FIRE STATION 92 ARCHITECTURAL SERVICES AGREEMENT

Proposed Council Action:
Authorize the City Manager to sign the agreement.

DEPARTMENT OF
City Manager (Glenn Boettcher)

COUNCIL LIAISON
n/a

EXHIBITS
1. Architectural Services Agreement
2. Project Budget
3. Schedule and Scope of Work
4. Request for Qualifications

APPROVED BY CITY MANAGER

<table>
<thead>
<tr>
<th>AMOUNT OF EXPENDITURE</th>
<th>$ 92,558</th>
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<td>AMOUNT BUDGETED</td>
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SUMMARY

BACKGROUND

The architectural firm Miller Hull was selected from 11 firms that responded to a Request for Qualifications (RFQ) to begin designing a new Fire Station 92 on the south end of Mercer Island (Exhibit 4). Before Miller Hull can begin work, an architectural services agreement must be executed. That agreement, along with a scope of work and budget, has been negotiated and is ready for City Council approval.

ARCHITECTURAL SERVICES AGREEMENT

The agreement with Miller Hull (Exhibit 1) is based on the agreement for the design of the Community Center at Mercer View. Miller Hull also was the firm selected to design that project. Revisions to that agreement were drafted by attorney Bryan Caditz, who specializes in construction and government contracts. The agreement is designed to protect the City from unnecessary costs and risk.

The agreement covers only the work necessary to provide the Council with the information it needs to decide whether to seek construction funding.

BUDGET

Miller Hull has proposed a budget of $92,558 (Exhibit 2). The budget was reviewed by an architect not associated with the project and has been modified based on the results of that review. The budget covers all work to be performed by Miller Hull under the agreement as well as that of several sub-consultants.
SCOPE OF WORK AND SCHEDULE

This initial phase of work on Fire Station 92 is considered “Pre-Design.” The schedule and scope of work (Exhibit 3) was based on several important considerations. These include having a preferred design concept and refined cost estimate for final design and construction ready for City Council consideration at the June 16 Mini-Planning Session. If the Council chooses to place the project before voters in the Nov. 6 general election, the ordinance placing Station 92 funding on the ballot would need to be approved by the Council in July. The deadline to submit for the election is August 7.

Other significant elements of the scope of work include:

1. A public involvement and outreach plan that anticipates two project open houses.
2. The development of three conceptual design options, with a preferred option identified.
3. The creation of a construction cost model that will give the Council a refined estimate to consider.

The project team assumes that Fire Station 92 would achieve LEED certification. Should the project move forward, the goal would be to accomplish this with no impact or minimal impact on the cost of construction.

The scope of work and schedule will require a tremendous amount of work to be accomplished over the next 10 weeks. Staff is confident that Miller Hull is up to the challenge and will produce the highest quality work.

NEXT PROJECT UPDATE

At the Study Session on May 21, the project team anticipates updating the Council on work completed and providing a look ahead to the Mini-Planning Session.

RECOMMENDATION

Assistant City Manager

MOVE TO: Authorize the City Manager to sign the architectural/engineering services agreement with Miller Hull for Fire Station 92 Pre-Design.
CITY OF MERCER ISLAND
ARCHITECTURAL/ENGINEERING SERVICES AGREEMENT

This architectural/engineering services agreement (“Agreement”) is made and entered into by and between The City of Mercer Island (“City”) and The Miller/Hull Partnership (“Designer”).

WITNESSETH

WHEREAS, the City desires to have pre-design services performed for a project commonly referred to as Fire Station 92.

NOW THEREFORE, in consideration of the mutual terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, it is hereby agreed between the parties as follows:

ARTICLE 1
The Designer's Services and Responsibilities

1.1 Basic Services

The Designer shall provide professional services as hereinafter set forth in Attachment A; and the City shall compensate the Designer as set forth in Attachment B, and provide the services, as hereinafter set forth, all in the interest of the project named under this Agreement.

a. The Designer shall exercise that degree of reasonable care, diligence, skill and judgment in the rendition of all services under this Agreement which is normally exercised by A/E's performing work for projects of a size, scope and complexity similar to this Project.

b. The Designer acknowledges the relationship of trust and confidence established between the Designer and City by this Agreement. Accordingly, the Designer's acts shall be consistent with this relationship. The Designer shall further the interest of the City through appropriate administration, management and design.

c. The Designer shall prepare for the City's approval a written schedule for performance of Designer's services for the Project prior to the start of Work. The Designer shall periodically reevaluate the established schedule and promptly notify the City in writing of any actual or anticipated deviation of the Designer's services from the schedule. Any adjustments to the established time schedule shall be allowed only when approved by the City. The Designer shall provide revised time schedules when so approved.
d. All services shall be performed by the design team identified on the fee schedule attached hereto as Attachment B. Changes in the personnel make-up of the design team shall be made only with prior written authorization from the City.

e. The Parties understand that additional sub-consultants may be required to carry out the design services outlined in this project. The Designer shall be responsible for retaining the services of additional sub-consultants in consultation with the City.

f. The Designer shall provide the City copies of project documents per Attachment A upon completion of each of the project. Reimbursement shall be as outlined hereinafter.

g. The Designer shall meet with the City as reasonably requested at a location designated by the City to ensure that the developing design is meeting the City's requirements, and shall conduct presentations of the Project to such review groups as may be reasonably required to secure necessary approvals from the City. Minutes of the meetings will by prepared by the Designer and distributed to attendees.

1.2 Predesign Phase

a. See Attachment A for Scope of Work.

ARTICLE 2

The City's Services and Responsibilities

2.1 All official communications shall be made through the City Administrator, or the designated representative. During the course of the project the City shall:

a. Provide full available information of its requirements for design and construction of the project under this Agreement.

b. Conduct its own architectural, engineering, legal, accounting, insurance and auditing services as deemed necessary for the City's monitoring and control of the project.

c. Furnish information and approvals as expeditiously as possible. Said information and approvals may include the City Council review required for all phases.

d. Arrange for and pay for the required advertisement for bids and other legal notices.

e. Furnish the services in Article 2.1 at its own expense.
ARTICLE 3

Additional Services and Reimbursables

3.1 Additional services beyond those identified in Attachment A shall be paid for on an hourly basis using the hourly rates for personnel identified in Attachment B. However, the City has no obligation to pay the Designer for Additional Services performed by Designer prior to receipt of City's written authorization for such services. Fees are subject to yearly updates for hourly rates.

ARTICLE 4

Compensation for Services

4.1 Fees for the Predesign phase scope of work are outlined in Attachment B.

ARTICLE 5

Termination and Suspension

5.1 This Agreement shall remain in effect until completion of the services described within this Agreement and its attachments and final payment therefore.

5.2 This Agreement may be terminated by the City without cause upon thirty days written notice, in which event all finished or unfinished documents, reports, or other material or work of Designer pursuant to this Agreement shall be submitted to the City, and the Designer shall be entitled to just and equitable compensation at the rates set forth in Attachment B for any satisfactory work completed prior to the date of termination.

5.3 The City may suspend the project at its sole discretion. If the project is suspended by the City for more than 30 consecutive days, the Designer shall be compensated for services performed prior to the notice of suspension, provided the suspension was not caused by the Designer's negligence or wrongful act. The Designer's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Designer's services. In the event of termination or suspension as provided for above, all construction drawings, sketches, renderings, models, other reproducible drawings, surveys, reports, photographs, calculations, prepared by the Designer under this Agreement, shall be delivered to the City upon request and the City shall have the same rights to their use as if the termination or suspension had not occurred, provided, however, that the Designer has been compensated according to this article.

5.4 If the basic services under this Agreement have not been completed within 36 months of the date hereof, though no fault of the Designer, extension of the Designer's services beyond that time shall be compensated at new rates, based on current multiples of direct expenses, to allow for inflation, escalation and increases in overhead etc. that may effect the designers costs.
5.5 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. If the Owner fails to make payments 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.

ARTICLE 6

Ownership of Designer's Work Product

6.1 All Drawings, Specifications and other documents prepared by the Designer in connection with the Project (including computer aided design diskettes), and any other Project-related work products of the Designer that constitute "Designers works" within the meaning of Title 17, Section 101 of the United States Code (such Drawings, Specifications and Designers works being referred to herein as "Project-Related Work Product"), shall be considered to be "works made for hire," and Owner shall own all common law, statutory and other intellectual property rights therein, including copyrights.

6.2 Notwithstanding Subparagraph 8.1, Owner shall not own, and Designer shall retain, all common law, statutory and other intellectual property rights, including copyrights, in any separately identifiable elements of or precursors to Project-Related Work Product, such as standard specifications, design templates and individual standard features, that are (i) developed by or for Designer and reduced to writing prior to the date of this Agreement or (ii) developed by or for Designer as its own expense or at the expense of clients other than Owner (such separately identifiable elements or precursors being referred to herein as "Designer's Work Product"). To the extent Project-Related Work Product contains any Designer's Work Product, Designer hereby grants to Owner, and each of its affiliates, a nonexclusive, perpetual, worldwide, paid-up license to use, copy, and modify any such Designer's Work Product. Owner's right to use, copy and modify Designer's Work Product pursuant to the foregoing license shall include the right to disclose Designer's Work Product to Owner's third party Designers, consultants and contractors.

6.3 If any element of Project-Related Work Product that Designer has not licensed to Owner pursuant to Subparagraph 8.2 is determined by a court of competent jurisdiction or the Registrar of Copyrights not to be a "work made for hire," Designer agrees to execute any and all documents that Owner may deem necessary or appropriate to effect a complete transfer of ownership of all rights in such element of Project-Related Work Product, including copyrights, to Owner.

6.4 Designer shall have no responsibility to Owner for Owner's changes to Project-Related Work Product or Owner's use of Project-Related Work Product in connection with any project other than the Project, and Owner shall indemnify, defend and hold harmless
Designer from and against any and all claims, damages, losses and costs, including reasonable attorney fees, incurred or suffered by Designer as a result of such changes or use by Owner.

6.5 Designer shall treat Project-Related Work Product as confidential information of Owner and shall not, directly, or indirectly, cause or permit to be used (except by Designer for Owner's sole benefit) or disclosed or made available to any other person, any portion of Project-Related Work Product except that portion owned by Designer pursuant to Subparagraph 8.2. This Subparagraph shall not apply to those portions of Project-Related Work Product that are or later become part of the public domain without breach of this Agreement and through no act or omission of Designer.

6.6 Except with Owner's prior written consent, which may be withheld only to prevent disclosure or misuse of Owner's trademarks, trade secrets or confidential information, Designer shall not use photographs of the Project for promotional or other purposes not related to Designer's performance of this Agreement.

ARTICLE 7

Claims and Disputes

7.1 A Claim is a demand or assertion seeking, as a matter of right, adjustment or interpretation of this Agreement, payment of money, extension of time or other relief with respect to the terms of this Agreement. The term "Claim" also includes other disputes and matters in question between City and Designer arising out of or relating to the project. Claims must be made in writing. The responsibility to substantiate Claims rests with the party making the Claim.

7.2 The parties shall expeditiously attempt to resolve all Claims and disputes in a non-litigious manner. If the claim or dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute through mediation under the Construction Industry Mediation Rules of the American Arbitration Association, or other mutually agreeable equivalent format, before resorting to arbitration, litigation or some other dispute resolution procedure.

7.3 Designer agrees to being joined as a party to any arbitration, litigation, mediation or other legal proceeding in which the City is a party and there is a common question of fact or law between claims against the City and the City’s claims against Designer, or if complete relief cannot be afforded in such proceeding without Designer’s participation. If joined in any such proceeding, Designer shall be bound by the applicable rules and procedures, the decision therein shall be final and binding on Designer and judgment may be entered upon the arbitration decision in any court with jurisdiction.

7.4 The City and the Designer, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners,
successors, assigns and legal representative of such other party with respect to all covenants of this Agreement. Neither the Designer nor the City shall assign this Agreement without the written consent of the other party.

ARTICLE 8

Insurance

8.1 Insurance. The Designer shall obtain, at its own expense, the following insurance coverage. The coverages herein required shall not in any way limit the liability of the Designer. The Designer's failure to maintain coverages as required shall be a breach of this Agreement entitling the Owner to withhold payments otherwise due to the Designer.

8.2 Commercial Form General Liability Insurance (contractual liability included) with minimum limits as follows:

a. Each Occurrence $1,000,000
b. Products/Completed Operations Aggregate $1,000,000
c. Personal and Advertising Injury $1,000,000
d. General Aggregate $1,000,000

If this insurance is written on a claims-made form, coverage shall survive for a period of not less than three years following Final Completion of this Project or termination of this Agreement. Coverage shall also provide for a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

8.3 Automobile Liability Insurance for owned, non-owned or hired automobiles with a combined single limit of no less than $1,000,000 per occurrence.

8.4 Workers' Compensation:

a. State: Statutory
b. Employers' Liability: $1,000,000

8.5 Professional Liability Insurance, including contractual liability, with limits no less than $1,000,000 per claim and $1,000,000 annual aggregate limit applying. If such insurance is written on a claims-made form, coverage shall survive for a period of not less than three years following Final Completion of this Project or termination of this Agreement. Coverage shall also provide for a retroactive date of placement prior to or coinciding with the effective date of this Agreement. The Designer shall notify the Owner of any claim which may materially impair the level of coverage. In such event, the Owner shall have the right to require the Designer to obtain additional coverage to assure $1,000,000 of available insurance for the Project.
Policy forms and amounts of deductibles shall be acceptable to the Owner. Policies shall be endorsed to comply with the following requirements and, upon execution of this Agreement, but no later than thirty (30) days prior to commencement of services under this Agreement, the Designer shall furnish the Owner with certificates which evidence compliance with the following requirements. Policies shall:

a. Provide for thirty (30) days' advance written notice to the Owner of cancellation, non-renewal, material change of coverage, or reduction of coverage.

b. Include the Owner and its officers, directors, agents, and employees, as additional insureds with respect to subsections 10.4.1 (General Liability Insurance) and 10.4.2 (Automobile Liability Insurance).

c. Be written by insurance companies which (1) have a policyholder's rating of not less than A VIII in the most current edition of Best's Rating Guide and (2) are licensed to do business in the state or jurisdiction in which the services under this Agreement are to be performed.

d. Designer will provide within 30 days of signed contract a complete copy of all insurance policies where owner is additional insured.

ARTICLE 9
General Requirements

9.1 Personnel: The services to be furnished under the terms of this Agreement shall be performed by the Designer and the subconsultants, agreed to jointly by the City and Designer, and shall not be assigned or subcontracted further, in whole or in part, without the express written consent of the City.

9.2 Records:

a. Final contract drawings and calculations shall be stamped and signed by an Designer or engineer licensed to practice in the state of Washington.

b. Record of Designer's payroll, consultant and reimbursable expenses pertaining to this project shall be kept on a generally recognized accounting basis, shall be available to the City or its authorized representatives at mutually convenient times, and shall be retained for three years after final acceptance of the project.

9.3 Nondiscrimination: During the performance of this Agreement, the Designer shall not discriminate against any person because of race, color, creed, sex, national origin, marital status, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.
9.4 **Compliance with the Law:** The Designer, shall use usual and customary professional care in his or her efforts to comply to all codes, regulations, laws in performance of all services under this Agreement which are in effect as of the date of the final completion of construction.

9.5 **Licenses and Similar Authorizations:** The Designer, at no expense to the City, shall secure and maintain in full force a effect during the term of this Agreement all required licenses, permits, and similar legal authorizations, and comply with all requirements thereof.

9.6 **No Waiver:** No waiver of full performance by either party shall be construed, or operate, as a waiver of any subsequent default or breach of any of the terms, covenants or conditions of this Agreement. The payment of compensation to the Designer shall not be deemed a waiver of any right or the acceptance of defective performance.

9.7 **Contractual Relationship:** This Agreement does not constitute the Designer as the agent or legal representative of the City for any purpose whatsoever. The Designer is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the City or to bind the City in any manner or thing whatsoever.

9.8 **Subletting or Assigning Contract:** Neither City nor the Designer shall assign, transfer, or encumber any rights, duties or interests accruing from this Agreement without the express prior written consent of the other.

9.9 **Binding Effect:** The provisions, covenants and conditions in this Agreement apply to bind the parties, their legal heirs, representatives, successors, and assigns.

9.10 **Amendments:** No modification or amendment of the provisions hereof shall be effective unless in writing and signed by authorized representatives of the parties hereto. The parties hereto expressly reserve the right to modify this Agreement, from time to time, by mutual agreement.

9.13 **Entire Agreement:** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties hereto.

### ARTICLE 10

**Hold Harmless**

10.1 **Indemnity:** The Designer shall, at its sole expense, defend, indemnify and hold harmless City and its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, attorney's fees and costs of litigation, expenses, injuries, and
damages of any nature whatsoever relating to or arising out of the services provided by Designer, Designer's agents and employees to the fullest extent permitted by law, subject only to the limitations provided below.

Designer's duty to defend, indemnify and hold harmless City shall not apply to liability for damages arising out of such services caused by or resulting from the sole negligence of City or City's agents or employees.

Designer's duty to defend, indemnify and hold harmless City against liability for damages arising out of such services caused by the concurrent negligence of (a) City or City’s agents or employees, and (b) Designer or Designer’s agents or employees, shall apply only to the extent of the negligence of Designer or Designer's agents or employees.

Designer's duty to defend, indemnify and hold City harmless shall include, as to all claims, demands, losses and liability to which it applies, City's personnel-related costs, reasonable attorneys' fees, and the reasonable value of any services rendered by the office of the City Attorney, outside consultant costs, court costs, fees for collection, and all other claim-related expenses.

Designer specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. These indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefits acts. Provided, that Designer's waiver of immunity by the provisions of this Addendum extends only to claims against Designer by City, and does not include, or extend to, any claims by Designer's employees directly against Designer.

All notices and other material to be delivered hereunder shall be in writing and shall be delivered or mailed to the following addresses:

If to the City:   Glenn Boettcher
              Assistant City Manager
              9611 S.E. 36th St.
              Mercer Island, WA 98040-3732
              Phone 206-275-7802

If to the Designer:  Ron Rochon, AIA
            Managing Partner
            The Miller/Hull Partnership
            911 Western Avenue, Rm. 220
            Seattle, WA 98104-1031
            Phone: (206) 682-6837

or such other respective addresses as may be specified herein or as either party may, from time to time, designate in writing.
IN WITNESS WHEREOF, the parties have executed this Agreement on the ________ day of __________________, 20____.

DESIGNER:
THE MILLER/HULL PARTNERSHIP

By: ____________________________
Ron Rochon, Managing Partner

CITY:
CITY OF MERCER ISLAND

By: ____________________________
Richard M. Conrad, City Manager

Approved as to Form:

By: ____________________________
Katie H. Knight, City Attorney
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<td>Client Workshop Meetings &amp; Notes (Total of 3 @ 2 hrs)</td>
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<td>RD Final Presentation Meeting w/ Client (2 hrs prep, 0 add’t prep)</td>
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<td>E  Deliverables</td>
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<td>Conceptual Planning/Recommendations &amp; Descriptive Narrative</td>
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<td>Pre Design Report</td>
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**SUBCONSULTANTS Subconsultant fees include labor & reimbursable allowances**

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<tr>
<th>Subconsultant</th>
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<td>Seattle Structural (Structural)</td>
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<td>Sider &amp; Byers (Mech)</td>
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**REIMBURSEABLES**

Gated at 3% of Design Team Labor $ 1,537

**Fee Total** $ 92,558
Project: Mercer Island Fire Station 92

Project No: 1206
Date: 28 March 2012

Scope of Services

<table>
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<tr>
<th>Project Schedule:</th>
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<tbody>
<tr>
<td><strong>Monday April 2nd - Council Meeting (Anticipated NTP)</strong></td>
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<tr>
<td>Glenn will take contract and fee proposal to Council at the 4/2 meeting for approval. Miller Hull requested to attend meeting to be available for questions by Council.</td>
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<tr>
<td>▪ City is currently reviewing the AIA contract template, along with the previous MICC contract, and expects to get comments back by the end of the week.</td>
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<tr>
<td>▪ Miller Hull to begin developing a fee proposal including subconsultants based on the scope of work outlined below. MH to forward proposal to Glenn by Tuesday March 20th.</td>
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</table>

**Month 1 - PreDesign / Programming / Research**

**Week 1: 4/2 - 4/6 (Current Facility Assessment):**
- Obtain Current Plans and review with Previous Studies (Glenn provided two reports at Wed's meeting)
- Ride Along / Site Documentation / Station Equipment Documentation / Program Adjacencies Development (will occur in a day spent at FS92, beginning before shift change, extend throughout the day; Kate to coordinate with Chief Tubbs early next week.) - Possibly combine also with Design Team Site Visit.
- Begin Program Development - Room by room program requirements (Process will be led by Chief Tubbs with City involvement)
- Owner requirements for Information Technology / Security (Chief Tubbs will lead these discussions and pull in the City IGIS Tech Leader (Mike) and the Facilities Manager (Marcie) as needed.)
- Preliminary Code (Land Use, Building, Energy, ADA) Study (Glenn will lead / coordinate this effort.)
- Public / City Council Outreach Plan - Strategy Meeting / Set Date for Initial Public Meeting
- Revit Model - Develop Site

**Week 2: 4/9 - 4/13 (Program Development):**
- Design Team Kickoff . Owner team will include a City Council member on the Sustainability Sub-Committee.
- Owner /Structural/Mechanical and Electrical discussions - determine preferred bldg systems/requirements (Chief Tubbs will lead with Facilities Director, Marcie.)
- Pre-submittal Conference w/ Mercer Island Development Services (Land Use / Zoning and Building Department)
- Functional Program Analysis - Finalize Program / Adjacencies / Functional Requirements
- Revit Model - Program Layout - Base to Consultants

**Week 3: 4/16 - 4/20 (Initial Concepts):**
- Initial Public Meeting / Open House - Location: FS91. (MI Public Market not in session until June).
- Public Comment Summary
- Incorporate Public and Owner Comments
- Initial Site / Building Layout Options - Assume three options with one preferred recommendation
- Preliminary Massing Studies
**Week 4: 4/23 - 4/27 (Concept Development):**
- Owner Coordination Meeting - Design Team brought in as needed.
- Site Narrative - existing conditions / conclusions / recommendations
- Functional Program Analysis - including station area relationships and adjacencies
- Codes / Agency Analysis - summary of significant code impacts to the project - zoning recommendation
- Alternative Layout Diagrams - 3 conceptual planning options with one preferred recommendation
- Initial Massing Studies
- Deliverable at the end of the week for City Review & Approval: Conceptual Planning Document / Recommendations & Descriptive Narrative

**Month 2 - Conceptual Design - Development and Costing**

**Week 5 - 6: 4/30 - 5/11 (Preferred Option Development):**
- Owner Coordination Meeting - Design Team brought in as needed (x1)
- Design Team Coordination Meeting (x1)
- Plan Development, Elevation studies
- Key Building / Mechanical / Site Systems Development

**Week 7: 5/14 - 5/18 (Preferred Option Presentation & Costing):**
- Develop Cost Model
- Develop Presentation Graphics / Powerpoint
- Internal MH QC Review
- Public Meeting / Open House 2
- Public Comment Summary

**Month 3 - Conceptual Design - Refinement and Documentation**

**Week 8 - 9: 5/21 - 6/1 (Preferred Option Refinement):**
- Study Session with MI City Council - May 21
- Design Refinement - Incorporate public comment / Cost
- Owner Coordination Meeting - Design Team brought in as needed (x1)
- Develop Presentation Graphics / Powerpoint
- Updated Cost Model
- Cost Review - Client Workshop

**Week 10: 6/1 - 6/8 (Documentation):**
- Final Conceptual Design Document delivered to City - 6/11.

**Saturday June 16 - Council Mini-Planning Session**
Documents and other briefing materials for Council to use at the mini-planning session must be provided to the City by Wednesday June 13th. It is anticipated that if approved, Council will request the development of a timeline of events that need to be completed in order to place this project on the Fall 2012 ballot for voter approval.

Glenn to determine if/when informal council briefing will need to occur throughout the process.
Glenn may invite a Council member to be a regular participant in our Owner Coordination Meetings.

Assumption: No project rezone occurs within this scope of work: (SEPA, Planning Commission Public Meeting, Notice to residents, Planning Commission recommends to City Council, City Council Public Hearing). Work will include an analysis of possible paths with a preferred approach being identified.
REQUEST FOR QUALIFICATIONS
by the
CITY OF MERCER ISLAND, WA
for
FIRE STATION 92 DESIGN
ARCHITECTURAL AND ENGINEERING SERVICES

Overview and Purpose of Request
The Mercer Island City Council has authorized funding for the design of a new Fire Station 92. The scope of work for this Request for Qualifications (RFQ) includes an assessment of the current programs provided at Fire Station 92, an analysis of the space needs for a replacement facility, schematic design, and design development sufficient to create a detailed preliminary cost estimate. Design development also will include building exteriors, elevations and site layout to be in public presentations. This work will serve as the basis for future key decisions about final design, bidding, possible sources of construction funding and the timing of construction.

Schedule
<table>
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<tr>
<th>Task</th>
<th>Date</th>
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<tbody>
<tr>
<td>Request for Proposal Advertised</td>
<td>January 11 and 18, 2012</td>
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<tr>
<td>Deadline for RFQ Submission</td>
<td>January 27, 2012</td>
</tr>
<tr>
<td>Project Award</td>
<td>Late February, 2012</td>
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<tr>
<td>Completion of Work</td>
<td>Late May, 2012</td>
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<tr>
<td>City Council Presentation</td>
<td>June, 2012</td>
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Submissions
Qualifications must be submitted addressing the criteria outlined below. A total of four (4) copies of Qualifications must be submitted to:

Assistant City Manager Glenn Boettcher
Mercer Island City Hall
9611 SE 36th St.
Mercer Island, WA 98040

Qualifications will be accepted no later than 3:00 p.m. (PST), on Friday, January 27, 2012. Place the copies in a sealed envelope marked with “Request for Qualifications – Fire Station 92 Design.”

For more information contact:
Assistant City Manager Glenn Boettcher
Phone: (206) 275-7802
Email: glenn.boettcher@mercergov.org
Qualifications
Submissions should include information that demonstrates clear, concise ideas and relates directly to this project. The successful consultant must have the ability to create a design that fulfills project goals, work with variety of stakeholders and effectively address their interests, and meet project deadlines.

Expertise required includes:

- A strong background in fire station space planning and facility design, and success in designing facilities that are completed within budget.
- The ability to foresee and effectively address potential issues and concerns.
- Creativity in layout and design.
- Site development in coordination with City codes, neighborhood character, and Fire Department needs.
- Roadway and utility coordination.
- Public involvement.

Submissions should also include:

- A statement of proposed project approach, including possible design concepts, challenges and issues of concern.
- The roles and qualifications of key project team members, both in-house and sub-consultants. Indentify the project lead and that person’s availability. Describe coordination and relationships with sub-consultants.
- Examples of similar projects done by the project team, including references and contact information.
- Examples of recent work that demonstrates the expertise of team members in designing facilities that achieve LEED certification.
- The proposed project schedule and budget. The City will negotiate the final schedule and budget with the successful firm based on funding available for the project.
- A public involvement plan that anticipates informing the community about the services provided by Mercer Island’s Fire Department, the role of Station 92 in service delivery, and contemporary fire station design.
Assumptions
The following should be considered:

- The City Council has determined that the current Station 92 will be the site of a fire station for the foreseeable future.
- It is assumed that this facility will be staffed by 3 firefighters 24/7 for the foreseeable future.
- It is assumed that there will be a need for 4 dorm rooms.
- It is assumed that there will be a need to house three specific fire apparatus at this station (an aid unit, a full size fire engine, and a small fire engine “midi”).
- It is assumed that we will continue to conduct city fire extinguisher maintenance and management from Station 92.
- It is assumed that there will be no training tower or training grounds.
- The City recognizes that the current residential zoning of the site is an issue that needs to be addressed.

General Comments
Any costs incurred by respondents in preparing or submitting an RFP for the study shall be the respondent’s sole responsibility.

All responses, inquiries, correspondence, and/or final reports related to the study will become the property of the City of Mercer Island when received.

The City of Mercer Island reserves the right to refuse any and all RFQ’s received.

Insurance Requirements
A. Consultant agrees to carry as a minimum, the following insurance, in such form and with such carriers who have a current A.M. Best rating of not less than A:VII or other industry rating which is satisfactory to the City:

1. Workers’ compensation and employer’s liability insurance in amounts sufficient pursuant to the laws of the State of Washington;

2. Commercial general liability insurance shall be written on Insurance Services Office (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 additional insured under the Consultant’s Commercial General Liability insurance policy with respect to the work performed for the City. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

3. 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, with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

4. Professional liability insurance appropriate to the Consultant’s profession with limits of no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

B. The insurance policies for Commercial General Liability and Automobile Liability shall contain the following endorsements or provisions:

1. The Consultant’s insurance coverage 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 Consultant’s insurance and shall not contribute with it.

2. The Consultant’s insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including without limitation the additional insured endorsement evidencing the insurance requirement of the Consultant before commencement of the Services. Consultant’s failure to maintain such insurance policies shall be grounds for the City’s immediate termination of this Agreement.

Background and Station 92 Historical Timeline
The City of Mercer Island Fire Department currently delivers fire, special rescue, and emergency medical services from two fire stations.

Fire Station 92 was originally constructed in 1962. At that time staffing was provided utilizing a volunteer firefighting force. The original facility did not have dorm accommodations and a limited kitchen facility. Station 92 was subsequently staffed with fulltime personnel in 1980 with no modifications to the original facility. In 1984, as part of a Fire Department Apparatus Bond issue, Fire Station 92 was modified with the addition of a dorm and restroom area on the east side of the existing structure. A slight extension of the apparatus bay to the south side was also included. No other major modifications have been made on the facility since 1984.

In 1991, architectural firm Frank Lawhead and Associates was hired to conduct a programmatic and structural analysis of Fire Stations 91 & 92. A number of significant deficiencies were noted.
relative to Station 92. Over time some of the mechanical deficiencies have been addressed and mitigated.

In 2005, Earthquake Engineering Research Institute (EERI) in conjunction with Washington State’s Military Department of Emergency Management produced a report on the effects of a modeled magnitude 6.7 earthquake occurring on the Seattle Fault line. The study concluded that the region’s infrastructure, specifically including fire stations, would not perform well in a seismic event due to the age of most fire stations.

In 2009, the Fire Department contracted with TCA Architects to conduct an analysis of the current site of Station 92. The assessment included a recommendation with regards to rebuilding or remodeling; an assessment of the current site and zoning; an assessment of seismic concerns; and an update of the structural and mechanical status of the facility. TCA presented their report to the Mercer Island City Council in November, 2009.

**Fire Station Operation**
The Mercer Island Fire Department currently operates out of two fire stations. Fire Station 91 is located in the Town Center and Fire Station 92 is located at the south end of Mercer Island, adjacent to the south-end business district.

Fire Station 92 is staffed 24/7 with three firefighters. Firefighters work a 48 hour shift. There are three Fire Department vehicles housed at this station. Additionally a trailer that carries a large mobile generator is temporarily stored at this site.

Shift change occurs at 0800 every 48 hours. During this period there is a need to facilitate the movement of up to six private vehicles.

Over its life, the building has received one major addition, some minor system upgrades, and structural repairs to keep pace with the functional/operational requirements. With the increase in call volume and service requests, combined with a heightened concern regarding the structural stability, two independent facility assessments, it is believed that there is a need to replace this facility.

Services currently delivered from Fire Station 92 include response to fire incidents, response to emergency medical incidents, response to rescue incidents, annual company fire inspections, public services such as blood pressures, public education, limited code enforcement services, administrative support and program management work, and City fire extinguisher maintenance.

**Fire Station 92 Assets**
Station 92 is staffed with one Lieutenant and two firefighters; personnel are cross-staffed between fire, emergency medical, and rescue equipment.
Station 92 equipment includes one Type 1 (maxi-pumper) fire engine, one medical (BLS) unit, one Type 3 (midi-pumper) fire engine, fire extinguisher maintenance equipment, an exterior generator, physical fitness equipment and a workout room, and UHF radio repeaters.

Statistical Information
- Mercer Island is 6.2 square miles in size.
- Station 92 is the primary station for approximately 3.1 square miles.
- Mercer Island population is approximately 22,500.
- Mercer Island Fire Department (MIFD) responds to approximately 2300 incidents per year. Approximately 70% of the requests for service are medical in nature.
- MIFD is part of King County Zone 1.
- MIFD receives dispatching services from NORCOM.
- MIFD complies with National Fire Incident Reporting System (NFIRS) requirements and the statistics are submitted monthly and quarterly.
- MIFD is rated a class 5 by WSRB, a CUP review was completed in 2004 with no change to rating.

Mission Statement
The mission of the Mercer Island Fire Department is to contribute to Mercer Island’s reputation as a safe, friendly, economically thriving community in which to live, work, learn, play and visit. The Fire Department achieves this mission by providing the highest quality local and regional fire prevention, suppression, emergency medical services, rescue disaster preparedness and community education services possible within the resources provided to us. The Fire Department employees are professional, compassionate, highly trained, and committed to state of the art technology to provide services that meet or exceed the expectations of the community.