



THURSTON COUNTY
SPECIAL PROJECTS
PROCEDURE MANUAL
for
DESIGN AND CONSTRUCTION

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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.

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**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.

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- 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.

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- 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:

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

(. Log₁₀ (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 / (Log₁₀(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 B 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 B 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 When requesting payment for reimbursable expenses, Designer will submit an itemized billing 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 B 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 B 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.

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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 without the written 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 B 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 not 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 Diao 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.

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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.

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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.

III. 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.

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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.

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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