

**Request For Qualifications
Civil Engineering/Planning Services
Thurston County Corrections Facility Flex Unit
Project No. 25FLX**

1. Background and Organization

In 2015, the County moved detention functions from the Courthouse Jail (old jail) to the Accountability & Restitution Center (ARC), which is now newly renamed the Thurston County Corrections Facility (TCCF). The old Jail is still utilized on a limited basis for court transfers from the TCCF. The County has continued to pursue a mix of jail population management strategies. In 2016, the Board determined to proceed with one component of these strategies – increasing the TCCF’s capacity in order to house roughly 110-120 additional specialized/medium-high security inmates. This expansion is commonly known as the Flex Unit.

Over the years, the County has experienced more rapid growth in specialized medium to high security inmates than in low security inmates. This has resulted in the County exceeding its high security inmate capacity at the TCCF. As a result, it has affected operational standards to effectively house and treat inmates.

A Central Services Capital Project Manager will work with selected consultants and user groups to meet the project goals. The lead agency for the project will be Thurston County Central Services.

2. Project Goal

The TCCF was conceived to be built and expanded in phases over time as the County’s detention needs changed. The County needs to complete analysis, redesign and improvements to the site’s existing storm water management system, as well as scope additions associated with planned concurrent facility expansion. The estimated total funds available for the storm water system improvement project is \$1 million.

3. Project Approach

A TCCF Flex Unit Project Oversight Committee consisting of representatives from the County Public Information, Public Works, Corrections, Water Resources, and Central Services IT and Facilities programs, will provide guidance and support to the Capital Project Manager. Additionally, a TCCF Flex Unit Project Management Team consisting of the County Central Services Director, Capital Project Manager, Facilities Manager, and Sheriff’s Corrections Chief, hereafter known as the Thurston County Project Team, will provide overall management direction to the project.

The County will contract with a storm water design engineering consultant to work with the Capital Project Manager, the facility expansion design consultant, and all other stakeholders in development and implementation of the Scope of Services noted below. The Design will be accomplished with full engagement of the above noted County Teams.

4. Scope of Work

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

Planning, Design and Engineering Services:

Provide schematic design, design development and construction documents, and construction management services for the storm water management systems, based on the following criteria:

- a. Analyze existing site storm water management performance using historical data provided by the County and design solutions to meet storm water management requirements, including, but not limited to:
 - o Meeting current codes and requirements.
 - o Improving underachieving gallery on southwest area of property.
 - o Adding gallery intake and/or other improvements to accommodate for additional impervious surface in the planned facility expansion.
- b. Explore alternatives with Thurston County Project Team.
- c. Respond effectively to capital and operational resource constraints.
- d. Provide detailed design options and recommendation.

Cost Estimates:

Provide cost estimates for the proposed storm water mitigation, repair and expansion, as part of every design phase. Additionally, estimates shall be prepared at the end of schematic design, design development and at the completion of construction documents, to confirm that the project is on budget. The project shall be designed to minimize the facility life cycle cost.

- Capital Cost Estimate: Prepare a capital cost estimate and comparison of existing operations and the design impact and construction costs for optimal site layout for an impervious 20,000 square foot expansion with the design capacity to meet current future flexible needs.

Coordination:

Work in close coordination with the Thurston County Project Team and also with the selected facility expansion design consultant during facility schematic design, design and construction documents preparation, and construction management, to ensure that the storm water management system requirements and design elements support and integrate with the facility expansion design and subsequent construction. Consultant will be required to hold coordination meetings, per mutually agreed upon frequency, with the Thurston County Project Team and strategic partners.

5. Selection Process

Proposals will be reviewed by a team of County staff and strategic partners, based on the criteria detailed in Section 6 of this RFQ; finalists will be scheduled for interviews. The successful candidate will be selected from this interview process.

Negotiations will begin with the firm scoring the highest combined total based on the criteria

detailed in Section 6 of this RFQ and the oral interviews. If successful contract negotiations are not achieved within 10 days after notification, we shall proceed to negotiate with the firm scoring the second highest combined total.

6. Evaluation Criteria

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

- A. Qualifications and experience by all members of the design team in designing storm water management systems and incorporating into existing site operations. (40%)
- B. Ability to work in a high quality, credible fashion within the time and cost constraints. (20%)
- C. Quality of performance on previous contracts or services as evidenced by references (20%);
 - ✓ Ability and commitment to build a functional storm management system with costs tightly controlled.
 - ✓ Ability and commitment to build a storm management system with minimum life-cycle costs.
 - ✓ Past efficient performance of site and facility systems.
 - ✓ Ability and commitment to listen to and work responsively with all building users.
 - ✓ Ability to work with staff that will be operating the TCCF Flex Unit
 - ✓ History of litigation and change orders driven by the design team.
- D. Quality and relevance of the submitted proposal's content. (10%)
- E. Convenient County and project staff phone and personal access to the architectural-engineering consultants during design and construction. The ability of the consultants to conveniently perform regular, scheduled construction inspections and, from time to time, special construction inspections promptly upon County request. (10%)

7. 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 project architect.
- C. The consultant must identify in its initial submittal who is being proposed as civil engineers. Identify firms, if any, proposed as additional consultants in the design phase and the role and involvement of those firms.
- D. For the last four storm water management projects 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.
- E. Cost estimate history of recent storm water management projects by your firm as compared to actual bid results (2006 to present). Include the name of the project, estimated base bid and selected contractor's base bid. In addition, your response shall include the most recently completed justice projects comparing the original estimate, the awarded bid price and the final project cost with a discussion of scope changes.
- F. Firms are requested to tell us the role they prefer to assume in construction and post construction work and the hours that could be involved in that work.
8. **Submission of Qualifications**
By December 18, 2017 at 4:00 PM PST, submit **ten (10)** paper copies of requested information to:
Brady Knowles, Capital Project Manager
c/o Thurston County Central Services
2000 Lakeridge Drive SW, Bldg. 1 Room 032
Olympia, WA 98502
knowleb@co.thurston.wa.us
- Unless clarifying Addenda are issued in response to vendor inquiries, no information other than that set forth in this document and its attachments will be available prior to submitting proposals.
9. **Contact Information and questions**
Contact information and questions: Questions may be submitted via e-mail to the contact person listed in Section 8. The deadline for the County to receive and answer questions from interested parties is indicated in the schedule in Sec. 10 (Approximate Schedule and Process).

Answers to questions: During part of the proposal period interested parties shall find advisement of addenda, answers to questions, additions to, deletions from, or changes in

the requirements of the Request for Qualifications at <http://www.thurstoncountywa.gov/tchome/Pages/rfprfq.aspx>. The County will not be responsible for the authenticity or correctness of oral interpretations or for information obtained in any other manner than through the media of Addenda. Receipt of each Addendum shall be acknowledged by the proposer in their response (see Addenda Acknowledgement section in the RFQ). Each issued addendum shall be considered to be a part of the Request for Qualifications. Failure of the proposer to acknowledge receipt of each issued addendum may invalidate a proposal and cause it to be considered incomplete.

10. Approximate Schedule and Process

Request Board Approval for RFQ	November 14, 2017
Advertise RFQ	November 20, 2017
Last date for issuance of Addenda	December 4, 2017
Due Date for Submission of Qualifications	December 18, 2017
Review of Proposals/Selection for Interviews	December 18 - 22, 2017
Interviews*	January 3 - 5, 2018
Preliminary Selection of Finalist	January 8 - 9, 2018
Request Board Approval for Finalist Selection	January 10, 2018
Contract Negotiations (RCW 39.80.050)	January 23, 2018
Execute Contract	January 24 - February 2, 2018
Schematic Design	February 5, 2018 – March 2018
Schematic Cost Estimate	March 2018 – April 2018
Design / Permit Review	May 2018 – July 2018

Some flexibility in adjusting the approximate schedule for the design activity phases may be driven by the timeline to be determined for the selection of a facility expansion design consultant and subsequent coordination.

*Interview Note: The County wishes to interview those who will actually be working on the project. We expect the interview team to reflect your proposed project team both in terms of membership and relative role and participation.

11. 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.

12. Method of Negotiated Fee

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

13. Non-Discrimination

Thurston County 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, 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.

14. Release Authorization

Please submit the attached "Release Authorization for Reference Check" with your Proposals. An authorized representative of the firm must sign the statement.

15. 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 the Request for Proposals or a proposal in any way materially incomplete or irregular.

16. 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.

17. Withdrawal or Modification

The Proposer 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.

18. No Responses Received

In the event no responsive proposals are received by the date due, the County reserves the right to publish, in the same place and manner of the original RFQ, an extension of the due date for receipt of proposals.

RELEASE AUTHORIZATION FOR REFERENCE CHECK

By signing below, the respondents to this RFQ authorize past clients to supply any information requested by Thurston County within the scope of this Request for Qualifications. 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: _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Proposer acknowledges receipt of the following addenda:

Addendum No. _____ Date Received _____ By _____

Addendum No. _____ Date Received _____ By _____

Addendum No. _____ Date Received _____ By _____

ATTACHMENT A

SAMPLE

CONTRACT FOR CIVIL/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.
- 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:

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: Central Services Department, 2000 Lakeridge Drive SW

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

Telephone Number: (360) _____

Fax Number: (360) 786-5140

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 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 met. If the CONSULTANT will use 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 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. 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.

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 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**

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: _____

By: _____

Director
Central Services Department

Signature: _____

Title:

Address: _____

Approved as to form:

JON TUNHEIM
PROSECUTING ATTORNEY

By: _____

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 25FLX, TCCF Flex Unit 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	
Outsourced & Other Expenses	

(sample)
Attachment "C"

CONSENT FOR AND RELEASE OF LIABILITY

THE UNDERSIGNED, being of lawful age, does hereby acknowledge and consent to an inquiry by Thurston County to obtain any record of criminal convictions that exists for the potential Designer or Consultant Employee whose signature is listed below.

In signing this release, the undersigned does hereby forever release, acquit and discharge Thurston County, its officers and employees, from any and all rights of action, claims and demands arising out of this act including, but not limited to rights of action, claims and demands for any and all injury to mind, body and property, whether now known or not, or which may hereafter develop due to the application process with Thurston County.

SIGNATURE OF APPLICANT DATE _____

PRINT NAME: _____
Last First Middle

Any Other A.K.A. or I.E. Maiden Name: _____

DESIGNER OR CONSULTANT: _____ Tel. No. _____

FOR PROJECT NUMBER: _____

Instructions for Designer or Consultant and Project Manager

ATTACH COPY OF WORKER'S PHOTO ID

- Confirm that all blanks are filled in. Including full middle name
- Return this form to the Thurston County Project Manager you are working with
- The Project Manager shall personally deliver the forms to Sgt. Dan McLendon

RESULTS: (Sheriff's Office Response)

Approved Not Approved for access to restricted areas

Deputy: _____

Date: _____

RETURN TO CENTRAL SERVICES DIRECTOR