

**Request for Qualifications (RFQ)**  
**For**  
**Architectural and Engineering Consultants**

**Thurston County Central Services Department**

May 11, 2018

1. Background

The Thurston County Central Services Department ("Central Services") is inviting architectural and engineering consultants ("Consultants") to submit a proposal, including a statement of qualifications, in accordance with the following information.

Services to be provided will include assisting Central Services with design and engineering work needed in various County buildings requiring the design, remodel or renovation of office/general use space including building equipment and infrastructure, civil and potential mechanical/electrical/plumbing design.

The selected consultants will provide a variety of consulting services beginning approximately June 15, 2018 and ending December 31, 2019. Central Services intends to contract for services with more than one consultant per discipline, however, when the consultant is assigned to a particular project the consultant will perform all consulting work within its discipline for that particular project.

2. Scope of Work

The selected Consultants shall provide and have the resources to obtain services including, but not necessarily be limited to, the following:

- A. Evaluation of existing building systems, equipment, and space utilization for conformance with current local, state and federal building codes and regulations as well as fire, mechanical, electrical and zoning codes.
- B. Preparation of written recommendation reports and feasibility studies, as requested, regarding the conditions found in Paragraph A above, which identify recommended options and budget cost estimates for proceeding.

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- A. Evaluation of existing building systems, equipment, and space utilization for conformance with current local, state and federal building codes and regulations as well as fire, mechanical, electrical and zoning codes.
- B. Preparation of written recommendation reports and feasibility studies, as requested, regarding the conditions found in Paragraph A above, which identify recommended options and budget cost estimates for proceeding.

- C. Preparation of contract documents for proposed small scope addition, remodel and/or renovation construction projects.
- D. Review of contract documents for code and regulation compliance and value engineering of-same for proposed addition, remodel and/or renovation construction projects.
- E. Construction cost estimates for proposed small scope addition, remodel and/or renovation construction projects.

3. Parameters

- A. The consultant will be expected to enter into a contract with Central Services to provide the services. A sample of the contract is attached for review.
- B. Central Services will negotiate a fee for the services, pursuant to Chapter 39.80 RCW. Progress payments will be made to the consultant based on Central Service's acceptance of a written fee quotation for individual projects. Each fee quotation will be supported with a consultant provided, detailed scope of work to include a proposed start and end date for the work and a time and materials breakdown.
- C. Unless otherwise agreed to, the consulting services requested throughout the contract term shall begin within five (5) calendar days from the date of execution of each contract amendment for services and shall be completed in a timely manner.

4. Evaluation Criteria

Central Services will consider the following elements to determine the most responsive proposals:

- A. The professional qualifications of the consultant's staff, including consultants, if any.
- B. The consultant's prior specialized experience with providing consulting services.
- C. Central Service's satisfaction with prior work of the consultant, if applicable.
- D. Feedback from the consultant's references (used at County's option).
- E. Factors that affect project costs e.g. travel time, mileage, etc.

5. Information Requested

Please include the following information in your response:

- A. A brief description of the consultant's background and qualifications, including:

1. A brief statement of interest, stating why your firm should be considered for this contract -- no longer than four pages.
  2. Factual summary information on federal Standard Forms 330 Part 1 and 2.
- B. Names and qualifications of principals and associates who would work directly on projects. Include project names (corresponding to similar services requested in the RFQ) for which those principals and associates have been responsible and indicate who would be designated as the primary contact principal on this contract.
- C. List up to four references for which the consultant has provided consulting services, including:
- Firm name
  - Owner's Representative and telephone number
  - Your firm's responsibility on the project

6. Submission of Proposals

- A. Sign and include, as part of your proposal, the attached Reference Form, and the "Release Authorization for Reference Check".
- B. Four (4) paper copies of the proposal must be received by Central Services no later than the date and time stated in Section 7 of this RFP. Address packages to:

Procurement and Contracting  
 Thurston County Central Services Department  
 Building 1, Room 032,  
 2000 Lakeridge Drive SW  
 Olympia, WA 98502-6045

- C. Responses received after the deadline shall be returned to sender unopened.
- D. E-mail, verbal, faxed or telegraphic responses or modifications will not be considered or accepted.
- E. No information other than that set forth in this document and its attachments will be available prior to submitting proposals.

7. Approximate Schedule

Date

Issue RFQ	May 11, 2018
<u>Due date to submit proposal</u>	<u>May 30, 2018, 3:00 P.M.</u>
Complete review of responses	June 6, 2018
Notify all consultants of award	June 8, 2018
Contract negotiation (RCW 39.80.050)	June 11 – 15, 2018
Complete execution of contracts	June 18 - 22, 2018

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8. Cost of Proposal

Cost incurred by the Consultant in preparing and presenting the proposal may not be included in any manner and may not be charged to Central Services or Thurston County generally.

9. Nondiscrimination

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

10. Rejection of Proposals

The Thurston County 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 the Request for Qualifications, or a proposal that in any way is materially incomplete or irregular.

11. Procedures When Only One Proposal is Received

In the event that only a single responsive proposal is received, Central Services reserves the right to analyze all evaluation criteria submitted in such a proposal. The Consultant shall provide such information, data and other documentation as deemed necessary for such analysis. Central Services reserves the right to reject such a proposal.

12. 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.

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 Consultant authorizes the above-listed references to provide information requested by Thurston County that pertains to the scope of this Request for Qualifications. Further, the Consultant authorizes Thurston County to obtain this information by furnishing a copy of this release in lieu of sending an original to each reference listed above.

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

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

Typed name and title: \_\_\_\_\_

**\*\*EXAMPLE\*\***  
CONTRACT FOR ARCHITECTURAL  
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 SW, Olympia, Washington 98502, hereinafter "**COUNTY**," and **{CONSULTANT'S NAME}**, {type of legal entity, e.g., a Washington corporation or partnership, or sole proprietor}, located at {consultants physical address}, 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 {start date}, and shall, unless terminated or renewed as provided elsewhere in this Contract, terminate on {end 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 Project No. \_\_\_\_\_,

Provide \_\_\_\_\_ Consulting Services on an as needed basis.

- a. A general description of the services to be performed by the CONSULTANT is set forth in Exhibit "A", which is attached hereto and incorporated by reference.
- 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, no material, labor, or facilities will be furnished by the COUNTY.
- d. Upon execution of each amendment 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:

- 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: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

b. For COUNTY:

Name of Representative:  
Title:  
Street Address:  
City, State and Zip Code:  
Telephone Number:  
Fax Number:  
E-mail address:

**5. COMPENSATION**

- a. Payment to the CONSULTANT for services rendered under this Contract shall be in

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accordance with the fee schedule and conditions 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. CONSULTANT will be paid progress payments based on a written not-to-exceed lump sum quotation for each amendment for services by the COUNTY within thirty (30) days of the receipt of the invoice for work completed to date. Each lump sum quotation shall be supported with a time and materials breakdown for negotiation purposes.

c. 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.

d. 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.

e. 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.

f. 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 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 \$1,000,000 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 \$500,000 per loss. The general aggregate limit shall apply separately to this Contract and be no less than \$1,000,000.

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

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

iii. If applicable, the CONSULTANT'S Commercial General Liability insurance and Automobile 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 insured's 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 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.
- 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  
2000 Lakeridge Dr SW  
Olympia, Washington 98502-6045

- 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. 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

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assignment to perform services under this Contract upon receipt of a written request to do from the COUNTY'S contract representative or designee.

13. **COMPLIANCE WITH LAWS**

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

14. **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.

15. **NONDISCRIMINATION**

The Consultant, its assignees, delegates or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, military or veteran status, sexual orientation or the presence of any disability. Implementation of this provision shall be consistent with RCW 49.60.400.

16. **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.

17. **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 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.

**18. 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.

**19. 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.

**20. 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. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

c. 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.

**21. 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.

**22. 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.

23. ENTIRE AGREEMENT

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.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ N/A \_\_\_\_\_, \_\_\_\_\_.

CONSULTANT:

For the  
BOARD OF COUNTY COMMISSIONERS  
Thurston County, Washington

Firm: SAMPLE CONTRACT ONLY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BY: n/a \_\_\_\_\_ Print  
Martin D. Casey  
Central Services Director

Approved as to form:

JON TUNHEIM  
PROSECUTING ATTORNEY

By: n/a \_\_\_\_\_  
Scott Cushing, Sr. Deputy Prosecuting Attorney

## **EXHIBIT "A"**

### **SERVICES PROVIDED**

The services to be provided by the CONSULTANT will include, but not necessarily be limited to:

- A. Evaluation of existing building/architectural systems, equipment and space utilization for conformance with current local, state and federal building codes and regulations as well as fire, mechanical, electrical, plumbing and zoning codes.
- B. Preparation of written recommendation reports and feasibility studies, as requested, regarding the conditions found in Paragraph A above, which identify recommended options and budget cost estimates for proceeding.
- C. Preparation of contract documents for proposed small scope addition, remodel and/or renovation construction projects.
- D. Review of contract documents for code and regulation compliance and value engineering of same for proposed addition, remodel and/or renovation construction projects.
- E. Construction cost estimates for proposed small scope addition, remodel and/or renovation construction projects.

Unless otherwise agreed to, the consulting services requested throughout the term shall begin within five (5) calendar days from the date of the amendment for such consulting services and shall be completed in a timely manner.

**EXHIBIT "B"**

**COMPENSATION  
EXAMPLE**

For services performed, the CONSULTANT shall be paid in accordance with the fee schedule below.

**FEE SCHEDULE**

<b>Labor Category</b>	<b>Hourly Rate</b>
Principal	\$
Project Manager	\$
Senior Engineer	\$
Support Engineer	\$
Junior Engineer	\$
Engineering Aide	\$
Drafter	\$
CAD Technician	\$
Spec Writer	\$
Cost Estimator	\$
Clerical/Word Processing	\$

**REIMBURSABLE EXPENSES**

<b>Inhouse Services</b>	<b>Per unit cost</b>
CAD Plotting	
Prints	
Mileage	
Photocopies	
<b>Outsourced &amp; Other Expenses</b>	<b>Cost + _____%</b>