



## -PUBLIC NOTICE-

### CITY COUNCIL WORKSHOP

The Carnation City Council will hold a Special Meeting on Tuesday, October 13, 2020, beginning at 4:30 PM to consider the following topics:

- **A Motion** authorizing the City Manager to execute a Letter of Agreement with Hummel Architects in an amount not to exceed \$18,500 to prepare conceptual design schematics and preliminary cost estimates for a new City Hall.
- Other.

This City Council meeting will take place online. Members of the public are invited to observe or listen to the meeting online or by phone by using the links or phone numbers below.

**DATE: .....TUESDAY, OCTOBER 13, 2020**

**TIME:..... 4:30 PM**

**LOCATION: .....HELD REMOTELY ON MICROSOFT TEAMS**

<https://bit.ly/201013sm> (direct link)

*or visit*

<https://www.carnationwa.gov/ccagendas>

*or call*

(509) 724-0556 or (833) 827-2625 (Toll-Free)

Conference ID: 685 103 342#

*For inquires and/or assistance regarding how to use the City's online meeting format please visit <https://www.carnationwa.gov/teams>, email [clerk@carnationwa.gov](mailto:clerk@carnationwa.gov), or call (425) 549-0403.*

## PROPOSAL FOR ARCHITECTURAL SERVICES

October 8, 2020



440 Virginia Street  
Seattle, Washington, U. S. A.  
98101-1018

13942 Toad Holler PI NE  
Bainbridge Island, WA, U.S.A.  
98110

Mr. Bob Jean, Interim City Manager  
City of Carnation  
4621 Tolt Ave.  
Carnation, Washington 98014  
Main: 425 333 4192  
Cell: 253 205 7847  
Email: bob.jean@carnationwa.gov

Re: City Hall Study

Dear Mr. Jean

It was a pleasure to meet you yesterday and discuss this project...very exciting!

This Letter of Agreement addresses the estimated scope of work discussed in our meeting yesterday.

### PROJECT DESCRIPTION

Development of Concept/Schematic design for a New Carnation City Hall in plan and SketchUp model form and including a preliminary cost estimate for pursuit of project funds through various State and Federal sources. The Design is to consider the need for the building to be an Essential Building as well as considerations for LEED and WELL certification.

### SCOPE OF SERVICE

Hummel Architects, pc will provide the following limited scope of architectural services:

- Review/analysis of information materials provided by you the Client including spacial requirements. In addition, research on the site including potential existing drawings of the Site from previous explorations with Jesse Zeigler and the City.
- Review of Zoning and Building codes
- 
- Development of concept plans, elevations and/or Sketchup Model of up to three alternatives.
- Outline of project phasing to permitting
- List of potential Consultants as required for permitting

TEL. 206.728.2067  
CELL. 206.550.6070

Jeffrey@hummelarchitects.com

- Submittal of Tenant Improvement documents for code compliance and life safety and permitting through Seattle Department of Construction and Inspections (SDCI).
- Delivery of design documents to you for preliminary review prior to final issuance and associated revisions

***Estimated Schedule***

Hummel Architects, pc estimates completion of the described work as follows:

<u>Task</u>	<u>Target Date</u>
Concept/Schematic Design	By end of October

**Compensation**

Hummel Architects, pc will proceed with the Project as outlined herein for an architectural fee as follows:

**Fixed Fee of 100.00 hrs @ \$185/hr = \$18,500**

This fee *does not* include any Reimbursable Expenses or Consultants as identified in Terms of Agreement below.

Our schedule will be something we will monitor closely with you and we will inform you of any unanticipated tasks that threaten the schedule.

Work will commence upon receiving a signed copy of this Letter of Agreement as soon as is practical to achieve the enclosed schedule. We understand that the City will require the use of their Contract for Services. Please forward that at your earliest convenience.

**TERMS OF AGREEMENT FOR ARCHITECTURAL SERVICES**

***Billings:***

Billings (Fees plus Reimbursable Expenses) are sent on the 1<sup>st</sup> of the Month and are due upon receipt. Amounts due will be considered past due after 15 days from the invoice date. Interest at 1.5% per month will be charged on past due amounts. Work may be stopped and drawings withheld if the Client fails to remit payment within 30 days of billing. Should this occur, Hummel Architects cannot be deemed in breach of contract or liable for damages that may result. Any fees or costs incurred as a result of stopping work or of restarting work upon resolution of the delinquent account shall be paid by the Client. The Client shall pay attorney's fees and any other costs incurred in collecting delinquent accounts.

***Reimbursable Expenses:***

Our fees do not include standard reimbursable expenses related to the project costs to perform the work. These are billed at 1.2 x costs. Fees of consultants are billed at 1.2 x cost of their billing to us. Travel to and from the site is billed at \$0.60 per mile.

***Additional Services:***

Additional Services will be considered all services outside of the Scope of Work outlined in this letter or so designated by this letter and will be charged at the hourly rate outlined below:

**Standard Rate Schedule:**

Principal - Jeffrey Hummel \$185/hr.

Staff Architect - Level One – Joseph Woods \$145/hr.

This rate schedule is subject to adjustment on a yearly basis of 4%-8%.

The Client will be notified and approval requested prior to performing the work if additional services are necessary. Additional services will be itemized on each invoice and will be due upon receipt.

Typical additional service items include but are not limited to:

1. Changes in the scope of the project or services including major revisions to the design at variance with previous approvals or instructions.
2. All marketing materials requested by the Client and/or Owner other than provided per this Scope of Service

***Dispute Resolution:***

Disputes between Hummel Architects, pc and the Client arising out of or relating to the subject project shall be litigated in King County, Washington Superior Court. The prevailing party shall be awarded its reasonable attorney's fees and costs, including expert witness fees. Nothing stated herein shall preclude subsequent written agreement between Hummel Architects and the Client wherein the parties agree to submit any dispute to binding or non-binding arbitration or mediation.

***Force Majeure:***

Neither party shall be liable for its failure to perform any of its obligations hereunder during any period in which performance is delayed by fire, flood, earthquake, weather disturbances, volcanic disturbances, sustained electrical power or internet access outages, war, embargo, riot, acts of terrorism, threats of terrorism, pestilence, outbreaks, medical epidemics, personal medical emergency, family crisis, or an unforeseeable intervention or act of any government authority that causes complete business interruption ("Force Majeure"), provided that the party suffering such delay did not cause such Force Majeure event; immediately notifies the other party of the delay, and uses all commercially reasonable efforts to mitigate its effects, including developing an immediate action plan to continue performance of its obligations under this Agreement. If Client's performance is delayed for reasons set forth above for a cumulative period of fourteen (14) days or more, Client may, at any time thereafter (notwithstanding the provisions of *Termination of Services*), terminate this Agreement and/or any Scope of Work issued hereunder by notice to Hummel Architects, pc. In the event of such termination, Client's sole liability hereunder shall be for the payment to Hummel Architects, pc of any balance due and owing for Services performed and Deliverables delivered by Hummel Architects, pc and accepted by Client. In the event the parties do not terminate this Agreement and/or Scope of Services due to a Force Majeure, the time for performance or cure will

be extended for a period equal to the duration of the Force Majeure or for any length of time the parties may otherwise so agree authority.

***Assignment:***

Neither party may assign or transfer any of their rights or delegate any of their obligations under this Agreement, in whole or in part without express prior written consent of either party. Any attempted assignment, transfer or delegation without such consent, will be void.

***Termination:***

This Agreement may be terminated by either party upon seven (7) days written notice (not via email) should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

***Ownership of Documents:***

Drawings, specifications, models and data on any form of electronic media prepared by Hummel Architects, pc are termed Instruments of Service and shall be considered property of Hummel Architects, pc. The Client and Owner shall hold harmless, defend and indemnify Hummel Architects, pc against all losses, damages, and costs arising out of any misuse of documents or data by the Client, Owner or his agents. Hummel Architects, pc can provide a limited use license for materials upon request and appropriate compensation to be determined.

***Photography and Marketing***

The Client agrees to allow the Architect and/or his agents to photograph, publish and use images of the project in marketing materials for Hummel Architects, pc. The Architect retains ownership of these photos and marketing materials unless otherwise agreed upon by the Client and Architect in writing.

***Service Conditions:***

Our services will be performed within the limits of this agreement and in accordance with the governing codes and regulations with the reasonable competence of the architectural profession. No other warranty or representation, either expressed or implied, is included or intended in our proposals, contracts, plans and specifications, reports or data.

***Risk Allocation/Limitation of Liability:***

The Client agrees that to the fullest extent permitted by law, design professional's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes shall not exceed the estimated fees contained in this letter. Such causes include but are not limited to design professional's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

**Summary**

Again, the work can begin upon receipt of a signed copy of this letter. If this letter does not meet with your approval for any reason, please notify me and we will discuss the changes required.

All of us at Hummel Architects, pc look forward to working with you on this exciting project!

With kindest regards,



Jeffrey J. Hummel, President/Principal Architect NCARB  
Hummel Architects, pc

\_\_\_\_\_  
Signature Title Date

Authorized to proceed with work by:  
Mr. Bob Jean, Interim City Manager, City of Carnation

\_\_\_\_\_  
Signature Title Date