

# Request for Qualifications

Architectural/Engineering Services  
Design Documents and Construction Administration Services  
**Project No. 25578**

## **I. Background**

Thurston County is preparing to expand the existing ten bed Mental Health Triage/Involuntary Care Facility, in a County-owned building, adding six long-term care involuntary beds. The building is located at 3285 Ferguson Street SW, Tumwater, Washington, and was constructed approximately 21 years ago. The Mental Health Triage/Involuntary Care Facility provides short-term involuntary treatment care for people with mental illness who are committed to treatment under the involuntary treatment act. The expansion will add six new beds for involuntary long-term care, blended into the existing facility, utilizing existing service supports.

## **II. Project Goal**

The County requires the most cost-efficient and cost-effective facilities possible that meet all statute requirements and hold the safety of clients and personnel as a priority. The Total Project Budget for planning, design and construction is estimated at, and cannot exceed, \$1,500,000.

## **III. Project Approach**

The Consultant will work with designated representative(s) of the Departments/Agencies affected by the Project, other stakeholders and Central Services staff in the development and implementation of the Scope of Services noted below. The Design will be accomplished with the strong engagement of the above-noted County team.

## **IV. Scope of Work**

The firm selected will, under the direction of Thurston County Central Services, complete the following activities:

### Planning, Design Services and Construction Administration:

- Provide design services and construction documents that assess and address the space needs and the specialized mental health functions to merge the new six long-term beds with the existing ten short-term beds.
- Blending of the two units will also include redesign of the Involuntary Treatment Act (ITA) court room and an outdoor “recreation” area.
- The facility will need to meet all applicable Washington State Department of Health licensing requirements for a residential treatment facility/involuntary care facility, DOH Construction Review Services requirements, local permitting and Washington State Health Care Administration certification for an evaluation and treatment facility,

Cost Estimates:

Provide cost estimates for the proposed facility as part of every design phase.

**V. Selection Process**

Proposals will be reviewed by a team of County staff and, based on the criteria detailed in Section VI of this RFQ, semi-finalists will be selected for interview. The successful candidate will be selected from this interview process.

**VI. Evaluation Criteria**

In determining the most responsive applicant, and in evaluating applicants selected for interview, the following elements will be given consideration:

- Qualifications and experience by all members of the design team in the design, retrofit, and conversion of existing office buildings to provide specialized mental health and correctional services.
- Ability to work in a high quality, credible fashion within the time and cost constraints.
- Quality of performance on previous contracts or services as evidenced by references.
- Ability and commitment to a tightly controlled project budget.
- Ability and commitment to listen to, and work responsively with, various County officials and a wide range of staff who may not always agree with each other.
- Ability to work with staff operating the physical plant.
- History of litigation and change orders driven by the design team.
- Quality of the proposal and/or presentation.
- Convenient County and project staff phone and personal access to the architectural-engineering consultants.
- Ability and prior experience to address specific requirements for RTF construction per CRS and DOH.

**VII. Information Requested**

Please include the following information in your response:

- A. A brief description of the firm's background and qualifications, including:
1. A brief statement of interest, stating why your firm should be considered for this project -- no longer than four pages.
  2. Factual summary information on federal forms SF 330 for architect and all sub-consultants.
- B. Names and qualifications of principals and all other personnel who would work directly on the project. Include projects for which those personnel were responsible and indicate the roles and approximate percentage of time each would be involved in this project. Identify who would be designated as the on-site director of the project.

C. For the last four similar projects addressing residential treatment facilities worked on by your firm, please list:

- Owner
- Owner's Representative and telephone number
- Owner's original budget for the project and its final actual cost as built
- Your firm's responsibility on the project
- Define how the project is similar to this proposed project.

D. Cost estimate history of recent similar projects worked on by your firm as compared to actual bid results (2014 to present). Include the name of the project, estimated base bid and selected contractor's base bid.

### **VIII. Submission of Qualifications**

A. By no later than 4:00 p.m. PDT on Friday, January 15, 2021, submit five (5) copies of requested information to:

RFQ for Mental Health Triage/Involuntary Care Facility  
Attn: Cody Fortman, Procurement & Contracting Specialist I  
Thurston County Central Services  
2000 Lakeridge Drive SW, B 1, Basement, Room 041  
Olympia, WA 98502-6045

B. No information other than that set forth in this document and its attachments will be available prior to submitting responses.

C. Responses received after the deadline will be returned to sender, unopened. Oral, faxed or e-mailed responses will not be accepted.

### **IX. Approximate Schedule and Process**

	<b>Target Date(s)</b>
Advertisement of RFQ	December 22, 2020
Proposals received no later than 4:00 p.m. PDT	January 15, 2021
Team Review of All Proposals	January 22, 2021
Interviews of Selected Finalists	February 1, 2021
Selection of Finalist	February 8, 2021
Negotiate Contract	February 16-19, 2021
Execute Contract	February 22, 2021
Start of project design	February 23, 2021
Submit to CRS	June 1, 2021
Submit for permitting	July 1, 2021
Closeout of construction	December 31, 2022

\*Interview Note: The County will need to interview those who will actually be working on the project. The County expects your interview team to reflect the firm's proposed project team, both in terms of membership and relative role and participation in the interview.

**X. Cost of Qualifications Presentation**

Cost incurred in preparing and presenting the qualifications or included in any other manner by the architectural firm in responding to this RFQ may not be charged to Thurston County.

**XI. Fee, Contract and Negotiation**

Thurston County intends to negotiate a fee for the provision of consulting services with the firm selected, pursuant to RCW 39.80. It is Thurston County's intent to establish a fixed limit for the cost of services on this project.

Thurston County will require the selected Firm to sign a Professional Services Contract for services rendered under this project. Incorporated by reference into the contract will be; (a) all of the information presented in or with the RFQ, and the Firms response, and; (b) all written communication between the County and the selected Firm; (c) the Special Projects Procedures Manual for Design and Construction .

Negotiation will begin with the Firm scoring the highest combination total based on the criteria detailed in Section VI of the RFQ and the oral interviews. If successful contract negotiations are not achieved within ten (10) days after notification, the County shall proceed to negotiate with the firm scoring the second highest combined total.

**XII. Nondiscrimination**

Thurston County hereby notifies all proposers that it will affirmatively ensure that all will be afforded full opportunity to submit qualification proposals in response to this Request for Qualifications and will not be discriminated against because of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran or military status, sexual orientation or the presence of any disability. Implementation of this policy shall be consistent with RCW 49.60.400.

**XIII. Release Authorization for Reference Check**

Submit the "Release Authorization for Reference Check" with your Proposal. The statement must be signed by an authorized representative of the firm.

**XIV. Procedures When Only One Proposal Is Received**

In the event only a single responsive proposal is received, the County reserves the right to conduct an analysis of all evaluation criteria submitted in such proposal. The sole Proposer shall provide such information, data and other documentation as deemed necessary for such analysis. The County reserves the right to reject such proposal.

**XV. Cancellation or Rejection of Proposals**

The Board of County Commissioners retains the right to reject any or all proposals for good cause and in particular to reject a proposal not accompanied by any data required by this Request for Qualifications or a proposal in any way materially incomplete or irregular. In the event of a cancellation of a competitive solicitation or if all proposals are rejected, all Consultants will be notified by the County via mail, facsimile or electronic means.

**XVI. Withdrawal or Modification**

The Consultant has no right to withdraw or modify the proposal for any reason whatsoever after the time set for the opening thereof, unless the award of the Contract is delayed for a period exceeding forty-five (45) calendar days from the time set for opening of the proposals.

**XVII. Award**

A contract will be awarded to the responsive and responsible Firm whose proposal is the most advantageous to the County, taking into consideration the listed criteria. It is the sole responsibility of the County to award or not to award a contract.

(Continued on the next page)

PLEASE COMPLETE AND INCLUDE WITH YOUR PROPOSAL:

**NAMES AND TELEPHONE NUMBERS OF THREE PROFESSIONAL REFERENCES:**

Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Telephone: (\_\_\_\_) \_\_\_\_\_

Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Telephone: (\_\_\_\_) \_\_\_\_\_

Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Telephone: (\_\_\_\_) \_\_\_\_\_

Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Telephone: (\_\_\_\_) \_\_\_\_\_

**RELEASE AUTHORIZATION FOR REFERENCE CHECK**

By signing below, the responder to this RFQ authorizes past clients to supply any information requested by Thurston County within the scope of this Request for Qualification. Further, the Proposer authorizes the release of such information upon furnishing of a copy of this release in lieu of the original to each reference.

Firm Name: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Typed Name and Title: \_\_\_\_\_

# ARCHITECT-ENGINEER QUALIFICATIONS

OMB Control Number: 9000-0157  
Expiration Date: 12/31/2020

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0157. We estimate that it will take 29 hours (25 hours for part 1 and 4 hours for Part 2) to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

## PURPOSE

Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by 40 U.S.C. chapter 11, Selection of Architects Engineers, and Part 36 of the Federal Acquisition Regulation (FAR).

The Selection of Architects and Engineers statute requires the public announcement of requirements for A-E services (with some exceptions provided by other statutes), and the selection of at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references.

## GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

Part II presents the general qualifications of a firm or a specific branch office of a firm. Part II has two uses:

1. An A-E firm may submit Part II to the appropriate central, regional or local office of each Federal agency to be kept on file. A public announcement is not required for certain contracts, and agencies may use Part II as a basis for selecting at least three of the most highly qualified firms for discussions prior to requesting submission of Part I. Firms are encouraged to update Part II on file with agency offices, as appropriate, according to FAR Part 36. If a firm has branch offices, submit a separate Part II for each branch office seeking work.

2. Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. If a firm has branch offices, submit a separate Part II for each branch office that has a key role on the team.

## INDIVIDUAL AGENCY INSTRUCTIONS

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this form. Be as concise as possible and provide only the information requested by the agency.

## DEFINITIONS

**Architect-Engineer Services:** Defined in FAR 2.101.

**Branch Office:** A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

**Discipline:** Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

**Firm:** Defined in FAR 36.102.

**Key Personnel:** Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

## SPECIFIC INSTRUCTIONS

### Part I - Contract-Specific Qualifications

#### Section A. Contract Information.

1. Title and Location. Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.

2. Public Notice Date. Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.

3. Solicitation or Project Number. Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

#### Section B. Architect-Engineer Point of Contact.

4-8. Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address. Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.



## Section C. Proposed Team.

### 9-11. Firm Name, Address, and Role in This Contract.

Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)"). Attach an additional sheet in the same format as Section C if needed.

## Section D. Organizational Chart of Proposed Team.

As an attachment after Section C, present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section E and the firm they are associated with as listed in Section C.

## Section E. Resumes of Key Personnel Proposed for this Contract.

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime contractor or joint venture partner firms first. The following blocks must be completed for each resume:

12. Name. Self-explanatory.

13. Role in this contract. Self-explanatory.

14. Years Experience. Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).

15. Firm Name and Location. Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.

16. Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.

17. Current Professional Registration. Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia according to FAR Part 36.

18. Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.

19. Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Use the check box provided to indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description and Specific Role (block (3)).

## Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for this Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section F for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. Example Project Key Number. Start with "1" for the first project and number consecutively.

21. Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.

22. Year Completed. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to this Contract (block 24).

23a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

23b. Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.

23c. Point of Contact Telephone Number. Self-explanatory.

24. Brief Description of Project and Relevance to this Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.

25. Firms from Section C Involved with this Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

**Section G. Key Personnel Participation in Example Projects.**

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F. Complete the following blocks (see example below).

26. and 27. Names of Key Personnel and Role in this Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

28. Example Projects Listed in Section F. In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

29. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section F.

**Section H. Additional Information.**

30. Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

**Section I. Authorized Representative.**

31. and 32. Signature of Authorized Representative and Date. An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. Name and Title. Self-explanatory.

**SAMPLE ENTRIES FOR SECTION G (MATRIX)**

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below first, before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Jane A. Smith	Chief Architect	X		X							
Joseph B. Williams	Chief Mechanical Engineer	X	X	X	X						
Tara C. Donovan	Chief Electrical Engineer	X	X		X						

**29. EXAMPLE PROJECTS KEY**

NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)	NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)
1	Federal Courthouse, Denver, CO	6	XYZ Corporation Headquarters, Boston, MA
2	Justin J. Wilson Federal Building, Baton Rouge, LA	7	Founder's Museum, Newport, RI

## Part II - General Qualifications

See the "**General Instructions**" on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

1. Solicitation Number. If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. Firm (or Branch Office) Name and Address. Self-explanatory.

3. Year Established. Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. Unique Entity Identifier. Insert the unique entity identifier issued by the entity designated at SAM. See FAR part 4.6.

5. Ownership.

a. Type. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. Small Business Status. Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. Point of Contact. Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. Name of Firm. Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. Former Firm Names. Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective and the associated unique entity identifier. This information is used to review past performance on Federal contracts.

9. Employees by Discipline. Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. Profile of Firm's Experience and Annual Average Revenue for Last 5 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.

11. Annual Average Professional Services Revenues of Firm for Last 3 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total. If the firm has been in existence for less than 3 years, see the definition for "Annual Receipts" under FAR 19.101.

12. Authorized Representative. An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

List of Disciplines (*Function Codes*)

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<b>Code</b>	<b>Description</b>	<b>Code</b>	<b>Description</b>
01	Acoustical Engineer	32	Hydraulic Engineer
02	Administrative	33	Hydrographic Surveyor
03	Aerial Photographer	34	Hydrologist
04	Aeronautical Engineer	35	Industrial Engineer
05	Archeologist	36	Industrial Hygienist
06	Architect	37	Interior Designer
07	Biologist	38	Land Surveyor
08	CADD Technician	39	Landscape Architect
09	Cartographer	40	Materials Engineer
10	Chemical Engineer	41	Materials Handling Engineer
11	Chemist	42	Mechanical Engineer
12	Civil Engineer	43	Mining Engineer
13	Communications Engineer	44	Oceanographer
14	Computer Programmer	45	Photo Interpreter
15	Construction Inspector	46	Photogrammetrist
16	Construction Manager	47	Planner: Urban/Regional
17	Corrosion Engineer	48	Project Manager
18	Cost Engineer/Estimator	49	Remote Sensing Specialist
19	Ecologist	50	Risk Assessor
20	Economist	51	Safety/Occupational Health Engineer
21	Electrical Engineer	52	Sanitary Engineer
22	Electronics Engineer	53	Scheduler
23	Environmental Engineer	54	Security Specialist
24	Environmental Scientist	55	Soils Engineer
25	Fire Protection Engineer	56	Specifications Writer
26	Forensic Engineer	57	Structural Engineer
27	Foundation/Geotechnical Engineer	58	Technician/Analyst
28	Geodetic Surveyor	59	Toxicologist
29	Geographic Information System Specialist	60	Transportation Engineer
30	Geologist	61	Value Engineer
31	Health Facility Planner	62	Water Resources Engineer

List of Experience Categories (*Profile Codes*)

Code	Description	Code	Description
A01	Acoustics, Noise Abatement	E01	Ecological & Archeological Investigations
A02	Aerial Photography; Airborne Data and Imagery Collection and Analysis	E02	Educational Facilities; Classrooms
A03	Agricultural Development; Grain Storage; Farm Mechanization	E03	Electrical Studies and Design
A04	Air Pollution Control	E04	Electronics
A05	Airports; Nav aids; Airport Lighting; Aircraft Fueling	E05	Elevators; Escalators; People-Movers
A06	Airports; Terminals and Hangars; Freight Handling	E06	Embassies and Chanceries
A07	Arctic Facilities	E07	Energy Conservation; New Energy Sources
A08	Animal Facilities	E08	Engineering Economics
A09	Anti-Terrorism/Force Protection	E09	Environmental Impact Studies, Assessments or Statements
A10	Asbestos Abatement	E10	Environmental and Natural Resource Mapping
A11	Auditoriums & Theaters	E11	Environmental Planning
A12	Automation; Controls; Instrumentation	E12	Environmental Remediation
B01	Barracks; Dormitories	E13	Environmental Testing and Analysis
B02	Bridges	F01	Fallout Shelters; Blast-Resistant Design
C01	Cartography	F02	Field Houses; Gyms; Stadiums
C02	Cemeteries ( <i>Planning &amp; Relocation</i> )	F03	Fire Protection
C03	Charting: Nautical and Aeronautical	F04	Fisheries; Fish ladders
C04	Chemical Processing & Storage	F05	Forensic Engineering
C05	Child Care/Development Facilities	F06	Forestry & Forest products
C06	Churches; Chapels	G01	Garages; Vehicle Maintenance Facilities; Parking Decks
C07	Coastal Engineering	G02	Gas Systems (Propane; Natural, Etc.)
C08	Codes; Standards; Ordinances	G03	Geodetic Surveying: Ground and Air-borne
C09	Cold Storage; Refrigeration and Fast Freeze	G04	Geographic Information System Services: Development, Analysis, and Data Collection
C10	Commercial Building ( <i>low rise</i> ) ; Shopping Centers	G05	Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting
C11	Community Facilities	G06	Graphic Design
C12	Communications Systems; TV; Microwave	H01	Harbors; Jetties; Piers, Ship Terminal Facilities
C13	Computer Facilities; Computer Service	H02	Hazardous Materials Handling and Storage
C14	Conservation and Resource Management	H03	Hazardous, Toxic, Radioactive Waste Remediation
C15	Construction Management	H04	Heating; Ventilating; Air Conditioning
C16	Construction Surveying	H05	Health Systems Planning
C17	Corrosion Control; Cathodic Protection; Electrolysis	H06	Highrise; Air-Rights-Type Buildings
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting	H07	Highways; Streets; Airfield Paving; Parking Lots
C19	Cryogenic Facilities	H08	Historical Preservation
D01	Dams ( <i>Concrete; Arch</i> )	H09	Hospital & Medical Facilities
D02	Dams ( <i>Earth; Rock</i> ); Dikes; Levees	H10	Hotels; Motels
D03	Desalination ( <i>Process &amp; Facilities</i> )	H11	Housing ( <i>Residential, Multi-Family; Apartments; Condominiums</i> )
D04	Design-Build - Preparation of Requests for Proposals	H12	Hydraulics & Pneumatics
D05	Digital Elevation and Terrain Model Development	H13	Hydrographic Surveying
D06	Digital Orthophotography		
D07	Dining Halls; Clubs; Restaurants		
D08	Dredging Studies and Design		

List of Experience Categories (*Profile Codes continued*)

<b>Code</b>	<b>Description</b>	<b>Code</b>	<b>Description</b>
I01	Industrial Buildings; Manufacturing Plants	P09	Product, Machine Equipment Design
I02	Industrial Processes; Quality Control	P10	Pneumatic Structures, Air-Support Buildings
I03	Industrial Waste Treatment	P11	Postal Facilities
I04	Intelligent Transportation Systems	P12	Power Generation, Transmission, Distribution
I05	Interior Design; Space Planning	P13	Public Safety Facilities
I06	Irrigation; Drainage	R01	Radar; Sonar; Radio & Radar Telescopes
J01	Judicial and Courtroom Facilities	R02	Radio Frequency Systems & Shieldings
L01	Laboratories; Medical Research Facilities	R03	Railroad; Rapid Transit
L02	Land Surveying	R04	Recreation Facilities (Parks, Marinas, Etc.)
L03	Landscape Architecture	R05	Refrigeration Plants/Systems
L04	Libraries; Museums; Galleries	R06	Rehabilitation (Buildings; Structures; Facilities)
L05	Lighting (Interior; Display; Theater, Etc.)	R07	Remote Sensing
L06	Lighting (Exteriors; Streets; Memorials; Athletic Fields, Etc.)	R08	Research Facilities
M01	Mapping Location/Addressing Systems	R09	Resources Recovery; Recycling
M02	Materials Handling Systems; Conveyors; Sorters	R10	Risk Analysis
M03	Metallurgy	R11	Rivers; Canals; Waterways; Flood Control
M04	Microclimatology; Tropical Engineering	R12	Roofing
M05	Military Design Standards	S01	Safety Engineering; Accident Studies; OSHA Studies
M06	Mining & Mineralogy	S02	Security Systems; Intruder & Smoke Detection
M07	Missile Facilities (Silos; Fuels; Transport)	S03	Seismic Designs & Studies
M08	Modular Systems Design; Pre-Fabricated Structures or Components	S04	Sewage Collection, Treatment and Disposal
N01	Naval Architecture; Off-Shore Platforms	S05	Soils & Geologic Studies; Foundations
N02	Navigation Structures; Locks	S06	Solar Energy Utilization
N03	Nuclear Facilities; Nuclear Shielding	S07	Solid Wastes; Incineration; Landfill
O01	Office Buildings; Industrial Parks	S08	Special Environments; Clean Rooms, Etc.
O02	Oceanographic Engineering	S09	Structural Design; Special Structures
O03	Ordnance; Munitions; Special Weapons	S10	Surveying; Platting; Mapping; Flood Plain Studies
P01	Petroleum Exploration; Refining	S11	Sustainable Design
P02	Petroleum and Fuel (Storage and Distribution)	S12	Swimming Pools
P03	Photogrammetry	S13	Storm Water Handling & Facilities
P04	Pipelines (Cross-Country - Liquid & Gas)	T01	Telephone Systems ( <i>Rural; Mobile; Intercom, Etc.</i> )
P05	Planning (Community, Regional, Areawide and State)	T02	Testing & Inspection Services
P06	Planning (Site, Installation, and Project)	T03	Traffic & Transportation Engineering
P07	Plumbing & Piping Design	T04	Topographic Surveying and Mapping
P08	Prisons & Correctional Facilities	T05	Towers ( <i>Self-Supporting &amp; Guyed Systems</i> )
		T06	Tunnels & Subways

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List of Experience Categories (*Profile Codes continued*)

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<b>Code</b>	<b>Description</b>
U01	Unexploded Ordnance Remediation
U02	Urban Renewals; Community Development
U03	Utilities (Gas and Steam)
V01	Value Analysis; Life-Cycle Costing
W01	Warehouses & Depots
W02	Water Resources; Hydrology; Ground Water
W03	Water Supply; Treatment and Distribution
W04	Wind Tunnels; Research/Testing Facilities Design
Z01	Zoning; Land Use Studies

# ARCHITECT - ENGINEER QUALIFICATIONS

## PART I - CONTRACT-SPECIFIC QUALIFICATIONS

### A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

2. PUBLIC NOTICE DATE

3. SOLICITATION OR PROJECT NUMBER

### B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

5. NAME OF FIRM

6. TELEPHONE NUMBER

7. FAX NUMBER

8. E-MAIL ADDRESS

### C. PROPOSED TEAM

*(Complete this section for the prime contractor and all key subcontractors.)*

	(Check)				9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V PARTNER	SUBCON-	TRACTOR			
a.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
b.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		

### D. ORGANIZATIONAL CHART OF PROPOSED TEAM

*(Attached)*

**E.**

**RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

*(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM

15. FIRM NAME AND LOCATION *(City and State)*

16. EDUCATION <i>(Degree and Specialization)</i>	17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i>
--	---

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

**19. RELEVANT PROJECTS**

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
a.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
b.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
c.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
d.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
e.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION <i>(City and State)</i>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

<b>a.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>b.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>c.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>d.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>e.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>f.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE



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**H. ADDITIONAL INFORMATION**

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30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

I.

---

**AUTHORIZED REPRESENTATIVE**  
*The foregoing is a statement of facts.*

---

31. SIGNATURE

32. DATE

33. NAME AND TITLE

---



## **SAMPLE**

### **CONTRACT FOR ARCHITECTURAL/ENGINEERING CONSULTING SERVICES** **THURSTON COUNTY/CENTRAL SERVICES DEPARTMENT**

**THIS CONTRACT** is made and entered into in duplicate originals by and between **THURSTON COUNTY**, a municipal corporation, with its principal offices at 2000 Lakeridge Drive S.W., Olympia, Washington 98502, hereinafter "**COUNTY**," and **{Consultant's name}**, a Washington corporation located at **{address of Consultant}**, hereinafter "**CONSULTANT**."

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

#### **1. DURATION OF CONTRACT**

The term of this Contract shall begin immediately upon execution by the parties on the effective date below, and shall, unless terminated or renewed as provided elsewhere in this Contract, terminate on **{date}**. The CONSULTANT shall complete all work required by this Contract no later than the termination date above. Time is of the essence in the performance of this Contract.

#### **2. SERVICES PROVIDED BY THE CONSULTANT**

The COUNTY retains the CONSULTANT to perform the following consulting services in connection with the (project name), (Project no.):

a. A detailed description of the services to be performed by the CONSULTANT is set forth in Exhibit "A," which is attached hereto and incorporated by reference. Project terms and conditions included in the Request for Qualifications and the CONSULTANT response are incorporated by reference as though set forth herein in full.

b. The CONSULTANT agrees to perform according to standard industry practice of the requested consulting services specified in this Contract.

c. The CONSULTANT agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, the COUNTY will not furnish material, labor, or facilities.

d. The CONSULTANT shall complete its work in a timely manner and in accordance with the schedule agreed to by the parties.

e. The CONSULTANT shall, from time to time, during the progress of the work, confer with the COUNTY. The CONSULTANT shall prepare and present monthly status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTY.

#### **3. SERVICES PROVIDED BY THE COUNTY**

In order to assist the CONSULTANT in fulfilling its duties under this Contract, the COUNTY shall provide the following:

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a. Relevant information as exists to assist the CONSULTANT with the performance of the CONSULTANT'S services.

b. Coordination with other County Departments or other Consultants as necessary for the performance of the CONSULTANT'S services.

c. Services, documents, or other information identified in Exhibit "A."

**4. CONTRACT REPRESENTATIVES**

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

a. For CONSULTANT:

Name of Representative: \_\_\_\_\_

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

Street Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

b. For COUNTY:

Name of Representative:

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

Street Address: Central Services Department, 2000 Lakeridge Drive SW

City, State and Zip Code: Olympia, WA 98502-6445

Telephone Number: (360) \_\_\_\_\_

E-mail address: @co.thurston.wa.us

**5. COMPENSATION**

a. Payment to the CONSULTANT for services rendered under this Contract shall be in accordance with the fee schedule set forth in Exhibit "B," which is attached hereto and incorporated by reference. These fees shall remain in effect for the term of the Contract.

b. The COUNTY's total payments to CONSULTANT shall be in the manner described below:

i. The maximum total amount payable by the COUNTY to the CONSULTANT shall not exceed \$000,000.00, unless a Contract Amendment has been negotiated and executed prior to the COUNTY incurring any costs in excess of the maximum amount payable.

OR

i. The fee for CONSULTANT's services, as further described in Exhibit "B," shall be calculated as the product of the fee percentage and the amount of Construction Contract Award, including any awarded alternates. Until a Construction Contract Award is made, an Interim Fee, to be used for making progress payments to the CONSULTANT shall be calculated as the product of the funds available for construction and the fee percentage.

c. The CONSULTANT may, in accordance with Exhibit "B," submit invoices to the COUNTY not more often than once per month during the progress of the work for partial payment of work completed to date. Invoices shall cover the time CONSULTANT performed work for the COUNTY during the billing period. The COUNTY shall pay the CONSULTANT for services rendered in the month following the actual delivery of the work and will remit payment within thirty (30) days from the date of billing.

d. The CONSULTANT shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.

e. In the event the CONSULTANT has failed to perform any substantial obligation to be performed by the CONSULTANT under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, then the COUNTY may, in its sole discretion, upon written notice to the CONSULTANT, withhold any and all monies due and payable to the CONSULTANT, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for purposes of this contract means faithfully fulfilling the terms of this contract with variances only for technical or minor omissions or defects.

f. Unless otherwise provided for in this Contract or any exhibits or attachments hereto, the CONSULTANT will not be paid for any billings or invoices presented for payment prior to the execution of this Contract or after its termination.

g. No payment shall be made for any work performed by the CONSULTANT, except for work identified and set forth in this Contract or supporting exhibits or attachments.

## **6. AMENDMENTS AND CHANGES IN WORK**

a. In the event of any errors or omissions by the CONSULTANT in the performance of any of the services required herein, the CONSULTANT shall make any and all necessary corrections without additional compensation. All work submitted by the CONSULTANT shall be certified by the CONSULTANT and checked for errors and omissions. The CONSULTANT shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

b. No amendment, modification or renewal shall be made to this Contract unless set forth in a written Contract Amendment signed by each party's designated agent, and attached to this Contract. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

## **7. HOLD HARMLESS AND INDEMNIFICATION**

a. The CONSULTANT shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including, but not limited to, costs and attorney's fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the performance of the services rendered under this contract by the Consultant, its employees, agents, or subcontractors or anyone for whose acts any of them may be liable. PROVIDED HOWEVER, that the CONSULTANT'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents. PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, the CONSULTANT'S obligations hereunder shall apply only to the percentage of fault attributable to the CONSULTANT, its employees, agents, or subcontractors.

b. In any and all claims against the County, its officers, officials, employees and agents by any employee of the Consultant, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Consultant or subcontractor under Worker's Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Consultant expressly waives any immunity the Consultant might have had under such laws. By executing the Contract, the Consultant acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONSULTANT makes with any subcontractor or agent performing work hereunder.

c. The CONSULTANT'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONSULTANT, the

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CONSULTANT'S employees, agents or subcontractors.

## 8. **INSURANCE**

a. **Professional Legal Liability:** The CONSULTANT shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the CONSULTANT'S profession. The policy shall be written subject to limits of not less than \_\_\_\_\_per loss.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the CONSULTANT'S services defined in this Contract. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONSULTANT'S services as defined by this Contract including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract.

b. **Workers' Compensation and Employer's Liability:** The CONSULTANT shall maintain workers' compensation insurance as required by Title 51, RCW, and shall provide evidence of coverage to the Thurston County Risk Management Division. If this contract is over \$50,000, then the CONSULTANT shall also maintain Employees Liability Coverage with a limit of not less than \$1 million.

c. **Commercial General Liability:** If the CONSULTANT has contact with the public arising out of the scope of the CONSULTANT'S services defined in this Contract, the CONSULTANT shall maintain Commercial General Liability coverage for bodily injury, personal injury, and property damage, subject to limits of not less than \_\_\_\_\_per loss. The general aggregate limit shall apply separately to this Contract and be no less than \_\_\_\_\_.

The CONSULTANT will provide Commercial General Liability coverage, which does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the CONSULTANT will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard Commercial General Liability policy, including contractual liability coverage.

d. **Automobile Liability:** If applicable, the CONSULTANT shall maintain automobile liability insurance to be described as follows:

\_\_\_\_\_ The CONSULTANT shall maintain Business Automobile Liability insurance or equivalent form with a limit of not less than \$1,000,000.00 each accident combined Bodily Injury and Property Damages and an aggregate limit of at least \$2,000,000.00. Coverage shall include owned, hired and non-owned automobiles. –  
OR-

\_\_\_\_\_ The CONSULTANT shall maintain Automobile Liability insurance or equivalent form with a limit of not less than \$100,000.00 each accident combined Bodily Injury and Property Damage. The aggregate limit shall be at least \$300,000.00. If a personal lines Auto Liability policy is used to meet this requirement, it must include a business rider and must cover each vehicle to be used in the performance of this Contract and the certificates of insurance must evidence these conditions have been

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met. If the CONSULTANT will used non-owned vehicles in performance of this Contract, the coverage shall include owned, hired and non-owned automobiles. –

OR-

\_\_\_\_\_ Not Applicable.

**e. Other Insurance Provisions:**

i. The CONSULTANT'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents.

ii. The CONSULTANT'S Commercial General Liability insurance shall include the COUNTY, its officers, officials, employees and agents with respect to performance of services.

iii. The CONSULTANT'S Commercial General Liability insurance shall contain no special limitations on the scope of protection afforded to the COUNTY as additional insured.

iv. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.

v. The CONSULTANT'S insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

vi. The CONSULTANT shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

vii. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.

viii. The CONSULTANT shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.

**f. Verification of Coverage and Acceptability of Insurers:** The CONSULTANT shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A:7 with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

i. The CONSULTANT shall furnish the COUNTY with properly executed certificates of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section within ten (10) days after the effective date of the contract. The

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certificate will at a minimum, list limits of liability and coverage. The certificate will

provide that the underlying insurance contract will not be canceled or allowed to expire except on thirty (30) days prior written notice to the COUNTY. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTY of cancellation or changes shall be altered so as not to negate the intent of this provision.

ii. The CONSULTANT shall furnish the COUNTY with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTY as an additional insured.

iii. Certificates of Insurance shall show the Certificate Holder as Thurston County and include c/o of the Office or Department issuing the Contract. The address of the Certificate Holder shall be shown as the current address of the Office or Department.

iv. The CONSULTANT shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, send written verification to Thurston County that CONSULTANT is currently paying Workers Compensation.

v. Written notice of cancellation or change shall be mailed to the COUNTY at the following address:

Attn: Risk Analyst  
Human Resources Department  
921 Lakeridge Drive S.W.  
Olympia, Washington 98502

vi. The CONSULTANT or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Thurston County Risk Analyst.

## **9. TERMINATION**

a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by Certified Mail to the CONSULTANT. In that event, the COUNTY shall pay the CONSULTANT for all cost incurred by the CONSULTANT in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 5 of this Contract.

b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision of this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by the COUNTY to the CONSULTANT. After the effective date, no charges incurred under this Contract are allowable.

c. If the CONSULTANT breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may terminate this Contract, in which case the COUNTY shall pay the CONSULTANT only for the costs of services accepted by the COUNTY, in accordance with Section 5 of this Contract.

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Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONSULTANT shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONSULTANT'S breach.

#### **10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING**

a. The CONSULTANT shall perform the terms of the contract using only its bona fide employees or agents, and the obligations and duties of the CONSULTANT under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.

b. The CONSULTANT warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

#### **11. NON-WAIVER OF RIGHTS**

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract, does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

#### **12. INDEPENDENT CONTRACTOR**

a. The CONSULTANT'S services shall be furnished by the CONSULTANT as an Independent Contractor and not as an agent, employee or servant of the COUNTY. The CONSULTANT specifically has the right to direct and control CONSULTANT'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The CONSULTANT acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract and Exhibit "B," and the CONSULTANT is not entitled to any County benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Thurston County employees.

c. The CONSULTANT shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONSULTANT shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.

d. The CONSULTANT shall pay for all taxes, fees, licenses, or payments required by Federal, State or local law which are now or may be enacted during the term of this Contract.

e. The CONSULTANT agrees to immediately remove any of its employees or agents from assignment to perform services under this Contract upon receipt of a written request to do from the COUNTY'S contract representative or designee.

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### **13. COMPLIANCE WITH LAWS**

The CONSULTANT shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

### **14. CONSENT TO INQUIRY**

The CONSULTANT agrees to complete the Consent For and Release of Liability form for each employee working on this project. A sample of the form is attached hereto and incorporated herein by reference as Attachment "C".

### **15. INSPECTION OF BOOKS AND RECORDS**

The COUNTY may, at reasonable times, inspect the books and records of the CONSULTANT relating to the performance of this Contract. The CONSULTANT shall keep all records required by this Contract for five (5) years after termination of this Contract for audit purposes.

### **16. NONDISCRIMINATION**

CONTRACTOR, its assignees, delegatee's or subcontractors shall provide equal opportunity to all persons in the performance of any of its obligations hereunder free from restrictions because of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran or military status, sexual orientation or the presence of any disability. Implementation of this policy shall be consistent with RCW 49.60.4000.

### **17. OWNERSHIP OF MATERIALS/WORK PRODUCED**

a. All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

b. All design work done by the CONSULTANT shall be done on AutoCAD, release 12 or higher or other systems mutually agreed upon, an electronic copy of which shall be submitted to the COUNTY upon request and or at the end of the job. Should a construction project result from the work of the CONSULTANT, the record drawings from the CONSULTANT shall be transposed onto the electronic design drawings and submitted to the COUNTY.

c. An electronic copy of all word processing documents shall be submitted to the County upon request or at the end of the job using the word processing program and version specified by the County.

### **18. PATENT/COPYRIGHT INFRINGEMENT**

The CONSULTANT shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought

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against the COUNTY, where such action is based on the claim that information supplied by the CONSULTANT or subcontractor infringes any patent or copyright. The CONSULTANT shall be notified promptly in writing by the COUNTY of any notice of such claim.

#### **19. DISPUTES**

Differences between the CONSULTANT and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONSULTANT shall be decided by the COUNTY'S Contract representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S Contract representative shall be final and conclusive, subject to CONSULTANT'S right to seek judicial relief pursuant to Section 20.

#### **20. CONFIDENTIALITY**

The CONSULTANT, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the COUNTY or acquired by the COUNTY in performance of this Contract, except upon the prior written consent of the COUNTY or an order entered by a court of competent jurisdiction. The CONSULTANT shall promptly give the COUNTY written notice of any judicial proceeding seeking disclosure of such information.

#### **21. CHOICE OF LAW, JURISDICTION AND VENUE, ATTORNEY'S FEES**

a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

b. If the COUNTY brings any action or suit relating to the enforcement of this Contract or asking for any relief against the CONSULTANT, declaratory or otherwise, arising out of this Contract, or if the CONSULTANT brings any action or suit relating to the enforcement of this Contract or asking any relief against the COUNTY, declaratory or otherwise, arising out of this Contract, then the prevailing party in any of these events shall be paid reasonable attorney's fees and costs and expenses or incurred in connection with any such suit or action.

#### **22. SUCCESSORS AND ASSIGNS**

The COUNTY, to the extent permitted by law, and the CONSULTANT each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

#### **23. SEVERABILITY**

If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

#### **24. ENTIRE AGREEMENT**

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The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

24. **NOTICES**

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4. Notice shall be deemed to be given on the date of mailing.

The parties to this Contract have executed this Contract to take effect as of the date written below.

This Contract shall take effect this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

CONSULTANT:

For the  
BOARD OF COUNTY COMMISSIONERS  
Thurston County, Washington

Firm: \_\_\_\_\_

BY:   N/A  

Martin D. Casey, Director  
Central Services Department

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

Signature: \_\_\_\_\_

Title:

Address: \_\_\_\_\_

Approved as to form:

JON TUNHEIM  
PROSECUTING ATTORNEY

By:   N/A    
Deputy Prosecuting Attorney

\_\_\_\_\_

(sample)  
**EXHIBIT "A"**  
**Scope of Work**

The **CONSULTANT** shall provide the services delineated below:

**Basic Services:**

A. Perform basic services for {project # }, {project name} in accordance with this Contract and the 2002 Procedures Manual (Revised 8/18/06) which is attached hereto and made part of this contract by reference. Therefore, the following assumptions are made

**Additional services to include:**

- I.
- II.
- III.

The Consultant shall perform the services for this project in the following sequences.

**Phase One:**

Provide the following services to include:

- \$ 0
- \$ 0
- \$ 0

**Phase Two**

The continuation of the basic services of this project include:

- Design development
- Construction documents
- Bidding and contracting
- Construction and close-out

In the event the County chooses an alternative that differs from the maximum scope as outlined above, an amendment will be prepared to reflect the redefined scope of services.

For the above-described work, all terms and conditions stated in the Procedure Manual apply to this contract except for the following changes:

**(sample)**  
**EXHIBIT "B"**  
**COMPENSATION**

A. The maximum compensation for the scope of services outlined in Paragraph A of Exhibit A, will be based on the following: A fee proposal using a \$0 baseline construction cost detailed below.

Base Mechanical Services:	\$0
As Building:	\$0
Load Calculations:	\$0
Programming:	\$0
Total	\$0

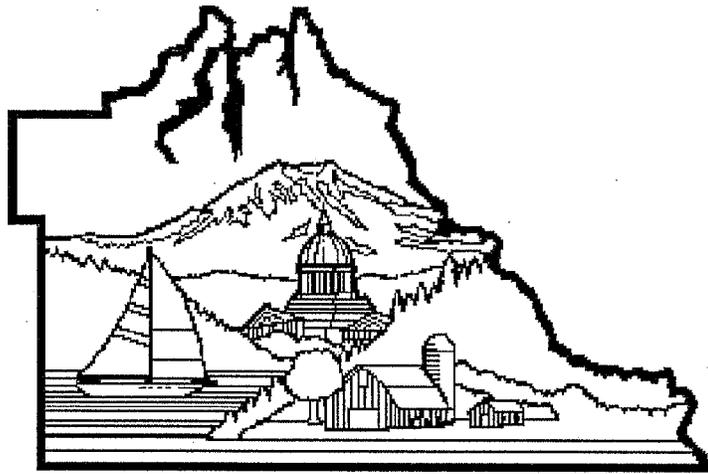
C. The total Maximum Fee for this contract shall not exceed \$0.

**FEE SCHEDULE**

Labor Category	Hourly Rate
Principal	\$
Project Engineer	\$
Senior Engineer	\$
Support Engineer	\$
CADD Operator	\$
Administrative Services/Clerical	\$

**REIMBURSABLE EXPENSES**

Inhouse Services	Per unit cost
CAD Plotting	\$
	\$
Prints (Blueline)	
Mileage	
Photocopies	
<b>Outsourced &amp; Other Expenses</b>	



THURSTON COUNTY  
**WASHINGTON**  
SINCE 1852

**THURSTON COUNTY  
SPECIAL PROJECTS  
PROCEDURE MANUAL**

**for**

**DESIGN AND CONSTRUCTION**

**2002** revision No. 5 (August 18, 2006)

Thurston County Central Services Department  
 Special Projects Procedure Manual for Design and Construction

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**ARTICLE 1  
CONDITION OF THE CONTRACT**

1.1 This Thurston County Special Projects Procedure Manual for Design and Construction, 2002 Edition, herein referred to as the "Procedure Manual" or the "Manual" and any amendments thereto, as published by the Central Services Department, Projects Services Division, incorporated herein by this reference is a part and condition of the Designer Services Contract between County and Designer, herein referred to as the "Contract."

**ARTICLE 2  
DEFINITIONS**

- 2.1 The Owner is Thurston County, the responsibilities of which shall be exercised by the Board of County Commissioners or their designated representative, the Central Services Department, Projects Services Division. As used herein, "County", "Thurston County" and "Owner" are synonymous.
- 2.2 The User Agency is the Office or Department of Thurston County for which the proposed project is being constructed. The User Agency and its representative shall be designated to Designer by County.
- 2.3 The Designer is a person or organization professionally qualified and licensed to practice Architecture, **Engineering or Landscape Architecture in accordance with the laws of the State of Washington**, who is to perform Basic Services, defined in Article 7.1 below, for the Project, as named in the Contract.
- 2.4 Consultants are individuals or organizations engaged by the County or the Designer to provide professional consultant services complementing or supplementing the Designer's Services. As applicable, Consultants shall be licensed to practice in accordance with laws of the State of Washington. The County shall engage or have the Designer furnish as part of the Designer's Services the services of Consultants which are deemed necessary for the project. Consultants include but are not limited to, architects, landscape architects, civil, structural, mechanical and electrical engineers, etc., compensation for whose services is included in Designer's basic fee. Special Consultants are those, other than the above, which the County may approve as required for the Project to perform special services and for which compensation will be in accordance with Article 5.2, below.
- 2.5 The Project is a Special Project for which funds have been appropriated by County.
- 2.6 The amount Available for Construction (AFC) is the total amount of funds available for the award of the construction contract by County, not including State of Washington Sales Tax, professional compensation, County's project contingency funds, administrative costs, or other items in County's project budget.
- 2.7 The lowest responsible, responsive Bid is defined as the lowest total of Base Bid, plus executed Bid Alternates, submitted by a licensed Contractor, which complies with the bidding requirements of the Contract Documents.

**ARTICLE 3  
COUNTY RESPONSIBILITIES**

- 3.1 The County shall designate in writing the representatives authorized to act on its behalf with respect to this Contract.
- 3.2 After selection of the Designer and prior to signing of the Contract, the County shall furnish to the Designer the Preliminary Program, as described below, and a statement of the funds Available for Construction (AFC).

The County shall schedule and hold a Pre-design Conference at the Thurston County Central Services Department, or at a location designated by the County, within seven (7) calendar days after issuance of Authorization to Proceed is given to the Designer. This conference is mandatory and shall be attended by the Designer and representatives of the County. The purpose of this conference shall be to initiate a general review and discussion of the Project, including, but not limited to, adopting or confirming the following:

3.3.1 The preliminary program defining the following in regard to the facility:

- 1. Type of usage and number and sizes of spaces required.
- 2. Adjacency considerations.**
- 3. Type and number of people using the facility.
- 4. Activities to be held in the facility.

3.3.2 The location of the facility and relevant site information;

3.3.3 The funds available (AFC) and the Designer's Fee;

3.3.4 The Time Schedule, outlining anticipated calendar days to complete designated phases as described in Article 7 hereinafter, and the anticipated period of construction, and

3.3.5 A review of the Bidding and Construction Contract Forms as described in Article 7, Section 7.12.1.1-3 hereinafter, which will be given to the Designer prior to their signing the Contract.

3.4 The County shall furnish information, approvals and services required as expeditiously as necessary for the orderly progress of the Work. The County shall not arbitrarily or unreasonably withhold approval, where such approval is stipulated under this Contract. Designer shall promptly notify County in writing in the event orderly progress of the Work is disrupted by failure of County to provide such information, approvals or services.

3.5 The County will select a testing laboratory to perform all required tests during construction and will contract for and pay for all such testing services.

- 3.6 The County shall furnish, if reasonably required for the Project and requested by Designer, a land survey of the site, prepared by a registered land surveyor, giving applicable grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and data pertaining to existing buildings, other improvements and trees; and information concerning location of service and utility lines, both public and private, above and below grade, including inverts and depths as indicated by available records. The survey shall be referenced to a project benchmark.
- 3.7 The County shall provide record construction documents of existing buildings or facilities for renovation or addition projects, when those are available.
- 3.8 Before any work is to begin under the terms of this Contract, County shall issue Designer a written Authorization to Proceed. Any work performed by Designer prior to receipt of the Authorization to Proceed shall be performed at Designer's risk, and the County shall have no obligation to reimburse Designer for said work.
- 3.9 County shall furnish information or services described in Article 3 to the extent that such information or service is reasonably required by Designer to perform Designer's services under this Contract.
- 3.10 Provided that such consultants are not retained by Designer as a part of Basic Services hereunder, **County shall furnish the services of a geotechnical engineer or other consultant if such services are** reasonably required by the Project, requested by Designer and approved by County. Such services may include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests and other necessary operations for determining subsoil, air and water conditions.

#### **ARTICLE 4 CONSTRUCTION BUDGET (AFC)**

- 4.1 The Construction Budget is the amount of funds Available for Construction (AFC) of the Project as fixed by the County and stated in the Contract between County and Designer, not including State of Washington Sales Tax, professional compensation, County's project contingency funds, administrative costs or other items in County's Project budget.
- 4.2 The Designer shall be responsible for designing the project so that the base bid does not exceed the funds Available for Construction. The use of any alternate bids must be approved by the County.
- 4.3 At the completion of the Program Completion Phase, as stated hereinafter in Article 7, the Designer shall determine whether the funds Available for Construction are realistic for the project when compared with the Completed Program. At this point or at any other time of submission(s) of Probable Construction Cost by the Designer, if such Probable Construction Cost is in excess of the AFC, the County shall have the option to:
- 4.3.1 Collaborate with the Designer to revise the program so that the Probable Construction Cost shall fall within the funds available for construction; such program revisions to be done without additional compensation to the Designer, except as provided in Article 7.3.4, hereinafter.

- 4.3.2 Provide additional funds to increase the AFC; or
- 4.3.3 Abandon or suspend the project
- 4.4 When the lowest responsible, responsive Base Bid exceeds the AFC, the County shall have the option to:
  - 4.4.1 Have the Designer, without additional compensation, modify the Construction Documents as required in order to rebid the project to fall within the AFC;
  - 4.4.2 Provide additional funds to award the Construction Contract; or
  - 4.4.3 Abandon the project.

### **ARTICLE 5 COMPENSATION**

Compensation to be paid Designer for services and reimbursable expenses shall be as follows:

- 5.1 The fee for Basic Services, as described in Article 7 hereinafter, shall be calculated as the product of the fee percentage and the amount of the Construction Contract Award, including any awarded alternates. The fee percentage shall be computed by the sliding fee formula:

$$\text{FEE PERCENTAGE} = 52.598 / \text{Log}_{10}(\text{Construction Contract Award})$$

( .  $\text{Log}_{10}(X)$  is the logarithm of X, with 10 as the base.)

Until a Construction Contract Award is made, an Interim Fee, to be used for making progress payments to the Designer, shall be calculated as the product of the funds Available for Construction (AFC) and the fee percentage computed by the formula:  $52.598 / \text{Log}_{10}(\text{AFC})$ . *Example: For an AFC of \$2,000,000, then Designer's Fee = \$2,000,000 x ((52.598 / ( $\text{Log}_{10}(2,000,000)$ )) / 100) = \$166,950.* When a Construction Contract Award has been made and the final fee computed as described above, payments to the Designer shall be adjusted to this final fee, either upward if the Contract Award is equal or greater than the interim AFC; or, remain the same if the Contract Award is less than the interim AFC.

- 5.1.1 Compensation to be paid the Designer on the Interim Fee basis shall remain constant until a Construction Contract Award is made, except when the County adjusts the AFC prior to receipt of bids and the Designer's contract is amended to reflect the new AFC and the resultant Interim Fee.
- 5.1.2 Compensation to be paid the Designer shall be appropriately modified for certain projects as follows:
  - 5.1.2.1 A Renovation Factor of up to 1.25, to be established and set by the County for each individual project, will be multiplied by the fee percentage, established in Article 5.1, to arrive at the Fee for renovation projects, when determined by the County to be justified. This Fee shall include verifying existing conditions and/or any other additional work incidental to renovation projects. The Renovation Factor will be set in proportion to the additional work anticipated by the County. Simple building additions will receive lower factors than full building renovations. The Renovation Factor will not be applied to reroofing projects, except in unusual circumstances. The Renovation Factor shall be stated in Exhibit B of the Contract.

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- 5.1.2.2 On roofing projects, an addition may be made to the Basic Fee for full-time inspection services during construction.
  - 5.1.2.3 Multiple Contracts: If the County determines that the best interest of the Project is served by bidding and constructing the Project under two or more separate contracts the fee shall be established for each portion by application of the formula in Article 5.1 above.
  - 5.1.2.4 If a project consists of more than one element, to be bid and constructed under one contract, then the AFC to be used in computing the fee under the formula in Article 5.1 above shall be the sum of the AFC's of each element.
- 5.2 Payment to the Designer for Additional Services defined in Article 7.3 shall be made on the basis of Designer's Direct Personnel Expense for performing such services, as defined in Exhibit DB of the Contract, multiplied by a factor not to exceed 2.85.
- 5.2.1 The Designer's and Subconsultants' Direct Personnel Expense is defined as the hourly rate of the Designer's personnel engaged in the Project (not including insurances, fringe benefits, taxes, retirement contributions or profit sharing). This shall also include the hourly rate of Designer's Subconsultants involved in the additional services, except that a maximum ten percent (10%) markup may be added to cover administrative and other overhead costs.
  - 5.2.2 Designer shall prepare change orders caused by errors or omissions of the Designer without additional compensation. If the error or omission results in damage to the County, Designer may be required to pay for the Construction Cost of such change orders or a portion thereof, as determined by mutual agreement or by the dispute resolution procedure contained in Article 5.2.4.
  - 5.2.3 Preparation of documents required for Construction Contract change orders for any cause shall not be started without County's prior written approval.
  - 5.2.4 In the event of any dispute, claim, question or disagreement arising out of or relating to the performance of this Contract or the breach thereof, the parties hereto agree to use their best efforts to settle such disputes, claims, questions, or disagreement. In the event that the parties cannot agree or settle the dispute, claim, questions or disagreement, the matter shall be submitted for review and decision by the Director of the Thurston County Central Services Department, whose decision shall be final.
    - 5.2.4.1 In the event the Designer desires to appeal the matter further, each party shall appoint one person to a Dispute Review Board. The first two members shall then mutually appoint a third person to the Board. The Board shall hold an informal hearing wherein each party shall have an opportunity to fully submit their position as to the dispute, claim, questions or disagreement. The Board shall then make a decision on the claim which shall be final subject to the provisions of Section 5.2.4.2. The Board shall submit its decision to each party in writing within twenty (20) calendar days. The Designer shall pay all costs for the Board Member the Designer has chosen. The County shall pay all costs for the Board Member the County has chosen. The Designer and County shall share equally in the expenses of the third member as well as all other costs and expenses.

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- 5.2.4.2 The dispute resolution methods set forth herein are specifically agreed upon by each party hereto, and it is further agreed that the dispute resolution process is a specific prerequisite to the filing of any claim, action, suit for damages or equitable relief in a court of law.
- 5.3 Reimbursable Expenses are in addition to the compensation for Basic and Additional Services and include actual expenditures made by the Designer, their employees or professional subconsultants in the interest of the project as directed and authorized by the County and described in Exhibit □Bo of the Contract.
- 5.3.1 The Designer shall pay all costs associated with printing of all documents, above the stated not-to-exceed costs in accordance with Exhibit "B" of the Contract, which printing costs are required during or upon completion of each of the Program Completion, Schematic Design, Design Development, and Construction Documents phases of Designer's Services for the County's and User Agency's use, and for approvals by regulatory agencies.
- 5.3.2 The County will reimburse the Designer the cost of printing and distribution of all other sets of Construction Documents retained by the Designer over and above the amount of the deposits on same.
- 5.4 vWhen requesting payment for reimbursable expenses, Designer wiii submit an itemized biiiing showing unit cost and quantity of each item billed and referencing the specific authorizing document.
- 5.5 Designer will be paid for prolonged contract administration and inspection of construction should the contract time, as may be extended, be exceeded due to no fault of the Designer and liquidated damages against the Contractor are recommended by the Designer. The amount of such payment shall be based on time expended at rates established in Exhibit OB□ of the Contract.
- 5.6 The method of arriving at the compensation to be paid for design work required by all authorized changes to the Construction Contract shall be as described below. However, routine change orders which involve a small amount of effort will not involve extra compensation. Before the Designer prepares a change order for which they feel they are entitled to extra compensation due to the extra effort involved, they shall so notify the County and secure County's approval to proceed with the change order. When final payment is made to the Designer, all such change orders will be reviewed by the County and the Designer's contract will be amended to reflect extra compensation for the change orders which the County has determined merit additional fees.
- 5.6.1 If the authorized change is an item of work added to the Construction Contract reflected by an additive cost in a change order, then the compensation is to be 100 percent (100%) of the basic fee times the cost of the additive item of work.
- 5.6.2 If the authorized change is an item of work deleted from the Construction Contract reflected by a deductive cost in a change order, then the compensation is to be no addition to or deduction from the compensation for Basic Services.
- 5.6.3 If the authorized change is an additive item of work which is designed by Designer, but not included in the Construction Contract, then the compensation is to be 75 percent (75%) of the basic fee times the cost of the additive item of work.

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- 5.6.4 If the authorized change is a deductive item of work which is designed by Designer but not included in the Construction Contract, then the compensation is to be no addition to or deduction from the compensation for Basic Services.
- 5.6.5 If the authorized change is an item of work which is designed by Designer and is categorized as an omission or error, then the compensation is to be no addition to or deduction from the compensation for Basic Services. Work in this category may result in a claim against Designer by County for some or all of the costs involved.
- 5.6.6 If the authorized change is an item of work which is deductive or additive and the design work required is substantial, then the compensation is to be negotiated under the terms of this Contract as Additional Services.

**ARTICLE 6  
PAYMENTS TO THE DESIGNER**

Payments on account of Designer's Services shall be made as follows:

6.1 Basic Services

- 6.1.1 Upon satisfactory completion of all Basic Services for each phase as described in Article 7, submission of all documents to the County and upon the County's and User's approval of same, which approval shall not be arbitrarily withheld, payment for the following phases of the Designer's services will be made in one lump sum (with the exception of the Construction Documents Phase which shall be paid monthly); such payments shall be up to the following percentages of the Designer's fixed fee, either interim or final, as applicable, which percentages are cumulative:

Program Completion Phase	0%
Schematic Design Phase	10%
.Design Development Phase	25%
Construction Documents Phase	70%
Bidding and Contract Phase	75%

- 6.1.2 Monthly in proportion to the Contractor's Certificate for Payment for the following phase:

Construction Phase	95%
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- 6.1.3. Upon satisfactory completion and furnishing required documents to the County for the following phase:

Construction Close-Out Phase	100%
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- 6.1.4 Partial payments shall be made on a monthly basis to the Designer for the Construction Documents Phase, up to 70 percent (70%) of the fee for the Construction Documents Phase until the Designer has completed 100 percent (100%) of the Construction Documents and has submitted these to the County, the User Agency, and the other required statutory agencies, and the County determines by inventory check and conformity with Article 7 that all required documents have been submitted and are complete, coordinated and ready to bid. Should the County's approval of the Construction Documents not be issued within twenty-one (21) calendar

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days of submittal due to no fault of the Designer, then the Designer shall be paid an additional payment of fifteen percent (15%) of the fee for the Construction Documents Phase. The balance of the fee for this phase will be due upon completion of review by County and User when corrections have been made and when the project is approved for bidding.

- 6.2 Payments on account of Designer's Additional Services and for Reimbursable Expenses shall be made on submission of Designer's invoices with supporting data and written approval by County and issuance of an amendment to the Contract covering such services.
- 6.3 Payments to the Designer on Termination, Abandonment or Suspension shall be made in accordance with Articles 9 and 10, hereinafter.

**ARTICLE 7**  
**DESIGNER'S SERVICES**

7.1 Basic Services

- 7.1.1 The Designer's Basic Services consist of the phases described below and include the normal services of the Designer and normal complementary or supplementary services of their subconsultants. Review documents of each phase shall be submitted to the County and to the User Agency for their approval. In addition, for the Construction Documents Phase, review documents shall be submitted to regulatory agencies designated by the County as required by law for their approvals. Designer shall not proceed to any subsequent phases until the requisite written approvals are received and until authorized by the County in writing to so proceed. All statements of Probable Construction Cost shall be adjusted to the anticipated bid date of the project.
- 7.1.2 The Designer will take reasonable care to ensure compliance with all applicable codes as required by the jurisdiction in which the project is located. The Designer will adhere with all applicable standards and guidelines set forth in FM Global Property Loss Prevention Data Sheets as promulgated by the Standards Division of Factory Mutual Research. For all other items not specifically covered by codes, the Designer shall take reasonable care to design in accordance with the standards established by accepted professional groups or by industry standards for that specific item of work.
- 7.1.3 Designer shall provide to County all documents required upon completion of each of the Program Completion, Schematic Design, Design Development, and Construction Document phases of Designer's Services. The number of each set of documents are defined in Exhibit Bo of the Contract. If requested by County, Designer shall furnish additional and be reimbursed for them in accordance with Articles 5.3 and 7.3.
- 7.1.4 In carrying out its services, Designer shall canvas all appropriate Divisions within Thurston County Central Services Department to employ whatever facility or infrastructure standards that may exist. Review and approval of documents by County does not imply such documents conform to the requirements of the program or applicable laws, statutes, ordinances, codes, rules or regulations.
- 7.1.5 Designer shall review information provided by consultants retained directly by County and shall coordinate the work of such consultants with Designer's work into an overall set of consistent plans, specifications and other Construction Contract Documents.

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- 7.1.6 Designer shall designate and appoint subconsultants after conferring with County regarding the selection of Designer's subconsultants. Designer shall not appoint any subconsultant to which County has a reasonable objection. Designer shall incorporate the provisions of this Contract and a scope of work consistent with the requirements of the Project into the contracts with subconsultants. Designer shall furnish, upon request a copy to County of Designer's contract(s) with the subconsultants prior to execution.
- 7.1.7 Designer and County shall jointly establish a written Time Schedule for performance of Designer's services for the Project prior to the start of the first phase of the work. The Time Schedule, for planning phases, shall commence upon Authorization to Proceed and shall continue until delivery of all construction documents to the County is complete, coordinated and ready to bid. The period of performance in the Time Schedule shall take into account review periods agreed to between Designer and County. The schedule shall be 'in the form and level of detail as required by County. Designer shall periodically reevaluate the established schedule and promptly notify County in writing of any actual or anticipated deviation of Designer's services from the schedule. Any adjustments to the established time schedule shall be allowed only when approved in writing by County. Designer shall provide revised time schedules when so approved.
- 7.1.8 Designer shall provide the services necessary to comply with the Document Review Process in accordance with Attachment A.
- 7.1.9 Program Completion Phase
  - 7.1.9.1 After the initial pre-design conference, the Designer shall meet and work with the User Agency to determine more detailed program requirements for the project and shall refine and complete the program in a form acceptable to the County.
    - 7.1.9.2 The Designer shall determine whether the funds Available for Construction are realistic for the project when compared with the complete program as described in Article 4.3. The Completed Program shall be submitted to the County and the User Agency for their written approval and thereafter only the County shall have authority to materially alter the Program. Any authorization by the County to alter the Completed Program shall be in writing.
  - 7.1.9.3 The Designer shall obtain one or more proposals from registered land surveyors and geotechnical engineers when required for the Project and recommend a proposal for each to the County for their approval. The County will contract directly for such services.
  - 7.1.9.4 The Designer shall finalize the Time Schedule, as described in Article 7.1.7, for the County's approval.

7.1.10 Schematic Design Phase

- 7.1.10.1 Based on the approved Completed Program, funds Available for Construction, Site Location and Time Schedule, the Designer shall prepare, for approval by the County, Schematic Design Documents in such format and detail as required by the County, consisting of drawings, outline specifications and other documents illustrating the general scope, scale, and relationship of the Project components for the written approval of the County and the User Agency.
- 7.1.10.2 The Designer shall submit to the County a Detailed Statement of Probable Construction Cost projected to the expected time of bid, itemized by major categories, to give reasonable assurance that construction costs will not exceed the funds Available for Construction. The format of the estimate shall be based on the 16 Divisions of the Construction Specifications Institute (CSI) Master format. The Detailed Statement shall establish a preliminary schedule setting forth the expected period of time required for completion of the construction of the project.
- 7.1.10.3 An analysis of code requirements to comply with the requirements of regulatory agencies as described in Article 7.1, as they relate to this project shall be prepared by the Designer and submitted for review and approval to the County.
- 7.1.10.4 Designer shall provide a written response to all County review comments provided in accordance with Attachment A
- 7.1.10.5 Before proceeding to the Design Development Phase, Designer shall secure County's written approval of the Schematic Design documents.

7.1.11 Design Development Phase

- 7.1.11.1 Based on the approved Schematic Design Documents, and any adjustments authorized by the County in the Program or the funds Available for Construction, the Designer shall prepare, for approval by the County, Design Development Documents consisting of drawings, expanded outline specifications based on the 16 Divisions of the Construction Specifications Institute (CSI) format, and other documents to fix and describe the size and character of the entire project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be required.
- 7.1.11.2 The Designer shall update the Detailed Statement of Probable Construction Cost including an updated schedule, based on the completed Design Development documents, in the same level of detail as that provided in the Schematic Design Phase. This Detailed Statement shall have back-up material and data in such format and detail, as required by County to support each of the 16 Divisions, to give reasonable assurance that construction costs shall not exceed the funds Available for Construction.
- 7.1.11.3 The Designer shall submit a more detailed analysis of the codes required by the jurisdiction in which the project is located consisting of, but not necessarily limited to, statements of (1) classification of occupancy, (2) classification of construction and (3) code allowable area increase for exceptions.

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- 7.1.11.4 A Life Cycle Cost analysis as required by 39.35 RCW for projects over 25,000 sq. ft. shall be prepared by the Designer and submitted to the County for review and approval.
- 7.1.11.5 Designer shall provide a written response to all County review comments provided in accordance with Attachment A
- 7.1.11.6 Before proceeding to the Construction Documents Phase, Designer shall secure County's written approval of the Design Development documents.

7.1.12 Construction Documents Phase

- 7.1.12.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the funds Available for Construction authorized by the County, the Designer shall prepare, for written approval by the County, the User Agency, and other State Regulatory agencies as required by law, the following documents bearing the Designer's seal and those of their consultants, all sufficiently complete and clear to define the quantity and quality of the work to bid and build the Project:
  - 7.1.12.1.1 Working Drawings: Dimensioned plans, elevations, sections, details and schedules of all architectural, landscaping, civil, structural, mechanical and electrical work in the Project in general conformity with Chapter 12, latest Edition, of the AIA Handbook of Professional Practice with the exception of the sections entitled "Reproduction" and "Ownership."
  - 7.1.12.1.2 Technical Specifications: Materials, processes or systems to be incorporated in the work, using the format of the 16 Divisions of the Construction Specifications Institute. •
  - 7.1.12.1.3 Bidding and Construction Contract Forms: The County will furnish to the Designer policy requirements that the Designer must include in their documents on the following: Advertisement for Bids, Instructions to Bidders, Bid Form, General Conditions, Supplementary General Conditions, Contract Between County and Contractor, Performance and Payment Bond, Non-Collusion Affidavit, and other forms used by the County.
  - 7.1.12.1.4 The Designer shall provide the County contract drawings in reproducible format and on magnetic media in accordance with Article 13.4. Drawings shall be provided in .dwg, .dwt and .jpeg format.
  - 7.1.12.1.5 The Designer shall provide the County a copy of all documents pertaining to specifications on disk in the format of Word 2000 or higher.
- 7.1.12.2 The Designer shall submit to the County and User Agency an updated Detailed Statement of probable Construction Cost, including an updated schedule, based on the completed Construction Documents, in the same format and level of detail as that provided in the Design Development Phase. The final Detailed Statement of Probable Costs shall include an itemization of alternates proposed and the estimated construction cost to be added or deducted for each alternate selected.

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- 7.1.12.3 The Designer shall update and verify the Energy Conservation Analysis prepared in the Design Development Phase.
- 7.1.12.4 The Designer shall submit one bound copy of all design calculations on the Project for the County's files.
- 7.1.12.5 Designer shall prepare and submit to County for review a list of required Contractor submittals, including material and shop drawings and equipment submittal, that Designer recommends be included in the Construction Contract. Materials and equipment shall be Factory Mutual Research Approved and listed where applicable.
- 7.1.12.6 Designer shall propose and prepare deductive bid alternates to provide reasonable assurance that County will be able to award a construction contract that does not exceed the funds Available for Construction. Only work and items approved by County shall be included in the deductive bid alternate category. The number of alternates shall be kept to a minimum.
- 7.1.12.7 Designer shall submit a written summary of the type and number of special inspections and tests required for the Project in a format that can be used by the County to formulate a scope of work to select, contract and pay for such testing services.
- 7.1.12.8 Before proceeding to the Bidding and Contract Phase, Designer shall secure County's written approval of the final products submitted in the Construction Documents Phase including both electronic and hard copy items.

7.1.13 Bidding and Contract Phase

- 7.1.13.1 Upon receipt of corrected and completed Construction Documents, processing of all permits that may be required from the appropriate regulatory agencies, and approval of the latest Statement of Probable Construction Cost, the County may advertise the Project for bids and shall be assisted by the Designer in obtaining bids.
- 7.1.13.2 The Designer shall be responsible for the furnishing and distribution of Construction Documents to (1) all Contractors licensed in accordance with State law who desire to bid the Project, subject to deposit requirements as provided for in the Advertisement for Bids, and (2) recognized construction trade organizations maintaining plan rooms as directed by the County. Plan deposits shall not be excessive and shall be subject to the County's approval.
- 7.1.13.3 The Designer shall be responsible for evaluating and making recommendations regarding requests for substitution of materials, products and equipment required by procedures established by the County.

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- 7.1.13.4 The Designer shall prepare and issue all addenda in accordance with the Construction Contract Documents as required to modify or clarify the Construction Documents. Items not included in the approved program and/or items previously rejected or not approved shall not be included in any addendum without County's prior written approval.
  - 7.1.13.5 The Designer shall arrange for and conduct a pre-bid conference in accordance with the Construction Contract Documents.
  - 7.1.13.6 Unless waived by the County, the Designer shall be present for the opening of bids by the County and shall provide a form for assisting the County in tabulating the bids.
  - 7.1.13.7 After receipt of bids, the Designer shall analyze the bids, consult with the County and make written recommendation to the County to (1) award the Construction Contract to the lowest responsive, responsible bidder or (2) reject any or all bids for good cause.
  - 7.1.13.8 Designer shall maintain an accurate planholders list and keep County informed as to the number and names of planholders.
- 7.1.14 Construction Phase
- 7.1.14.1 The Designer shall provide administration of the Construction Contract as set forth herein and in the Construction Documents.
  - 7.1.14.2 After the execution of the Construction Contract, the County will issue a Notice to Proceed to the Contractor and will notify the Designer to arrange for and conduct a pre-construction conference.
  - 7.1.14.3 The Designer shall issue instructions to the Contractor with such reasonable promptness so as not to cause a delay in the work after appropriate consultation with the Owner's Representative. The Designer shall have authority to act on behalf of the County to the extent provided herein or as provided for in the Construction Contract Documents unless otherwise modified in writing. The Designer shall provide to the Owner's Representative copies of all written communications of any kind or nature whatsoever that Designer provides to the Contractor. Such shall be provided to the Owner's Representative at the same time such communication is provided to the Contractor.
  - 7.1.14.4 The Designer and their principal consultants shall visit the project as often as necessary to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Construction Contract Documents. Such visits by the Designer shall not be less than once per week when the work is in progress. On the basis of the Designer's on-site observations, they shall endeavor to protect the County against defects and deficiencies in the Work of the contractors, but it is understood that Designer does not guarantee the performance of Contractor. The Designer shall have authority to reject work which does not conform to the Contract Documents and shall promptly advise County of the circumstances regarding such non-conforming work. Whenever Designer considers it necessary or advisable to ensure the proper implementation of the intent of the Construction Contract Documents, Designer shall

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advise County of the need for special inspection or testing of any Work. Designer may authorize, subject to the prior approval of County, such special testing or inspection in accordance with the provisions of the Construction Contract Documents whether or not such work be then fabricated, installed or completed. If requested by County, Designer shall review billings submitted to County by the special inspection and testing services. A written report of each visit by the Designer to the Project shall be mailed to the County and Contractor within five (5) calendar days after each visit. On-site observations will be recorded in a written form and available to County at reasonable times upon County's request.

- 7.1.14.5 The Designer agrees that their designated representatives on the construction project shall be qualified by training and experience to make decisions and interpretations of the Construction Documents and such interpretations shall be binding upon the Designer as if made by him. All such decisions shall be confirmed in writing immediately with the County and Contractor, conditioned that such decisions and interpretations shall not modify the requirements of the Construction Contract Documents.
- 7.1.14.6 Based on observations at the site and on the Contractor's Applications for Payment, the Designer shall determine the amount owing to the Contractor and shall issue Certificates for Payment in such amounts. No Certificate of Payment shall be issued until a schedule of values has been received from the Contractor. The issuance of a Certificate for Payment shall constitute a representation by the Designer to the County, that the Work has progressed to the point indicated and that to the best of the Designer's knowledge, information and belief, the quality of the Work is in general accordance with the Construction Contract Documents and that the Contractor is entitled to payment in the amount certified. The Designer shall process certificates as promptly as possible and, in any case, within seven (7) calendar days of receipt of the Payment Request from the Contractor. If the processing of a certificate is delayed or the amount stated adjusted for any reason, written notice stating the reasons for the delay or adjustment must be given to the Contractor and County within seven (7) calendar days.
- 7.1.14.7 The Designer shall instruct the Contractor to establish and conduct a regularly scheduled meeting, to be held on the job site as needed, but not less than once per week throughout the construction period and shall require attendance at the meetings by representatives of their principal subconsultants, as appropriate. The County shall be notified of such meetings and may be represented. It shall be the principal purpose of these meetings or conferences, to effect coordination, cooperation and assistance in every practical way to the end of maintaining progress of the project on schedule and completing the project within the construction contract time. Designer shall conduct project meetings and keep minutes and shall submit to County site observation reports for each site visit. Project meeting minutes and observation reports shall be transmitted to County and Contractor as soon as possible, but in no event later than one day prior to the next weekly meeting. Designer shall not be responsible for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work and, except as otherwise provided in this Contract, shall not be responsible for Contractor's failure to carry out the Work in accordance with the Construction Contract Documents.

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- 7.1.14.8 The Designer shall prepare and submit to the County and Contractor a Status Report on the Project on a monthly basis. The form of the Report shall be reviewed and approved by the County prior to the Pre-construction Conference. The Designer's Status Report shall be submitted to the County along with the Contractor's Certificate for Payment and Designer's Statement for Professional Services.
- 7.1.14.9 The Designer shall render interpretations of the requirements of the Construction Contract Documents and be the independent judge of the performance thereunder by both the County and Contractor. Such interpretations shall be issued with such reasonable promptness so as not to cause delay in the work.
- 7.1.14.10 The Designer shall promptly review shop drawings, samples and other submissions of the Contractor only for conformance with the design concept of the Project and for compliance with the information given in the Construction Contract Documents.
- 7.1.14.11 Only with the authorization of the County shall the Designer prepare necessary documents for changes in the Work including revision drawings, cost estimates and reasons for the change. The Designer shall obtain, analyze and recommend disposition of proposals from the Contractor for their estimate of cost and time changes in accordance with the Construction Contract Documents and submit it to the County for approval before any changes are made in the Construction Contract. No additional compensation shall be due the Designer for preparation of Change **Orders v,ithout the lwritten prior approval for such compensation by the County**, except as described in Article 5.
- 7.1.14.12 Designer shall conduct a pre-final inspection of the project with the County and Contractor and prepare checklists ("punch-lists"), with an assigned dollar value for each, of corrective items; make final inspections (all applicable disciplines) including at least one re-inspection; determine the date or dates of Substantial Completion and Final Completion of the Project; determine Contractor's compliance with the Construction Contract Documents; and, when appropriate, recommend acceptance of the Project to County. ,
- 7.1.14.13 The Designer shall obtain and review Contractor's progress schedules for conformance with the Construction Documents, and promptly notify County and Contractor of deviations and noncompliance.
- 7.1.14.14 Designer shall obtain, review, approve and deliver to County written guarantees, manuals and instructions from Contractor as required by the Construction Documents upon completion of construction and prior to Final Acceptance.
- 7.1.15 Construction Close-Out Phase
- 7.1.15.1 "After acceptance of the Project by the County, the Designer shall prepare and furnish to the County, Record Drawings prepared by the Designer. The Record Drawings shall be prepared on the basis of as-built records furnished by the Contractor, and shall include verification of Contractor's compliance with Section 4.2 of the Contractor's General Conditions."
- 7.1.15.2 Designer shall inspect and approve completion of any "punch-list" items remaining after acceptance and shall certify final payment to the Contractor.

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7.1.15.3 Compliance with all of the above will constitute completion of the Designer's Basic Services for compensation purposes. However, the Designer shall be required to follow up on items to be corrected during the warranty period and shall arrange for and conduct an inspection of the Project no later than one month prior to the expiration of the one-year warranty period. The Designer shall be required to inform the County and Contractor of any items to be corrected and shall inspect the Project as required until the work is completed, without additional compensation, unless this is work required as a result of lack of performance by the Contractor. Failure to provide services required during the warranty period shall cause the Designer to be removed from the County Professional Services Roster.

7.2 Project Representation Beyond Basic Services

7.2.1 If the County and Designer agree that more extensive representation at the site is required than is described in Article 7.1.14, then the Designer shall provide one or more Project Representatives to carry out such responsibilities at the construction site.

7.2.2 Such Project Representatives shall be selected, subject to County's approval, employed and directed by the Designer, and the County shall compensate the Designer for such services in an amount equal to the approved schedule indicated in Exhibit DB□ of the Contract . If, in the opinion of the County, such representatives are either unqualified or unable to perform their duties to the satisfaction of the County, the Designer's representative shall be replaced promptly, without protest.

7.2.3 Through the services of such Project Representatives, the Designer shall endeavor to provide further protection for the County against defects and deficiencies in the work.

7.2.4 The County shall have the option of providing one or more Project Representatives at the site during construction, which representative(s) shall be paid by the County and shall be under their direction.

7.3 Additional Services. Additional Services, as required by the County, shall be provided by the Designer only when authorized in writing by the County prior to performance of the services and shall be paid for by the County as set forth herein. Such services will be incorporated into the Contract by an amendment on their completion. Additional services may include, but are not limited to, the following:

7.3.1 Providing design services relative to future facilities, systems, and equipment which are not included to be constructed as part of the Project as defined by the scope established as a result of the Program Development Phase.

7.3.2 Providing printing of Construction Documents for bidding and construction purposes.

7.3.3 Providing interior design and other services required for the selection of furniture and furnishings and moveable equipment

7.3.4 Providing services for participation in Value Engineering processes requested by County and conducted by County's separate consultant.

7.3.5 Preparing measured drawings when these are nQt available, or for archival research.

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- 7.3.6 Coordination between the Work of this Project and other related projects for which County has agreements with other consultants and/or contractors.
- 7.3.7 Providing extensive Program revisions during the Program Completion Phase when the necessity of such as additional services is authorized in writing by the County.
- 7.3.8 Coordinate the Project with governmental agencies including, but not limited to, preparing the Environmental Impact Statement (EIS) and related documentation unless otherwise noted in this Contract.
- 7.3.9 Preparing of additive and deductive alternates drawn or specified by Designer, providing the alternates were drawn or specified at the written request of County and are not for the purpose of conforming to the estimated funds Available for Construction indicated in the Contract.
- 7.3.10 Preparing the Project for temporary suspension by County or re-commencement of the Project after any suspension period, provided that any temporary suspension of the Project is first affirmed in writing by County and is not caused by actions of Designer.
- 7.3.11 Performing services during the construction phase in connection with changes in the work. Services performed in connection with changes due to an error, omission or mistake of Designer will not be compensated as Additional Services.
- 7.3.12 Providing brochures, special graphic presentations or detailed professionally-built architectural models beyond those required to comply with Attachment A, Document Review Process.
- 7.3.13 Providing services for securing separate bids and for contract administration if major division of the construction work or separate bid packages are requested by County.
- 7.3.14 Revising drawings or specifications previously approved by County when such revisions are due to changes in project scope, program changes or other changes directed by County that are changes not normally made as a part of Schematic Design, Design Development or Construction Documents phases of Designer's Basic Services.
- 7.3.15 Providing additional copies of drawings, specifications or Construction Contract Documents as requested by County. Designer shall be reimbursed for all costs to reproduce the extra copies authorized by County.
- 7.3.16 Providing any other special services not otherwise included in the Designer's Contract or not customarily furnished in accordance with generally accepted Designer's practice.
- 7.3.17 Providing a full-time on-site project representative of the Designer to the extent such representative is not required to fulfill the Designer's obligations set forth in Article 7.1.14.

**ARTICLE 8  
DESIGNER'S ACCOUNTING RECORDS**

- 8.1 Records of Direct Reimbursable Expenses and expenses pertaining to Additional Services on the Project and for services performed on the basis of Designer's Direct Personnel Expenses, as defined in Attachment B, shall be made and kept according to generally accepted accounting principles and shall be furnished and/or made available for inspection to the County or their authorized representative on request.

**ARTICLE 9  
TERMINATION OF CONTRACT**

- 9.1 The Contract between County and Designer may be terminated by either party upon seven (7) calendar days written notice to the other party, should said other party fail to perform in accordance with its terms, through no fault of the terminating party. The Contract may also be terminated by the written mutual consent of the parties.
- 9.2 In the event of termination by the County due to failure of the Designer to perform satisfactorily, the Designer shall receive no compensation beyond that already paid or due for the last satisfactorily completed phase. Any work done shall become the property of the County to be used at their discretion without additional compensation to the Designer. No compensation shall be paid to the Designer for any uncompleted phase, except by written agreement between County and Designer prior to termination. The County will hold the Designer harmless for damages incurred as a result of use of the Designer's documents for the intended project, or for other purposes, if the Designer does not complete the design.
- 9.3 In the event the Contract is terminated by mutual consent, the Designer shall be paid for all work performed prior to termination and all work done shall become the property of the County to be used at their discretion without additional compensation to the Designer. The County will hold the Designer harmless for damages incurred as a result of use of the Designer's documents for the intended project, or for other purposes, if the Designer does not complete the design.

**ARTICLE 10  
ABANDONMENT OR SUSPENSION**

- 10.1 If any work designed or specified by the Designer is abandoned or suspended in whole or in part by the County, the Designer is to be paid for the Services rendered up to receipt of written notice from the County, as follows:
- 10.1.1 If the abandonment or suspension occurs at the completion of a Phase, the Designer shall be paid the full amount due on completion of such phase as described in Article 6.1.1.
- 10.1.2 If the abandonment or suspension occurs prior to completion of a Phase, the Designer shall submit to the County all documents prepared by him up to receipt of written notice from the County, and the County shall compensate the Designer up to the percentage completion of that phase.
- 10.2 Should the Project be reactivated, the new fee will be computed on the basis of the revised AFC. The Designer's fee for the phases of work required to complete the Project shall be the percentages for such phases stated in Article 6.1.1 applied to the new fee.

**ARTICLE 11  
OWNERSHIP OF DOCUMENTS**

- 11.1 Drawings and specifications are, and shall remain, the property of the County whether the Project for which they are made is executed or not. The County shall not use the Designer's work without written notification and shall hold the Designer harmless for any use beyond the original use for which Designer was paid for the development of said work.
- 11.2 Upon completion of the Project, tracings shall remain in the files of the Designer, with record drawings (as-builts) being furnished to the County and the User Agency as called for in Article 7.1.15.

**ARTICLE 12  
SUCCESSORS AND ASSIGNS**

- 12.1 The Designer shall perform the terms of the Contract using only its bona fide employees or agents, and the obligations and duties of the Designer hereunder shall not be assigned, delegated, or subcontracted to any other person or firm without the prior written consent of the County.
- 12.2 Designer warrants that it has not paid nor has it agreed to pay any company, person, or firm, other than a bona fide employee working exclusively for Designer, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

**ARTICLE 13  
OTHER CONDITIONS**

- 13.1 Insurance - Prior to Authorization to Proceed with any design services, the Designer shall be required to furnish to the County proof of coverage as described in the Insurance Section of the Contract.
- 13.2 Affidavit - The Designer, on signing the Contract, shall submit to the County, on such form as the County shall designate, a Non-Collusion Affidavit.
- 13.3 When the Time Schedule has been jointly established by the Designer and County, a milestone in calendar days shall be set up for delivery of 100 percent (100%) completed, coordinated and ready-to-bid Construction Documents to the County. If the Designer is delayed through no fault of their own, then the milestone in the Time Schedule shall be extended and compensation negotiated accordingly, provided the Designer makes such request in writing before starting the subsequent phase and the County approves such as justified.
- 13.4 Master Drafting Standards:
  - 13.4.1 Reproducible plan sets: Original required by the County shall be three (3) mil single-sided matte drafting film (Mylar) using black ink only suitable for dry contact print reproduction. Sepia and Diazo are not acceptable. If an overlay drafting system is used, a set of erasable composite tracings on single-sided matte drafting film, acceptable to the County for archival purposes, shall be provided in addition to the original overlays.
  - 13.4.2 All sheet sizes shall be a standard size, typically 18"x24", 24"x36". Sheets larger than 24"x36" shall not be used. All information on drawings shall be clearly legible when reduced to half size.
  - 13.4.3 Text size shall be a minimum of 1/8" and shall be easily legible when reduced to half size. Text shall not be crowded by symbols or other line work to obscure readability.

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- 13.4.4 Sets of drawings shall be independently completed including all abbreviation lists, symbol standard drawings, diagrams and equipment schedules for each construction discipline. It is not acceptable to include drawings in the Project Specifications or other book-type document, unless approved by the County.
- 13.4.5 Contract drawings shall be submitted to Thurston County through the Owner's Representative for archiving at construction close-out.
- 13.4.6 Magnetic media files of plans: Designer shall provide County with magnetic media drawing files of the final design used to bid the project and magnetic media files of the record drawings at construction close-out.
- 13.4.7 All drawings shall be generated using AutoCAD Release 2000 or higher. Enhancements to AutoCAD must not be required in order to manipulate the drawing files or to use AutoCAD. All images shall be vector generated (no raster images except for photographs of existing conditions). This shall include all titles and material indications. Do not use "sticky-backs" or scanned images.
- 13.4.8 Two copies of all magnetic media files of project drawings shall be submitted on compact laser disk. Each disk shall have affixed the following information clearly identified. If necessary, include accompanying AutoCAD drawing file documentation.
1. Project number
  2. Project name
  3. Date
  4. Sheet identification
- 13.4.9 All AutoCAD drawings shall be drawn 1=1 and plotted to scale as follows:
- |                                |   |
|--------------------------------|---|
| 1. Site plan:                  | Minimum 1" = 20'                              |
| 2. Floor plans and elevations: | Minimum 1/8" = 1'-0"                          |
| 3. Enlarged floor plans:       | Minimum 1/4" = 1'-0", as required by Designer |
| 4. Wall sections:              | Minimum $\square$ " = 1'-0"                   |
| 5. Details:                    | Minimum 3/4" = 1'-0"                          |
- 13.4.10 To facilitate integration into Thurston County's filing system, the Designer shall begin by developing an architectural floor plan which shall be x-referenced as a block in generating the subsequent drawings of the systems required in the design, i.e., lighting, power, mechanical, reflective ceiling, HVAC zones and so forth. (Optional: When available, Thurston County will provide the Designer with existing as-built floor plans of the facility being renovated.)
- 13.4.11 The Designer may use their standard title block, except that the following minimum information must be provided.
1. Project number
  2. Project name
  3. Date
  4. Sheet identification

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13.4.12 Layering Instructions:

- 13.4.12.1 The Designer may use the layering convention set forth in the AIA CAD Layer Guidelines publication, 1990 Edition, as a basis for layer structure.
- 13.4.12.2 Modifications to published AIA layer guidelines is acceptable.
- 13.4.12.3 Layer 001 is reserved for use by Designer to convey special plotting instructions or other information to subsequent users, if necessary.
- 13.4.12.4 There are no restrictions on screen display colors. However, all CAD-generated drawings must be easily read and interpreted in black & white print form.

**ATTACHMENT A**  
**Document Review Process**

This Document Review Process will address only those steps which relate directly to the process of review. Therefore, normal coordination is not described in this document for clarity. All comments will be provided on an appropriate DESIGN REVIEW COMMENT RESOLUTION FORM provided by the County.

- I. PROGRAM COMPLETION: The Document Review Process begins during the Program Completion Phase. The Program Completion Phase is initiated after receipt of Authorization to Proceed and upon completion of the pre-design conference.
  - A. Pre-Design Conference
    1. Attendees: The Designer, selected subconsultants as appropriate, and County representatives.
    2. Purpose: To review the Preliminary Program for the project, project schedule funds Available for Construction (AFC) and other appropriate information. The attendees shall address the main concerns in the project and should provide discussion and review of any special or unique requirements. Minutes of the meeting will be prepared by the Designer and distributed to the attendees.
  - B. Program Completion Review Meeting
    1. Attendees: The Designer, selected subconsultants as appropriate, and County representatives.
    2. Purpose: Designer meets with the User Agencies and County representatives to determine more detailed program requirements for the project.
- II. SCHEMATIC DESIGN. The Schematic Design Review Process begins upon written approval of the Program Completion documents. No initial reviewer meeting is required. Work will progress directly from the approved Program Completion Review Meeting.
  - A. Schematic Design Presentation Meeting
    1. Attendees: The Designer, selected subconsultants as appropriate, and County representatives.
    2. Purpose: The Designer, and appropriate subconsultants, will make a presentation to explain the Schematic Design documents, the project, the functional intent, and the reasons for the particular solution. Review sets of Schematic Design documents will be provided by the Designer at or prior to this meeting. The subconsultants will provide specific information on each discipline, as appropriate. If necessary, separate meetings will convene to discuss details of individual disciplines. A deadline for the submittal of written comments regarding review of the Schematic Design will be announced. Minutes will be prepared by the Designer and distributed to attendees.

B. Schematic Design Review

1. Individual reviewers will evaluate aspects of the project which are of concern to them. Reviewers will prepare written comments for submittal to County's Project Manger. All comments from County and User Agency reviewers will be provided within one (1) week from the date of the Schematic Design presentation. All comments shall be submitted only on the DESIGN REVIEW COMMENT RESOLUTION FORM.

C. Schematic Design Review Comment Response and Resolution

- 1.. The County's Project Manager will receive and organize comments from reviewers.
2. The County's Project Manager will submit to the Designer and request written response to the comments by a scheduled date.
3. The County's Project Manager will review the Designer's written response to ensure that the resolution is clearly stated: discrepancies will be resolved by coordinating with reviewer and consultant.

D. Upon satisfactory review, the County will accept the Schematic Design and authorize Design **Development documents.**

111. DESIGN DEVELOPMENT.

A. Design Development Presentation Meeting

1. Attendees: The Designer, selected subconsultants as appropriate, and County's representatives.
2. Purpose: The Designer and subconsultants will make a presentation to explain the Design Development documents and progress on the project. Review sets of Design Development documents will be provided by the Designer at or prior to this meeting. The meeting will include time for discussion, questions and answers. A separate subsequent meeting may convene at a later time to discuss sub-discipline or other information in more detail. A deadline for the submittal of written comments will be announced. All clarifications and resolutions -of project issues will be recorded by the Designer in the minutes of each meeting and shall be distributed to all attendees. If discrepancies develop during the process, it is imperative that the County's Project Manager continue the review process until a resolution is reached.

B. Design Development Review Process

1. Individual reviewers will evaluate aspects of the projects relevant to their discipline. Reviewers will provide written comments for submittals to the County's Project Manager. All comments from County and User Agency reviewers will be provided within one (1) week from the date of the Design Development Presentation. All comments shall be submitted only on the DESIGN REVIEW COMMENT RESOLUTION FORM.

C. Comment, Response and Resolution

1. The County's Project Manager will receive and organize comments from the reviewers.
2. The County's Project Manager will submit comments to the Designer and request written response to the comments by a scheduled date.
3. The County's Project Manager will review the Designer's written response to ensure that the resolution is clearly stated: discrepancies will be resolved after coordinating with reviewers and Designer.
4. The County's Project Manager will send notice to the consultant that the design development has been reviewed and approved, subject to any written modifications.

D. The County will accept Design Development and authorize Construction Documents.

IV. CONSTRUCTION DOCUMENTS. The Construction Document Phase begins upon written approval of the Design Development documents.

A. Acceptance Review

1. Prior to printing of final review documents, a determination will be made by the County that the documents are ready for review. The objective is that all parts of the document set are at least 99% complete. If the County decides the documents are not ready, the Designer shall continue working toward completion until the documents are acceptable.

B. Construction Document Presentation Meeting

1. Attendees: The Designer, selected subconsultants as appropriate, and County's representatives.
2. Purpose: Designer will address all major components of the project, recent resolutions and all changes. A deadline for the submittal of written comments will be announced. Minutes will be prepared by the Designer and sent to attendees.

C. Review

1. Individual reviewers will evaluate components of the project relevant to their discipline. Reviewers will prepare comments for submittal to the County's Project Manager. All comments from County and User Agency reviewers will be provided within one (1) week from the date of the Construction Documents Presentation. All comments shall be submitted only on the DESIGN REVIEW COMMENT RESOLUTION FORM.

D. Comment, Response and Resolution

1. County's Project Manager receives comment from reviewers, organizes the comments.
2. The County's Project Manager will submit comments to the Designer, provide further clarification when necessary, and request written response to the comments by a scheduled date.
3. The County's Project Manager will review the Designer's response to ensure that the resolution is clearly stated: discrepancies will be resolved by coordinating with reviewer and consultant.
4. The County's Project Manager sends notice to the Designer that the construction documents have been reviewed and approved, subject to any enclosed written modifications.

E. Confirmation Review

1. The County's Project Manager will verify that the review comments to the Project Requirements have been satisfactorily addressed prior to authorizing the Designer to proceed with printing of bid documents.

END OF ATTACHMENT A