



# City Council, Regular Meeting, Study Session

---

## AGENDA

March 18, 2013

6:30 pm – 9:30 pm  
Council Chambers

### Call to Order

### Roll Call

### Pledge of Allegiance

### Approval of Agenda

### Student Liaison Reports

- Chad Brown - Eastside Catholic High School

### Presentations/Proclamations

### Public Comment

**Note:** *This is an opportunity for the public to address the Council. Three-minutes limit per person or 5 minutes if representing the official position of a recognized community organization.*

### Consent Agenda

- Payroll for the period ending February 28, 2013 for pay date March 5, 2013 in the amount of \$248,650.86
1. Approval: Claims for period ending March 18, 2013 in the amount of \$1,277,134.83 for Check No. 34279 through No. 34397
  2. Resolution: Appointing One Member To The Beaver Lake Management District Advisory Board
  3. Interlocal: Human Service Grant Portal Management/City of Kent
  4. Contract: Public Defense/SBM
  5. Approval: Notes for February 12, 2013 Study Session
  6. Approval: Minutes for February 18, 2013 Special Meeting
  7. Approval: Minutes for March 5, 2013 Regular Meeting, Study Session

### Public Hearings - None

### Unfinished Business – None

City Council meetings are wheelchair accessible. American Sign Language (ASL) interpretation is available upon request. Please phone (425) 295-0500 at least 48 hours in advance. Assisted Listening Devices are also available upon request.

**New Business**

8. Contract: Architectural Services Community Center/BRS (30 min)

**Council Reports****City Manager Report****Executive Session – If necessary****Study Session**

- Environmentally Critical Areas Update (120 min)

**Adjournment**

**AGENDA CALENDAR**

<b>April 2013</b>			
Tues. 4/2	6:30 pm	Regular Meeting	Proclamation: Child Abuse Prevention Month Resolution: Final Plat Evoke at Pine Lake (consent) Resolution: Final Acceptance Inglewood Hill Non-Motorized (consent) Fire Services (CM Report) Boys & Girls Club Report
Tues. 4/9	6:30 pm	Study Session	Volunteer Recognition Environmentally Critical Areas Update (If needed)
Mon. 4/15	6:30 pm	Regular Meeting	Proclamation: Earth Day Environmentally Critical Areas Update (If needed)
<b>May 2013</b>			
Tues. 5/7	6:30 pm	Regular Meeting	Proclamation: Arts Education Month Public Hearing/First Reading: Environmentally Critical Areas Update First Reading: 2012-2013 Carryforwards
Tues. 5/14	6:30 pm	Study Session	Public Works Standards - Discussion
Mon. 5/20	6:30 pm	Regular Meeting	Second Reading: Environmentally Critical Areas Update Second Reading: 2012-2013 Carryforwards
<b>June 2013</b>			
Tues. 6/4	6:30 pm	Regular Meeting	
Tues 6/11	6:30 pm	Study Session	
Mon. 6/17	6:30 pm	Regular Meeting	
<b>July 2013</b>			
Tues. 07/2	6:30 pm	Regular Meeting	
Tues 07/09	6:30 pm	Joint Meeting PC/CC	
Tues 07/15	6:30 pm	Regular Meeting	
<b>To Be Scheduled</b>		<b>To Be Scheduled</b>	<b>Parked Items</b>
Ordinance: Second Reading Puget Sound Energy Franchise Joint Meeting/LWSD Joint Meeting/ISD			Cable TV Franchise



If you are looking for facility rentals, please click [here](#).

<< February

### March 2013

April >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5 6:30 p.m. City Council Meeting	6 4 p.m. Finance Committee Meeting 6:30 p.m. Parks and Recreation Commission Meeting	7 6:30 p.m. Planning Commission Meeting	8	9 10 a.m. Passport Day in the USA
10	11 5:30 p.m. City Council Office Hour	12 5:30 p.m. Community and Economic Development Committee Meeting 6:30 p.m. City Council Study Session	13	14	15	16
17	18 6:30 p.m. City Council Meeting 6:30 p.m. Arts Commission Meeting	19	20 6 p.m. Sammamish Youth Board Meeting	21 6:30 p.m. Planning Commission Meeting 6:30 p.m. Community Garden Steering Committee	22	23 9 a.m. Native Plant Salvage and Planting 2 p.m. Planting at Illahee
24	25	26	27	28	29	30
31	1	2	3	4	5	6

If you are looking for facility rentals, please click [here](#).

<< March

## April 2013

May >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 8 a.m. "Jump on Board - A Skateboard!" Art Exhibit	2 6:30 p.m. CALLING ALL POETS! (and poetry lovers) 6:30 p.m. City Council Meeting	3 6:30 p.m. Parks and Recreation Commission Meeting	4 4 p.m. Public Safety Committee Meeting 6:30 p.m. Planning Commission Meeting	5	6 9 a.m. Parks and Recreation Volunteer Opportunity
7	8 5:30 p.m. City Council Office Hour	9 5:30 p.m. City Council Office Hour 6:30 p.m. City Council Study Session	10 5:30 p.m. City Council Office Hour 9 a.m. Donate Blood at City Hall	11 5:30 p.m. City Council Office Hour	12	13
14	15 6:30 p.m. Arts Commission Meeting 6:30 p.m. City Council Meeting	16	17 6 p.m. Sammamish Youth Board Meeting	18 6:30 p.m. Community Garden Steering Committee 6:30 p.m. Planning Commission Meeting	19	20 9:45 a.m. Sammamish Walks 10 a.m. Sammamish Earth Day Celebration 1 p.m. "Au-some Artists!"
21	22	23 7:30 p.m. Simple Measures - "Harmony Concert"	24	25	26	27
28 10 a.m. Sammamish Spring Recycling Collection Event & Bin Sale	29	30	1	2	3	4
5	6	7	8	9	10	11



# MEMORANDUM

**TO:** Melonie Anderson/City Clerk  
**FROM:** Marlene/Finance Department  
**DATE:** March 14, 2013  
**RE:** Claims for March 18, 2013

\$ 36,945.59  
 168,475.42  
 1,037,753.09  
 33,960.73

### Top 5 Expense Items in Packet

Eastside Fire	\$470,588.10	Fire Services - March 2013
Lakeshore Marine	\$297,139.78	Sammamish Landing
ESRI	\$38,867.50	ArcGIS License
Lake Wa School District	\$35,616.00	School Impact Fees
Issaquah School District	\$27,950.00	School Impact Fees

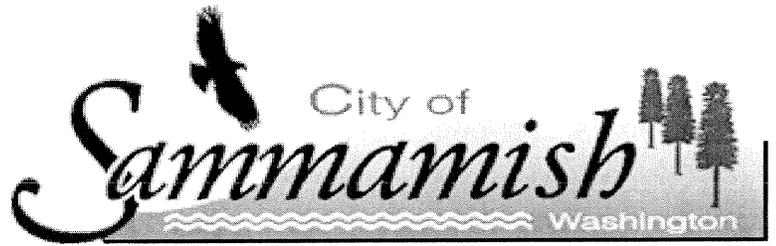
**TOTAL \$ 1,277,134.83**

**Checks # 34279 - # 34397**

# Accounts Payable

## Check Register Totals Only

User: mdunham  
Printed: 3/1/2013 - 2:57 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
34279	03/01/2013	KEYBANKA	Key Bank Auburn Branch	36,945.59	0
				<u>36,945.59</u>	
Check Total:				<u>36,945.59</u>	

# Accounts Payable

## Check Register Totals Only

User: mdunham  
 Printed: 3/4/2013 - 4:00 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
34280	03/05/2013	ANI	ANI Administrators NW Inc	1,696.51	0
34281	03/05/2013	AWCMED	AWC Employee BenefitsTrust	110,644.40	0
34282	03/05/2013	CHAP13	Chapter 13 Trustee	280.00	0
34283	03/05/2013	ICMA401	ICMA 401	36,904.56	0
34284	03/05/2013	ICMA457	ICMA457	8,292.75	0
34285	03/05/2013	PREPAIDL	LegalShield	135.50	0
34286	03/05/2013	PSE	Puget Sound Energy	10,149.70	0
34287	03/05/2013	WASUPPOR	Wa State Support Registry	372.00	0
				<hr/> <hr/>	
Check Total:				168,475.42	
				<hr/> <hr/>	

## Accounts Payable

## Check Register Totals Only

User: mdunham  
 Printed: 3/13/2013 - 2:00 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
34288	03/19/2013	ADVANTAG	Advantage Building Services	9,626.78	0
34289	03/19/2013	ALDWORTH	Kurt Aldworth	37.29	0
34290	03/19/2013	AMEX	American Express	165.00	0
34291	03/19/2013	ANI	ANI Administrators NW Inc	1,410.00	0
34292	03/19/2013	APEX	Apex Facility Resources, Inc	3,197.59	0
34293	03/19/2013	AST	Active Shooter Training LLC	1,150.00	0
34294	03/19/2013	BACKGROU	Background Source Intl	480.00	0
34295	03/19/2013	BARAN	Sevda Baran	32.43	0
34296	03/19/2013	BELLCITY	City Of Bellevue	12,291.75	0
34297	03/19/2013	BOYSANDG	Boys and Girls Clubs of King County	90.00	0
34298	03/19/2013	BRAVO	Bravo Environmental NW, Inc	2,600.81	0
34299	03/19/2013	BRICKMAN	Brickman Group Ltd LLC	5,834.35	0
34300	03/19/2013	CADMAN	Cadman, Inc.	912.91	0
34301	03/19/2013	CENTLIN2	Century Link	110.92	0
34302	03/19/2013	CHINOOK	Chinook Lumber	2,490.26	0
34303	03/19/2013	COMCAST2	COMCAST	107.62	0
34304	03/19/2013	COMPOFF	The Complete Office	215.23	0
34305	03/19/2013	COSTCO	Costco Wholesale	808.37	0
34306	03/19/2013	DEERE	John Deere Landscapes	5,279.36	0
34307	03/19/2013	DELL	Dell Marketing L.P.	210.23	0
34308	03/19/2013	EASTFIRE	Eastside Fire & Rescue	470,588.10	0
34309	03/19/2013	ESRI	ESRI, Inc.	38,867.50	0
34310	03/19/2013	EVANS	David Evans & Associates, Inc	2,798.99	0
34311	03/19/2013	FAITH	Eastside Friends of Seniors	2,750.00	0
34312	03/19/2013	FEDEX	Federal Express Corp	27.28	0
34313	03/19/2013	FIREPROT	Fire Protection, Inc.	186.15	0
34314	03/19/2013	GALT	John E. Galt	541.25	0
34315	03/19/2013	GEORGES	George's Bakery	270.00	0
34316	03/19/2013	GOLDFARB	David Goldfarb	362.00	0
34317	03/19/2013	GRANITE	Granite Precasting & Concrete	523.41	0
34318	03/19/2013	GREATAME	Great America Financial Services	130.31	0
34319	03/19/2013	GUARDIAN	Guardian Security	72.00	0
34320	03/19/2013	GUBATA	Allison Gubata	37.68	0
34321	03/19/2013	HDFOWL	H. D. Fowler Company	822.93	0
34322	03/19/2013	HOGAN	D. A. Hogan & Assoc., Inc	393.75	0
34323	03/19/2013	HOWARD	Lyman Howard	14.91	0
34324	03/19/2013	IPS	Integrated Print Solutions, Inc	3,285.00	0
34325	03/19/2013	ISD	Issaquah School District	27,950.00	0
34326	03/19/2013	ISSAQ1	Issaquah Press, Inc.	414.00	0
34327	03/19/2013	ISSCITY	City Of Issaquah	4,466.25	0
34328	03/19/2013	KCRADIO	King Cty Radio Comm Svcs	399.41	0
34329	03/19/2013	KENYON2	Kenyon Disend PLLC	17,638.00	0
34330	03/19/2013	KINGFI	King County Finance A/R	12,804.12	0
34331	03/19/2013	KINGPET	King County Pet Licenses	345.00	0
34332	03/19/2013	L&IBOIL	Dept of Labor & Industries	21.50	0
34333	03/19/2013	LAKESHOR	Lakeshore Marine Construction Inc	297,139.78	0
34334	03/19/2013	LAKESIDE	Lakeside Industries	77.75	0
34335	03/19/2013	LESSCHWA	Les Schwab Tire Center	1,799.23	0
34336	03/19/2013	LEXIS	Lexis Nexis Risk Data Mgmt	54.75	0
34337	03/19/2013	LEYTON	Kimberly Leyton	388.05	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
34338	03/19/2013	LWSD	Lake Washington School Dist	35,616.00	0
34339	03/19/2013	MINUTE	Mike Immel	46.54	0
34340	03/19/2013	MQP	Mary Queen Of Peace Church	1,375.00	0
34341	03/19/2013	NAVAL	Commanding Officer Naval Surface W	300.00	0
34342	03/19/2013	NC MACH	NC Machinery Co	279.89	0
34343	03/19/2013	NESAM	NE Sammamish Sewer & Water	232.80	0
34344	03/19/2013	NEXTEL	Nextel Communications	762.51	0
34345	03/19/2013	NWCASC	Northwest Cascade, Inc.	1,219.44	0
34346	03/19/2013	ODELL	Thomas Odell	78.82	0
34347	03/19/2013	OILCAN	Oil Can Henry's	117.14	0
34348	03/19/2013	PACPLANT	Pacific Plants	4,678.39	0
34349	03/19/2013	PACPOWER	Pacific Power Products	830.26	0
34350	03/19/2013	PACSOIL	Pacific Topsoils, Inc	480.22	0
34351	03/19/2013	PAETEC	PAETEC Integrated Solutions Group,	2,277.07	0
34352	03/19/2013	PIONEER	Pioneer Athletics	482.95	0
34353	03/19/2013	PLATT	Platt Electric	47.99	0
34354	03/19/2013	POA	Pacific Office Automation	263.85	0
34355	03/19/2013	PROTH	Prothman Company	11,151.56	0
34356	03/19/2013	PSE	Puget Sound Energy	11,839.93	0
34357	03/19/2013	REDMOND	City Of Redmond	30.75	0
34358	03/19/2013	ROTARSAM	Rotary Club of Sammamish	52.00	0
34359	03/19/2013	SAM	Sammamish Plateau Water Sewer	611.74	0
34360	03/19/2013	SAMCHAMB	Sammamish Chamber of Commerce	125.00	0
34361	03/19/2013	SB&MAC	Stewart MacNichols & Harmell Inc	4,887.00	0
34362	03/19/2013	SEATIM	Seattle Times	1,653.63	0
34363	03/19/2013	SEQUOYAH	Sequoyah Electric, LLC	1,165.59	0
34364	03/19/2013	SHERMAN	Sherman Clay & Co	843.15	0
34365	03/19/2013	SPRAGUE	SPRAGUE	91.98	0
34366	03/19/2013	SRINIVAS	Rajesh Srinivasan	1,804.40	0
34367	03/19/2013	STOECKL	Jane C. Stoecklin	125.00	0
34368	03/19/2013	SUBURB	Sound Cities Association	45.00	0
34369	03/19/2013	TITAN	Titan Outdoor, LLC	1,352.39	0
34370	03/19/2013	UPROAR	Uproar, Inc.	5,100.00	0
34371	03/19/2013	VATA	Vata, LLC	9,028.00	0
34372	03/19/2013	VERIZON	Verizon Wireless	2,158.13	0
34373	03/19/2013	VOYAGER	Voyager	3,564.37	0
34374	03/19/2013	WATRAFF	Wa Traffic Safety Commission	85.00	0
34375	03/19/2013	WATSONSE	Watson Security	242.10	0
34376	03/19/2013	WAWORK	Washington Workwear Stores Inc	405.11	0
34377	03/19/2013	ZUMAR	Zumar Industries, Inc.	82.39	0

Check Total: 1,037,753.09

## Accounts Payable

## Check Register Totals Only

User: mdunham  
 Printed: 3/14/2013 - 9:45 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
34378	03/19/2013	ACE	Ace Hardware, LLC	1,130.90	0
34379	03/19/2013	ALLAROUN	All Around Fence Co	969.08	0
34380	03/19/2013	BEST	Best Parking Lot Cleaning, Inc	4,998.04	0
34381	03/19/2013	CENTLIN2	Century Link	86.27	0
34382	03/19/2013	CHINOOK	Chinook Lumber	1,517.50	0
34383	03/19/2013	COMCAST3	Comcast	991.61	0
34384	03/19/2013	FRONTIR2	Frontier	337.87	0
34385	03/19/2013	NAPA	Genuine Parts Company/Issaquah	107.81	0
34386	03/19/2013	HOMEDE	Home Depot	1,677.48	0
34387	03/19/2013	MACDONAL	MacDonald-Miller Facility Solutions	1,003.27	0
34388	03/19/2013	NAVAL	NAVSURFWARCENDIV Crane	300.00	0
34389	03/19/2013	NC MACH	NC Machinery Co	3,107.67	0
34390	03/19/2013	RED-E	Red-E Topsoil	3,840.00	0
34391	03/19/2013	SSCI	SE Security Consultants, Inc	18.50	0
34392	03/19/2013	STAPLES	Staples Advantage	2,718.46	0
34393	03/19/2013	TAGS	Tags Awards & Specialties	42.94	0
34394	03/19/2013	ACTIVENE	The Active Network, Inc.	3,038.63	0
34395	03/19/2013	THYSSENK	Thyssenkrupp Elevator Corp.	457.16	0
34396	03/19/2013	TOLL	Toll Wa LP	7,500.00	0
34397	03/19/2013	ZUMAR	Zumar Industries, Inc.	117.54	0
				33,960.73	
Check Total:					



# City Council Agenda Bill

**Meeting Date:** March 18, 2013

**Date Submitted:** March 12, 2013

**Originating Department:** Admin Services

**Clearances:**

City Manager  
 Attorney  
 Admin Services

Community Development  
 Finance & IT  
 Fire

Parks & Recreation  
 Police  
 Public Works

**Subject:** Resolution: Appointing one member to the Beaver Lake Management Board

**Action Required:** Approve resolution appointing member to the Beaver Lake Management Board

**Exhibits:** 1. Draft Resolution

**Budget:** N/A

**Summary Statement:** Currently, there are two vacancies on the Beaver Lake Management District's five-member Board. Recruitment for these positions has been on-going since October 2012. On February 20, 2013, Michael Pamintuan submitted an application for the board. He lives within the Beaver Lake Management District and is a resident of the City of Sammamish. Staff recommends appointing Mr. Pamintuan to the board without going through the usual interview process since the board has been operating with only three members for several months and Mr. Pamintuan is anxious to begin helping out. The term will expire in 2017. Recruitment will continue to fill the last remaining position.

**Background:** On June 19, 2006 the City Council created the Beaver Lake Management District. RCW 36.61 requires the Council to establish a non-paid Advisory Board of watershed property owners. The members should be representative of the diversity among property owners within the Beaver Lake watershed. They are expected to oversee the implementation of the Lake Management District (LMD) program and to assist the City of Sammamish in establishing annual budgets and work plans for the use of LMD revenues and expenditures. Terms for the management district are five years in length.

**Financial Impact:** N/A

**Recommended Motion:** Adopt resolution appoint one member to the Beaver Lake Management District Board.



**CITY OF SAMMAMISH  
WASHINGTON  
RESOLUTION NO. R2013-\_\_**

---

**A RESOLUTION OF THE CITY OF SAMMAMISH CITY  
COUNCIL APPOINTING ONE MEMBER TO THE BEAVER  
LAKE MANAGEMENT DISTRICT ADVISORY BOARD**

WHEREAS, the Beaver Lake Management District began operating in 2007 for a period of ten (10) years; and

WHEREAS, the City Council finds that the District would benefit from a citizen advisory board working in conjunction with the King County Water and Land Resource Division and City staff; and

WHEREAS, there are currently two vacant Commission positions; and

WHEREAS, the City Council solicited applications for the vacant Commission positions; and

WHEREAS, the City Council has received and reviewed 1 qualified application;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAMMAMISH, WASHINGTON, DO RESOLVE AS FOLLOWS:**

Section 1. Appointment of Members. The following individuals are appointed to the Beaver Lake Management District Advisory Board:

Michael Pamintuan,                      Term expires December 31, 2017

Section 2. Open Public Meetings. All meetings conducted by the Advisory Board shall be open public meetings governed under the provisions of RCW Chapter 42.30.

Section 3. Meeting dates Established. The meeting schedule of the Advisory Board shall be established by the Advisory Board.

Section 4. Severability. Should any section, paragraph, sentence, clause or phrase of this Resolution, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Resolution be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Resolution or its application to other persons or circumstances.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON  
THE \_\_\_\_\_ DAY OF MARCH, 2013**

CITY OF SAMMAMISH

\_\_\_\_\_  
Mayor Thomas T. Odell

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

\_\_\_\_\_

Approved as to form:

\_\_\_\_\_

Bruce L. Disend, City Attorney

Filed with the City Clerk:     March 12, 2013  
Passed by the City Council:  
Resolution Number             R2013-\_\_\_\_



# City Council Agenda Bill

**Meeting Date:** March 18, 2013

**Date Submitted:** March 12, 2013

**Originating Department:** Admin Services

**Clearances:**

<input checked="" type="checkbox"/> City Manager	<input type="checkbox"/> Community Development	<input type="checkbox"/> Parks & Recreation
<input checked="" type="checkbox"/> Attorney	<input type="checkbox"/> Finance & IT	<input type="checkbox"/> Police
<input checked="" type="checkbox"/> Admin Services	<input type="checkbox"/> Fire	<input type="checkbox"/> Public Works

**Subject:** Interlocal Agreement: Human Service Funders Consortium/City of Kent

**Action Required:** Authorize the City Manager to sign the agreement

**Exhibits:** 1. Draft Interlocal (MOU)

**Budget:** 502-000-518-81-51-00

**Summary Statement:** This Interlocal agreement is between the City of Kent and the cities that participate in the Human Service Funding Collaborative (HSFC). The agreement allows for Kent to administer the contract for the shared human service on-line grant subscription service and portal.

**Background:** The vision for a common application process for human service grants began more than a decade ago. Human service agencies' staffers were applying to so many different municipalities (mailing or hand-delivering their applications to several city halls on varying due dates). Each city had different application forms and different reporting forms. Municipal funding staffers knew their city was funding the same human service agencies and programs as other cities, and that the cities had common objectives with respect to their applications and reporting. With so many different processes intended to accomplish the same thing, human service agencies and municipalities began to push for more coordination.

Over the years, the various cities across East, North, and South King County worked together and developed increasingly coordinated processes, including joint application processes and joint contract management. They began to align their application questions and reporting criteria. By 2010, 17 cities across East, North, and South King County came together in this cooperative effort.

In 2008 eCityGov developed a grant application portal to be used by all cities in the North/East consortium. In 2010 they worked to incorporate the south county cities. Since 2010 many off-the-shelf products have been developed for grant management which better suited our needs and were much less expensive. HSFC decided to stop using the eCityGov portal and move to Share1 (an off-the-shelf product). The city of Kent has agreed to manage the contract for Share1.



## City Council Agenda Bill

---

**Financial Impact:** \$500 yearly subscription fee. In comparison, the fee for eCityGov was approximately \$2,700 per year.

**Recommended Motion:** Motion to authorize the City Manager to sign the Interlocal agreement with the City of Kent to administer the on-line grant subscription service and portal for human service grants in an amount not to exceed \$500 yearly.

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITIES OF KENT, AUBURN, BELLEVUE,  
BOTHELL, BURIEN, COVINGTON, DES MOINES,  
FEDERAL WAY, ISSAQUAH, KENMORE,  
KIRKLAND, MERCER ISLAND, REDMOND,  
RENTON, SAMMAMISH, SEATAC, SHORELINE,  
TUKWILA, AND WOODINVILLE FOR PLANNING,  
FUNDING, AND IMPLEMENTATION OF A JOINT  
HUMAN SERVICES APPLICATION AND FUNDING  
PROGRAM.**

**THIS MEMORANDUM OF UNDERSTANDING** (“MOU”) is entered into pursuant to Chapter 39.34 RCW by the Cities of Kent, Auburn, Bellevue, Bothell, Burien, Covington, Des Moines, Federal Way, Issaquah, Kenmore, Kirkland, Mercer Island, Redmond, Renton, Sammamish, SeaTac, Shoreline, Tukwila, and Woodinville, Washington hereinafter referred to as “Cities”, to provide for planning, funding, and implementation of a joint human services application and funding program.

WHEREAS, the Cities engage in activities which support human service providers in King County; and

WHEREAS, the Cities wish to make the most efficient use of their resources by cooperating to provide funding to support human service providers in King County; and

WHEREAS, through the Interlocal Cooperation Act, the Cities have the authority to engage in cooperative efforts which result in more efficient use of Government resources; and

NOW THEREFORE, and in consideration of the terms, conditions and performances made herein, it is agreed as follows:

1. Purpose of MOU: The purpose of this MOU is to facilitate the alliance of the 19 member Cities who independently provide funding to organizations to provide critically needed human services in their communities, but jointly receive applications for grant funding through one online grant subscription service and portal. The various human service programs funded by the member cities include food security, housing and homelessness prevention, health, mental health, youth services, and others.
2. Joint Participation.
  - a) Lead City. The City of Kent shall be the designated lead city (“Lead City”). The Lead City shall contract directly for and manage the online grants subscription service with Western States Arts Federation (“Vendor”). The other responsibilities of the Lead City are described in Section 4.

## Exhibit 1

- b) Participating City. A Participating City is a City participating in the joint online funding application portal, who is a party to this MOU, and who is not a Lead City.
3. Funding Arrangement. The Lead City and each Participating City will jointly participate in the costs to run the online grants subscription service. The allocation of costs shall be based on population ranges of each city, as established by population estimates made by the Office of Financial Management pursuant to RCW 43.62.030. The initial allocation shall be as described in Exhibit A, attached and incorporated herein. Any Participating City requesting a change in allocation may only do so by written amendment to this MOU, in accordance with Section 12. Each Participating City shall provide its annual financial contribution to the Lead City no later than thirty (30) days after receiving invoice from the Lead City, pursuant to Section 4(a) below.
4. Responsibilities of Lead City. The Lead City has been designated to act as the fiscal and administrative agent for the Participating Cities. The responsibilities of the Lead City shall include the following:
- a) Send an invoice to each Participating City by February 15th of each year for their annual funding participation.
  - b) Contract with the Vendor, and manage the performance of the online grants subscription service.
  - c) For each year after the first year of this agreement, provide a projected estimate of the annual financial contribution to be made by each of the Participating Cities no later than September 30<sup>th</sup> of the preceding calendar year in which the contribution is to be made.
  - d) Maintain accounts and records which properly reflect transactions related to this MOU.
5. Duration. This MOU shall become effective when it is approved by a majority of the Cities and shall remain in effect through December 31, 2013, with automatic extensions annually, unless terminated as described in section 6.
6. Termination. Any City may terminate its participation in the MOU without cause by giving the other Cities a thirty (30) day written notice. The terminating party shall remain fully responsible for meeting its funding responsibilities and other obligations established by this MOU through the end of the calendar year in which such notice is given. If at any time termination of a City results in fewer than ten Cities remaining as parties to this MOU, then this MOU shall automatically terminate after sixty (60) days for all remaining Cities, provided that all Cities shall remain fully responsible for funding responsibilities and other obligations established by this MOU through the end of the calendar year in which such termination becomes effective.

Exhibit 1

7. Notices. Notices to the Cities shall be sent to the following persons:

<b>City</b>	<b>Contact</b>
Auburn	Michael Hursh, Advisor to the Mayor
Bellevue	Joseph Adriano, Human Services Grant Coordinator
Bothell	Lynda Quinn, Sr. Administrative Assistant
Burien	Lori Fleming, Management Analyst
Covington	Victoria Throm, Human Services Analyst
Des Moines	Sue Padden, Senior Center Manager
Federal Way	Jay Bennett, Community Services Manager
Issaquah	Mark Hinthorne, Planning Director
Kenmore	Leslie Harris, Public Information Officer
Kent	Katherin Johnson, Human Services Manager
Kirkland	Sharon Anderson, Human Services Coordinator
Mercer Island	Cynthia Goodwin, Department of Youth and Family Services Director
Redmond	Brooke Buckingham, Human Services Planner
Renton	Karen Bergsvik, Human Services Manager
Sammamish	Melonie Anderson, City Clerk
SeaTac	Colleen Brandt-Schluter, Human Services Manager
Shoreline	Rob Beem, Community Services Manager
Tukwila	Evie Boykan, Human Services Manager
Woodinville	Zach Schmitz, Management Analyst

8. Indemnification.

Each City agrees to indemnify the other Cities from any claims, damages, losses, and costs, including, but not limited to, attorney’s fees and litigation costs, arising out of claims by third parties for property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of such City, the City’s employees, affiliated corporations, officers, and lower tier subcontractors in connection with this MOU.

Each City hereby waives its immunity under Title 51 of the Revised Code of Washington for claims of any type brought by any City agent or employee against the other Cities. This waiver is specifically negotiated by the parties and a portion of the City’s payment hereunder is expressly made the consideration for this waiver. Is there some word missing?

9. Insurance. Each City shall procure and maintain in full force throughout the duration of the MOU comprehensive general liability insurance with a minimum coverage of \$1,000,000.00 per occurrence/aggregate for personal injury and property damage. In the event that a City is a member of a pool of self-insured cities, the City shall provide proof of such membership in lieu of the insurance requirement above. Such

Exhibit 1

Online Grant Funding Application MOU

Page 4 of 10

self insurance shall provide coverage equal to or greater that required of non-self insurance pool member Cities.

10. Oversight Committee. This MOU shall be managed by an Oversight Committee made up of six City representatives, as follows: one each from three member Cities from South King County, and one each from three member Cities in East King County, to be designated by the Lead City. The representative of each City shall be that person designated in section 7 of this MOU. The Oversight Committee shall meet at least annually to discuss the terms of the MOU and request any changes to the services provided pursuant to the MOU.

11. Applicable Law; Venue; Attorney's Fees. This MOU shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this MOU, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

12. Amendments. This MOU may be amended, altered, changed or extended in any manner by the mutual written consent of all member Cities.

13. Counterparts. This document may be executed by facsimile or electronic mail in any number of current parts and signature pages hereof with the same effect as if all parties had all signed the same document. All counterparts, each one which shall be considered an original, together constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have entered into this MOU as of this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Exhibit 1

Online Grant Funding Application MOU  
Page 5 of 10

CITY OF AUBURN

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
City Attorney

CITY OF BELLEVUE

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
City Attorney

CITY OF BOTHELL

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
City Attorney

CITY OF BURIEN

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
City Attorney

Exhibit 1

Online Grant Funding Application MOU  
Page 6 of 10

CITY OF COVINGTON

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
City Attorney

CITY OF DES MOINES

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
City Attorney

CITY OF FEDERAL WAY

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
City Attorney

CITY OF ISSAQUAH

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
City Attorney

Exhibit 1

CITY OF KENMORE

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
City Attorney

CITY OF KENT

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
City Attorney

CITY OF KIRKLAND

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
City Attorney

CITY OF MERCER ISLAND

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
City Attorney

Exhibit 1

Online Grant Funding Application MOU  
Page 8 of 10

CITY OF REDMOND

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
City Attorney

CITY OF RENTON

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
City Attorney

CITY OF SAMMAMISH

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
City Attorney

CITY OF SEATAC

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
City Attorney

Exhibit 1

Online Grant Funding Application MOU  
Page 9 of 10

CITY OF SHORELINE

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
City Attorney

CITY OF TUKWILA

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
City Attorney

CITY OF WOODINVILLE

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
City Attorney

Exhibit 1

Exhibit A  
Fee Schedule

<b>City</b>	<b>2013 Fee</b>	<b>Population</b>
Auburn	\$750.00	63,390
Bellevue	\$1,000.00	124,600
Bothell	\$500.00	17,280
Burien	\$500.00	47,730
Covington	\$500.00	17,760
Des Moines	\$500.00	29,700
Federal Way	\$750.00	89,460
Issaquah	\$500.00	31,150
Kenmore	\$500.00	21,020
Kent	\$1,000.00	119,100
Kirkland	\$750.00	81,480
Mercer Island	\$500.00	23,154
Redmond	\$750.00	55,360
Renton	\$1,000.00	93,910
Sammamish	\$500.00	47,420
SeaTac	\$500.00	27,210
Shoreline	\$750.00	53,270
Tukwilla	\$500.00	19,080
Woodinville	\$500.00	10,960
	<b>\$12,250.00</b>	

**Population**

0-50000  
50000-90000  
90000+

**Fee**

\$500.00  
\$750.00  
\$1,000.00



# City Council Agenda Bill

**Meeting Date:** March 18, 2013

**Date Submitted:** March 13, 2013

**Originating Department:** Admin Services

**Clearances:**

<input type="checkbox"/> City Manager	<input type="checkbox"/> Community Development	<input type="checkbox"/> Parks & Recreation
<input checked="" type="checkbox"/> Attorney	<input type="checkbox"/> Finance & IT	<input type="checkbox"/> Police
<input checked="" type="checkbox"/> Admin Services	<input type="checkbox"/> Fire	<input type="checkbox"/> Public Works

**Subject:** Contract: Public Defense Services/Stewart Beall, MacNichols & Harnell

**Action Required:** Approval of Contract for Public Defense Services

**Exhibits:**

1. Contract for Public Defense Services
2. Public Defense Costs and Cases

**Budget:** 2013 – 2014, \$84,000

**Summary Statement:**

This is a contract with the Law Firm Stewart, Beall, MacNichols & Harmell to provide Public Defense Services for May 2013 – 2014.

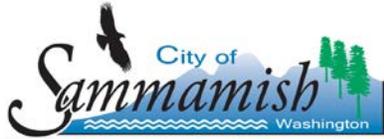
**Background:**

In the State of Washington, Cities are required to provide Court Services, Prosecution, and Public Defense for those cited for infractions or misdemeanors within the City. In Sammamish we provide these services through our contract with the King County District Court and contracts with local law firms for Prosecution and Public Defense.

In 2012 the Washington Supreme Court adopted misdemeanor caseload standards for public defenders. The Association of Washington Cities opposed the new standards as they do not take into account the experience of an individual attorney and the types of cases handled by City Courts. The practical impact of these changes is to significantly increase our Public Defense costs, (read unfunded mandate).

In December 2012 the City Council approved the 2013-2014 contract for Public Defense Services with the firm of Stewart, Beall, MacNichols & Harmell. The contract can be terminated with 60-days written notice. The City Council also directed Staff to solicit bids for Public Defense Services to see if a lower cost option is available.

The City only received 1 bid and it was from our current contractor Stewart, Beall, MacNichols & Harmell. To their credit, they restructured their proposal in a manner that will save the City approximately \$10,000 per year (see attached Public Defense Costs and Cases).



## City Council Agenda Bill

---

**Financial Impact:**

\$84,000 has been budgeted for 2013-2014.

**Recommended Motion:**

Move to approve Contract for Public Defender Services.

## CITY OF SAMMAMISH

### PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into by and between the City of Sammamish, Washington, hereafter referred to as the "City," and Stewart Beall MacNichols & Harmell, Inc, PS hereafter referred to as the "Contractor".

WHEREAS, the City has a need to have certain services performed; and

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. **Scope of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit "A" attached hereto and incorporated herein. In performing such services, the Contractor shall at all times comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services.
2. **Compensation and Method of Payment.** The City shall pay the Contractor for professional services as set forth in the Scope of Work. The Contractor shall submit a monthly invoice to the City and payment thereon shall be made within ten days following City Council approval.
3. **Duration of Agreement.** This Agreement shall be in full force and effect from May 1, 2013 through December 31, 2014.
4. **Independent Contractor.** The Contractor and the City agree that the Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, or otherwise assuming the duties of an employer with respect to the Contractor or any employee of the Contractor.
5. **Indemnification.** The Contractor shall indemnify, defend, and hold harmless the City, its agents, and employees from and against any and all liability arising from injury or death to persons or damage to property resulting in whole or in part from negligent acts or omissions of the Contractor, its agents, or employees.

6. **Insurance.** During the term of this Agreement and any extensions thereof, the Contractor shall secure and maintain a policy of comprehensive liability insurance provided by an insurance company licensed to do business in the State of Washington. Said policy shall have limits of not less than \$1,000,000.00 per claim and \$2,000,000 annual aggregate. Contractor shall furnish proof of insurance to the City.
  
7. **Termination.**
  - A.** This Agreement may be terminated by written mutual agreement of the parties, or by one party giving to the other sixty (60) days written notice.
  - B.** Either party may terminate this Agreement without recourse by the other when performance is rendered impossible due to force nature or other reasons beyond any party's reasonable control.
  
8. **Assignment and Subcontract.** This Agreement is between the City and the Contractor; it may not be assigned or transferred without the prior written consent of the City and Contractor. The Contractor, however, may assign to others specific work under this Agreement when necessary to do so due to workload or conflicts of interest. Any legal counsel associated with or employed by the Contractor shall have the authority to perform the services called for herein and Contractor may employ associated counsel to assist him at Contractor's expense. The Contractor and other attorneys retained pursuant to this section shall be admitted to practice pursuant to the rules of the Supreme Court of the State of Washington.
  
9. **Entire Agreement.** This Agreement contains the entire agreement between the parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either party. Either party may request changes to the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendments to this Agreement.
  
10. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit.

CONTRACTOR

By: \_\_\_\_\_  
N. Scott Stewart

DATE: \_\_\_\_\_

Title: \_\_\_\_\_

Exhibit 1

Tax Identification No. \_\_\_\_\_  
CITY OF SAMMAMISH, WASHINGTON

By: \_\_\_\_\_  
Ben Yazici, City Manager

DATE: \_\_\_\_\_

Attest/Authenticated:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

EXHIBIT A

Scope of Services

1. **General.** All indigent defendants charged under criminal ordinance (except land use code enforcement violations) of the City who qualify for appointed counsel and are screened on or after January 1, 2013 shall be referred to the Contractor. The Contractor shall provide legal representation for each of these defendants from the time of screening for eligibility through trial, sentencing, and appeal to the Superior Court, if necessary.
2. **24-Hour Telephone access.** The Contractor shall provide to the Sammamish Police Department a telephone number or numbers at which an attorney can be reached twenty four (24) hours each day for “critical stage” advice to defendants during the course of police investigations and/or arrest for criminal violations of City ordinances.
3. **Caseload Limits in General.** Contractor shall maintain a caseload such that it can provide each and every defendant effective assistance of counsel as required by this Agreement. Subject to the remaining subsections of this section, a fulltime equivalent attorney position shall be appointed to no more than 400 cases per year; provided, that a fulltime equivalent attorney position may be appointed to more than 400 cases per year if the managing partners of the Contractor determine that the Contractor will meet the terms of this Agreement. Under no circumstances should a fulltime equivalent attorney position be appointed to more than 550 cases per year.
4. **Factors In Determining Permitted Caseload.** In order to determine whether a fulltime equivalent attorney can be appointed to more than 400 cases per year, the Contractor shall consider the following:
  - a. The experience of the attorneys who perform the work called for in this Agreement.
  - b. The number of cases fulltime equivalent attorney positions are currently handling that are not in pre-trial status and not on appeal.
  - c. The complexity of the cases.
  - d. The services the Contractor provides to other municipalities or private clients.
5. **Case Defined.** For the purposes of this section, the term “case” shall mean a group of criminal charges related to a single incident filed against a defendant to which the attorney is appointed by the court, but shall not include temporary or provisional appointments at arraignments or in-custody hearings, appointments by

## Exhibit 1

a court at a court hearing for that one court hearing only, and shall not include pre-filing representation provided to a suspect who is under investigation for a violation of RCW 46.61.502, 46.61.503 or 46.61.504.

D. **Case Weighting**. For the purposes of determining how many cases each fulltime equivalent attorney position is handling, each case shall be counted as follows:

1. The charges listed below shall be counted as specified:

• Allowing Minor to Frequent Bar	1/3
• Allow Unauthorized Person to Drive	1/3
• Altered License	1/3
• Assault:	
▪ Domestic Violence	1
▪ Non Domestic Violence	1
▪ With Sexual Intent	2
• Animal Cruelty	1
• Attempted Assault	2/3
• Attempted Forgery	2/3
• Attempted Theft	2/3
• Canceled Plates/Registration	1/3
• Complicity	2/3
• Commercial License Needed	1/3
• Concealed Weapon	2/3
• Conspiracy	2/3
• Counterfeiting Trademark	2/3
• Criminal Attempt	2/3
• Criminal Trespass	1/3
• Custodial Interference	1
• Cyber Stalking	1
• Dangerous Animal at Large	2/3
• Discharge of Firearm	2/3
• Disorderly Conduct	1/3
• Display of Weapon	2/3
• DUI	1
• DWLS 1	1/2
• DWLS 2	1/2
• DWLS 3	1/3
• Criminal Assistance	1/3
• Escape	2/3
• Failure to Transfer Title	1/3
• Failure to Disperse	1/3
• Failure to Obey	1/2
• Failure to Obey Flagman	1/2

## Exhibit 1

• Failure to Obtain Vehicle License	1/3
• Failure to Stop	1/2
• Failure to Secure Load	1
• Failure to Surrender License	1/3
• False Identification	1/2
• False Insurance Card	1/2
• False Information	1/2
• False Reporting	1/2
• False Statement	1/2
• Fraud Dr. License:	1/2
• Furnishing Liquor to Minor	1/2
• Harm to a Police Dog	1
• Harassment	1
• Telephone Harassment	1
• Domestic Violence Harassment	1
• Hit and Run Attended	1
• Hit and Run Unattended	1/2
• Illegal Fireworks	1/3
• Illegal Use of Dealer Plate	1/3
• Immoral Conduct with a Minor	1
• Indecent Exposure	1
• Inhale Toxic Fumes	1
• Interfering with reporting to 911	2/3
• Invalid Trip Permit	1/3
• Loiter for Prostitution	1/2
• Malicious Mischief Domestic Violence	1
• Malicious Mischief Non-Domestic Violence	2/3
• Minor Frequenting a Tavern	1/2
• Minor Intoxicated in Public	1/2
• Minor in Possession/Consumption	1/2
• Neglect of a Child	1
• Negligent Driving 1	1
• No Valid Operator's License	1/3
• Obstructing	2/3
• Operating Vehicle Without Cert. of Ownership	1/3
• Operating Vehicle Without Ignition Interlock	1/2
• Patronizing a Prostitute	1/2
• Physical Control	1
• Possession of Drug Paraphernalia	1/2
• Possession of Marijuana	1/2
• Possession of Stolen Property	2/3
• Possession/Making Burglary Tools	2/3
• Possession Another's ID	1/2
• Possession of Legend	2/3

## Exhibit 1

• Prostitution	1/2
• Provoking Assault	2/3
• Public Disturbance	1/3
• Reckless Driving	2/3
• Reckless Burning	2/3
• Reckless Endangerment	2/3
• Refuse to Cooperate	1/2
• Crimes Requiring Registration as Sex Offender	2
• Resisting Arrest	2/3
• Selling Liquor to Minor	1/2
• Stalking	1
• Tampering with Property of Others	1/2
• Tampering with a Witness	1
• Theft 3	2/3
• Theft of Rental Property	2/3
• Unlawful Issuance of Bank Check	2/3
• Unlawful Bus Conduct	1/2
• Unlawful Camping	1/3
• Unlawful Racing	2/3
• Vehicle Prowl	2/3
• Vehicle Trespass	2/3
• Violation of Anti-harassment Order	2/3
• Violation of No Contact Order	2/3
• Violation of Instruction Permit	1/3
• Violation of Occupancy License	1/3
• Violation of Protection Order	2/3
• Violation of Restraining Order	2/3
• Violation of S.O.A.P. Order	1/2
• Weapons Capable of Harm	2/3

3. **Compensation.** Contractor shall provide under this Agreement the following services: bail hearings, pretrial meetings, motions, trials, sentencing, reviews and appeals. The City shall pay to the Contractor for these services:
- A base payment of \$2,500.00 per month, which shall include the first ten (10) cases appointed per month. Each additional case above fifteen shall incur a fee of \$250.00 per appointed case. The base assumption for these figures is that a regular court calendar will be held two days per month at the Issaquah District Court, with one additional conflicts calendar and jury call calendar per month. In the event that the Court adds additional day or days, the compensation shall be increased by \$350.00 for each additional one-half day calendar and \$600.00 for each additional full day calendar.
  - Unscheduled Calendars, where the Court requires defense counsel to appear and represent in custody defendants at arraignment and other

## Exhibit 1

hearings on short notice will result in an additional fee of \$180.00. Jury trial before the District Court and appeals from the District Court shall incur an additional \$600.00. Jury trials include any matter set for trial where a jury is impaneled or the case is dismissed subsequent to jury call.

- c. Appeals in which a brief is filed shall incur a fee of \$750.00.
- d. Transcript preparation, service of process and any other reasonable costs as provided by the Court are reimbursable costs and not included in the base fees established in A, B, C or D above.
- e. Discovery Provided. The City shall provide to the Consultant at no cost one copy of all discoverable material concerning each assigned case. Such material shall include, where relevant, a copy of the abstract of the defendant's driving record.
- f. Applicant Screening. An independent screening process established by the City shall determine determination of indigence for eligibility for appointed counsel under this Agreement. Should the Attorney determine a defendant is not eligible for assigned counsel prior to the establishment of the attorney/client privilege; the Attorney shall so advise the City to reconsider the screening of that particular individual.
- g. Attorney Conflict. In the event the representation of a defendant hereunder raises a conflict of interest such that the attorney cannot ethically represent the defendant, said defendant shall be referred back to the/city for assignment, without cost to the Attorney. Nothing in this Section shall preclude the Court from assigning other public defense counsel to a defendant in case of conflict.

Exhibit 2

**Public Defense Costs and Cases**

Number of Cases		2012 Actual Costs First <u>15</u> Cases	2013 Current Contract First <u>15</u> Cases	2013 Revised Contract First <u>10</u> Cases
		\$ 1,592.00 \$144 each added case	\$ 3,750.00 \$250 each added case	\$ 2,500.00 \$250 each added case
Jan-12	13	\$ 1,592.00	\$ 3,750.00	\$ 3,250.00
Feb-12	8	\$ 1,592.00	\$ 3,750.00	\$ 2,500.00
Mar-12	5	\$ 1,592.00	\$ 3,750.00	\$ 2,500.00
Apr-12	8	\$ 1,592.00	\$ 3,750.00	\$ 2,500.00
May-12	5	\$ 1,592.00	\$ 3,750.00	\$ 2,500.00
Jun-12	0	\$ -	\$ -	\$ -
Jul-12	0	\$ -	\$ -	\$ -
Aug-12	11	\$ 1,592.00	\$ 3,750.00	\$ 2,750.00
Sep-12	9	\$ 1,592.00	\$ 3,750.00	\$ 2,500.00
Oct-12	0	\$ -	\$ -	\$ -
Nov-12	6	\$ 1,592.00	\$ 3,750.00	\$ 2,500.00
Dec-12	6	\$ 1,592.00	\$ 3,750.00	\$ 2,500.00
<b>Total</b>		<b>\$ 14,328.00</b>	<b>\$ 33,750.00</b>	<b>\$ 23,500.00</b>

**Note: The City is not billed in months where no defendants qualify for appointed council.**

**Other Services**

Services per Case	2012 Actual Costs	2013 Current Contract	2013 Revised Contract
<b>Trials (1-3 per year)</b>	\$ 348.00	\$ 500.00	\$ 600.00
<b>Appeal (2 per year)</b>	\$ 497.00	\$ 750.00	\$ 750.00
<b>Unscheduled Calendar</b>	\$ 179.00	\$ 179.00	\$ 180.00
<b>Arraignments</b>	\$ 179.00	\$ 179.00	\$ 180.00





# STUDY SESSION NOTES

---

## Study Session February 12, 2013

Mayor Odell opened the study session of the Sammamish City Council at 6:30 p.m.

### **Public Comment**

*This is an opportunity for the public to address the Council. Three-minutes limit per person or 5 minutes if representing the official position of a recognized community organization.*

Mark Cross – Spoke regarding a slide that occurred on a private right of way near his home and the Environmentally Critical Areas (ECA) Update

Reid Brockway – Read written statements regarding the process for updating the ECA.

Susan Brockway – Continued reading statement from previous speaker regarding ECA update.

Bob Sorenson- Spoke on behalf of Citizens for Sammamish regarding the ECA update

Larry Martin – Spoke regarding the ECA update process

### **Topics**

- Planning Commission Handoff – Environmentally Critical Areas Regulations
- Report – Ebright Creek Monitoring and Enhancement Project

**Adjournment**

9:30 pm



*COUNCIL*  *MINUTES*

**Special Meeting**  
**February 19, 2013**

Mayor Tom Odell called the special meeting of the Sammamish City Council to order at 6:30 pm.

**Councilmembers present:** Mayor Tom Odell, Deputy Mayor Ramiro Valderrama, Councilmembers John Curley, Don Gerend, John James, Tom Vance and Nancy Whitten.

**Staff present:** City Manager Ben Yazici, Public Works Director Laura Philpot, Parks & Recreation Director Jessi Bon, Assistant City Manager/ Administrative Services Director Mike Sauerwein, City Engineer Jeff Brauns, City Attorney Bruce Disend, and Administrative Assistant to the City Clerk Lita Hachey.

**Roll Call**

Roll was called.

**Pledge of Allegiance**

Caleb Heeringa led the pledge.

**Approval of Agenda**

**MOTION:** Deputy Mayor Valderrama moved to approve the agenda. Councilmember Curley seconded. Motion carried unanimously 7-0.

**Student Liaison Reports**

- Eastside Catholic High School – Nalani Saito gave an update on school activities and team sports.
- Eastlake High School – Felipe Concha gave an update on school activities and team sports.

**Public Comment**

Eric O’Daffer, 25744 SE 27<sup>th</sup> Street, with the Issaquah Swim Team: Spoke in support of the Aquatic Center and competitive swimming in Sammamish.

Megan Gee NE 21<sup>st</sup> Place: spoke with regard of the Planning Commission and expressed disappointment that the Council office hours have been cancelled.

**Consent Agenda**

Payroll for the period ending January 31, 2013 for pay date February 5, 2013 in the amount of \$254,865.09

Approval: Claims for period ending February 5, 2013 in the amount of \$383,873.73 for Check No. 34016 through No.34084

Approval: Claims for period ending February 19, 2013 in the amount of \$1,061,665.21 for Check No. 34085 through No. 34196

Resolution: Granting Final Plat Approval To The Plat Of Shorelane Vistas (formerly Sammamish Orchards)

Resolution: Accepting The Eastlake High School Baseball Field Renovation Project As Complete

Amendment: Permit Tech Services/Prothman

Approval: Notes for January 15, 2013 Study Session

Approval: Minutes for January 22, 2013 Special Meeting

**MOTION:** Deputy Mayor Valderrama moved approve the agenda. Councilmember Curley seconded. Motion carried unanimously 7-0.

**Unfinished Business**

Operating and Management Agreement with the YMCA for the Community and Aquatic Center and a Recreational Property Ground Lease with the YMCA. Director of Parks and Recreation, Jessi Bon gave a staff report and showed a PowerPoint presentation (*available on the city's website at [www.ci.sammamish.wa.us](http://www.ci.sammamish.wa.us)*).

**MOTION:** Councilmember Gerend moved to amend the Agreement (in Exhibit 1 on Page 19 - B. termination by YMCA without cause) notice from first 5 years to 10 years. Councilmember Vance seconded. Motion was approved unanimously 7-0

**MOTION:** Councilmember James moved to Amend Exhibit 1, Section 5, paragraph C, to read *the center as constructed by the City should substantially conform to the following requirements and the following design, an approximately 60,000 square foot, multi-purpose community and aquatic center that will include 2 gymnasiums, space for cardio and group fitness programs, a jogging track, child watch area, a leisure pool, lap pool, at least 25 yards in length and 6 lanes, locker rooms and administrative offices.* Councilmember Curley seconded. Motion was approved unanimously 7 – 0.

**MOTION:** Deputy Mayor Valderrama moved to Authorize the City Manager to execute an Operating and Management Agreement as Amended with the YMCA for operation of the Sammamish Community and Aquatic Center; authorize the City Manager to execute a Recreation Property Ground Lease with the YMCA for the YMCA-owned land located adjacent to Pine Lake Middle School; and, authorize the City Manager to make minor changes to the indemnification and insurance sections of both agreements based on further review and discussion by both parties. Councilmember Gerend seconded. Motion carried 6-1 with Councilmember Curley dissenting.

### **New Business**

Interlocal: Amended and Restated Solid Waste Agreement/King County. Assistant City Manager/Administrative Services Director Mike Sauerwein gave a staff report and showed a PowerPoint presentation (available on the city's website at [www.ci.sammamish.wa.us](http://www.ci.sammamish.wa.us)).

**MOTION:** Deputy Mayor Valderrama moved to approve the amended and restated Solid Waste Interlocal Agreement. Councilmember Gerend seconded. Motion carried unanimously 7-0.

SE 8<sup>th</sup> Street Park Plan. Director of Parks and Recreation, Jessi Bon gave a staff report and showed a PowerPoint presentation (available on the city's website at [www.ci.sammamish.wa.us](http://www.ci.sammamish.wa.us)).

**MOTION:** Councilmember Vance moved to approve and amend to include (come back with an amended Master Plan ) Consensus from the City Council on the preferred alternative plan for SE 8<sup>th</sup> Street Park and authorization to proceed with a SEPA review of the Park Plan. Councilmember Gerend seconded. Motion carried 4-3 with Councilmember Whitten, Mayor Odell and Deputy Mayor Valderrama dissenting.

Resolution: Designating the Name For The City Park Formerly Known As SE 8th Street Park. Director of Parks and Recreation, Jessi Bon gave a staff report and showed a PowerPoint presentation (available on the city's website at [www.ci.sammamish.wa.us](http://www.ci.sammamish.wa.us)).

The Council decided to defer the decision to name the SE 8<sup>th</sup> Street Park until Parks and Recreation Director Jessi Bon has a discussion with Ms. Pigott about the proposed names.

### **Council Reports**

Councilmember John James requested to be excused from the next meeting on March 5, 2013 City Council/Study Session, as he has a schedule conflict.

Councilmember Vance reported on the Legislative Conference with the Association of Washington Cities.

Councilmember Whitten reported the selection committee for the Economic Development Consultants. The committee has selected CAI.

Councilmember Gerend spoke with regards to the Conservation Future funds available for

possibly the Kokanee Project and he will give the information to the City Manager Ben Yazici. He also shared the Association of Washington Cities Scholarship program for \$1,000.00.

Deputy Mayor Valderrama mentioned the final Eastside Fire & Rescue, Service Delivery Task Force meeting and the Citizens for Sammamish meeting.

Mayor Odell discussed the Washington Technology Committee meeting he attended.

The Council discussed the possibility of Council office hours beginning on the third Monday of each month, before the Council meeting. City Manager Yazici will look into what was discussed at the Council Retreat.

**City Manager Report**

No report

**Executive Session** – Pursuant to RCW 42.30.110(1)(iii) Potential Litigation - – Council retired to Executive Session at 9:15 pm and returned at 9:25 pm. No action taken.

Meeting adjourned at 9:26 pm.

---

Lita Hachey, Administrative Assistant  
to the City Clerk

---

Thomas T. Odell, Mayor

**COUNCIL**  **MINUTES**

**Regular Meeting/Study Session**  
**March 5, 2013**

Mayor Tom Odell called the regular meeting of the Sammamish City Council to order at 6:30 pm.

**Councilmembers present:** Mayor Tom Odell, Deputy Mayor Ramiro Valderrama, Councilmembers John Curley, Don Gerend, Tom Vance and Nancy Whitten.

**Councilmembers absent:** Councilmember John James.

MOTION: Deputy Mayor Valderrama moved to excuse Councilmember James. Councilmember Gerend seconded. Motion carried unanimously 6-0.

**Staff present:** City Manager Ben Yazici, Public Works Director Laura Philpot, Assistant City Manager/Community Development Director Kamuron Gurol, Parks & Recreation Director Jessi Richardson, Administrative Services Director Mike Sauerwein, City Attorney Bruce Disend, and City Clerk Melonie Anderson.

**Roll Call/Pledge of Allegiance**

Roll was called. Councilmember Vance led the pledge.

**Approval of Agenda**

MOTION: Deputy Mayor Valderrama moved to approve the agenda. Councilmember Curley seconded. Motion carried unanimously 6-0.

**Public Comment**

Harry Shed, 2313 Sahalee Drive E, Presented a recommendation to the City Council on behalf of Citizen's For Sammamish regarding the ECA update.

Megan Gee, 22201 NE 28<sup>th</sup> Place, Addressed the cumulative environmental impacts of small, isolated, low functioning wetlands.

Mark Cross, 247 208<sup>th</sup> Avenue, Spoke regarding the ECA update.

Kate Poaster, 21627 SE 8<sup>th</sup> Street, She suggested Salamander Hollow as a name for the SE 8<sup>th</sup> Street Park.

Reid Brockway, Spoke regarding the ECA update.

Mike Perry, 21660 SE 33<sup>rd</sup> Place, Spoke regarding the Community and Aquatic Center.

John Galvin, 432 228<sup>th</sup> Avenue SE, Spoke regarding the Economic Development Plan contract on the agenda for approval tonight.

Mr. Gee, 22201 NE 28<sup>th</sup> Place, – Spoke regarding the ECA update.

George Tosky, 2727 Eastlake Sammamish Parkway SE, Spoke regarding the Eastlake Sammamish Trail.

### **Consent Agenda**

Payroll for the period ending February 15, 2013 for pay date February 20, 2013 in the amount of \$248,780.74

Approval: Claims for period ending March 5, 2013 in the amount of \$312,893.89 for Check No. 34197 through No. 34278

Bid Award for Community Gardens/Henderson Partners

Purchase: Replacement Excavator

Resolution: Accepting The 244<sup>th</sup> Avenue Non-Motorized Improvements, Phase 2 as Complete.(R2013-527)

Deputy Mayor Valderrama requested Item 4 be removed from the Consent Agenda and Councilmember Whitten requested Item 3 removed from the Consent Agenda.

**MOTION: Councilmember Gerend move to approve the Consent Agenda and as amended. Deputy Mayor Valderrama seconded. Motion carried unanimously 6-0.**

### **Public Hearing**

### **Unfinished Business**

### **New Business**

Contract: Economic Development Strategy/Community Attributes, Inc.

Deputy City Manager Lyman Howard gave the staff report and a PowerPoint presentation (*available on the city's website at [www.ci.sammamish.wa.us](http://www.ci.sammamish.wa.us)*).

**MOTION: Councilmember Gerend moved to authorize the City Manager to sign a contract with Community Attributes, Inc. for the development of the City's strategic economic development plan. Deputy Mayor Valderrama seconded. Motion carried unanimously 6-0.**

Contract: Cumulative Impact Analysis/ESA, Inc.

Assistant City Manager/Director of Community Development Kamuron Gurol gave the staff report and showed a PowerPoint presentation (*available on the city's website at [www.ci.sammamish.wa.us](http://www.ci.sammamish.wa.us)*).

MOTION: Councilmember Gerend moved to authorize the City Manager to sign a contract with ESA in an amount not to exceed \$32,140. Councilmember Vance seconded. Motion carried unanimously 6-0.

Resolution: Approving The 2013 Budget And Work Program For A Regional Coalition For Housing (ARCH)

Mr. Gurol introduced Arthur Sullivan, Program Manager for ARCH, who gave the staff report.

MOTION: Deputy Mayor Valderrama moved to adopt the resolution approving the 2013 Budget and Work Program for ARCH. Councilmember Gerend seconded. Motion carried unanimously 6-0(R2013-528).

Approval: SE 14<sup>th</sup> Street Improvements

Public Works Director Laura Philpot gave the staff report and showed a PowerPoint presentation (*available on the city's website at [www.ci.sammamish.wa.us](http://www.ci.sammamish.wa.us)*).

MOTION: Deputy Mayor Valderrama moved to authorize the improvements of approximately 500 feet of SE 14<sup>th</sup> Street to complete the roadway between the proposed Lawson Park development and 247<sup>th</sup> Avenue SE in an approximate amount of \$175,000 utilizing a portion of the city's ending fund balance. Councilmember Gerend seconded. Motion carried unanimously 6-0.

### **Council Reports**

Councilmember Vance reported the Community and Economic Development Committee will meet on March 12, at 5:30 pm. EF & R Funding Model Task Force will be meeting on March 18.

Deputy Mayor Valderrama reported that he and the Mayor attended the Citizen's for Sammamish meeting.

Councilmember Gerend reported the Finance Committee will meet on March 6. He and the Mayor will be attending the National League of Cities conference in Washington DC.

### **City Manager Report**

- Community and Aquatic Center, re-cap of Consultant Selection Process – City Manager Ben Yazici reported the city plans on using Barker Rinker Seacat (BRS) to continue work on the design of the Community Center. Design costs are estimated to be around \$2 million and construction management will probably be \$500,000. Staff will check in with the Council at 30%, 45% and 60% design.

MOTION Councilmember Vance moved to allow staff to move forward with contract negotiations with BRS for design and construction administration of the community center. Councilmember Gerend seconded. Motion carried 5-1 with Councilmember Curley dissenting.

- Ebright Creek Monitoring – Ms. Philpot gave the staff report and a PowerPoint presentation (*available on the city's website at [www.ci.sammamish.wa.us](http://www.ci.sammamish.wa.us)*). Council will defer this decision for two weeks.

Meeting adjourned at 8:22 pm

**Open Study Session**

8:30 pm

- Environmentally Critical Areas Update (120 min)  
Review of 2013 ECA updates Volumes 1 and 2

**Close Study Session**

9:45 pm

---

Melonie Anderson, City Clerk

---

Thomas T. Odell, Mayor



# City Council Agenda Bill

**Meeting Date:** March 18, 2013

**Date Submitted:** March 14, 2013

**Originating Department:** Parks and Recreation

**Clearances:**

City Manager  
 Attorney  
 Admin Services

Community Development  
 Finance & IT  
 Fire

Parks & Recreation  
 Police  
 Public Works

**Subject:** Design and Construction Administration Contract with Barker Rinker Seacat Architecture Professional Corporation (BRS) for the Community and Aquatic Center Project.

**Action Required:** Authorize the City Manager to execute a design and construction administration contract with Barker Rinker Seacat Architecture Professional Corporation (BRS) in the amount of \$2,554,514 for the Community & Aquatic Center project and to administer a \$150,000 contingency for consultant services.

**Exhibits:**

1. AIA Document B101-2007: Agreement between Owner and Architect
2. AIA Document E201-2007: Digital Data Protocol
3. AIA Document E202-2008: Building Information Modeling Protocol
4. Exhibit A: Scope of Work, Project Schedule
5. Exhibit B: Compensation
6. Exhibit C: Billing Rate Categories
7. Exhibit D: Reimbursable Expense Summary
8. Agenda Bill to City Council dated 08/06/12 attached here for reference only

**Budget:** \$25,000,000 is the City's budget for the Community and Aquatic Center Project. An additional \$5,000,000 will be contributed by the YMCA.

**Summary Statement:**

On March 5, 2013 the City Council authorized staff to proceed with negotiating the scope and fee for the architectural services contract for the Community and Aquatic Center project. Upon receiving this direction, staff have worked with Barker Rinker Seacat Architecture (BRS) to develop a scope that will include schematic design, design development, construction documents, permitting, bidding and construction administration.

The contract includes three AIA (American Institute of Architects) documents and four exhibits. The AIA contract format was selected for this project due to the size and the scope of the contract. All documents have been reviewed by the City attorney and our insurance carrier, Washington Cities Insurance Authority, and their recommended changes incorporated in the final documents.



# City Council Agenda Bill

---

## Phases of Work:

The architectural contract includes the following:

- **Schematic Design:** The architect will review and evaluate the City’s program, budget, schedule and the codes and regulations applicable to the project. The deliverables at this phase will include a site plan, preliminary building plans, elevations and sections, preliminary selection of building materials and a revised budget estimate.
- **Design Development:** In addition to the development of building plans, sections and elevations in this phase, the architect will also provide typical construction details and diagrammatic layouts of building systems to fix and describe the character of the architectural, structural, mechanical and electrical systems. An outline of specifications and an estimate of work will also be developed.
- **Construction Documents:** Detailed construction documents will be developed by the architect team with progress documents provided for review at the 50% and 90% level of completion. Construction documents will include up to six additive or deductive alternates allowing the flexibility to add or deduct components upon receiving the bids. This flexibility is critical to the value-engineering aspect of this project and ensuring the project remains within the budget.
- **Permitting:** It is anticipated that the 90% complete drawings will be submitted for building permits.
- **Bidding:** The architect will assist the City in obtaining competitive bids, preparing responses to bidders’ questions in the form of bid addenda and confirming the responsiveness of the bids.
- **Construction Administration:** The architect will visit the site and keep the owner informed about the progress and quality of the work completed. The architect will review and certify payments due to the contractor, process submittals in a timely manner and respond to contractor requests for information and substitution requests.

## Project Design Check-In with City Council:

As design commences, there will be numerous opportunities to review and discuss design progress with the City Council. The architectural contract includes two presentations to the City Council at approximately 30% and 50% design completion. These are critical stages of design where decisions will need to be made and direction provided to the design team. In addition to those key check-in meetings with the architect, staff will provide regular updates to the City Council as design progresses.

## Summary of the Consultant Team:

As with most major capital projects, BRS has assembled a team of sub-consultants to assist them in designing and engineering the facility. Most of the sub-consultants are from Western Washington and have worked with BRS on other projects. For reference, a list of the sub-consultants and a description of their role in this project is provided below:



## City Council Agenda Bill

---

1. **Barker Rinker Seacat Architecture (BRS): Prime Consultant**, Architecture and Interior Design
2. **Water Technology (WTI)**: Aquatics specialists that will design the aquatics component. Perhaps the most important sub-consultant due to the complex nature of aquatic design and programming.
3. **Site Workshop (Site)**: Landscape architects that will provide landscape and site planning.
4. **CEKO**: Civil engineers that will provide site (storm water) and utility design.
5. **KPFF**: Structural engineers, design of the structural and lateral building systems.
6. **Glumac**: Mechanical, electrical, plumbing, lighting, aquatics commissioning and energy consultants that will maximize opportunities for energy efficiency related to development of the facility.
7. **Sparling**: Acoustical consultants that will assure proper sound isolation between spaces.
8. **Wiss, Janney, Elstner (WJE)**: Building envelope consulting to verify coordination of the design and detailing of the building envelope.
9. **iBIM**: Construction specifications.
10. **Architectural Cost Consultants (ACC)**: These are architects that specialize in cost-estimating. Their role is limited to supporting the prime architects in developing construction cost estimates that accurately reflect the current market. They will also play a role in value-engineering.
11. **HWA**: geotechnical and material testing engineers. This firm provided a preliminary geotechnical analysis of the site, and has been retained to provide additional consulting.

### City Responsibilities:

A site survey, wetland delineation and preliminary geotechnical analysis were completed for the Kellman site during the feasibility study phase of the project in 2011. A traffic study was also conducted at that time and will be updated by David Evans & Associates to reflect the reduced scope of the project as well as incorporate the updated 2012 traffic model.

In addition the City will be responsible for all utility connection fees for water, sewer (Sammamish Plateau Water & Sewer District), gas and electrical (PSE) as well as for phone and data. The City will also be responsible for hiring a mechanical and envelope commissioning agent during the construction phase to inspect each of the respective systems. Lastly, the City will alleviate a portion of the reimbursable costs by printing some of the full-size bid and permit construction documents locally.



## City Council Agenda Bill

### Project Scope:

The City of Sammamish proposes to build a two-story approximately 60,000 square-foot community and aquatic center. The center will be constructed on the Sammamish Commons campus, adjacent to the library on what is commonly known as the “Kellman site.” In addition to the new building, the project will include an access road, surface parking, a fire lane and a parking structure. The planned facility will be owned by the City and operated by the YMCA in accordance with the operating and management agreement approved by the City Council on February 19, 2013.

Program components of the facility will include:

- **Natorium:** including a leisure pool and a 6-lane, 25-yard lap pool. The leisure pool will feature a zero-depth entry, water slides, a variety of interactive spray features and a lazy river. It will also feature open water for recreational swimming and group water classes. The 25-yard lap pool will have 6-lanes with a water temperature relatively cooler than the leisure pool.
- **Gymnasium:** One full size and one half-size gymnasium.
- **Jogging Track:** A two-lane jogging track that circles above the gymnasiums.
- **Fitness:** A fitness space with individual fitness equipment, including cardio, circuit training and weights.
- **Locker Rooms:** Male, female and a number of private family changing rooms.
- **Multi-purpose Rooms:** Several multi-purpose rooms that will provide programming flexibility over the life of the facility.
- **Youth Development Room:** A room to serve teens and after school programs.
- **Child Watch:** A room for short term supervised care of children while parents and guardians use the facility.
- **Adventure Zone:** A play area including a soft play structure for indoor play and youth recreation.
- **Break room:** A small kitchen for storing and warming food.
- **Restrooms:** At both levels.
- **Lobby and Office Spaces**
- **Storage:** Required and necessary storage and mechanical spaces.
- **Emergency Shelter:** The facility design includes elements necessary for the building to serve as a warming shelter in the event of an emergency.
- **Parking:** Approximately 300 parking spaces on site, 240 in parking structures and the remainder of the parking on grade.
- **Loop Road:** Drives connecting the facility to 228<sup>th</sup> Avenue SE to the east and north.

Although every effort will be made to design the facility with energy efficient systems where appropriate, the project will not pursue LEED certification.



## City Council Agenda Bill

### Project Budget and Project Costs:

The project budget is \$30 million. The budget includes all associated project costs: building and site hard and soft costs, Washington State sales tax and contingencies.

On August 6, 2012, staff presented a project cost estimate to the council based on the preliminary conceptual drawings. The estimate is provided below for your reference.

1. Soft Costs:

BRS Contract:	\$ 2,554,514
Utilities Connection Fees:	\$ 250,000
<u>Commissioning etc.</u>	<u>\$ 100,000</u>
<b>Total Soft Costs</b>	<b>\$ 2,904,514</b>
  
2. Hard Costs, Maximum Allowable Construction Costs (MACC):

Community & Aquatic Center:	\$16,500,000
Parking Garage:	\$ 5,000,000
Site:	\$ 1,930,000
<u>Loop Road:</u>	<u>\$ 1,200,000</u>
<b>Total Hard costs (MACC):</b>	<b>\$24,630,000</b>
  
3. Total Estimated Project Costs:

<b>Total Soft Costs</b>	<b>\$ 2,904,514</b>
<b>Total Hard costs (MACC):</b>	<b>\$24,630,000</b>
WSST 9.5%	\$ 2,340,000
<u>Contingencies (10% of MACC)</u>	<u>\$ 2,460,000</u>
<b>PROJECT TOTAL</b>	<b>\$ 32,334,514</b>

With the inclusion of a 10% contingency, our project estimate currently exceeds the budget by approximately \$2.33 million. This will be corrected during the schematic design phase of the project. BRS, the staff, and representatives from the YMCA will work through the early phases of design to identify cost savings. We will also include deductive alternates in the bidding documents to ensure an end product that fits within the available budgeted amount. For more information on cost saving opportunities associated with this project, please refer to pages 2-3 of the August 6, 2012 agenda bill attached here for your reference (Labeled Exhibit 8).

### Project Timeline:

Design and permitting for a project of this magnitude will take approximately one year to complete. Construction is expected to take about 18 months. The estimated timeline for completion is provided below:

Schematic Design	March to June 2013
Design Development	June to October 2013
Construction Documents	October 2013 to February 2014
Permit Review	January to April 2014



## City Council Agenda Bill

Bidding	April to May 2014
Contract Negotiation	May to June 2014
Construction	June 2014 to December 2015

### **Project Background:**

The City conducted a comprehensive community center feasibility study in 2011. The feasibility study was multifaceted, consisting of an extensive public outreach process, a market analysis, business planning, facility programming, site analysis and concept design alternatives with costs. This information was compiled into a written report. Five community workshops were held from March to July of 2011 to give the public and city officials an opportunity to weigh in during the process. The feasibility study helped identify the type of facility the community wanted and projected potential construction and operating costs. The findings of the study were presented to the City Council in July 2011.

In early 2012, the City Council directed staff to scale back the size of the facility and identify a suitable operating partner, both directives aimed at reducing costs. A revised facility plan was developed for a community and aquatic center approximately 60,000 sq. ft. in size. Proposed features include one full-size gymnasium, one family-size (reduced size) gymnasium, a cardio and group fitness area, a jogging track, and a child watch area. The aquatic component proposal includes a leisure pool and a 6-lane, 25-yard lap pool with locker rooms. The facility will also include several multipurpose rooms. A combination of terraced parking and surface parking will accommodate 300+ cars, and a new loop road will be built around City Hall to serve the new facility. The revised facility plan allows for future expansion.

In mid-2012, the YMCA was confirmed as the operating partner for the new facility. The general terms of a partnership were outlined and a MOU was signed on August 1, 2012, between the City and the YMCA.

In the summer of 2012, the City Council approved a resolution authorizing staff to place an advisory vote on the November 6, 2012 general election ballot regarding the construction of a Community and Aquatic Center in Sammamish (Proposition 1). The election results, which were certified on Nov. 27, 2012, show that 12,700 Sammamish residents (53.65%) voted in favor of the facility, while 10,971 (46.35%) voted against it. On December 4, 2012, the City Council passed a resolution accepting the results of the election and authorized the staff to proceed with the steps necessary to design and construct the center, pending the finalization of an operating agreement between the City and the YMCA.

On February 19, 2013 City Council authorized the City Manager to execute an Operating and Management Agreement with the YMCA for operation of the Sammamish Community and Aquatic Center as well as a Recreational Property Ground Lease for the YMCA-owned property located adjacent to Pine Lake Middle School.



## City Council Agenda Bill

### Financial Impact:

The requested authorization amount is \$2,704,514 which includes a design and construction administration contract with Barker Rinker Seacat Architecture (BRS) in the amount of \$2,554,514. The remaining authorized amount (\$150,000 contingency) will cover additional architectural or consultant services (if needed) for the project.

The fee summary for the project is as follows:

Service	Building	Parking Garage	Site & Loop Road	Total
Schematic Design	\$246,456	\$47,512	\$79,279	\$373,248
Design Development	\$349,843	\$75,316	\$63,800	\$488,959
Construction Documents	\$556,471	\$133,848	\$106,755	\$797,074
Bidding	\$24,021	\$7,017	\$3,410	\$34,448
Contract Administration	\$448,195	\$99,050	\$120,285	\$667,529
Project Closeout	\$27,557	\$8,764	\$3,410	\$39,731
			<b>SUB-TOTAL</b>	<b>\$2,400,988</b>
			Washington State B&O tax	\$43,218
			Reimbursable Expenses	\$110,308
			<b>TOTAL</b>	<b>\$2,554,514</b>

A breakdown of the fee for each phase by project discipline is provided in the attached Exhibit B.

### Recommended Motion:

Authorize the City Manager to execute a contract with Barker Rinker Seacat Architecture, Professional Corporation (BRS) for \$2,554,514 for the design and construction administration phase of the Community and Aquatic Center project. Also authorize a contingency to be administered by the City Manager in the amount of \$150,000 for additional architectural or consultant services if needed.



# AIA<sup>®</sup> Document B101<sup>™</sup> – 2007

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the 18th day of March in the year 2013  
(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

City of Sammamish  
801 228th Avenue SE  
Sammamish, WA 98075  
Telephone Number: 425.295.0500  
Fax Number: 425.295.0600

and the Architect:  
(Name, legal status, address and other information)

Barker Rinker Seacat Architecture, Professional Corporation  
3457 Ringsby Court  
Unit 200  
Denver, CO 80216  
Telephone Number: 303.455.1366  
Fax Number: 303.455.7457

for the following Project:  
(Name, location and detailed description)

Sammamish Community and Aquatic Center  
831 228th Avenue SE  
Sammamish, Washing 98075

The City of Sammamish, proposes to build a two-story, approximately 60,000-square-foot community and aquatic center on 9.36 acres of city-owned land west of the City Hall and Library. In addition to a new building the project will include an access road, fire lane and new parking structures. We understand the planned facility will be owned by the City and operated by the YMCA. Program components of the facility will include:

- Natatorium: A 10, 700 SF (square foot) space including a leisure pool, lap pool and a family spa. The leisure pool will have a zero-depth entry, water slides, a variety of interactive spray features and a lazy river. It will also feature open water for recreational swimming and group water classes. The 25-yard lap pool will have 6-lanes with a water temperature relatively cooler than the leisure pool.
- Gymnasium: A 7,400 SF and smaller 3,770 SF gymnasium
- Jogging Track: A two-lane jogging track that circles above the gymnasiums.
- Fitness: A 7,300 SF fitness space with individual fitness equipment, including cardio, circuit training and weights.
- Locker Rooms: Male, female and a number of private family changing rooms.
- Multi-purpose Rooms: Several multi-purpose rooms for flexibility over the life of the project.
- Youth Development Room: A 1,200 SF room to serve teens and after school programs.
- Child Watch: A room for short term supervised care of children while parents and guardians use the facility.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

**AIA Document B101<sup>™</sup> – 2007 (formerly B151<sup>™</sup> – 1997).** Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA<sup>®</sup> Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA<sup>®</sup> Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 11:15:09 on 03/14/2013 under Order No.1873644786\_1 which expires on 07/25/2013, and is not for resale.

User Notes:

(1162301739)

## Exhibit 1

- Adventure Zone: A 2,200 SF room including a soft play structure for indoor play and youth recreation.
- Break room: A small kitchen for storing and warming food.
- Restrooms: At both levels
- Lobby and Office Spaces
- Storage: Required and necessary storage and mechanical spaces.
- Parking: Approximately 300 parking spaces on site, with approximately 240 spaces in parking structures and the remainder of the parking on grade.
- Loop Road: Drives connecting the facility to 228<sup>th</sup> Avenue SE to the east and north.

The construction budget is approximately \$16.5 million for the Community and Aquatics Center. Two, similar parking structures are planned and are anticipated to be open concrete structures with a construction budget of approximately \$5 million. Site costs are projected to be approximately \$1.93 million and the loop road is valued at \$1.2 million. The total MACC is \$24.631M and the project budget is \$30 million, including both building and site hard costs, soft costs, Washington State Sales Tax, contingency, and design and construction of a loop road.

The YMCA will partner with the City in the operation of the facility and will provide input during the design phase regarding facility operations.

The Owner and Architect agree as follows.

# Exhibit 1

## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

## EXHIBIT A INITIAL INFORMATION

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

*(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

Spring 2014

.2 Substantial Completion date:

Fall 2015

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

### ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 11:15:09 on 03/14/2013 under Order No.1873644786\_1 which expires on 07/25/2013, and is not for resale.

User Notes:

(1162301739)

# Exhibit 1

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. Architect designates Craig Bouck, Principal and Keith Hayes, Project Manager as Architect's Representatives for all matters for the Architect under this Agreement and with respect to the Services to be performed by Architect for Owner. Architect's Representative shall be available to Owner at all reasonable times for consultation with Owner's Representatives. Owner may conclusively rely on the decisions made by Architect's Representatives, including those which modify this Agreement. Either party may change its Representative(s) under this agreement by giving written notice to the other party.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall procure and maintain the following insurance for the duration of this Agreement, against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

- .1 General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

Each Occurrence	\$1,000,000 min.
Damage to Premises	\$ 300,000 min.
General Aggregate	\$2,000,000 min.

1. .2 Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

Combined Single Limit	\$1,000,000 min.
-----------------------	------------------

- .3 Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

Each Accident	\$ 100,000 min.
Each Employee	\$ 100,000 min.
Policy Limit	\$ 500,000 min.

- .4 Professional Liability insurance appropriate to the Consultant's profession.

Init.

## Exhibit 1

Each Claim	\$1,000,000 min.
Aggregate	\$1,000,000 min.

2.5.6 Other insurance provisions: The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

2.5.7 No Limitation: Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

2.5.8 Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

2.5.9 Verification of Coverage: Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

2.5.10 Notice of Cancellation: The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

2.5.11 Failure to Maintain Insurance: Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary civil, landscape, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

Init.

## Exhibit 1

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's written approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval in writing.

### § 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's written approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's written approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels. Material samples will be provided for review and selection.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

## Exhibit 1

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval in writing.

### § 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's written approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval in writing. Construction documents shall include up to six (6) additive or deductive alternates. Progress documents will be provided for review, including drawings at the 50% and 90%, and specifications at the 50% complete points of the phase. It is anticipated the 90% complete drawings will be submitted for agency review.

### § 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

#### § 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids; (3) determining the successful bid, if any; and, (4) awarding and preparing contracts for construction.

#### § 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and assist conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

*(Paragraphs deleted)*

Init.

## Exhibit 1

### § 3.6 CONSTRUCTION PHASE SERVICES

#### § 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### § 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

#### § 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's

Init.

## Exhibit 1

Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

### § 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

### § 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. **Change orders which are significant and constitute a program addition requested by the owner will be considered additional services subject to Section 4.3. Change orders resulting from**

## Exhibit 1

unforeseen conditions which are significant, not the results of oversights by the Consultant and/or incorrect information provided by the owner, maybe considered additional services and are also subject to Section 4.3.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

### § 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

## ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

*(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	Owner	Complete
§ 4.1.2 Multiple preliminary designs	Architect	Proposal upon request
§ 4.1.3 Measured drawings	Architect	Proposal upon request
§ 4.1.4 Existing facilities surveys	Owner	N/A
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Architect <sup>4</sup>	Proposal upon request
§ 4.1.6 Building information modeling	Architect	In base scope of service
§ 4.1.7 Civil engineering	Architect	In base scope of service
§ 4.1.8 Landscape design	Architect	In base scope of service
§ 4.1.9 Architectural Interior Design (B252™-2007)	Architect <sup>5</sup>	Proposal upon request
§ 4.1.10 Value Analysis (B204™-2007)	Architect	Proposal upon request
§ 4.1.11 Detailed cost estimating	Included	In base scope of service
§ 4.1.12 On-site project representation	Not Provided <sup>1</sup>	N/A
§ 4.1.13 Conformed construction documents <sup>2</sup>	Architect	In base scope of service
§ 4.1.14 As-Designed Record drawings	Not Provided	N/A
§ 4.1.15 As-Constructed Record drawings	Architect	In base scope of service

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 11:15:09 on 03/14/2013 under Order No. 1873644786\_1 which expires on 07/25/2013, and is not for resale.

User Notes:

(1162301739)

# Exhibit 1

§ 4.1.16	Post occupancy evaluation	Architect	Proposal upon request
§ 4.1.17	Facility Support Services (B210™-2007)	Not Provided	N/A
§ 4.1.18	Tenant-related services	Not Provided	Proposal upon request
§ 4.1.19	Coordination of Owner's consultants	Not Provided	N/A
§ 4.1.20	Telecommunications/data design	Architect	In base scope of service
§ 4.1.21	Security Evaluation and Planning (B206™-2007)	Not Provided	N/A
§ 4.1.22	Commissioning	Architect	Aquatics systems only
§ 4.1.23	Extensive environmentally responsible design	Architect	A high-performance building is anticipated <sup>3</sup>
§ 4.1.24	LEED® Certification (B214™-2007)	Not Provided	N/A
§ 4.1.25	Fast-track design services	Architect	Proposal upon request
§ 4.1.26	Historic Preservation (B205™-2007)	N/A	N/A
§ 4.1.27	Furniture, Furnishings, and Equipment Design	Not Provided	N/A – Layout in base scope of service
§ 4.1.28	Signage and Environmental Design	Architect	In Base Scope
§ 4.1.29	Acoustical and AV Design	Architect	Included
§4.1.30	<b>Aquatic Design and Engineering</b>	Architect	In base scope of service
§4.1.31	<b>Acoustical Consulting</b>	Architect	In base scope of service
§4.1.31	<b>Envelope Consulting</b>	Architect	In base scope of service
§4.1.32	<b>Geotechnical Investigation and Material Testing</b>	Architect	In base scope of service

<sup>1</sup> Site visits anticipated as stated in paragraph 4.3.3

<sup>2</sup> Conformed Construction Documents are interpreted to mean bid documents including addenda issued during bidding.

<sup>3</sup> The design team has budgeted design for a high performance building focusing on energy and operating cost savings strategies and integration of low-VOC materials.

<sup>4</sup> The Kellman site has been selected and the site consultant scope of work is included in Exhibit A.

<sup>5</sup> The interior design scope of work is included in Exhibit A.

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

Refer to Exhibit A for a description of consultant scopes included in the base scope of service.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

Init.

## Exhibit 1

- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- .11 Assistance to the Initial Decision Maker, if other than the Architect.
- .12 BRS will attempt to coordinate trips to coincide with scheduled meetings so as to be able to brief Public Officials and other interested parties on project progress without additional cost to the project. If additional trips are required, these can be arranged. The cost will be \$2,000 per day for BRS Principals and \$1,000 per day for BRS Project Managers, plus expenses (budgeted at \$880 for an overnight trip).

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Three ( 3 ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Twenty-four ( 24 ) visits to the site by the Architect over the duration of the Project during construction. CEKO will supplement these trips and attend construction meetings weekly during the first half of project construction (nine months) and on alternate weeks during the second half of project construction (nine months). Four (4) visits by BRS Interiors are planned and these will be scheduled to occur with the Architect trips. The Aquatics Consultant anticipates five (5) trips during construction. Other Seattle-based consultants will also visit the site at intervals during construction, appropriate to the progress of work.
- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two ( 2 ) inspections for any portion of the Work to determine final completion
- .5 One (1) site visit prior to the end of the Contractor's warranty period.

§ 4.3.4 If the services covered by this Agreement have not been completed within Forty-two ( 42 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility,

Init.

## Exhibit 1

expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project and with respect to the Services to be performed by Architect for Owner. Owner shall designate an Owner's Representative(s) for all matters for the Owner under this Agreement. Owner's Representative(s) shall be available to Architect at all reasonable times for consultation with Architect. Architect may conclusively rely on the decisions made by Owner's Representatives, including those which modify this Agreement after approval by the City of Sammamish. The Owner designates Ms. Jessi Bon, City of Sammamish Parks & Recreation Director as the Owner's Representative. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Architect shall assist the Owner in procurement of services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Architect shall assist the Owner in procurement of tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The

## Exhibit 1

Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

### ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding Phase has not commenced within 6 months after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6. If the Owner chooses to proceed under Section 6.6.4, after the completion of Design Development, the Architect, with additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## Exhibit 1

### ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

### ARTICLE 8 CLAIMS AND DISPUTES

#### § 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

*(Paragraphs deleted)*

#### § 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the

Init.

## Exhibit 1

Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

To be determined by mutual agreement at the time of claim.

### § 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### § 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional

## Exhibit 1

person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

### ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments without just cause to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

## Exhibit 1

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

### ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, and Exhibit D: Architectural and Engineering Fee Allocation, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

Refer to Exhibit B

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Architect will prepare a proposal or work will be done on an hourly basis per Architect's current hourly rates at the time of additional services. These rates change in January of every year. 2013 hourly rates are shown in Exhibit C.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

Architect will prepare a proposal or work will be done on an hourly basis per Architect's current hourly rates at the time of additional services. These rates change in January of every year. 2013 hourly rates are shown in Exhibit C.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent ( 10.00 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

*(Table deleted)*

Init.

## Exhibit 1

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Refer to Exhibit C

Employee or Category	Rate
----------------------	------

### § 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent ( 10.00 %) of the expenses incurred.

### § 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Upon payment to Architect for work completed to date at time of termination, drawing files will be released to Owner.

### § 11.10 PAYMENTS TO THE ARCHITECT

*(Paragraph deleted)*

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty ( 60 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. *(Insert rate of monthly or annual interest agreed upon.)*

One and one half percent 1.5% per month

Init.

## Exhibit 1

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

### ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

12.1 Indemnification: Consultant shall indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

### ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit,
- .3 AIA Document E202™ 2008, Building Information Modeling Protocol Exhibit, or the following:

None

- .3 Other documents:  
*(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)*

Exhibit A: Scope of Work, Project Schedule

Exhibit B: Compensation

Exhibit C: Billing Rate Categories and Reimbursable Expenses

Exhibit D: Reimbursable Expense Summary

Exhibit 1

This Agreement entered into as of the day and year first written above.

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

*(Row deleted)*

By: \_\_\_\_\_

By: Craig Bouck 

Title: \_\_\_\_\_ City Manager \_\_\_\_\_

Title: \_\_\_\_\_ President/CEO \_\_\_\_\_

Date: \_\_\_\_\_

By: Keith Hayes 

Attest/Authenticated:

Title: \_\_\_\_\_ Principal \_\_\_\_\_

\_\_\_\_\_  
City Clerk

Date: 3/14/2013

Approved As To Form:

\_\_\_\_\_  
City Attorney

*(Rows deleted)*

Init.

**Certification of Document's Authenticity**  
**AIA® Document D401™ – 2003**

I, Sue Maguire, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:15:09 on 03/14/2013 under Order No. 1873644786\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*

# AIA<sup>®</sup> Document E201<sup>™</sup> – 2007

## Digital Data Protocol Exhibit

This Exhibit is incorporated into the accompanying agreement (the "Agreement") dated the 18th day of March in the year 2013  
*(In words, indicate day, month and year.)*

### BETWEEN:

*(Name, address and contact information, including electronic addresses)*

City of Sammamish  
801 228th Avenue SE  
Sammamish, WA 98075  
Telephone Number: 425.295.0500  
Fax Number: 425.295.0600  
Email Address: jbon@ci.sammamish.wa.us

### AND:

*(Name, address and contact information, including electronic addresses)*

Barker Rinker Seacat Architecture  
3457 Ringsby Court  
Unit 200  
Denver, CO 80216  
Telephone Number: 303.455.1366  
Fax Number: 303.455.7457  
Email Address: craigbouck@brsarch.com

for the following Project:

*(Name and location or address)*

Sammamish Community and Aquatic Center  
831 228th Avenue SE  
Sammamish, Washing 98075

The City of Sammamish, proposes to build a two-story, approximately 60,000-square-foot community and aquatic center on 9.36 acres of city-owned land west of the City Hall and Library. In addition to a new building the project will include an access road, fire lane and new parking structures. We understand the planned facility will be owned by the City and operated by the YMCA. Program components of the facility will include:

- A 10,700 SF Natatorium including:
  - A warm-water leisure pool with a zero-depth entry, water slides, a variety of interactive spray features, and a lazy river. It will also feature open water for recreational swimming and group water exercises.
  - A cool-water 25-yard Lap pool, with six lanes.
  - Family spa.
- A 7,400 square foot gymnasium.
- A 3,770 square foot family gymnasium.
- A two-lane walk/jog track with a synthetic, resilient surface that circles above the gymnasiums.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

## Exhibit 2

- 7,300 square foot Fitness space with individual fitness equipment, including cardio, circuit training and weights. The room will have carpet and rubber floors, area lighting, and mirrors to facilitate personal workout routines.
- Male and female locker rooms along with a number of private family changing rooms.
- Several multipurpose rooms.
- A 1,205 square foot youth development room.
- A child-watch room for short-term, supervised care of children while parents and guardians use the facility.
- A 2,200 square foot child "Adventure Zone" including a soft play sculpture for indoor play and youth recreation in a room with a resilient floor.
- Restrooms on both levels.
- Lobby and office spaces.
- Required and necessary storage and mechanical spaces.
- Approximately 300 parking spaces on-site, approximately 240 of these in two similar parking structures and the remainder of the parking on grade.
- Drives connecting the facility to 228th Avenue NE to the east and north.

The construction budget is approximately \$16.5 million for the Community and Aquatics Center. Two, similar above grade parking structures are planned and are anticipated to be open concrete structures with a construction budget of approximately \$5 million. Site costs are projected to be approximately \$1.93 million and the loop road is valued at \$1.2 million. The total MACC is \$24.631M and the project budget is \$30 million, including both building and site hard costs, soft costs, Washington State Sales Tax, contingency, and design and construction of a loop road.

The YMCA will partner with the City in the operation of the facility and will provide input during the design phase regarding facility operations.

### TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 TRANSMISSION OF DIGITAL DATA

3 PROJECT PROTOCOL TABLE

### ARTICLE 1 GENERAL PROVISIONS

§ 1.1 This Exhibit establishes the procedures the parties agree to follow with respect to the transmission or exchange of Digital Data for this Project. Where a provision in this Exhibit conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Exhibit will prevail.

§ 1.1.1 The parties agree to incorporate this Exhibit by reference into any other agreement for services or construction for the Project.

§ 1.1.2 Signatures may be made by electronic methods to the fullest extent permitted by applicable law.

### § 1.2 DEFINITIONS

§ 1.2.1 **Digital Data.** Digital Data is defined as information, communications, drawings, or designs created or stored for the Project in digital form.

§ 1.2.2 **Confidential Information.** Confidential Information is defined as Digital Data that the transmitting party has designated as confidential and clearly marked with an indication such as "Confidential" or "Business Proprietary."

§ 1.2.3 **Written or In Writing.** In addition to any definition in the Agreement to which this Exhibit is attached, "written" or "in writing" shall mean any communication, including without limitation a notice, consent or interpretation, prepared and sent to an address provided in this Exhibit using a transmission method set forth in this Exhibit that permits the recipient to print or store the communication. Communications transmitted electronically are presumed received if sent in conformance with this Section 1.2.3.

## Exhibit 2

### ARTICLE 2 TRANSMISSION OF DIGITAL DATA

§ 2.1 The transmission of Digital Data constitutes a warranty by the transmitting party to the receiving party that the transmitting party (1) is the copyright owner of the Digital Data, (2) has permission from the copyright owner to transmit the Digital Data for its use on the Project, or (3) is authorized to transmit Confidential Information.

§ 2.2 The receiving party agrees to keep Confidential Information strictly confidential and not to disclose it to any other person except to (1) its employees, (2) those who need to know the content of the Confidential Information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of Confidential Information.

§ 2.3 The transmitting party does not convey any right in the Digital Data or in the software used to generate the data. The receiving party may not use the Digital Data unless permission to do so is provided in the Agreement, in other documents incorporated by reference into the Agreement, such as the general conditions of the contract for construction, or in a separate license.

§ 2.4 Unless otherwise granted in a separate license, the receiving party's use, modification, or further transmission of the Digital Data, as provided in the Agreement, is specifically limited to the design and construction of the Project in accordance with the Project Protocols set forth in Article 3, and nothing contained in this Exhibit conveys any other right to use the Digital Data for another purpose.

§ 2.5 To the fullest extent permitted by law, the receiving party shall indemnify and defend the transmitting party from and against all claims arising from or related to the receiving party's modification to, or unlicensed use of, the Digital Data.

### ARTICLE 3 PROJECT PROTOCOL TABLE

§ 3.1 The parties agree to comply with the data formats, transmission methods and permitted uses set forth in the Project Protocol Table below when transmitting or using Digital Data on the Project.

*(Complete the Project Protocol Table by entering information in the spaces below. Adapt the table to the needs of the Project by adding, deleting or modifying the listed Digital Data as necessary. Use Section 3.2 Project Protocol Table Definitions to define abbreviations placed, and to record notes indicated, in the Project Protocol Table.)*

Digital Data	Data Format	Transmitting Party	Transmission Method	Receiving Party	Permitted Uses	Notes (Enter #)
§ 3.1.1 Project Agreements and Modifications	PDF	EM/NF	EM	EM/NF	TBD	
§ 3.1.2 Project communications		EM/NF		EM/NF	TBD	
General communications	EM		EM	TBD	TBD	
Meeting notices	EM		EM	TBD	TBD	
Agendas	PDF		EM	TBD	TBD	
Minutes	PDF		EM	TBD	TBD	
Requests for information	PDF		EM	TBD	TBD	
Other:						
§ 3.1.3 Architect's pre-construction submittals						
Schematic Design Documents	PDF		NF	NF	TBD	
Design Development Documents	PDF		NF	NF	TBD	
Construction Documents	PDF		NF	NF	TBD	
§ 3.1.4 Architect's Drawings and Specifications						
Contract Documents	PDF		NF	NF	TBD	
Drawings	ACAD		NF	NF	TBD	
Specifications	W		NF	NF	TBD	
Other:						
§ 3.1.5 Contractor's submittals						
Product data						
Submitted by Contractor	PDF		NF	NF	TBD	
Returned by Architect	PDF		NF	NF	TBD	
Shop drawings						
Submitted by Contractor	PDF		NF	NF	TBD	

## Exhibit 2

Returned by Architect	PDF		NF	NF	TBD	
Other submittals:						
<b>§ 3.1.6</b> Subcontractor's submittals						
Product data						
Submitted by Subcontractor	PDF		NF	NF	TBD	
Returned by Contractor	PDF		NF	NF	TBD	
Shop drawings						
Submitted by Subcontractor	PDF		NF	NF	TBD	
Returned by Contractor	PDF		NF	NF	TBD	
Other Submittals:						
<b>§ 3.1.7</b> Modifications						
Architect's Supplemental Instructions	PDF		NF	NF	TBD	
Requests for proposal	PDF		EM	EM	TBD	
Proposal	PDF		EM	EM	TBD	
Modification communications	PDF		EM	EM	TBD	
<b>§ 3.1.8</b> Project payment documents	PDF		EM	EM	TBD	
<b>§ 3.1.9</b> Notices and Claims	PDF		EM	EM	TBD	
Other:						
<b>§ 3.1.10</b> Closeout documents	PDF		EM	TBD	TBD	
Record documents						
Project Manuals	PDF/W		NF			
Specifications	E/W		NF			
Drawings	ACAD		NF			

### § 3.2 PROJECT PROTOCOL TABLE DEFINITIONS

(Below are suggested abbreviations and definitions. Delete, modify or add as necessary.)

#### Data Format:

(Provide required data format, including software version.)

W .docx, Microsoft® Word 2010  
 E ,xlsx, Microsoft Excel 2010  
 PDF Adobe PDF or Bluebeam PDF (compatible with Adobe)  
 ACAD .dwg, Autocad 2012

#### Transmitting Party:

O Owner  
 A Architect  
 C Contractor

#### Transmission Method:

EM Via e-mail  
 EMA As an attachment to an e-mail transmission  
 CD Delivered via Compact Disk  
 PS Posted to Project Web site  
 FTP FTP transfer to receiving FTP server  
 NF Newforma Project Center site

#### Receiving Party:

O Owner  
 A Architect  
 C Contractor

Init.

## Exhibit 2

### Permitted Uses:

*(Receiving Party's permitted use(s) of Digital Data)*

- S Store and view only
- R Reproduce and distribute
- I Integrate (incorporate additional digital data without modifying data received)
- M Modify as required to fulfill obligations for the Project

### Notes:

*(List by number shown on table.)*

Init.

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Sue Maguire, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:52:47 on 03/13/2013 under Order No. 1873644786\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document E201™ – 2007, Digital Data Protocol Exhibit, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*

# AIA<sup>®</sup> Document E202<sup>™</sup> – 2008

## ***Building Information Modeling Protocol Exhibit***

This Exhibit is incorporated into the accompanying agreement (the "Agreement") dated the 18th day of March in the year 2013  
*(In words, indicate day, month and year.)*

**BETWEEN:**

*(Name, address and contact information, including electronic addresses)*

City of Sammamish 801 228<sup>th</sup> Avenue SE  
Sammamish, WA 98075

**AND:**

*(Name, address and contact information, including electronic addresses)*

Barker Rinker Seacat Architecture, P.C.  
3457 Ringsby Court, Suite 200  
Denver, CO 80216  
Telephone Number: 303.455.1366  
Fax Number: 303.455.7457

for the following Project:  
*(Name and location or address)*

Sammamish Community and Aquatic Center  
831 228th Avenue SE  
Sammamish, Washing 98075

**TABLE OF ARTICLES**

- 1      **GENERAL PROVISIONS**
- 2      **PROTOCOL**
- 3      **LEVEL OF DEVELOPMENT**
- 4      **MODEL ELEMENTS**

**ARTICLE 1    GENERAL PROVISIONS**

§ 1.1 This Exhibit establishes the protocols, expected levels of development, and authorized uses of Building Information Models on this Project and assigns specific responsibility for the development of each Model Element to a defined Level of Development at each Project phase. Where a provision in this Exhibit conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Exhibit will prevail.

§ 1.1.1 The parties agree to incorporate this Exhibit by reference into any other agreement for services or construction for the Project.

**§ 1.2 Definitions**

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

## Exhibit 3

**§ 1.2.1 Building Information Model.** A Building Information Model(s) is a digital representation of the physical and functional characteristics of the Project and is referred to in this Exhibit as the "Model(s)," which term may be used herein to describe a Model Element, a single Model or multiple Models used in the aggregate. "Building Information Modeling" means the process and technology used to create the Model.

**§ 1.2.2 Level of Development.** The Level(s) of Development (LOD) describes the level of completeness to which a Model Element is developed.

**§ 1.2.3 Model Element.** A Model Element is a portion of the Building Information Model representing a component, system or assembly within a building or building site. For the purposes of this Exhibit, Model Elements are represented by the Construction Specifications Institute (CSI) UniFormat™ classification system in the Model Element Table at Section 4.3.

**§ 1.2.4 Model Element Author.** The Model Element Author is the party responsible for developing the content of a specific Model Element to the LOD required for a particular phase of the Project. Model Element Authors are identified in the Model Element Table at Section 4.3.

**§ 1.2.5 Model User.** The Model User refers to any individual or entity authorized to use the Model on the Project, such as for analysis, estimating or scheduling.

### ARTICLE 2 PROTOCOL

#### § 2.1 Coordination and Conflicts

Where conflicts are found in the Model, regardless of the phase of the Project or LOD, the discovering party shall promptly notify the Model Element Author(s). Upon such notification, the Model Element Author(s) shall act promptly to mitigate the conflict.

#### § 2.2 Model Ownership

In contributing content to the Model, the Model Element Author does not convey any ownership right in the content provided or in the software used to generate the content. Unless otherwise granted in a separate license, any subsequent Model Element Author's and Model User's right to use, modify, or further transmit the Model is specifically limited to the design and construction of the Project, and nothing contained in this Exhibit conveys any other right to use the Model for another purpose.

#### § 2.3 Model Requirements

**§ 2.3.1 Model Standard.** The Model shall be developed in accordance with the following standard, if any: *(Set forth below object naming conventions, graphic standards, common symbology, etc., or state an applicable standard, such as the National Building Information Model Standards (NBIMS).)*

**§ 2.3.2 File Format(s).** Models shall be delivered in the following format(s) as appropriate to the use of the Model:

Use of Model	Required File Format(s)
Development and Production of Construction Documents	Autodesk Revit 2012 "RVT"

#### § 2.4 Model Management

**§ 2.4.1** The requirements for managing the Model include, but are not limited to, the duties set forth below in this Section 2.4. The Architect will manage the Model from the inception of the Project. If the responsibility for Model management will be assigned to another party at a particular phase of the Project, indicate below the identity of the party that will assume that responsibility, and the phase at which that party will assume those responsibilities.

Responsible Party	Project Phase
Barker Rinker Seacat Architecture	SD-CA

**§ 2.4.2 Initial Responsibilities.** The party responsible for managing the Model shall facilitate the establishment of protocols for the following:

## Exhibit 3

- .1 Model origin, coordinate system, and units
- .2 File storage location(s)
- .3 Processes for transferring and accessing Model files
- .4 Clash detection
- .5 Access rights
- .6 Other protocols:  
(Insert additional protocols below.)

**§ 2.4.3 Ongoing Responsibilities.** The party responsible for managing the Model shall have the following ongoing responsibilities:

- .1 Collect incoming Models:
  - .1 Coordinate submission and exchange of Models
  - .2 Log incoming Models
  - .3 Validate that files are complete and usable and in compliance with applicable protocols
  - .4 Maintain record copy of each file received
- .2 Aggregate Model files and make available for viewing
- .3 Perform clash detection in accordance with established protocols and issue periodic clash detection reports
- .4 Maintain Model archives and backups
- .5 Manage access rights
- .6 Follow protocols established in Section 2.4.2

**§ 2.4.4 Model Archives.** The party responsible for Model management as set forth in this Section 2.4 shall produce a Model Archive at the end of each Project phase and shall preserve the Model Archive as a record that may not be altered for any reason.

**§ 2.4.4.1** The Model Archive shall consist of two sets of files. The first set shall be a collection of individual Models as received from the Model Element Author(s). The second set of files shall consist of the aggregate of those individual Models in a format suitable for archiving and viewing. The second set shall be saved in the following file format:

Autodesk Revit 2012, Autodesk Design Review, 3D DWF Navisworks. Other file formats available at possible additional cost/fee.

**§ 2.4.4.2** Additional Model Archive requirements, if any, are as follows:

**§ 2.4.4.3** The procedures for storing and preserving the Model upon final completion of the Project are as follows:

A DVD containing all model data will be delivered to the Owner

**§ 2.4.5** Other requirements for Model management, if any, are as follows:  
(Describe in detail any other Model management requirements.)

## ARTICLE 3 LEVEL OF DEVELOPMENT

**§ 3.1** The following LOD descriptions identify the specific content requirements and associated authorized uses for each Model Element at five progressively detailed levels of completeness. Each subsequent LOD builds on the previous level and includes all the characteristics of previous levels. The parties shall utilize the five LOD described below in completing the Model Element Table at Section 4.3, which establishes the required LOD for each Model Element at each phase of the Project.

## Exhibit 3

### § 3.2 LOD 100

§ 3.2.1 **Model Content Requirements.** Overall building massing indicative of area, height, volume, location, and orientation may be modeled in three dimensions or represented by other data.

### § 3.2.2 Authorized Uses

§ 3.2.2.1 **Analysis.** The Model may be analyzed based on volume, area and orientation by application of generalized performance criteria assigned to the representative Model Elements.

§ 3.2.2.2 **Cost Estimating.** The Model may be used to develop a cost estimate based on current area, volume or similar conceptual estimating techniques (e.g., square feet of floor area, condominium unit, hospital bed, etc.). Contractor is responsible to confirm all quantities and material areas.

§ 3.2.2.3 **Schedule.** The Model may be used for project phasing and overall duration.

§ 3.2.2.4 **Other Authorized Uses.** Additional authorized uses of the Model developed to a Level 100, if any, are as follows:

### § 3.3 LOD 200

§ 3.3.1 **Model Content Requirements.** Model Elements are modeled as generalized systems or assemblies with approximate quantities, size, shape, location, and orientation. Non-geometric information may also be attached to Model Elements.

### § 3.3.2 Authorized Uses

§ 3.3.2.1 **Analysis.** The Model may be analyzed for performance of selected systems by application of generalized performance criteria assigned to the representative Model Elements.

§ 3.3.2.2 **Cost Estimating.** The Model may be used to develop cost estimates based on the approximate data provided and conceptual estimating techniques (e.g., volume and quantity of elements or type of system selected).

§ 3.3.2.3 **Schedule.** The Model may be used to show ordered, time-scaled appearance of major elements and systems.

§ 3.3.2.4 **Other Authorized Uses.** Additional authorized uses of the Model developed to a Level 200, if any, are as follows:

### § 3.4 LOD 300

§ 3.4.1 **Model Content Requirements.** Model Elements are modeled as specific assemblies accurate in terms of quantity, size, shape, location, and orientation. Non-geometric information may also be attached to Model Elements.

### § 3.4.2 Authorized Uses

§ 3.4.2.1 **Construction.** Suitable for the generation of traditional construction documents and shop drawings.

§ 3.4.2.2 **Analysis.** The Model may be analyzed for performance of selected systems by application of specific performance criteria assigned to the representative Model Elements.

§ 3.4.2.3 **Cost Estimating.** The Model may be used to develop cost estimates based on the specific data provided and conceptual estimating techniques.

§ 3.4.2.4 **Schedule.** The Model may be used to show ordered, time-scaled appearance of detailed elements and systems.

§ 3.4.2.5 **Other Authorized Uses.** Additional authorized uses of the Model developed to a Level 300, if any, are as follows:

## Exhibit 3

### § 3.5 LOD 400

**§ 3.5.1 Model Content Requirements.** Model Elements are modeled as specific assemblies that are accurate in terms of size, shape, location, quantity, and orientation with complete fabrication, assembly, and detailing information. Non-geometric information may also be attached to Model Elements.

### § 3.5.2 Authorized Uses

**§ 3.5.2.1 Construction.** Model Elements are virtual representations of the proposed element and are suitable for construction.

**§ 3.5.2.2 Analysis.** The Model may be analyzed for performance of approved selected systems based on specific Model Elements.

**§ 3.5.2.3 Cost Estimating.** Costs are based on the actual cost of specific elements at buyout.

**§ 3.5.2.4 Schedule.** The Model may be used to show ordered, time-scaled appearance of detailed specific elements and systems including construction means and methods.

**§ 3.5.2.5 Other Authorized Uses.** Additional authorized uses of the Model developed to a Level 400, if any, are as follows:

### § 3.6 LOD 500

**§ 3.6.1 Model Content Requirements.** Model Elements are modeled as constructed assemblies actual and accurate in terms of size, shape, location, quantity, and orientation. Non-geometric information may also be attached to modeled elements.

### § 3.6.2 Authorized Uses

**§ 3.6.2.1 General Usage.** The Model may be utilized for maintaining, altering, and adding to the Project, but only to the extent consistent with any licenses granted in the Agreement or in a separate licensing agreement.

**§ 3.6.2.2 Other Authorized Uses.** Additional authorized uses of the Model developed to a Level 500, if any, are as follows:

## ARTICLE 4 MODEL ELEMENTS

### § 4.1 Reliance on Model Elements

**§ 4.1.1** The Model Element Table at Section 4.3 identifies (1) the LOD required for each Model Element at the end of each Project phase, and (2) the Model Element Author responsible for developing the Model Element to the LOD identified. Each Model Element Author's content is intended to be shared with subsequent Model Element Authors and Model Users throughout the course of the Project.

**§ 4.1.2** It is understood that while the content of a specific Model Element may include data that exceeds the required LOD identified in Section 4.3 for a particular phase, Model Users and subsequent Model Element Authors may rely on the accuracy and completeness of a Model Element consistent only with the content required for a LOD identified in Section 4.3.

**§ 4.1.3** Any use of, or reliance on, a Model Element inconsistent with the LOD indicated in Section 4.3 by subsequent Model Element Authors or Model Users shall be at their sole risk and without liability to the Model Element Author. To the fullest extent permitted by law, subsequent Model Element Authors and Model Users shall indemnify and defend the Model Element Author from and against all claims arising from or related to the subsequent Model Element Author's or Model User's modification to, or unauthorized use of, the Model Element Author's content.

# Exhibit 3

## § 4.2 Table Instructions

§ 4.2.1 The table in Section 4.3 indicates the LOD to which each Model Element Author (MEA) is required to develop the content of the Model Element at the conclusion of each phase of the Project.

§ 4.2.2 Abbreviations for each MEA to be used in the Model Element Table are as follows:  
(Provide abbreviations such as "A – Architect," or "C – Contractor.")

Abbreviation	Model Element Author (MEA)
A	Architect
I	Interiors
C	Contractor
S	Structural
CI	Civil
L	Landscape
MP	Mechanical / Plumbing
E	Electrical
AQ	Aquatics

§ 4.3 Model Element Table <i>Identify (1) the LOD required for each Model Element at the end of each phase, and (2) the Model Element Author (MEA) responsible for developing the Model Element to the LOD identified.</i>					Preliminary Design		Schematic Design		Design Development		Construction Documents		Construction		Note Number (See 4.4)
					LOD	MEA	LOD	MEA	LOD	MEA	LOD	MEA	LOD	MEA	
<b>Model Elements Utilizing CSI UniFormat™</b>															
A	SUBSTRUCTURE	A10 Foundations	A1010	Standard Foundations			100	S	200	S	300	S	TBD	TBD	
			A1020	Special Foundations			100	S	200	S	300	SS	TBD	TBD	
			A1030	Slab on Grade			100	S	200	S	300	S	TBD	TBD	
	A20 Basement Construction	A2010	Basement Excavation										TBD	TBD	
		A2020	Basement Walls			100	A / S	200	A / S	300	A / S	TBD	TBD		
B	SHELL	B10 Superstructure	B1010	Floor Construction			100	A / S	200	A / S	300	A / S	TBD	TBD	
			B1020	Roof Construction			100	A / S	200	A / S	300	A / S	TBD	TBD	
	B20 Exterior Enclosure	B2010	Exterior Walls			100	A	200	A	300	A	TBD	TBD		
		B2020	Exterior Windows			100	A	200	A	300	A	TBD	TBD		
		B2030	Exterior Doors			100	A	200	A	300	A	TBD	TBD		
	B30 Roofing	B3010	Roof Coverings			100	A	200	A	300	A	TBD	TBD		
		B3020	Roof Openings			100	A	200	A	300	A	TBD	TBD		
C	INTERIORS	C10 Interior Construction	C1010	Partitions			100	A	200	A	300	A	TBD	TBD	
			C1020	Interior Doors			100	A	200	A	300	A	TBD	TBD	
			C1030	Fittings			100	A	200	A	300	A	TBD	TBD	
	C20 Stairs	C2010	Stair Construction			100	A / S	200	A / S	300	A / S	TBD	TBD		
		C2020	Stair Finishes				A / I		A / I	100	A / I	TBD	TBD		
	C30 Interior Finishes	C3010	Wall Finishes				A / I		A / I	100	A / I	TBD	TBD		
		C3020	Floor Finishes				A / I		A / I	100	A / I	TBD	TBD		
		C3030	Ceiling Finishes				A / I		A / I	100	A / I	TBD	TBD		
D	SERVICES	D10 Conveying	D1010	Elevators & Lifts			100	A	200	A	300	A	TBD	TBD	
			D1020	Escalators & Moving Walks											
			D1030	Other Conveying Systems											
	D20 Plumbing	D2010	Plumbing Fixtures			100	MP	200	MP	300	MP				
		D2020	Domestic Water Distribution			100	MP	200	MP	300	MP	TBD	TBD		

Exhibit 3

		D2030	Sanitary Waste			100	MP	200	MP	300	MP	TBD	TBD				
		D2040	Rain Water Drainage			100	CI / MP	200	CI / MP	300	CI / MP	TBD	TBD				
		D2090	Other Plumbing Systems			100	MP	200	MP	300	MP	TBD	TBD				
D30	HVAC	D3010	Energy Supply				MP	100	MP	200	MP	TBD	TBD				
		D3020	Heat Generating Systems			100	MP	200	MP	300	MP	TBD	TBD				
		D3030	Cooling Generating Systems			100	MP	200	MP	300	MP	TBD	TBD				
		D3040	Distribution Systems			100	MP	200	MP	300	MP	TBD	TBD				
		D3050	Terminal & Package Units			100	MP	200	MP	300	MP	TBD	TBD				
		D3060	Controls & Instrumentation				MP		MP	100	MP	TBD	TBD				
		D3070	Systems Testing & Balancing							NA		TBD	TBD				
		D3090	Other HVAC Systems & Equipment				MP	100	MP	200	MP	TBD	TBD				
D40	Fire Protection	D4010	Sprinklers				C	100	C	200	C	TBD	TBD				
		D4020	Standpipes				C	100	C	200	C	TBD	TBD				
		D4030	Fire Protection Specialties				C	100	C	200	C	TBD	TBD				
		D4090	Other Fire Protection Systems				C	100	C	200	C	TBD	TBD				
D50	Electrical	D5010	Electrical Service & Distribution				E	100	E	200	E	TBD	TBD				
		D5020	Lighting and Branch Wiring				E	100	E	200	E	TBD	TBD				
		D5030	Communications & Security				E	100	E	100	E	TBD	TBD				
		D5090	Other Electrical Systems				E	100	E	100	E	TBD	TBD				
E	EQUIPMENT & FURNISHINGS	E10	Equipment	E1010	Commercial Equipment			100	A	200	A	300	A	TBD	TBD		
				E1020	Institutional Equipment			100	A	200	A	300	A	TBD	TBD		
				E1030	Vehicular Equipment												
				E1090	Other Equipment				A	100	A	200	A	TBD	TBD		
		E20	Furnishings	E2010	Fixed Furnishings			100	A / I	200	A / I	300	A / I	TBD	TBD		
				E2020	Movable Furnishings					100	I		I	TBD	TBD		
F	SPECIAL CONSTR. & DEMO	F10	Special Construction	F1010	Special Structures			100	TBD	200	TBD	300	TBD	TBD	TBD		
				F1020	Integrated Construction			100	TBD	200	TBD	300	TBD	TBD	TBD		
				F1030	Special Construction Systems			100	TBD	200	TBD	300	TBD	TBD	TBD		
				F1040	Special Facilities			100	TBD	200	TBD	300	TBD	TBD	TBD		
				F1050	Special Controls & Instrumentation				TBD		TBD	100	TBD	TBD	TBD		
		F20	Selective Bldg Demo	F2010	Building Elements Demolition				TBD	100	TBD	200	TBD	TBD	TBD		
				F2020	Hazardous Components Abatement												
G	BUILDING SITEWORK	G10	Site Preparation	G1010	Site Clearing				CI		CI	100	CI	TBD	TBD		
				G1020	Site Demolition & Relocations				CI	100	CI	200	CI	TBD	TBD		
				G1030	Site Earthwork				CI / L	100	CI / L	200	CI / L	TBD	TBD		
				G1040	Hazardous Waste Remediation				TBD		TBD	100	TBD	TBD	TBD		
		G20	Site Improvements	G2010	Roadways				CI	100	CI	200	CI	TBD	TBD		
				G2020	Parking Lots				CI	100	CI	200	CI	TBD	TBD		
				G2030	Pedestrian Paving				L	100	L	200	L	TBD	TBD		
				G2040	Site Development				CI	100	CI	200	CI	TBD	TBD		
				G2050	Landscaping				L		L	100	L	TBD	TBD		
		G30	Site Civil/ Mech. Utilities	G3010	Water Supply & Distribution Systems				CI	100	CI	200	CI	TBD	TBD		
				G3020	Sanitary Sewer Systems				CI	100	CI	200	CI	TBD	TBD		
				G3030	Storm Sewer Systems				CI	100	CI	200	CI	TBD	TBD		

Init.

AIA Document E202™ – 2008. Copyright © 2008 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:58:57 on 03/13/2013 under Order No.1873644786\_1 which expires on 07/25/2013, and is not for resale.

7

User Notes:

(1097878319)

Exhibit 3

	G3040	Heating Distribution				CI	100	CI	200	CI	TBD	TBD			
	G3050	Cooling Distribution				CI	100	CI	200	CI	TBD	TBD			
	G3060	Fuel Distribution				CI	100	CI	200	CI	TBD	TBD			
	G3090	Other Civil/ Mechanical Utilities				CI	100	CI	200	CI	TBD	TBD			
G40	Site Electrical Utilities	G4010	Electrical Distribution			E	100	E	200	E	TBD	TBD			
		G4020	Site Lighting			E	100	E	200	E	TBD	TBD			
		G4030	Site Communications & Security			E	100	E	200	E	TBD	TBD			
		G4090	Other Electrical Utilities			E	100	E	200	E	TBD	TBD			
G50	Other Site Construction	G5010	Service Tunnels												
		G5090	Other Site Systems & Equipment			TBD	100	TBD	200	TBD	TBD	TBD			
<b>Model Elements Not Utilizing CSI UniFormat™</b>			LOD	MEA	LOD	MEA	LOD	MEA	LOD	MEA	LOD	MEA	LOD	MEA	

§ 4.4 Model Element Table Notes

Notes:

(List by number shown on table.)

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Sue Maguire, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:58:57 on 03/13/2013 under Order No. 1873644786\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document E202™ – 2008, Building Information Modeling Protocol Exhibit, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*



**PROJECT DESCRIPTION**

The City of Sammamish, proposes to build a two-story, approximately 60,000-square-foot community and aquatic center on 9.36 acres of city-owned land west of the City Hall and Library. In addition to a new building the project will include an access road, fire lane and new parking structures. We understand the planned facility will be owned by the City and operated by the YMCA. Program components of the facility will include:

- Natatorium: A 10, 700 SF (square foot) space including a leisure pool, lap pool and a family spa. The leisure pool will have a zero-depth entry, water slides, a variety of interactive spray features and a lazy river. It will also feature open water for recreational swimming and group water classes. The 25-yard lap pool will have 6-lanes with a water temperature relatively cooler than the leisure pool.
- Gymnasium: A 7,400 SF and smaller 3,770 SF gymnasium
- Jogging Track: A two-lane jogging track that circles above the gymnasiums.
- Fitness: A 7,300 SF fitness space with individual fitness equipment, including cardio, circuit training and weights.
- Locker Rooms: Male, female and a number of private family changing rooms.
- Multi-purpose Rooms: Several multi-purpose rooms for flexibility over the life of the project.
- Youth Development Room: A 1,200 SF room to serve teens and after school programs.
- Child Watch: A room for short term supervised care of children while parents and guardians use the facility.
- Adventure Zone: A 2,200 SF room including a soft play structure for indoor play and youth recreation.
- Break room: A small kitchen for storing and warming food.
- Restrooms: At both levels
- Lobby and Office Spaces
- Storage: Required and necessary storage and mechanical spaces.
- Parking: Approximately 300 parking spaces on site, with approximately 240 spaces in parking structures and the remainder of the parking on grade.
- Loop Road: Drives connecting the facility to 228<sup>th</sup> Avenue SE to the east and north.

The construction budget is approximately \$16.5 million for the Community and Aquatics Center. Two, similar parking structures are planned and are anticipated to be open concrete structures with a construction budget of approximately \$5 million. Site costs are projected to be approximately \$1.93 million and the loop road is valued at \$1.2 million. The total MACC is \$24.631M and the project budget is \$30 million, including both building and site hard costs, soft costs, Washington State Sales Tax, contingency, and design and construction of a loop road.

The YMCA will partner with the City in the operation of the facility and will provide input during the design phase regarding facility operations.

The project WILL NOT pursue LEED Certification. Every effort will be made to design and specify high performance products to optimize project energy efficiency.

**Exhibit A** Scope of Consultant Services, Project Schedule

March 14, 2013

The facility will serve as a warming shelter with a generator or generator hook-up.

**PROJECT SCHEDULE**

Design will commence in April 2013, with Construction Documents complete in February-March 2014, bidding occurring in the spring of 2014, and construction commencing in the spring of 2014.

Construction is planned to take 18 months, with building completion late in 2015/ early 2016, and occupancy in Q1 2016.

We anticipate the schematic document (SD) phase to last 10 weeks, design development (DD), 14 weeks and construction documents (CD) 19 weeks. It is our intent to freeze the horizontal and vertical building dimensions by week three of Design Development. We plan 3 meetings in Sammamish/ Seattle during SD; 3 meetings during DD and 4 meetings during CDs. BRS will also schedule GoTo meetings to be held every other week in the event trips are more than four weeks apart for coordination purposes. These meetings will last a maximum of two hours and both client and consultant participation is encouraged but not required.

The project will be competitively bid to General Contractors. We are assuming one bid set only to be completed at 100% CDs. BRS will travel to the site at least once monthly during construction, supplemented by other consultant visits as work progresses. Consultants will provide two site visits upon the completion of their scope for punch list and verification items are complete.

**AGENCY REVIEW**

According to the Washington amendments to the 2012 Edition of the International Building Code and associated I-Codes including the 2012 IEDD and 2012 IPC, it appears that the building can be of Type IB or IIA construction. The building will be fully sprinklered. The predominate occupancy will be A3, Assembly. All of these assumptions will be verified with the building official. Sub-consultants will verify the code in effect in Sammamish for their respective discipline.

**GENERAL NOTES**

1. All consultants will review this entire scope package to familiarize themselves with the scope being requested by other disciplines. In several cases we are requesting multiple disciplines to assume responsibility for different aspects of design and documentation of a particular element.
2. All consultants will review and acknowledge familiarity with the agency requirements.
3. A preliminary geotechnical analysis has been provided. All consultants will familiarize themselves with this study.
4. Consultants will be expected to coordinate their work with the entire team, whether or not this is explicitly stated in the following narratives.
5. All proposals include time for contract administration, including travel time.
6. Deliverables will include:
  - a. End of phase: at the end of the SD and DD Phases include electronic files of your discipline posted on the BRSA FTP site.
7. Meetings. If attendance at a meeting is required—particularly with a review agency, consultants will be expected to bring three hard copies of the latest project drawings for use at the meeting and to leave with BRSA and the Client.

**Exhibit A** Scope of Consultant Services, Project Schedule

March 14, 2013

8. It is assumed that one bid set will be issued at the end of Construction Documents, unless indicated otherwise in this document.
9. BRSA will make every effort to provide submittals in an electronic format. If paper/ physical submittals are provided/ required, the consultant will return two marked-up copies/ samples to the architect.

Note the Washington State Fee Schedule considers the Community Center to be a 'Facility with Average Difficulty' and the Parking Garage to be a 'Facility with less than Average Design Difficulty.'

**CONSULTANT TEAM AND SCOPE**

The consulting team includes the following firms:

- **BRS:** Architecture & Interior Design
- **CEKO:** Civil
- **Site Workshop (Site):** Landscape architecture
- **KPFF:** Structural
- **Glumac:** Mechanical, electrical, plumbing, lighting, aquatics commissioning and energy consulting
- **Sparling:** Acoustical
- **Water Technology (WTI):** Aquatics
- **Wiss, Janney, Elstner (WJE):** Building envelope consulting
- **iBIM:** Construction specifications
- **Architectural Cost Consultants (ACC):** cost-estimating
- **HWA:** geotechnical

The architectural scope of work is described in the Owner Architect Agreement. The consultant scopes are as follows:

**Interior and Signage Scope**

The Interior Consultant will provide interior and signage design including:

1. Draft a design narrative outlining key interior architectural features within the building
2. Outline interior finishes and special design elements within each space of the building
3. Develop interior design concepts for
  - a. interior architectural elements
  - b. Character and identity features
  - c. Floor & wall patterning
  - d. Identify wayfinding graphic opportunities
  - e. Identify opportunities for specialty features or large format decorative graphics
  - f. Opportunities for art: public art and/or community art
  - g. Built-in furniture and millwork
4. Create 2-3 interior color and materials palettes for client review
5. Develop the selected palette of finish materials
6. Create 3D concept sketches in an electronic format of key areas of the building
  - a. Public Areas: Lobby & Lounge Spaces, Reception, Circulation Areas,
  - b. Multi-Purpose Rooms and Meeting Rooms
  - c. Child Watch and play spaces for children

**Exhibit A** Scope of Consultant Services, Project Schedule

March 14, 2013

- d. Youth/Game Room
  - e. Gymnasium and Jog/walk track
  - f. Pool
  - g. Locker Rooms: Men, Women and Family
  - h. Public Restrooms
  - i. Fitness Areas
  - j. Administration
7. Design Development Documents
- a. Elevations with interior architecture and specialty finishes noted with finish materials list and indicating locations for general cabinetry and specialty millwork
  - b. Enlarged floor and wall tile patterns with hatch delineating colors and patterning
  - c. Enlarged floor plans for any complex floor patterning delineating colors and shapes
  - d. Provide outline of required materials to be included in specification including product information for any proprietary products
  - e. Concept furniture blocks for lobby, lounge and classrooms
8. Construction Documents
- a. Finish plans with patterning and materials noted and including floor patterning for all materials
  - b. elevations with interior architecture and specialty finishes noted with finish materials list
  - c. cabinetry and specialty millwork
  - d. Architectural trim: wainscot, chair rails, picture rails
  - e. Coordinate specialty millwork finishes and details with architects
  - f. Enlarged floor and wall tile patterns with hatch delineating colors and patterning
  - g. Enlarged floor plans for any complex floor patterning delineating colors and shapes
  - h. Product specification for proprietary products
  - i. Concept Furniture plans for reference
  - j. Document locations for window coverings
  - k. Document locations of corner guards
  - l. Document specialty finishes for operable partitions, acoustical panels
9. Interior materials specifications
10. Construction Administration
- a. Provide CA services during construction including submittal and RFI review, issuance of revision drawings, etc.
  - b. A maximum of four (4) site observation visits are included
11. Client Presentations
- a. Prepare updated and revised materials for client presentations
    - i. Review design concepts not previously reviewed
    - ii. Prepare & review finish boards as required
    - iii. Prepare finish notebooks for architect/contractor/client reference

**Civil Scope**

The Civil Engineer will provide site and utility design including:

1. A site survey will be provided by the Owner.
2. Management of the site review and approval process.
3. All work 5'-0" outside the building perimeter (work within this perimeter is by other disciplines) to a point within 75'-0" of the property line (for utility connections).

**Exhibit A** Scope of Consultant Services, Project Schedule

March 14, 2013

4. Structure placement/location-horizontal and vertical control, including both the Community Center and parking garages. Also provide horizontal control, location and dimension of loop road and on grade parking.
5. Confirmation of location, size and adequacy of utilities serving site.
6. Design water, fire loop and hydrants, sanitary sewer, storm water system, gas main to meter and electrical transformer.
7. Design site drainage and storm water system including piping and retention structures; indicate sub-surface drainage system designed by others on plans.
8. Design and documentation of civil work associated with a monument sign structure .
9. Coordination of re-routed utilities on site including gas, electrical, telephone and CATV.
10. Coordination with utilities and districts for project approvals.
11. Produce final grading plans based on conceptual grading plan provided by Landscape Consultant.
12. Location of retaining walls and surface improvements (including location of high walls, over 3'-0" tall designed by Structural Consultant).
13. Design and location of foundation drain to daylight (perforated pipe surrounding foundation that drains to daylight or storm conveyance).
14. Design of paving systems, curb and gutter.
15. Creation of specifications for the Civil Consultant's scope of work, including documentation of over-excavation requirements.
16. Preparation of a staging plan for Final Plan Review Application.
17. Assume Construction Documents will be issued as one bid package only (i.e. no early site package).
18. Review of project substitution requests.
19. Provide CA services during construction including submittal and RFI review, issuance of revision drawings, general review of contractor pay applications, etc.
20. Weekly site observation visits are included for the first 9 months and then every other week site visits are included for the last 9 months of construction
21. Preparation of as-built drawings based on drawings marked up by the General Contractor.
22. Exclusions to this contract:
  - a. Design of sub-surface drainage system for groundwater (by Geotech).

**Landscape Scope**

The Landscape Architect will provide landscape and site planning including:

1. All surface improvements, land forms and plantings within the property line including paved and landscape areas at building exterior. Consulting on raised plant and tree beds at parking garage.
2. Design and documentation of landscape features associated with a monument sign structure, location to be determined.
3. Concept grading plan, including transitions to existing Sammamish Commons park improvements.
4. Concept design of all site retaining walls, including finish.
5. Design and documentation of pedestrian plazas and surface walkway systems, including configuration and surface treatment/materials/patterns.
6. Design and documentation of site retaining walls and rockeries below 3'-0" high.
7. Design and documentation of transformer, trash and other landscape enclosures above grade, if required, including access gates.
8. Design and specifications of site fencing, including gates if required to limit site vehicular access

**Exhibit A** Scope of Consultant Services, Project Schedule

March 14, 2013

at fire and service roads.

9. Design and specifications of site furnishings.
10. Irrigation design and documentation for plant material.
11. Coordination of landscape lighting with lighting consultant/electrical engineer.
12. Creation of specifications by others for the Landscape Consultant's scope of work, including planting medium, plant materials, fencing and gates, site furnishings, low retaining walls and paving systems designed by the Landscape Consultant.
13. Support Civil consultant in site review and approval process.
14. Consultation on project construction staging and phasing.
15. Assume Construction Documents will be issued in only one bid package (i.e. no early site package).
16. Provide CA services during construction including submittal and RFI review, issuance of revision drawings, general review of contractor pay applications, etc.
17. A maximum of six (6) site observation visits are included
18. Preparation of as-built drawings based on drawings marked up by the General Contractor.
19. Exclusions to this contract
  - a. None.

**Structural Scope**

The Structural Engineer will provide building structural design services including:

1. Structural design of the project including both the Community & Aquatic Center and Parking Garage.
2. Assume there will be only one document package at the completion of the CD Phase for both the Community & Aquatic Center and Parking Garage (i.e. no early foundation package).
3. Structural design and documentation of site retaining walls (either cast-in-place or modular systems) over 3'-0" high based on design concept provided by Landscape Consultant.
4. Structural design of monument sign feature .
5. Coordinate footing design/elevation with pools; coordinate foundation design with swimming pool vessel/ aquatics consultant.
6. Provide sizing of bearing and non-bearing light gauge studs over 8'-0" tall.
7. Review and editing of specifications created by others for the Structural Consultant's scope of work.
8. Provide CA services during construction including submittal and RFI review, issuance of revision drawings, general review of contractor pay applications, etc.
9. A maximum of eight (8) site observation visits are included
10. Preparation of as-built drawings based on drawings marked up by the General Contractor.
11. The Pool slide tower, stair and foundation system will be by others.
12. Exclusions to this contract:
  - a. Separate foundation bid package.

**Mechanical/Plumbing Scope**

The Mechanical/ Plumbing Engineer will provide design services including:

1. Mechanical design of the project:
  - a. Heating, ventilating and air conditioning for project; at this time we anticipate the parking garage will be naturally ventilated and only require fire protection.
  - b. Assume ventilation equipment will be mounted on roof tops within screened enclosures.

**Exhibit A** Scope of Consultant Services, Project Schedule

March 14, 2013

- c. Coordination with Aquatics Designer for Natatorium ventilation and conditioning.
2. Plumbing design within a 5'-0" perimeter of the outside face of the building:
  - a. Coordinate with Civil Consultant on piping beyond this limit.
  - b. Complete design of water, fire suppression riser, sanitary sewer and gas systems within this limit.
  - c. Design of roof water conveyance from roof drain and/ or gutter downspout to site discharge, rain gardens or storm system.
  - d. Coordination with Landscape Architect on water supply for landscape irrigation.
  - e. Coordination with Aquatics Consultant, deck drainage system in Natatorium beyond edge of pool gutters, and location of hose bibs for maintenance use.
  - f. Coordinate deck drains with pool piping.
  - g. Coordination of locker room drains and hose bibs for maintenance use.
3. Energy modeling of Community and Aquatics Center, including presentation and limited analysis of benefits of sustainable design and energy efficient systems where appropriate (additional service).
4. Creation of specifications for the Mechanical/Plumbing Consultant's scope of work, including preparation of a commissioning specification for mechanical equipment.
5. Provide CA services during construction including submittal and RFI review, issuance of revision drawings, general review of contractor pay applications, etc.
6. A maximum of six (6) site observation visits are included
7. Preparation of as-built drawings based on drawings marked up by the General Contractor.
8. Exclusions to this contract:
  - a. Assume fire suppression design will be design/build, except that the Plumbing Consultant will provide the specification for this scope of work.
  - b. Project commissioning, except for the specification noted above.

**Electrical/Lighting Scope**

The Electrical Engineer/ Lighting Designer will provide design services including:

1. Electrical and lighting design of the project including both the Community & Aquatic Center and Parking Garage, including exterior building and site lighting:
  - a. Power
  - b. Lighting (assume Dark Sky requirements for exterior lighting)
    - i. Provide costs for lighting design through CA (and break out costs by phase).
  - c. Telephone and CATV (assume contract will include box, conduit and face plate with wiring and device by others)
  - d. Fire detection and alarms
  - e. Building AV systems
  - f. Assessment of lightning risk
  - g. Provide a separate fee for design of a lightning dissipation system
  - h. Coordination with Aquatics Consultant on electrical and lighting components associated with swimming pool
  - i. Circuit design for the facility to serve as a warming shelter with generator or generator hook-up.
2. Design and coordination of electrical systems on site, including transformer location and primary service (provide an electrical site plan):
  - a. Note the transformer may be located in an enclosure
  - b. Consultation on coordination of re-routed utilities on site including electrical, telephone

**Exhibit A** Scope of Consultant Services, Project Schedule

March 14, 2013

- and CATV
  - c. Coordination with utilities and districts for project approvals
  - d. Coordination with A/V Consultant
  - e. Coordination of landscape lighting with landscape consultant
  - f. Lighting design for entry road from 228th and loop road; note entry road south of Library may require modifications or amendments to existing site lighting. Note that all site lighting will be selected to be compatible with existing Sammamish Commons lighting themes.
  - g. Lighting design for site entry sign feature, location and configuration to be determined.
3. Presentation and limited analysis of benefits of sustainable design and energy efficient systems where appropriate (this does not mean DOE modeling).
  4. Submit a detailed booklet of suggested manufacturer data sheets for lighting fixtures for client presentation and review.
  5. Creation of specifications for the Electrical/Lighting Consultant's scope of work, including preparation of a commissioning specification.
  6. Provide CA services during construction including submittal and RFI review, issuance of revision drawings, general review of contractor pay applications, etc.
  7. A maximum of six (6) site observation visits are included
  8. Preparation of as-built drawings based on drawings marked up by the General Contractor.
  9. Audiovisual Scope of Work:
    - a. Confirm program, operational goals and design criteria with Client
    - b. Work will be limited to the Multi-Purpose rooms adjacent to the building Lobby
    - c. Provide an opinion of probable cost describing the proposed systems
    - d. Prepare drawings showing locations of major AV devices (including projectors, projection screens, loudspeakers, microphones, amplifiers and accessories), electrical conduit, backboxes, and ac power requirements for each space
    - e. Provide ongoing coordinate with Electrical Engineer to ensure understanding of relative scopes of work
    - f. Generate sight line studies to design all aspects of projectors and projection screens
    - g. Provide a report, including illustrations of recommended equipment and products. Describe operation of systems and how the design fulfills the client goals
    - h. Develop specifications defining each system to be installed and detailing the minimum required performance parameters of each component and the final acceptance testing requirements
    - i. Provide AV system diagrams and details including system interconnection block diagrams, custom control panel layouts, loudspeaker locations and aiming directions, etc.
    - j. Respond to requests for substitution and review RFI's related to A/V scope
    - k. Design of a whole building music and public address system, with the ability for a separate program in the gymnasium, natatorium, group exercise, and adjoining community/ classrooms.
  10. Design of security systems including electronic access control, intrusion detection and video surveillance and recording.
  11. Design telecommunication structured cabling system for voice and data cabling within buildings and for inter- and intra-building copper and fiber backbone systems. This includes design of telecom rooms, cable tray and conduit fill capacity calculations, one-line diagrams, installation detail drawings and telecom outlet and equipment schedules. Coordinate telephone and ISDN

**Exhibit A** Scope of Consultant Services, Project Schedule

March 14, 2013

cross-connect schemes for owner-furnished voice services.

## 12. Exclusions to this contract:

- a. Street lighting at existing Commons parking lots or along 228th
- b. Project Commissioning

**Acoustics Scope** (specialized service)

The Acoustical Engineer will provide design services including:

## 1. Architectural Acoustics and Mechanical System Noise Scope of Work:

- a. Confirm program, operational goals and design criteria with Client with respect to acoustics/mechanical system noise for entire building.
- b. Provide opinion of cost (or premium) for proposed systems
- c. Provide exterior noise study
- d. Provide a report, including illustrations, of recommended assemblies and products. Identify noise criteria for various spaces and design criteria for demising walls
- e. Provide ongoing review interior surface treatments
- f. Document acoustic wall types and floor/ceiling assemblies, where appropriate
- g. Provide specifications of pertinent acoustical materials, absorptive materials, acoustic doors, acoustic partitions, operable partitions, mechanical elements specific to noise or vibration control
- h. Provide recommendations for modifications or additions to the mechanical system
- i. Provide CA services during construction including submittal and RFI review, issuance of revision drawings, etc.
- j. A maximum of six (6) site observation visits are included

**Aquatics Scope** (specialized service)

The Aquatics Designer will provide design services including:

1. Aquatics design of project including spas, pools, slides, spray features, and the pool mechanical systems necessary for operation.
2. Coordination with local health agencies for project approval.
3. Coordination of pool vessel with building foundations.
4. Coordination of pressurized pool piping with general building piping.
5. Submit a detailed booklet of suggested manufacturer data sheets illustrating pool features for client presentation and review during design.
6. Creation of specifications for the Aquatics Consultant's scope of work, including preparation of a commissioning specification.
7. Creation of specifications for furniture, fixtures and equipment related to pool operations.
8. Provide a separate fee for preparing as-built drawings based on drawings marked up by the General Contractor.
9. Provide a separate fee for design of a Spray Pad and associated flatwork.
10. Provide CA services during construction including submittal and RFI review, issuance of revision drawings, general review of contractor pay applications, etc.
11. A maximum of five (5) site observation visits are included
12. Exclusions to this contract:
  - a. Project commissioning, except for the specification noted above
  - b. Coordination with a theming Consultant

**Envelope Scope** (specialized service)

**Exhibit A** Scope of Consultant Services, Project Schedule

March 14, 2013

The Envelope Consultant will provide consulting services including:

1. Consultant shall generally review building exterior wall sections for weather resistance and conformance with local practice and 2009 International Building Code as amended by the Authority Having Jurisdiction.
2. Consultant shall specifically review exterior wall sections for the leisure and lap pool natatorium, gymnasium and classroom wall for dew point and vapor migration mitigation.
3. Consultant shall meet with mechanical engineer and provide input on mechanical design of natatorium and functionality of systems (location of sensors, etc.) to verify that systems will function as designed and maintain design air pressures relative to other spaces and the outdoors. Provide a separate fee for preparing as-built drawings based on drawings marked up by the General Contractor.
4. Exclusions to this contract:
  - a. Project commissioning, except for the specification noted above.

**Aquatics Commissioning Scope** (specialized service)

The Aquatics Commissioner will provide consulting services including:

1. Consultant shall function as the Commissioning Authority (CxA) to lead, review and oversee the commissioning process for the swimming pool systems.
2. Review of design development documents, including mechanical, electrical and plumbing drawings and specifications consistent with the standard of care, and post occupancy commissioning.
3. Review and input to construction documents, including authoring and implementing the commissioning plan.
4. Water Technology will assist the Owner in developing the Owner's Project Requirements.
5. Verify the installation and performance of systems to be commissioned consistent with the standard of care currently being executed in Washington. Commissioning should verify that systems are installed correctly and functionally perform under partial and full load conditions.
6. Complete a summary commissioning report.
7. Commissioned systems shall include:
  - a. Aquatics systems
8. Exclusions to this contract
  - a. A separate consultant will be retained to review the building envelope.
  - b. A separate consultant will be retained for Building Commissioning.

**Other specialty consultants** (for your information)

1. Estimating (additional service for both buildings)
2. Construction Specifications
3. Geotechnical

**Other consultants who will be solicited separately and are excluded from this scope of work:**

1. Traffic Engineer
2. Environmental Consultant

\* \* \*

**EXHIBIT A**

**Sammamish Community and Aquatics Center**

Work Plan

March 6, 2013

Revised: March 14, 2013

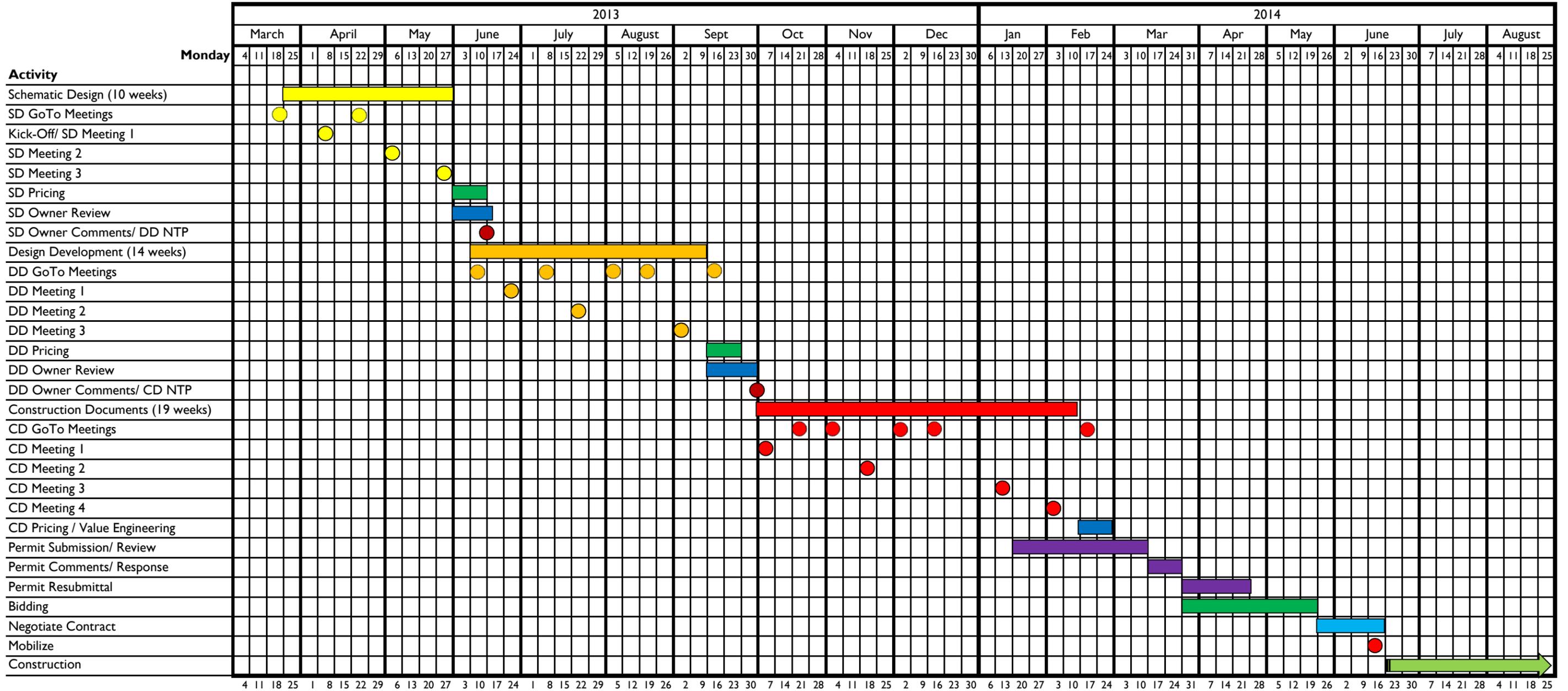




Exhibit 5

Samamish Community and Aquatics Center  
SD-Bidding Compensation  
March 5, 2013

Exhibit B

Phase	Target %	Basic Services				Other Services				Total for Basic & Other Services
		SCAC	Parking Garage	Site	Total	SCAC	Parking Garage	Site	Total	
<b>Schematic Design</b>	<b>13%</b>	<b>\$ 184,850</b>	<b>\$ 47,512</b>	<b>\$ 70,479</b>	<b>\$ 302,841</b>	<b>\$ 61,606</b>	<b>\$ -</b>	<b>\$ 8,800</b>	<b>\$ 70,406</b>	<b>\$ 373,248</b>
Architecture		\$ 109,056	\$ 33,800		\$ 142,856				\$ -	\$ 142,856
Interior Architecture and Signage		\$ 14,300			\$ 14,300				\$ -	\$ 14,300
Geotechnical Report				\$ 28,514	\$ 28,514				\$ -	\$ 28,514
Civil Engineering				\$ 15,015	\$ 15,015			\$ 8,800	\$ 8,800	\$ 23,815
Landscape Architecture				\$ 26,950	\$ 26,950				\$ -	\$ 26,950
Structural Engineering		\$ 17,446	\$ 8,866		\$ 26,312				\$ -	\$ 26,312
M-P Engineering		\$ 20,603	\$ 2,024		\$ 22,627				\$ -	\$ 22,627
Electrical-Lighting Eng.		\$ 21,245	\$ 2,822		\$ 24,067	\$ 6,135			\$ 6,135	\$ 30,202
Commissioning					\$ -	\$ -			\$ -	\$ -
Energy Modeling					\$ -	\$ 15,400			\$ 15,400	\$ 15,400
Acoustical Consultant					\$ -	\$ 3,256			\$ 3,256	\$ 3,256
Aquatic Design					\$ -	\$ 17,007			\$ 17,007	\$ 17,007
Envelope Consultant					\$ -	\$ -			\$ -	\$ -
Specifications		\$ 2,200			\$ 2,200				\$ -	\$ 2,200
Estimate					\$ -	\$ 19,809			\$ 19,809	\$ 19,809
<b>Design Development</b>	<b>20%</b>	<b>\$ 270,261</b>	<b>\$ 75,316</b>	<b>\$ 52,800</b>	<b>\$ 398,377</b>	<b>\$ 79,582</b>	<b>\$ -</b>	<b>\$ 11,000</b>	<b>\$ 90,582</b>	<b>\$ 488,959</b>
Architecture		\$ 120,945	\$ 52,000		\$ 172,945				\$ -	\$ 172,945
Interior Architecture and Signage		\$ 22,000			\$ 22,000				\$ -	\$ 22,000
Civil Engineering				\$ 23,100	\$ 23,100			\$ 11,000	\$ 11,000	\$ 34,100
Landscape Architecture				\$ 29,700	\$ 29,700				\$ -	\$ 29,700
Structural Engineering		\$ 26,840	\$ 13,640		\$ 40,480				\$ -	\$ 40,480
M-P Engineering		\$ 54,087	\$ 4,224		\$ 58,311				\$ -	\$ 58,311
Electrical-Lighting Eng.		\$ 41,439	\$ 5,452		\$ 46,891	\$ 9,438			\$ 9,438	\$ 56,329
Commissioning					\$ -	\$ 2,200			\$ 2,200	\$ 2,200
Energy Modeling					\$ -	\$ 6,600			\$ 6,600	\$ 6,600
Acoustical Consultant					\$ -	\$ 8,976			\$ 8,976	\$ 8,976
Aquatic Design					\$ -	\$ 26,165			\$ 26,165	\$ 26,165
Envelope Consultant					\$ -	\$ 1,925			\$ 1,925	\$ 1,925
Specifications		\$ 4,950			\$ 4,950				\$ -	\$ 4,950
Estimate					\$ -	\$ 24,278			\$ 24,278	\$ 24,278
<b>Construction Documents</b>	<b>36%</b>	<b>\$ 457,297</b>	<b>\$ 133,848</b>	<b>\$ 93,280</b>	<b>\$ 684,425</b>	<b>\$ 99,174</b>	<b>\$ -</b>	<b>\$ 13,475</b>	<b>\$ 112,649</b>	<b>\$ 797,074</b>
Architecture		\$ 218,362	\$ 93,600		\$ 311,962				\$ -	\$ 311,962
Interior Architecture and Signage		\$ 39,600			\$ 39,600				\$ -	\$ 39,600
Civil Engineering				\$ 41,580	\$ 41,580			\$ 13,475	\$ 13,475	\$ 55,055
Landscape Architecture				\$ 51,700	\$ 51,700				\$ -	\$ 51,700
Structural Engineering		\$ 57,662	\$ 26,202		\$ 83,864				\$ -	\$ 83,864
M-P Engineering		\$ 75,405	\$ 5,918		\$ 81,323				\$ -	\$ 81,323
Electrical-Lighting Eng.		\$ 60,768	\$ 8,128		\$ 68,896	\$ 16,988			\$ 16,988	\$ 85,885
Commissioning					\$ -	\$ 2,200			\$ 2,200	\$ 2,200
Energy Modeling					\$ -	\$ 2,200			\$ 2,200	\$ 2,200
Acoustical Consultant					\$ -	\$ 9,361			\$ 9,361	\$ 9,361
Aquatic Design					\$ -	\$ 47,096			\$ 47,096	\$ 47,096
Envelope Consultant					\$ -	\$ 5,500			\$ 5,500	\$ 5,500
Specifications		\$ 5,500			\$ 5,500				\$ -	\$ 5,500
Estimate					\$ -	\$ 15,828			\$ 15,828	\$ 15,828
<b>Bidding</b>	<b>2%</b>	<b>\$ 20,032</b>	<b>\$ 7,017</b>	<b>\$ 3,410</b>	<b>\$ 30,459</b>	<b>\$ 3,989</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,989</b>	<b>\$ 34,448</b>
Architecture		\$ 12,040	\$ 5,200		\$ 17,240				\$ -	\$ 17,240
Interior Architecture and Signage		\$ 2,200			\$ 2,200				\$ -	\$ 2,200
Civil Engineering				\$ 2,310	\$ 2,310				\$ -	\$ 2,310
Landscape Architecture				\$ 1,100	\$ 1,100				\$ -	\$ 1,100
Structural Engineering		\$ 2,684	\$ 1,364		\$ 4,048				\$ -	\$ 4,048
M-P Engineering		\$ 1,661	\$ 165		\$ 1,826				\$ -	\$ 1,826
Electrical-Lighting Eng.		\$ 1,447	\$ 288		\$ 1,735	\$ 944			\$ 944	\$ 2,679
Commissioning					\$ -				\$ -	\$ -
Energy Modeling					\$ -				\$ -	\$ -
Acoustical Consultant					\$ -	\$ 429			\$ 429	\$ 429
Aquatic Design					\$ -	\$ 2,616			\$ 2,616	\$ 2,616
Envelope Consultant					\$ -				\$ -	\$ -
Specifications					\$ -				\$ -	\$ -
Estimate					\$ -				\$ -	\$ -
<b>Contract Administration</b>	<b>27%</b>	<b>\$ 328,838</b>	<b>\$ 99,050</b>	<b>\$ 52,085</b>	<b>\$ 479,972</b>	<b>\$ 119,357</b>	<b>\$ -</b>	<b>\$ 68,200</b>	<b>\$ 187,557</b>	<b>\$ 667,529</b>
Architecture		\$ 162,534	\$ 70,200		\$ 232,734				\$ -	\$ 232,734
Interior Architecture and Signage		\$ 29,700			\$ 29,700				\$ -	\$ 29,700
Geotechnical and Material Testing Allowance					\$ -	\$ 42,000		\$ 33,000	\$ 75,000	\$ 75,000
Civil Engineering				\$ 31,185	\$ 31,185			\$ 35,200	\$ 35,200	\$ 66,385
Landscape Architecture				\$ 20,900	\$ 20,900				\$ -	\$ 20,900
Structural Engineering		\$ 36,234	\$ 18,414		\$ 54,648				\$ -	\$ 54,648
M-P Engineering		\$ 58,773	\$ 4,389		\$ 63,162				\$ -	\$ 63,162
Electrical-Lighting Eng.		\$ 41,597	\$ 6,047		\$ 47,643	\$ 12,741			\$ 12,741	\$ 60,385
Commissioning					\$ -	\$ 13,200			\$ 13,200	\$ 13,200
Energy Modeling					\$ -	\$ 7,150			\$ 7,150	\$ 7,150
Acoustical Consultant					\$ -	\$ 5,093			\$ 5,093	\$ 5,093
Aquatic Design					\$ -	\$ 35,322			\$ 35,322	\$ 35,322
Envelope Consultant					\$ -	\$ 3,850			\$ 3,850	\$ 3,850
Specifications					\$ -				\$ -	\$ -
Estimate					\$ -				\$ -	\$ -
<b>Project Closeout</b>	<b>2%</b>	<b>\$ 20,774</b>	<b>\$ 8,764</b>	<b>\$ 3,410</b>	<b>\$ 32,948</b>	<b>\$ 6,783</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 6,783</b>	<b>\$ 39,731</b>
Architecture		\$ 12,040	\$ 5,200		\$ 17,240				\$ -	\$ 17,240
Interior Architecture and Signage		\$ 2,200			\$ 2,200				\$ -	\$ 2,200
Civil Engineering				\$ 2,310	\$ 2,310				\$ -	\$ 2,310
Landscape Architecture				\$ 1,100	\$ 1,100				\$ -	\$ 1,100
Structural Engineering		\$ 6,534	\$ 3,564		\$ 10,098				\$ -	\$ 10,098
M-P Engineering					\$ -				\$ -	\$ -
Electrical-Lighting Eng.					\$ -	\$ 944			\$ 944	\$ 944
Commissioning					\$ -				\$ -	\$ -
Energy Modeling					\$ -				\$ -	\$ -
Acoustical Consultant					\$ -	\$ 2,904			\$ 2,904	\$ 2,904
Aquatic Design					\$ -	\$ 2,616			\$ 2,616	\$ 2,616
Envelope Consultant					\$ -				\$ -	\$ -
Specifications					\$ -				\$ -	\$ -
Estimate					\$ -	\$ 319			\$ 319	\$ 319
<b>Total</b>		<b>\$ 1,282,052</b>	<b>\$ 371,506</b>	<b>\$ 275,464</b>	<b>\$ 1,929,022</b>	<b>\$ 370,491</b>	<b>\$ -</b>	<b>\$ 101,475</b>	<b>\$ 471,966</b>	<b>\$ 2,400,988</b>

Washington State B&O Tax \$ 43,218  
**Total Fee including Tax \$ 2,444,206**  
 Reimbursable Expenses \$ 110,308  
**Total \$ 2,554,514**



**BARKER RINKER SEACAT ARCHITECTURE, P.C.**

**BILLING RATE CATEGORIES AND  
REIMBURSABLE EXPENSES**

(Effective 1 January 2013)

A. Compensation shall be made to Barker Rinker Seacat Architecture, P.C. for the time of the Principals and Staff at the following Billing Rates:

Principal	\$175-205/hour
Senior Project Manager	\$145/hour
Senior Associate	\$100/hour
Project Manager	\$115-120/hour
Project Designer	\$100-115/hour
Architectural Intern	\$70-90/hour
Draftsman	\$70-85/hour
Project Administration	\$85-130/hour
Clerical	\$85-95/hour

B. Services of Professional Consultants are billed at a multiple of one point one (1.1) times the amount billed to Barker Rinker Seacat Architecture, P.C.

C. In addition to compensation for time and the services of professional consultants, compensation shall be made to Barker Rinker Seacat Architecture, P.C. for the following reimbursable expenses, which will be billed at a multiple of one point one (1.1) times the amount billed to Barker Rinker Seacat Architecture, P.C.:

1. Expense of transportation and living when traveling outside the Metropolitan Denver area in connection with the project. Use of private automobile shall be billed at fifty-eight and one half cents (\$.565) per mile.
2. Long distance phone calls, deliveries and shipping, extraordinary mailing expenses and fees paid for securing approval of authorities.
3. Printing, plotting and other document reproduction, brochures, contract documents and other special presentation expenses (e.g. renderings, finish models).

D. Other expenses that are directly attributable to a project shall not be billed unless prior approval is obtained from the Owner.

E. Payment due Barker Rinker Seacat Architecture, P.C. shall bear interest at the rate of one and one-half percent (1.5%) per month, commencing sixty days after the date of billing.

\* \* \*



**Exhibit B to Standard Agreement for Professional Services**  
**Payment Schedule and Reimbursable Expenses**

---

**Personnel Billing Rates**

Personnel are identified on our invoices by name and labor category.

Project Manager	\$150
Project Engineer	\$125
Engineering Technician	\$100
Administrative Assistant	\$75

**Travel, Mileage, & Miscellaneous**

Per diem will be billed after 6 hours in the field and when more than 50 miles from the office at ¼ rate for every 6 hours or portion of a quarter day greater than 3 hours.

Per diem (per person, per day Washington)	=	\$100.00/day
Lodging	=	cost per night
Airfare	=	cost
Vehicle Usage – Automobile	=	0.75/mile when more than 50 miles from the office.

**Notes**

1. Reasonable costs for printing, office supplies, phone, fax, postage are included in overhead rates.
2. Direct reimbursable expenses such as travel, freight, subcontractors and requests beyond those considered reasonable by the Project Manager for phone/fax/postage, office supplies, reproduction and photography, laboratory analysis will be billed at cost plus 10%.
3. Late charges will be assessed on the unpaid balance of all accounts not paid within 30 days of the billing date, at a rate of 1.0 percent per month (12% per year).
5. Specialized computer software or hardware necessary for a unique application will be billed at a negotiated rate or unit cost.



**FEE SCHEDULE FOR  
STRUCTURAL ENGINEERING SERVICES**

***Personnel Charges:***

Charges for employees are determined by the hourly rate included in the rate ranges listed below:

Principal	\$150/Hour - \$180/Hour
Associate	\$105/Hour - \$180/Hour
Professional Engineer	\$ 90/Hour - \$165/Hour
Design Engineer	\$ 60/Hour - \$ 95/Hour
Project Coordinator	\$ 55/Hour - \$105/Hour
Drafter	\$ 60/Hour - \$125/Hour
Administration	\$ 50/Hour - \$ 75/Hour

***Effective January 1, 2012***

# STANDARD HOURLY BILLING RATES

CLASSIFICATION	RATE/HR	CLASSIFICATION	RATE/HR
<b>ENGINEERING DESIGN</b>		<b>SUSTAINABILITY CONSULTING</b>	
President (Steve Straus)	\$275	Integrated Design / LEED Consulting	
Principal	\$225	• Level 4	\$170
Associate Principal	\$205	• Level 3	\$160
Project Manager		• Level 2	\$120
• Level 5	\$200	• Level 1	\$100
• Level 4	\$190	Energy Analysis	
• Level 3	\$180	• Level 5	\$160
• Level 2	\$170	• Level 4	\$145
• Level 1	\$160	• Level 3	\$135
Project Engineer		• Level 2	\$125
• Level 5	\$190	• Level 1	\$110
• Level 4	\$180	CFD Analysis	
• Level 3	\$170	• Level 5	\$200
• Level 2	\$160	• Level 4	\$180
• Level 1	\$140	• Level 3	\$160
Designer		• Level 2	\$140
• Level 5	\$160	• Level 1	\$120
• Level 4	\$140	Lighting Design	
• Level 3	\$130	• Level 5	\$160
• Level 2	\$120	• Level 4	\$135
• Level 1	\$100	• Level 3	\$120
BIM		• Level 2	\$110
• Level 5	\$165	• Level 1	\$100
• Level 4	\$155	Technology Integration Design	
• Level 3	\$140	• Level 5	\$180
• Level 2	\$120	• Level 4	\$165
• Level 1	\$105	• Level 3	\$150
CAD		• Level 2	\$140
• Level 5	\$105	• Level 1	\$130
• Level 4	\$100	Commissioning	
• Level 3	\$95	• Level 5	\$180
• Level 2	\$85	• Level 4	\$165
• Level 1	\$75	• Level 3	\$150
Construction Management		• Level 2	\$125
• Level 5	\$190	• Level 1	\$100
• Level 4	\$175	<b>PROJECT ADMINISTRATION</b>	
• Level 3	\$160	Project Coordinator	\$100
• Level 2	\$145	Project Administrator	\$80
• Level 1	\$130	Project Assistant	\$70
<b>REIMBURSABLE EXPENSES</b>			
Drawing Plots & Prints (Color/Bond)	At cost (prevailing printer rates)		
Travel, Lodging, Transportation	At cost		
Printing, Reproduction, Photography	At cost		
Mileage	At prevailing IRS Rate/Mile		
Mark-up Fee (on all expenses)	10%		

**Hourly Rate Schedule—Site Workshop (Landscape Architecture)**

<u>Personnel</u>	<u>Hourly Rate</u>
Principal	\$160
Project Manager/ Landscape Architect	\$120
Landscape Architect	\$105
Technical Support	\$85
Administrative Support	\$65-85

*Note: Site Workshop’s hourly rates are subject to a 5 percent (5%) increase annually in January.*

**Hourly Rate Schedule—Water Technology (Aquatic Design)**

<u>Personnel</u>	<u>Hourly Rate</u>
Principal/ Project Leader	\$150
Project Manager	\$105
Project Designer	\$95
Administrative	\$55

*Note: These rates are valid for a period of twelve (12) months from date of an accepted proposal. The rates are not valid for work involving claims settlement, expert witness or litigation work.*

**Hourly Rate Schedule—SPARLING, Inc. (Acoustic Design)**

<u>Personnel</u>	<u>Hourly Rate</u>
Principal Acoustical Design I	\$205
Principal Acoustical Design II	\$190
Acoustician I	\$130
Acoustician II	\$125
Acoustician III	\$110
Acoustician IV	\$105
Project Support Staff	\$85

*Note: Hourly billing rates subject to annual change each new year January 1st.*

**Hourly Rate Schedule—Architectural Cost Consultants. (Construction Estimator)**

<u>Personnel</u>	<u>2013 Rate</u>	<u>2014 Rate</u>
Principals	\$145	\$149
Senior Estimator	\$115	\$118
Estimator	\$81	\$83.50
Mechanical and Electrical Estimator	\$115	\$118

*Note: Hourly billing rates are subject to modification after 12 months from the date of the Proposal and Agreement letter.*



## Exhibit 6

### Hourly Rate Schedule—iBIM. (Specifications Editor)

<u>Personnel</u>	<u>Hourly Rate</u>
Gregory Markling – Senior Consultant	\$125
Administrative Support	\$45

*Note: Hourly billing rates are subject to modification after 12 months from the date of the Proposal and Agreement letter.*

### Hourly Rate Schedule—Wiss, Janney, Elstner Associates (Envelope Consultant)

<u>Personnel</u>	<u>Hourly Rate</u>
Senior Principal	\$275
Principal	\$235
Associate Principal	\$195
Senior Associate	\$175
Associate III	\$155
Associate II	\$135
Associate I	\$115
Senior Specialist	\$120
Specialist	\$100
Senior Technician	\$90
Technician II	\$80
Technician I	\$60

### Hourly Rate Schedule—HWA Geosciences Inc (Geotechnical Engineer)

<u>TITLE</u>	<u>2013 BILLING RATE</u>
Principal IX	\$240
Principal VIII	\$240
Geotechnical Engineer VIII	\$230
Geologist VII	\$167
Geotechnical Engineer VI	\$155
WABO Technical Director	\$138
Geotechnical Engineer IV	\$130-135
Hydrogeologist IV	\$118
Lab Technician Manager	\$112
Geologist IV	\$110
Geologist V	\$110
Controller	\$100
Marketing manager	\$92
Lab/Field Technician III	\$83
Geotechnical Engineer I	\$82
Geologist I	\$79
Lab/Field Technician II	\$73-78
CAD	\$75
Administrative Support	\$71
Lab/Field Technician I	\$50-72

Notes: \* Represents Capped Billing Rate

## Sammamish Community and Aquatics Center

Reimbursable Expense Budget

Prepared on: 3/6/2013

Revised: 3/14/2013

<b>Expenses</b>	<b>Value</b>
BRS Reimbursables / Travel	\$ 53,185.50
Sub-Consultant Reimbursables	\$ 27,250.00
Electronic Service Fee	\$ 4,500.00
Copies	\$ 2,000.00
Deliveries	\$ 5,000.00
Large Format Copies	\$ 7,000.00
Bid Sets	\$ 1,344.38
Misc.	\$ -
Sub-Total	<b>\$ 100,280</b>
10% mark-up	\$ 10,028
<b>TOTAL</b>	<b>\$ 110,308</b>





# City Council Agenda Bill

**Meeting Date:** August 6, 2012

**Date Submitted:** August 1, 2012

**Originating Department:** Parks and Recreation

**Clearances:**

City Manager  
 Attorney  
 Admin Services

Community Development  
 Finance & IT  
 Fire

Parks & Recreation  
 Police  
 Public Works

**Subject:** Amending the motion passed at the council meeting on July 16, 2012 related to the Memorandum of Understanding between the YMCA and the City of Sammamish for the Community and Aquatic Center Project.

**Action Required:** Amend the Motion

**Exhibits:** N/A

**Budget:** N/A

## Summary Statement

At the City Council meeting on July 16, 2012, the City Council approved a resolution authorizing staff to place an advisory measure on the November 6, 2012 General Election ballot for the construction of a Community and Aquatic Center. The motion adopting the resolution included specific language regarding the development of a Memorandum of Understanding (MOU) between the YMCA of Greater Seattle and the City of Sammamish. This portion of the motion read as follows:

*“Furthermore, submittal of this resolution is conditioned on the City Manager executing an MOU with the YMCA that includes provisions for a discounted facility-based program fees for Sammamish residents, a \$5 million capital contribution from the YMCA, allows for a 50 year, long term lease for \$1 per year, with an option to purchase, providing the city develop a plan within 10 years for use of the YMCA-owned land near Pine Lake Middle School to the City, and development of a draft operating agreement by September 30.”*

This motion and a draft MOU were presented to the YMCA for consideration. The YMCA has requested one change, which is to reduce the timeline for development of a plan at the YMCA-owned property near Pine Lake Middle School from 10-years to 5-years. All other terms were agreed upon.

Staff is recommending council approve a motion modifying the terms of the MOU as requested by the YMCA. If approved, staff will submit an executed resolution to the King County Elections office on Tuesday, August 7. Considering the turnaround time, we are not able to make any additional changes to the MOU. Additional requirements, terms or conditions will be negotiated as part of the formal operating agreement with the YMCA.



## Project Cost Estimate Updated

Both City staff and YMCA staff have been working to verify and further refine the cost estimates for the project since the last council meeting. We have completed our analysis and have arrived at the following revised project cost estimates:

### SITE COSTS

Building & Parking Construction Costs	\$23,485,191.00
Soft Costs – Design, Permits etc.	\$ 4,579,612.25
<b>TOTAL SITE COSTS</b>	<b>\$28,064,803.25</b>

### OFF-SITE COSTS

Off-Site Loop Road	\$ 1,500,000.00*
<b>TOTAL OFF-SITE COSTS</b>	<b>\$ 1,500,000.00</b>

<b>SUBTOTAL PROJECT COSTS</b>	<b>\$29,564,803.25</b>
<b>CONTINGENCY (10% of Site Costs)</b>	<b>\$ 2,806,480.32</b>
<b>TOTAL ESTIMATED PROJECT COST</b>	<b>\$32,371,283.57</b>

\*The estimate for the loop road includes design fees and a separate contingency.

Our project budget is \$30 million, which includes a \$5 million contribution from the YMCA and up to \$25 million from the City. With the inclusion of a 10% contingency, we are over budget by approximately \$2.4 million.

### How do we resolve the budget overage?

There are several opportunities in the process to identify cost savings. These include the use of contingency, progressing further with the design, a favorable bidding climate, the opportunity to bid “alternates,” and reduced risk once the site work is complete. Each of these opportunities is further explained below.

As a standard practice, we include a 10% contingency in all of our construction projects. Simply put, this amount is identified to address the unknowns we encounter during construction. Sometimes this money is needed and other times it is not. Any portion of unexpended contingency would contribute to lowering the overall cost of the project.

As for the cost estimates, it is important to note that we are working from conceptual plans only. It is very difficult to “sharpen our pencils” and identify savings at this stage of design as we simply don’t have enough information to do so. Once the design phase commences, one of our first steps will be to prepare a “Schematic Design,” which represents approximately 25% of design completion. It is at this



## City Council Agenda Bill

---

stage that we can begin to identify opportunities for savings. We will review the design details and recommend changes or modifications to further reduce the project costs.

Our work preparing these cost estimates included many conversations with estimators, architects and other professionals in the field. The sense is that the bidding climate is very favorable and may remain so for another 1 to 2 years, possibly longer. That being said, we are optimistic that our project bids will come in under the engineer's estimate. The savings realized may be up to 10% or possibly more, which is consistent with our own bidding experience in Sammamish.

Another opportunity available to us is the option to bid using "alternatives." This allows us to design a base building and identify alternates that will only be included if we have enough money to do so. As an example, we may include a small break room/kitchen as part of the basic building design, but identify a commercial kitchen (larger kitchen) as an alternative. With specific costs identified for each alternative, we simply make a "go or "no go" decision once we know the cost. Bidding using alternatives gives us a considerable amount of flexibility and allows us to further refine our costs. We use this technique in many of our other construction projects and it has proven to be very successful.

Finally, it should be noted that at various stages of construction the "risks" diminish. One area that represents slightly higher risk for this project is the site work. We can minimize our risks through geotechnical reports and scheduling construction during the dry months, but we never really know what is in the ground until we start digging. That being said, we have taken a conservative approach and prepared an estimate for the site work that reflects the various unknowns. If things go as we hope they will, there may be savings associated with this aspect of the project and certainly a reduced need for use of contingency funds.

While the preceding paragraphs have identified the potential costs savings, there is certainly the risk for potential cost overruns as well. With a project of this scale, we utilize all of the "tools in the toolbox" to manage the fluctuations in cost and remain within our project budget.

Based on our analysis and recent staff work, we feel confident that the project can be constructed for approximately \$30 million as previously presented to the city council. We will continue to work to meet this budget goal.

### **Project History**

Responding to broad and persistent interest from members of the community, the city conducted a comprehensive community center feasibility study in 2011. The feasibility study helped identify the type of facility the community wanted, assessed the marketability of such a facility, and projected potential construction and operating costs. The findings of the study were presented to the city council in July 2011.

In 2012, the City Council directed staff to scale back the size of the facility to reduce costs and to identify a suitable operating partner. The revised community center facility is approximately 60,000 sq. ft. and will be located on city-owned property west of the library and south of City Hall (also known as the Kellman site). The facility will consist of one full-size gymnasium, one family-size (reduced size)



## City Council Agenda Bill

---

gymnasium, a cardio and group fitness area, a jogging track, and a child watch area. The aquatic component will consist of a leisure pool and a 6-lane 25-yard lap pool with locker rooms. The facility will also include several multipurpose rooms to serve a variety of recreational uses and for maximum flexibility. A combination of terraced parking and surface parking will accommodate 300+ cars.

The facility is designed to allow for future expansion including the potential for an additional gymnasium, a competitive swimming pool, and/or other features that may be necessary to meet user needs.

Although a formal agreement has not yet been reached, the YMCA is the intended operating partner for the community center.

### **Financial Impact:**

The estimated cost for participation in the November election is \$50,000.

The estimated construction cost of the facility is approximately \$32.4 million, which includes a \$2.8 million project contingency.

The YMCA will contribute \$5 million towards the capital costs of the facility and the city will contribute \$25 million, approximately \$6 million from the parks CIP and the balance from the City's reserve fund. Additional cost savings will be identified during the course of the project to ensure the project budget of \$30 million is met.

No additional taxes are needed to support the construction or operations of this facility.

### **Recommended Motion:**

Move to amend the motion passed at the council meeting on July 16, 2012 related to the Memorandum of Understanding between the YMCA and the City of Sammamish for the Community and Aquatic Center Project by striking the 10-year term on development of a site plan and replacing it with a 5-year term. This amendment will modify the original motion to read as follows:

*“Furthermore, submittal of this resolution is conditioned on the City Manager executing an MOU with the YMCA that includes provisions for a discounted facility-based program fees for Sammamish residents, a \$5 million capital contribution from the YMCA, allows for a 50 year, long term lease for \$1 per year, with an option to purchase, providing the city develop a plan within ~~10 years~~ 5-years for use of the YMCA-owned land near Pine Lake Middle School to the City, and development of a draft operating agreement by September 30.”*