

14 February 2017

Keith Stahley
The City of Olympia
Director Community Planning and Development Department
601 4th Ave E, Olympia, WA 98501

RE: City Of Olympia Downtown Public Restroom Master Plan

Dear Keith,

Thank you for requesting a fee proposal for the Master Plan for Public Restrooms in the City of Olympia downtown business district. We are very interested in this project, and feel that we have discovered and developed valuable information and expertise that could assist with your endeavors.

Attached is a breakdown of the fee proposal by task and consultant, as well as a contract and fee schedule for your review. The total fee is \$41,850 and includes fees and expenses. If this is more than the council is willing to spend on a Master Plan, there are ways the fee and scope of work can be adjusted to meet the budget.

The proposed fee assumes that field investigation and meetings will occur on the same day. If multiple meetings can be arranged to happen on the same day, travel expenses and time could be reduced. For the public events Site Workshop will participate, and that role could be reduced, if City of Olympia or Downtown Association support staffs are able to assist. Further, the reprographics are an estimate, and that could be reduced, if you have that in house capability.

The contract attached is our standard contract, though we typically use the municipality's standard contract on public works projects. Either way is fine, just let us know your preference.

The project goal is to develop a plan that helps to address public sanitation in the downtown area. Our research effort will review other cities that have planned or implemented similar projects and their results. We will provide recommendations and best practices for public restroom site locations, facility types, hours of operation, and key criteria for safety and achieving positive results.

We can meet the outlined project schedule with the master planning beginning in March and completion by the end of June in time for the budget cycle process. To meet this schedule we will need to work together to carefully plan meetings and required reviews in order to get on the various stakeholder calendars. We believe that our master plan will help to appropriate the funds needed

for construction to begin in 2018. We are a full service Architectural firm and can also assist with design and/or construction administration when that time comes.

Please contact me if you have any questions. We are looking forward to this opportunity and working with the City of Olympia.

Sincerely,

A handwritten signature in red ink, appearing to read 'Adam Young', written in a cursive style.

Adam Young
Principal Architect
cc: file.

CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into effective this 14th day of February, 2017 between The City of Olympia of 601 4th Ave E, Olympia, WA 98501.
(Client Name) (Address)
hereinafter referred to as "Client" and Young Architecture LLC, of 110 NW Bowdoin Place, Seattle, Washington 98107, hereinafter referred to as "Consultant".

Whereas, the Client desires to engage the services of a Consultant to "Provide Consulting and Architectural planning services."

The Client and Consultant for mutual consideration hereinafter set forth, agree as follows:

I. OBJECTIVES AND SCOPE OF WORK

The Consultant agrees to perform certain consulting, design, and / or advisory services for the Client as follows:

The goal is to develop a plan that helps to address public sanitation in the downtown area and provides recommendations on location, siting, type of facility and hours of operation for public restrooms. See the attached Task & Fee Outline exhibit A.

II. PAYMENT

Client agrees to pay Consultant as compensation for these services as follows:

A fixed fee based on time and expense per the attached Task & Fee Outline, exhibit A, and per the attached Fee Schedule, exhibit B, for forty one thousand, eight hundred fifty dollars (\$41,850.00).

III. STANDARD PROVISIONS

The standard provisions set forth upon page 2 are incorporated into and made a part of this Agreement. Consultant and Client also agree to the following additional provisions:

No further provisions.

By Consultant



Name Adam M. Young
Title Principal Architect

By Client

Name Keith Stahley
Title The City of Olympia
Director Community Planning and Development Department

STANDARD PROVISIONS

A. PAYMENT

The Consultant's expenses relate to those costs incurred for the Client's project including, but not limited to, necessary transportation costs, meals and lodging, laboratory tests and analyses, computer services, telephone, printing, copying and binding charges. Reimbursement for these expenses shall be on the basis of 1.1 times actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by Consultant. Mileage shall be at the Consultant's current rate.

Technical or professional services provided by an outside source will be billed at 1.1 times the invoice amount.

Monthly invoices will be issued by Consultant for all work performed under the terms of this Agreement. If hourly, invoices will be based on labor and expenses incurred. If lump sum, invoices will be based on the percentage of work completed. Invoices are due and payable within thirty (30) days of date of invoice. Failure by the Client to remit payment or progress payments within sixty (60) days of date of invoice shall be sufficient reason for Consultant to stop work on the project and/or withhold delivery of completed work until payment is received of past-due invoiced amounts, and any restart charges; and Consultant is satisfied further invoices will be paid within thirty (30) days of invoice. The Consultant may withhold delivery of any and all products until payment in full is received for said work.

The monthly invoices provided by the Consultant will outline the work performed to date and the charges for said work. In the event there is any dispute with regard to the invoice or billing by Client, such objection shall be forwarded in writing to Consultant within ten (10) days of the receipt of the invoice or the information contained in said invoice shall be conclusively presumed to be accurate and the Client agrees to pay according to its tenure.

The parties acknowledge and agree that any estimate of a total fee may not reflect the ultimate charges of Consultant. Each party recognizes the inherent difficulty in any predetermination of the amount of services required for a particular project.

If a retainer is received, it will be credited to the final invoice unless prior arrangement has been made between Client and Consultant.

Recognizing that factors beyond the control of the Consultant exist which require additional cost and effort of time, such as changing government regulations and procedures, permit and regulatory requirements, and level of analyses due to ever increasing standard of care and liability issues, the maximum amount of this contract may be increased an amount not to exceed five (5) percent per year upon documentation by the Consultant.

If at any time, present or future, the state or local government assesses a sale or use tax for any of the services performed by the Consultant and/or its subconsultants under this Agreement, the Client agrees to directly pay such taxes, or should Consultant pay such taxes directly, then the Client agrees to reimburse Consultant in full. Such reimbursement shall be additional to the amount(s) specified in the Payment, Section II of this Agreement.

B. EXTRA WORK

The Client may desire to have the Consultant perform work or render services other than those provided in Objectives and Scope of Work, Section I of this Agreement. This will be Extra Work. Work shall not proceed until so authorized by the Client. Payment for all Extra Work performed under this Agreement shall be on an hourly basis plus expenses in accordance with the attached or any subsequent Schedule of Billing Rates. Charges for outside services, expenses, and subconsultant work will be billed at 1.1 times the invoice amount.

If Extra Work should be requested by Client, such request shall be evidenced by a written supplement signed by Client authorizing the Extra Work. However, in the event that it is not practical for the parties to make a written supplement for the Extra Work, then the oral authorization of Client shall be sufficient to bind the Client to pay for Extra Work according to the Schedule of Billing Rates plus expenses.

C. TIME OF BEGINNING AND COMPLETION

Signing this form is authorization by the Client for the Consultant to proceed with the work.

D. DELAY OF PROJECT

If the project is delayed by any circumstance beyond the control of the Consultant for a period of thirty (30) days or longer during the progress of this work the contract amount will be increased by 10 percent or Ten Thousand Dollars (\$10,000), whichever is lesser, to cover the impact of archiving and restarting the work.

E. PROFESSIONAL STANDARDS

The Consultant shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work in Consultant's community, for the professional and technical soundness, accuracy, and adequacy of all designs, drawings, specifications, and other work and materials furnished under this Agreement. The Consultant makes no other warranty, expressed or implied.

F. GOVERNING LAW AND VENUE

Unless otherwise provided, this Agreement shall be governed by the laws of the State of Washington. Unless otherwise agreed, venue for any action shall be King County, Washington.

G. SAFETY AND CONSTRUCTION

Consultant shall not be responsible for construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the work performed by the contractor(s) and any subcontractors.

H. TERMINATION

Either the Client or the Consultant may terminate this Agreement by giving thirty (30) days written notice to the other party. In such event, Consultant shall forthwith be paid in full for all work authorized and performed prior to effective date of termination and all expenses incurred or committed to that cannot be canceled. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.

Consultant also has the right to complete, at Clients' expense, the tasks and records Consultant considers necessary to protect its professional reputation. A termination charge may also be made to cover administrative and incidental costs related to the work.

I. LEGAL RELATIONS

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be submitted for mediation prior to the commencement of other adjudicatory procedures.

This dispute resolution procedure shall be implemented in any matter by written notice given by any party to the other party or parties to this Agreement. The notice shall contain a statement of the nature of the dispute and the remedy sought. The parties shall make their principals available for a period of two (2) consecutive days during the thirty (30) days following the giving of notice of intent to mediate with the other parties in the dispute.

Unless agreed upon otherwise by the parties signatory to this contract, the location of the mediation shall be Seattle, Washington.

If a settlement is agreed upon through mediation, the parties may agree that the settlement be reduced to writing and that the mediator shall be deemed to be arbitrator for the sole purpose of signing that written settlement agreement which shall then have the same force and effect as an arbitral award.

In the event mediation falls, and legal action is brought by the Client or the Consultant against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, then the prevailing party shall be entitled to reasonable attorney's fees, costs and expenses incurred in any action brought by either party under the terms of this Agreement.

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof shall be governed by the laws of the State of Washington.

The Client agrees to limit the Consultant's liability to the Client and to all construction contractors and subcontractors on the project, due to Consultant's professional negligent acts, errors or omissions such that the total aggregate liability of the Consultant to all those named shall not exceed the Consultant's total fee for services rendered on this project, or Fifty Thousand Dollars (\$50,000) whichever is lesser.

In the event the Client does not wish to limit the Consultant's liability, as stated, the Consultant will raise the limit to One Million Dollars (\$1,000,000) upon the Client's written request, provided the Client agrees to pay for this increase an additional consideration of five (5) percent of the total contract amount, or Five Hundred Dollars (\$500), whichever is greater.

J. COST ESTIMATES

Any cost estimates provided by the Consultant will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures the Consultant cannot warrant that bids or ultimate construction costs will not vary from these cost estimates.

K. REUSE OF DOCUMENTS

All documents including reports, drawings and specifications prepared or furnished by the Consultant pursuant to this Agreement are instruments of service with respect to the project and the Consultant shall retain an ownership and property interest therein whether or not the project is completed. Such documents are not intended or represented to be suitable for use or reuse by the Client or others on the project, on extensions of the project, or on any other project without Consultant's participation. Any reuse without written verification or adaptation by the Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to the Consultant and the Client shall defend, indemnify and hold harmless the Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting there from. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the Client and the Consultant.

L. SEVERABILITY

If any term, condition or provision of this Agreement or the application to any circumstances is determined to be invalid or unenforceable to any extent, the remaining provisions of this Agreement shall not be affected, but shall instead remain valid and enforceable.

M. PUBLIC RECOGNITION

During development, construction, or upon completion of the project, the Consultant's name will be included on any public recognition/project identification display indicating design team, owners, and/or financiers.

N. COMPLETE AGREEMENT

This Agreement supersedes all verbal and other written understandings and agreements and constitutes the complete and final understanding between Client and Consultant.

End of Contract.

Task & Fee Outline exhibit A

The Fee is based on the following Design Services and INCLUDES the following:

Overall

Planning Services

Task 1 - Preliminary Recommendations				\$	18,000.00
Task 2 - Final Recommendations				\$	9,000.00
				\$	-
				\$	-
				\$	-
				\$	-

Total **\$ 27,000.00**

Subconsultant Services

Site Workshop	\$ 10,000	10%	\$	11,000.00
kwkstudy research and writing	\$ 2,000	10%	\$	2,200.00

Total **\$ 13,200.00**

Total Design Services \$ 40,200.00

Reprographics	\$ 750.00	10%	\$	825.00
Reimbursable Expenses	\$ 750.00	10%	\$	825.00

TOTAL SERVICES **\$ 41,850.00**

Exclusions:

- ADA Consulting
- Survey / Geotechnical Engineering / Civil Engineering / Structural Engineering
- Fire Alarm & Suppression Engineering
- Destructive Investigation
- Permit Fees / Special Testing and Inspections

The Scope of Work and Fee breakdown of tasks by phase:

Task 1 - Preliminary Recommendations

Description	Total
Investigation / Research	\$ 2,000.00
Review Documents	
Site Investigation	
Plan / GIS Review	
Plans	\$ 3,500.00
Specifications	\$ 500.00
Draft Report	\$ 6,000.00
Production	
Cost Estimates	
Presentations	\$ 6,000.00
Prepare Boards, Slides, Presentation	
Meet w/ Stakeholders, City Staff	
Public Presentation / Workshop	
City Council Presentation	
TOTALS -	\$18,000.00

Task 2 - Final Recommendations

Description	Total
Investigation / Research	\$ 500.00
Follow Up Review	
Site Investigation	
Plan / GIS Review	
Plans	\$ 1,500.00
Specifications	\$ 500.00
Draft Report	\$ 2,500.00
Production	
Cost Estimates	
Presentations	\$ 4,000.00
Prepare Boards, Slides, Presentation	
Meet w/ Stakeholders, City Staff	
Public Presentation / Workshop	
City Council Presentation	
TOTALS -	\$9,000.00

YOUNG | architecture LLC

110 NW Bowdoin Place
Seattle, WA 98107

206.852.1956
adam@young-architecture.com

FEE SCHEDULE

2017

Exhibit B

Principal / Project Architect	\$120 per hour
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Drafting / Document Production	\$80 per hour
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Administration	\$55 per hour
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REIMBURSABLE EXPENSES:

Permit Fees	Price plus 10%
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Mileage	\$0.55 per mile
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B/W Print / Copy	\$0.10 each
Color	\$0.50 each

Large Format Plot / Copy	Vendor price plus 10%
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Consultants	Price plus 10%
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Material Samples	Price plus 10%
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