



# ARCHITECTURAL AND ENGINEERING CONSULTING SERVICES

**LEWIS COUNTY SHELTER**  
2015 KRESKY AVE NE, CHEHALIS, WA



**A&E PERSONAL SERVICES AGREEMENT  
MASTER AGREEMENT**

**EFFECTIVE DATE: May 1, 2024**

BCRA, Inc., hereinafter called A/E, and LEWIS COUNTY, hereinafter called OWNER or COUNTY, agree as set forth in this Agreement, including: Scope Narrative, Certificate of Insurance, Conditions of the Agreement, copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein.

The term of this Agreement shall commence upon the date of execution as shown above.

CONSULTANT acknowledges and by signing this contract agrees that the Indemnification provisions set forth herein are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CONSULTANT:



Joseph Rydman

Principal

Title of Signatory

Authorized by the firm By Laws

LEWIS COUNTY

Ryan Barrett, County Manager

Mailing Address:

2106 Pacific Ave, #300

Tacoma, WA 98402

UBI or Contractors License#

601 181 873

Federal Business Tax ID No.

91-1447237

Approved as to Form Only:

Jonathan Meyer, Prosecuting Attorney

By:

Deputy Prosecuting Attorney

## **Agreement Narrative**

Lewis County is in need of construction-level architecture and engineering services to finish renovating an existing building at 2015 NE Kresky Ave, Chehalis WA into a permanent night-by-night homeless shelter. There has already been design and renovation related to operating an interim shelter in the same location, although it has never been operated due to permitting issues with the City of Chehalis.

This Agreement sets forth the services A/E will provide, and the compensation therefor, to bring the permanent shelter to completion. It is anticipated that the shelter can be completed in 2024, barring unforeseen complications. It is possible that A/E will also provide services included herein to facilitate occupancy of the interim shelter, if the City of Chehalis indicates that it will allow interim occupancy upon the provision of certain documents or upon certain circumstances relevant to A/E's work herein.

The contract on which this Agreement was modeled is an all-encompassing contract for design through construction. Some of that structure is preserved despite the Scope of Work for this project being narrower, to provide a framework for how other services may be added to the Scope of Work for this project if necessary due to unforeseen circumstances.

The Scope of Work is attached and incorporated into this contract.

# **SCOPE OF WORK**

May 6, 2024

Doug Carey  
Capital Facilities Manager  
Lewis County  
351 NW North St.  
Chehalis, WA 98532

Sent VIA Email: [doug.carey@lewiscountywa.gov](mailto:doug.carey@lewiscountywa.gov)

RE: Lewis County Night by Night Shelter  
2015 NE Kresky Ave, Chehalis, WA 98532  
Proposal for Schematic Design through Permitting  
BCRA Project No. 24032.00.00

Dear Mr. Carey:

BCRA is pleased to present the following Proposal to provide design services for your night-by-night shelter located at 2015 NE Kresky Avenue in Chehalis, Washington.

### **Project Description**

BCRA understands this project to be an adaptive reuse of an existing bank building that will be converted to a night-by-night shelter for those experiencing homelessness. The existing building is to remain relatively unchanged as far as the envelope and structure is concerned but the project will undergo code change of use requirements. These will include energy code updates where the full scope is still yet to be determined. We understand that there may be additional design changes to the main entry depending on budgets and the project may require a temporary certificate of occupancy drawing submittal to the City as part of this effort.

The site will require frontage improvements along Kresky only. The site immediately around the building will be explored for layouts for additional prefabricated bathrooms and showers, temporary kitchen facilities, smoking area and other potential program. The owner's goal is to get the project permitted and under construction as soon as possible. It is anticipated that there will be some navigating of the codes and City review processes to help with expediting the approval process.

### **Summary Scope of Services**

The scope of this proposal is to provide architecture, civil engineering, surveying and cost estimating services for the project. These include design services from schematic design through permitting. We understand the owner is not requesting bidding and construction administration services at this time. Other consultants will be required to complete the design services required for this project. Please see the attached detailed scope of services for more information.

## Fee Table: Exhibit G

All fees are Fixed Fee, unless noted with an 'H'. Fees noted with an 'H' are hourly, with an estimated budget. Hourly rates are subject to an annual increase of \$5 per hour, effective January 1 of each year. Subconsultant fees above include a 10% administrative markup.

Reimbursable expenses are in addition to the above fees, and will be billed for the following with a 10% handling fee:

1. Customary and approved travel and per diem costs.
2. Printing and distribution of documents.
3. Additional copies of drawings, specifications, studies, reports, Contract Documents, correspondence and/or papers received or issued by BCRA as requested by Owner

## Overall Project Assumptions

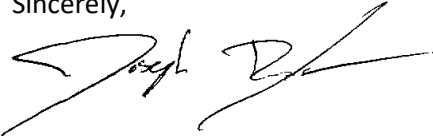
1. BCRA's scope includes services for Architecture and Civil Engineering. The proposal scope also includes Surveying (Foresight Surveying) and Cost Estimating (ProDims) by sub-consultants. Client will engage additional design consultants as needed to provide the required research, design and submittals for Landscape Architecture, Mechanical, Electrical, Plumbing, Fire, Energy Consultant, Shoring Design, Geotechnical Engineers, Traffic, Acoustics, Signage, etc. Client to engage additional design consultants at the beginning of schematic design.
2. Project meetings will be conducted via teleconference and electronic visuals when able.
3. Client hired consultants will provide all documents including drawings, specifications, reports and other supporting documents as required relating to their specific work.
4. Deliverables will be sent to client via electronic file exchange. Printing and delivery of hard copies will be billed as reimbursable expenses at cost plus 10% and will be sent only upon client's request.
5. Additional items not identified in the Scope of Services herein, including but not limited to additional submittals, deliverables or meetings are considered additional service. Written notice will be given to the Client and approval obtained prior to work being done.
6. The following are not anticipated or included:
  - a. State and federal level permitting services beyond those described herein
  - b. Preparation of documents and presentations to governmental agencies including but not limited to: landmarks commissions, zoning boards, boards of standards and appeals, local planning boards
  - c. LEED or Sustainable Sites Initiative documentation or a design to meet specific requirements outside of local municipal code. We understand that the project requires Evergreen Sustainable Design Standards and the owner is managing the selection and documentation process for this work.
7. Time is not included for modifications, beyond minor adjustments, to drawings that have been previously approved or are substantially finished. This includes, but is not limited to changes to the plans, elevations, sections or details, as well as the selection of new color and materials specifications or substitution for any material previously approved.
8. Client will provide any market and demographic analysis.
9. Time is not included for value engineering.
10. Client will address specification and procurement of furniture, fixtures and equipment (FF&E).

11. Client will manage the bidding process, including invitations to bid, bid reviews, contract award and all related administrative and project management tasks.
12. Time is not included for bid and construction RFI's that are invalid with requested information already provided in the construction documents or caused by contractor errors during construction.
13. Contractor will provide as-built documents representing revisions and field conditions.

**Closing**

Thank you again for the opportunity to work with Lewis County. Once we have finalized this scope of work with you, we can coordinate with you on the Lewis County Architectural and Engineering Consulting Service contract for execution. We look forward to speaking with you soon.

Sincerely,



Joseph Rydman, RA  
Principal, Architect

Approved:

\_\_\_\_\_

Client Signature

\_\_\_\_\_

Date

**Attachments**

- Exhibit A – Architectural Scope of Services
- Exhibit B – Civil Engineering Scope of Services
- Exhibit C – Surveyor Scope of Services
- Exhibit D – Cost Estimator Scope of Services
- Exhibit E – Building Envelope Scope of Services
- Exhibit F – Mechanical & Electrical Scope of Services
- Exhibit G – Fee Table
- Exhibit H – BCRA 2024 Hourly Rate Schedule

**EXHIBIT A  
ARCHITECTURE  
SCOPE OF SERVICES**

**Phase 10 – Schematic Design****Task A1 – Architecture**

Develop the schematic building design (SD) to follow codes, Client’s goals and establish design concept. The following activities will be performed:

1. Prepare preliminary project design schedule and one-page project management plan (PMP).
2. Prepare code summaries
  - a. Building and accessibility code and analysis of current concept design
  - b. Zoning code summary, if needed
  - c. Review energy code requirements. An energy consultant is likely required to provide direction on changes
3. Perform a site visit to understand existing conditions, demolition construction progress, partial measurements of elevations, interior spaces and ceiling heights.
4. Confirm building systems and establish performance criteria of the following items. Begin coordination with the design consultants. See assumptions.
  - a. Coordinate materials and finishes using County Construction Standards
  - b. Coordinate with design concept architect
  - c. Civil and Site coordination
  - d. Mechanical, Electrical, Plumbing & Fire Systems *engineers*
  - e. Accessibility (Building Code, ICC A117.1 and FHA)
  - f. Energy Code Consultant coordination, if required
  - g. Cost Estimating coordination
5. Input existing conceptual design into Revit as base for design team files.
6. Once the conceptual design drawings have been input into Revit, the following tasks will be performed:
  - a. Site plan to identify locations for pre-fabricated bathrooms, temporary kitchen location, RV hook up, smoking area, etc.
  - b. Develop code diagram plans
  - c. Minor modifications to floor plan if needed for code purposes
  - d. Create one typical partial building section to understand existing structure and ceiling heights for coordination with Mechanical, Electrical, Plumbing & Fire space requirements

**Meetings:**

- *Weekly team coordination meetings/teleconferences are proposed (4 total). Meetings will only include the team members necessary for the meeting agenda. Kick off meeting will be the first meeting.*

**Assumptions:**

- *Duration for this phase will be 4 weeks*
- *6 hours for information gathering and coordination with the City of Chehalis has been budgeted in this phase*
- *Meetings are assumed to be virtual meetings*
- *All demolition work shown on the existing concept plans have been permitted and no additional demo plan work is needed (Note: see exterior work contingent scope as some demo work would be required if that is incorporated)*



- *We understand that the majority of the electrical work is permitted and complete*
- *Assuming all furniture, appliances and equipment will be Owner Furnished and Contractor Installed*
- *Owner will provide information on pre-fabricated bathrooms and other similar items*
- *The Owner will manage and complete the Evergreen Sustainable Design Standards documentation. Design work will need to be based on ESDS direction noted.*
- *Client will engage additional design consultants beyond BCRA's team for coordination at beginning SD phase*
- *Client will provide comment and/or approval within 3 business days of ongoing receipt of deliverables; this is necessary to keep project on schedule*

*Deliverables:*

- *Initial project schedule and Project management plan*
- *Progress reports with invoices*
- *Meeting agendas and notes*
- *Large Format Schematic Design drawings*

## **Phase 30 – Construction Documents**

### Task A1 – Architecture

Develop the Construction Document drawings to the level suitable for permit submittal to the City of Chehalis, bidding and construction. The following activities will be performed:

1. Finalize building code summary sheets for submittal to the City of Chehalis.
2. Finalize coordination of the following building systems, performance criteria, associated details, products and specifications. Continue to coordinate with Client's design consultants. Time included for drawing review, back checking, phone coordination, etc. See assumptions.
  - a. Materials and finishes from County Construction Standards
  - b. Civil/Site Coordination
  - c. Mechanical, Electrical, Plumbing & Fire Coordination (*provided by consultant*)
  - d. Energy Code Consultant coord, if required
  - e. Cost Estimating coordination
3. Finish drawings, details, schedules and calculations for permitting and construction.
  - a. Permit set/Construction set to include drawings necessary to address required life safety and code required components and final permit comments. Permit/construction set will include the following drawings:
    - i. Cover Sheet
    - ii. Code Plans
    - iii. Architectural Site Plan
    - iv. Floor Plan
    - v. Partial Reflected Ceiling Plan for coordination
    - vi. Interior Elevations to address restroom accessibility requirements
    - vii. Partial Section
    - viii. Typical Accessible Standards and Details
    - ix. Project Details (interior door details, wall base detail, new exterior door and wall details)
    - x. Door Schedule and types
    - xi. New wall assembly types

4. Complete project manual and specifications. Consultants to provide specifications addressing their work. See exclusions for spec sections not included in scope.
5. Coordination on the Evergreen Sustainable Design Standard work. Documentation and selections by Owner. BCRA's work may require minor notes on the drawings or minor updates to the specifications to note requirements.
6. QA/QC review

**Meetings:**

- *Weekly team coordination meetings/teleconferences are proposed (6 total). Meetings will only include the team members necessary for the meeting agenda.*

**Assumptions:**

- *Duration for this phase will be 6 weeks to Permit Set.*
- *Client will provide final approval of all drawings*
- *The following specification sections are not included:*
  - *Division 0 – by client*
  - *Division 1 – by client*
  - *08 7100 Door Hardware Specifications and Schedules – by client's or general contractor's hardware consultant. BCRA can coordinate with hardware spec writer.*
  - *08 7400 Access Controls – by client's or general contractor's access control consultant*
  - *10 1400 Signage - by client's or general contractor's signage consultant (other than building code compliant signage)*
  - *USGBC/LEED documentation and certification*
  - *Hazmat & Environmental Specs*
- *Lighting plan and energy budget calculations by electrical consultant*
- *Value Engineering efforts to be additional services*

**Deliverables:**

- *Progress reports*
- *Permit Set in PDF format*
- *Construction Document Set in PDF format, if required based on addressed permit comments.*

**Phase 40 – Permitting****Task A1 – Architecture**

The following activities will be performed:

1. Prepare applications and documents for initial building permit submittal.
2. Time is included for 1 round of permit resubmittal and response to comments.
3. Due to the unpredictable nature of agency review timelines and plan review comments, services are being quantified with estimated hours. Should it be necessary to exceed the budgeted time, approval will be obtained through an add service request submitted in writing prior to proceeding with the work.

**Meetings:**

- *One (1) meeting is anticipated during this work*

**Assumptions:**

- *Duration for this phase will depend on City of Chehalis review process.*
- *BCRA has budgeted 45 hours for permitting efforts.*
- *Client will provide response, as needed from Owner and/or contractor's perspective, within one week of receipt of city comments*

**Deliverables:**

- *Progress reports with invoices*
- *One round of drawing revisions per city comments*

Contingent additional services are potential services that BCRA either has knowledge of occurring or may be necessary for the project. These services will not be performed without written approval by the Owner either via email correspondence or a signed additional service request.

**Phase 80 – Contingent Additional Services – Temporary Certificate of Occupancy (TCO)****Task A1 – Architecture**

This contingent additional service is to develop documents for submittal to the City of Chehalis to obtain a Temporary Certificate of Occupancy. This set will most likely be developed concurrently with the schematic design work. The following activities will be performed:

1. Interim code summary and code plans showing partial scope of work and potentially a different code path
2. Modify floor plans as needed to show minimal work as coordinated with Owner and City
3. Submit to City and coordinate with City staff
4. Coordinate with Owner

**Meetings:**

- *Two (2) meetings are anticipated during this work*

**Assumptions:**

- *Assuming that the TCO Permit Set will require out of sequence drawing development of certain elements in order to create the appropriate documents for submittal.*
- *BCRA has budgeted 22 hours for this contingent service.*
- *Assuming 2 hours of coordination with the jurisdiction for this effort*

**Deliverables:**

- Temporary Certificate of Occupancy (TCO) Permit Set

**Phase 81 – Contingent Additional Services – Exterior Design Elements****Task A1 – Architecture**

This contingent additional service is for the new exterior entry element on the north side of the building. The following activities will be performed for this work:

1. Partial demo plan for impacted area
2. Potential need for additional exterior as-built information
3. Floor plan update
4. Partial exterior elevations
5. Storefront types and schedule
6. New door type/schedule information
7. Exterior details (slab, wall details, storefront details, connections to existing soffit, etc.)
8. Update impacted specifications sections and/or create new ones
9. Coordination with Owner and potentially structural. Assuming minor coordination with MEPS subs.

*Meetings:*

- *One (1) Client meeting is anticipated during this work*

*Assumptions:*

- *This contingent add service assumes 46 hours*
- *We understand these design elements have not selected and that timing of design is yet to be determined.*

*Deliverables:*

- Updated Construction Document drawings and specification sections

## EXHIBIT B CIVIL ENGINEERING SCOPE OF SERVICES

### Phase 10 – Schematic Design & Information Gathering

#### Task C1 – Civil Engineering

This phase is intended to gain an understanding of the existing conditions including the site constraints. This effort will be the first design task and will include the following scope of work:

1. Attend the kick-off meeting to discuss project goals, understand facility needs, and discuss the project timeline.
2. Site visit to observe existing conditions.
3. Coordinate with project's consultants, including the Geotechnical Engineer and Land Surveyor.

#### *Meetings:*

- *Kick-off meeting of up to one (1) hour*
- *Site visit of up to two (2) hours.*
- *Follow-up meeting of up to one (1) hour, virtual.*

#### *Assumptions:*

- *Duration of this phase is assumed to be 4 weeks and will be concurrent with geotechnical investigation and land survey.*
- *Owner will engage a Geotechnical Engineer to perform on-site investigations to obtain infiltration rates and existing soil conditions.*
- *Geotechnical Report is needed before moving into the next phase.*
- *BCRA will engage a Land Surveyor to obtain a property survey along the road frontage including utility locations.*
- *Land survey is needed to complete the site constraints map and this phase.*
- *The site is free of contaminated soils.*
- *The site does not encompass wetlands, wetland buffers, or other critical areas.*

#### *Deliverables:*

- *Meeting agendas and notes.*
- *Draft and final schematic design.*
- *Up to two (2) monthly progress reports.*

### Phase 30 – Construction Documents

#### Task C1 – Civil

Develop the Construction Document drawings to the level suitable for permit submittal to the City of Chehalis, bidding and construction. The following activities will be performed:

1. Finalize road frontage design sheets for submittal to the City of Chehalis.
  - a. Finish drawings, details, schedules and calculations for permitting and construction. Permit set/Construction set to include drawings necessary to address required life safety and code required components and final permit comments. Permit/construction set will include the following drawings:
    - i. Cover Sheet
    - ii. Temporary Erosion Control Plan.
    - iii. Roadway grading and Storm design.
    - iv. Detail Sheets
2. QA/QC review

*Meetings:*

- *Weekly team coordination meetings/teleconferences are proposed (4 total). Meetings will only include the team members necessary for the meeting agenda.*

*Assumptions:*

- *Duration for this phase will be 6 weeks to Permit Set.*
- *Client will provide final approval of all drawings*
- *Value Engineering efforts to be additional services*

*Deliverables:*

- *Progress reports*
- *Permit Set in PDF format*
- *Construction Document Set in PDF format, if required based on addressed permit comments.*

**Phase 40 – Permitting**

Task C1 – Civil

The following activities will be performed:

1. Prepare applications and documents for initial roadway permit submittal.
2. Time is included for 1 round of permit resubmittal and response to comments.
3. Due to the unpredictable nature of agency review timelines and plan review comments, services are being quantified with estimated hours. Should it be necessary to exceed the budgeted time, approval will be obtained and an add service request submitted in writing prior to proceeding with the work.

*Meetings:*

- *One (1) meeting is anticipated during this work*

*Assumptions:*

- *Duration for this phase will depend on City of Chehalis review process.*
- *BCRA has budgeted 70 hours for permitting efforts.*
- *Client will provide response, as needed from owner and/or contractor's perspective, within one week of receipt of city comments*

*Deliverables:*

- *Progress reports with invoices*
- *One round of drawing revisions per city comments*



Brittnee Rains  
Project Manager  
(360)748-4000  
[brittbee@foresightsurveying.com](mailto:brittbee@foresightsurveying.com)  
1583 N. National Ave Chehalis, Washington 98532

We at Foresight Surveying, Inc., would like to offer our services to BCRA Design regarding the Night by Night Shelter Project.

Foresight Surveying, Inc. has a dedicated Survey Crew and Administrative Team with over 40 years of experience. Our capacities in all aspects of the survey field ensure our abilities to deliver to BCRA Design all the requirements outlined in this project proposal in a timely and workmanlike manner.

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# Foresight Surveying, Inc.

## Understanding of Requirements

### In-Scope

1. Mobilization and control
2. Target layout for Lidar
3. Tie-located utilities
4. Lidar review
5. Topographic Surveying
6. Digitizing and mapping topography
7. Subcontract Lidar topography

### Out of Scope

1. Subcontract for utility locates.

### Assumptions

1. Foresight Surveying, Inc. will provide additional information upon request to support and clarify the Approved Construction plans and existing conditions, if necessary, to resolve any conflicts with them.
2. At the end of the project, Foresight Surveying, Inc. will provide deliverables. The Deliverables will be a .dwg base file in Civil3D Autodesk and a PDF depiction of the project site at 22x32 size.
3. Additional Field Notes, coordinates, and exhibits consistent to reflect field work completed will be available upon request.





520 Kirkland Way Suite 301  
Kirkland, WA 98033  
P-425-828-0500 F-425-828-0700  
[www.prodims.com](http://www.prodims.com)

April 18, 2024

Joseph Rydman RA  
Principal Architect  
BCRA Design  
2106 Pacific Avenue  
Suite 300  
Tacoma, WA 98402

**Reference:** ProDIMS Fee Proposal - Lewis County Night by Night Shelter - Design Phase

Dear Joe,

Regarding the scope of work for SD and CD cost estimates based on the 4-15-24 emailed scope of work for the project enclosed is our fee proposal.

### Design Phase Cost Estimating

Included is:

- Develop construction cost estimates based on the plans, sketches, as-builts, design narratives, reports and photos for the submittals.
- The construction cost estimates are developed in MS Excel and formatted in Uniformat WBS with Spreadsheet Summary as determined for the Master Plan format.
- Updating the cost estimates based on the team and owner feedback within two weeks of delivering the estimate.
- Team meetings via conference calls.

Excluded from the estimating work is:

- Site visits and on-site meetings.
- Major reformatting of the estimates.
- Owner soft costs estimate.
- Construction schedule, Life Cycle Costs and value engineering studies are also excluded.

### Requested Design Team Information:

- Please provide one estimating set of design team plans (1/2 size are fine) and specifications via hardcopy or email or FTP in adobe pdf format files "to scale" (full or 1/2 scale) as a single package.
-



Thank you for considering our services on this project and work look forward to providing value to the design team process. Please contact me at 425-828-0500 if you have questions regarding this fee proposal.

Sincerely,

*Dennis Teschlog*

Dennis Teschlog  
Senior Estimator

**PRODIMS**

cc: project file

---

**May 2, 2024**Joe Rydman  
BCRA  
2106 Pacific Ave, Suite 300  
Tacoma, WA 98402**RE: Building Envelope Consulting/Testing on Lewis County Night by Night Shelter (Project No. 24049NX)**

Joe,

Thank you for your request for building envelope services on your shelter renovation project with Lewis County. I understand that the project consists of renovating a former office and bank building at 2015 NE Kresky Ave, Chehalis, WA into a permanent night-by-night shelter for people experiencing homelessness. The understanding is that the conversion will trigger a full energy code upgrade and our services are being requested to assist with air barrier design and possible UA calculations.

**Scope of Work/Fee Proposal**

All fees are fixed and include expenses unless noted otherwise.

**Design Services:****General Energy Code Consulting**

Assist with determining the required code path for energy code compliance. Fee assumes two meetings and a narrative outlining the compliance path once established.

**Building Envelope Detailing**

Prepare a package of applicable building envelope details in stand-alone set of documents that will be integrated with the overall architectural documents and specifications. Given that the current design includes limited work on the building envelope, these details will focus primarily on air sealing the structure to comply with air barrier requirements outlined in the WSEC. Specifications will be prepared by others and reviewed by NEXUS to ensure integration with the prepared details. Documents will be prepared in accordance with BCRA standards.

**Energy Code Permit Preparations**

If the owner elects to not do a whole building model, NEXUS will provide energy code compliance thermal calculations (UA calculations) per the 2018 Washington State Energy Code Commercial provisions.

**Testing Services:****Whole Building Air Leakage Testing:**

The Washington State Energy Code Commercial Provisions require all projects including a change of occupancy to pass an air barrier test to receive a Certificate of Occupancy. To assist in determining the best approach for meeting this testing requirement we propose performing a whole building air barrier test on the existing structure before design to determine how the existing building performs and where leaks need to be addressed. Leaks found in this pre-construction test can be addressed during construction and will improve the overall performance of the building once complete.



This pre-construction test involves testing the whole building in a single day following the testing protocols in ASTM E779 to determine the air leakage rate of the existing building. For reference, the 2018 Washington State Energy Code requires a passing air barrier test at 0.40 cfm/sf at 75 Pa. The size and configuration of the existing building will require roughly four (2) blower door assemblies and testing will be performed by two (2) Building Enclosure Specialists. **It is important to note that the building must be closed at the time of testing.** no occupants will be allowed to enter or leave the building once testing begins. Evening and weekend testing is available upon request at an increased rate for off hour work.

Results of the test will be documented in a written report with observed areas of air leakage captured using a FLIR T-series (540 or 640) infrared thermographic camera which will provide a visual depiction in both IR and visible light of thermal variations due to air movement.

**Qualifications and Exclusions:**

- A. NEXUS is functioning on this project as your representative but not as architect- or engineer-of-record, that responsibility will remain with BCRA and final determination/ acceptance of recommendations will be by BCRA and the owner. Additionally, NEXUS will not be directing work of the Contractor and any statements made on site are recommendations for consideration and approval by the architect and owner.

**Testing-specific Qualifications and Exclusions:**

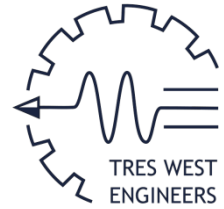
- B. This proposal is based on a set number of site visits for air barrier testing. Additional trips/tests required due to incomplete buildings, re-testing due to a failed test and/or for reasons outside of NEXUS's control are an additional service to be billed accordingly.
- C. All access and equipment necessary for access to the building for performing testing will be provided by the contractor.
- D. Power to perform testing will be necessary prior to testing team arriving on site. Any delay in the performance of testing due to lack of preparation may result in rescheduling testing activities and additional charges for mobilization and demobilization.
- E. NEXUS is responsible for confirming preparation of the building for air barrier, but the actual preparation of the building will be the responsibility of the general contractor or their designated agents.
- F. NEXUS is responsible for clearing its work area of equipment and testing materials following testing. However, NEXUS's scope of Services does not include, and NEXUS accepts no responsibility for, cleaning up or mitigating any movement or deposition of dust or particulate matter, nor for the impact of any testing on the building or site.
- G. Testing to be performed during regular business hours (8:00am - 5:00pm, Monday - Friday).

We are prepared to begin working on this project immediately upon receipt of your signed and approved contract. Please call or email with any questions, I can be reached at 253.495.8544 or [dittner@nexusbec.com](mailto:dittner@nexusbec.com).

Best regards,



Danfelle Ittner, AIA, NCARB  
Principal, Building Envelope Architect



May 3, 2024

Mr. Joseph Rydman  
BCRA  
2106 Pacific Ave # 300  
Tacoma, WA 98402  
253-314-0224  
jrydman@bcradesign.com

**RE: LEWIS COUNTY SHELTER – MEP ENGINEERING FEE PROPOSAL**

Mr. Rydman:

We are pleased to offer a fee proposal for the Shelter project located at 2015 NE Kresky Ave in Chehalis, WA. We understand the building to be a single story existing building equaling about 7,000sf. Our proposal is based on the RFQ dated 2-28-24 and the floor plan dated 4-4-24. It is our understanding that the bulk of the work has already been completed on the project and that this scope basically relates to a HVAC replacement. A summary of our proposed engineering services are listed below.

We understand that the project will be completed utilizing the Design/Bid/Build delivery method

- Provide Mechanical and Electrical engineering documents.
  - Coordination with other disciplines.
  - HVAC rooftop unit demolition
  - Demolition of existing HVAC ductwork covered by general coordination notes (as as-builts do not exist)
  - Proposed cut sheets for major equipment
  - HVAC calculations
  - HVAC system design based on VRF with ductless ceiling cassettes and wall mounted units.
  - DOAS ERV's with ductwork for ventilation air.
  - Condensate piping design
  - Power distribution system, one line diagram and electrical load calculations limited to HVAC renovations only
  - MEP Specifications
  - Add RV power outlet in back parking lot
  - Fire Sprinkler design build specifications and main service entry coordination with Civil
  - Fire Alarm design build specifications
  - Mechanical summary 2018 code compliance forms

Our mechanical design work will be limited to within (5) feet of the building exterior wall. All plans will be stamped by a Professional Engineer Licensed in Washington State.

Our engineering fee for the scope of services listed above is:

\_\_\_\_\_  
\_\_\_\_\_

**Deliverables:**

- SD (Drawings, and Cost opinion (ROM))
- DD (Drawings, Specification TOC, and Cost opinion (ROM))
- Building Permit (Drawings, calculations, Mechanical Summary forms)
- CD (Bid drawings, Electrical Permit drawings, Specifications)

**Exclusions:**

- Bidding and Construction Administration Support
- Acoustical analysis
- Rainwater/greywater collection and distribution systems
- Building Energy Simulation
- Building envelope R-value calculations and energy code forms.
- TSPR Analysis
- Arc Flash Study
- Building commissioning
- Permit fees
- Phased construction
- Photovoltaic design
- Design for alternate bids
- Drawing set is diagrammatic and does not include shop level detail drawings
- 30 day demand metering for electrical
- Owner requested design changes during construction
- Additional Meetings/site visits not specifically listed herein

**Assumptions:**

- Existing lighting and power (outlets, etc. are to remain) and will not be reconfigured.
- All mechanical design work is limited to outside five (5) feet of the building.
- Backgrounds will be provided for us in REVIT/AUTOCAD format
- Design drawings will be completed in 2D AutoCAD/3D REVIT
- Project will be completed utilizing the same version of AutoCAD/REVIT as it was started in.
- Project will be submitted as one permit submittal

- Project will be submitted as one bid package
- Project will not be phased construction
- Existing building electrical service has sufficient capacity
- Electrical plans will be submitted by Electrical Contractor for plan review. All plan review fees will be paid by Electrical Contractor or reimbursed to Tres West Engineers at cost + 10%.
- LEED accreditation will not be pursued.
- Project will adhere to the local codes under the 2018 code cycle
- All 3<sup>rd</sup> party software licenses.
- Meetings/Site Visits:
  - 1 – Site visit
  - 3 – Design review meetings (Virtual)
  - 3 – Design coordination meetings (Virtual)

Proposal is good for 90 days

Payment: Project will be billed monthly on a percentage complete basis. Payments are due within 30 days of invoice date.

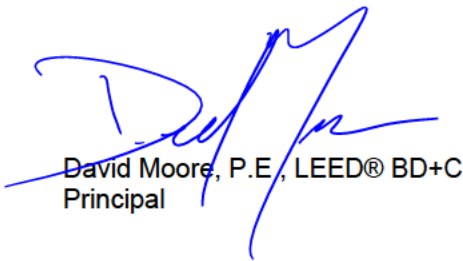
Diverse Inclusion Plan: Tres West Engineers, Inc. is a Women and Minority owned business and is certified MWBE, DBE, SCS

Our firm carries \$2million/\$4million aggregate in E&O insurance.

We appreciate the opportunity to be of service and look forward working with you. Please do not hesitate to call if you have any questions.

Sincerely yours,

Approved By:



David Moore, P.E., LEED® BD+C  
Principal

\_\_\_\_\_ Signature  
 \_\_\_\_\_ Print  
 \_\_\_\_\_ Date





**EXHIBIT H**  
**2024 BILLING RATES**

<b><u>Staff Category</u></b>	<b><u>Billing Rate</u></b>
Staff 15	\$ 255
Staff 14	\$ 235
Staff 13	\$ 225
Staff 12	\$ 215
Staff 11	\$ 205
Staff 10	\$ 195
Staff 9	\$ 185
Staff 8	\$ 175
Staff 7	\$ 165
Staff 6	\$ 155
Staff 5	\$ 145
Staff 4	\$ 135
Staff 3	\$ 125
Staff 2	\$ 115
Staff 1	\$ 105

*\*Rates are subject to an annual increase of \$5 per hour, effective January 1 each year.*

[End of Scope of Work]

**LEWIS COUNTY  
CONDITIONS OF AGREEMENT FOR ARCHITECTURAL OR  
ENGINEERING SERVICES**

Table of Articles

I. OWNER'S RESPONSIBILITIES	VII. COMPENSATION FOR ADDITIONAL SERVICES
II. BASIC SERVICES OF A/E AND REIMBURSABLES	VIII. COMPENSATION FOR REIMBURSABLES CHANGES DURING CONSTRUCTION
III. ADDITIONAL SERVICES AND	IX. MWBE PARTICIPATION
IV. A/E'S ESTIMATE OF CONSTRUCTION COST	X. TERMINATION
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**ARTICLE I - OWNER'S RESPONSIBILITIES**

A. Lewis County ("Owner" or "County") shall designate in writing a representative authorized to act on its behalf with respect to this Agreement.

B. Before any work is to begin under the terms of this Agreement, Owner shall issue Architect and/or Engineer ("A/E") a written Authorization to Proceed. Any work performed by A/E prior to receipt of the Authorization to Proceed shall be performed at A/E's risk.

C. Owner shall consult with A/E regarding the general and specific requirements for the Project and shall furnish A/E a copy of Owner's Project guidelines, including functional requirements, technical requirements, site requirements, sustainable design requirements, and any other conditions peculiar to the Project that may affect the design, location, schedule, or cost.

D. Owner may incorporate into the Project documents, drawings, and specifications provided by consultants retained directly by Owner. In such cases, authorship of such Contract Documents will be clearly identified.

E. Owner shall furnish required information, approvals and services as expeditiously as necessary for the orderly progress of the Work. A/E shall promptly notify Owner in writing in the event orderly progress of the Work is disrupted by failure of Owner to provide such information, approvals or services, and the Project Schedule shall be adjusted as mutually agreed.

F. When the Construction Cost Estimates or the lowest responsive, responsible bids differ from the project budget, Owner shall cooperate with A/E in making necessary program, design alternatives and budget decisions to reconcile the differences.

G. Owner shall reimburse the A/E for or shall separately furnish, if reasonably required for the Project and requested by A/E, a land survey of the site, prepared by a registered land surveyor. The survey shall indicate 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. The

survey shall also indicate 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.

H. Owner shall arrange and pay for the required advertisements for bid and other legal notices.

I. Owner shall reimburse the A/E for or shall separately furnish the services of a geotechnical engineer or other similar consultant necessary for determining soil, subsoil, and air or water conditions if such services are reasonably required by the Project. Such services may include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, and other necessary operations for determining soil, subsoil, air, or water conditions. Here, A/E has indicated that the only geotechnical work needed pertains to infiltration rates along the roadway for frontage and stormwater design, and therefore that is the sole geotechnical work Owner shall supply. Owner may supply other geotechnical information in its sole discretion.

J. Owner shall furnish other applicable testing services if reasonably required for the Project.

K. The A/E may reasonably rely upon the accuracy and completeness of Owner furnished services, information, surveys and reports required by Article I.

L. Owner will assist the A/E in coordinating the Project with all Agencies Having Jurisdiction (AHJ).

M. Owner shall provide information for the Project, including a program that shall set forth Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

N. Owner shall establish and update an overall budget for the Project, including the construction cost, Owner's other costs, and reasonable contingencies related to all of these costs.

## **ARTICLE II - BASIC SERVICES OF A/E**

### **A. General Items**

1. A/E shall exercise that degree of care, diligence, skill and judgment in the rendition of all services under this Agreement that is normally exercised by A/Es performing work for projects of a size, scope and complexity similar to this Project.
2. A/E acknowledges the relationship of trust and confidence established between A/E and Owner by this Agreement. Accordingly, A/E's acts shall be consistent with this relationship. A/E shall further the interest of Owner through appropriate administration, management and design.
3. Prior to the start of Schematic Design, A/E shall prepare for Owner's approval a written schedule for performance of A/E's services for the Project. The schedule shall be in the form and level of detail required by Owner. A/E shall periodically reevaluate the established schedule and promptly notify Owner in writing of any actual or anticipated deviation of A/E's services from the schedule. Any adjustments to the established time schedule shall be allowed only when approved in writing by Owner. A/E shall provide revised time schedules when so approved. Failure to meet the agreed upon schedule may be grounds for termination of the Agreement.
4. A/E shall design the Project in accordance with the Scope of Work and applicable federal, state and local laws, including statutes, ordinances, codes, orders, rules and regulations and if necessary the requirements for environmental documents prepared under the State Environmental Policy Act (SEPA). Review and approval of documents by Owner does not relieve the A/E from the responsibility to conform to applicable laws, statutes, ordinances, codes, rules or regulations.
5. A/E shall ascertain and coordinate the general requirements of all AHJ's.

6. A/E shall review information provided by consultants retained directly by Owner and shall coordinate the work of such consultants with A/E's work into an overall set of consistent drawings, specifications and other Contract Documents.

7. A/E shall, in a timely manner, designate and appoint Sub-consultants after conferring with Owner. A/E shall not appoint any Sub-consultant to which Owner has a reasonable objection. A/E shall incorporate the provisions of this Agreement, the Scope of Work and the requirements of the Project into the contracts with Sub-consultants. Upon Owner request, A/E shall furnish a copy of the Sub-consultants contract(s), to Owner. *A/E shall send written notification to the Owner within thirty (30) days following execution of this Agreement listing all Sub-consultant firms the A/E intends to use and the anticipated dollar value of participation. Identify MWBE firms and list their tax identification number (TIN).*

8. A/E and Sub-consultants shall ascertain from Owner the general and specific requirements for the Project including functional requirements, technical requirements, site requirements, sustainable design requirements, and shall ascertain any other conditions peculiar to the Project that may affect the design, location, schedule, or cost. A/E shall visit the site and observe existing site and facility conditions to confirm the adequacy of existing documentation and shall notify Owner of any apparent deficiencies in the documents provided.

9. A/E shall provide to Owner copies of Project documents per the Scope of Work. Project documents shall be in a form and style suitable for presentation, review, and reproduction. If requested by Owner, A/E shall furnish additional copies and be reimbursed for them at cost plus 10% as noted in the Scope of Work.

10. As set forth in the Scope of Work, A/E shall prepare, provide and submit documents, and otherwise assist Owner in making application for obtaining a building permit and other permits or approvals normally required for projects similar to this Project in size, scope and complexity. Upon application for such permits, A/E shall reply to all inquiries from governing agencies, including if appropriate one round of substantial changes to the Contract Documents approved by Owner, and assist Owner in expediting the issuance of all such permits or approvals. A/E shall keep Owner advised of all developments related to issuance of the permits, promptly provide Owner with copies of permit or approval related documents, and shall monitor the progress of the permit review for consistency with the time schedule established for the Project.

11. A/E shall meet with Owner as set forth in the Scope of Work to ensure that the developing design is meeting Owner's requirements. Minutes of the meetings will be prepared by A/E and distributed to attendees.

12. For services within the Scope of Work, A/E shall consult with Owner as needed in Owner's document review process. For services outside the Scope of Work, such consultation may occur at the hourly rates set forth in the Scope of Work.

13. A/E's key personnel and Sub-consultants designated for this Project shall remain assigned for the duration of the Project unless otherwise agreed to in writing by Owner. Owner shall not unreasonably withhold approval of staff changes. Owner may require substitution of any personnel or Sub-consultant provided that Owner has first notified A/E in writing and allowed a reasonable period for adjustments and/or corrections.

14. Through the design process, A/E shall assist Owner with analyzing the Project scope, design alternatives, schedule and budget options to keep the Project within budget. No value engineering is included, but A/E is aware of the tight capital budget for the project and its ongoing operating costs constraints, and will make design choices to facilitate project affordability.

15. Certain aspects of the Scope of Work, including but not limited to the mechanical engineering and energy-code consultant components, reflect high-end estimates of the work necessary for the project. If the project scope is narrowed (for example, if full HVAC replacement is unnecessary or if the whole building

is not required to comply with the energy code), A/E and its subconsultants will propose a deductive change order or deductive contract amendment to reflect the reduced scope and costs.

## **B. Schematic Design Phase**

1. Schematic Design shall occur as set forth in the Scope of Work.
2. If additional work is to be added, schematic design shall occur as follows:
  - a. Based upon Owner's approved program and/or pre-design documents, design guidelines and construction standards, as applicable, and upon receipt of Owner's authorization to proceed, A/E shall, in consultation with Owner and any other persons or entities designated by Owner, ascertain Owner's needs and further establish the general and detailed requirements for the Project. The Schematic Design Phase shall consist of two parts: a) Conceptual Design Alternatives and b) Schematic Design Documents. For Conceptual Design, A/E shall present alternatives to the Owner in an iterative, collaborative process. Upon approval of the Conceptual Design by the Owner, A/E shall prepare the Schematic Design Documents. The Schematic Design documents shall comply with requirements set forth in Attachment A.
  - b. A/E shall submit to Owner a Construction Cost Estimate projected to the expected time of bid, itemized by major categories, to give reasonable assurance that construction costs will not exceed the available budget. The format of the estimate shall be based on Unifomat, CSI Master Format, or other format approved by the Owner. The Construction Cost Estimate shall establish a preliminary schedule setting forth the expected period of time required for completion of construction.
  - c. Prior to the printing of final Schematic Design documents for Owner, A/E shall submit for Owner's approval a checklist, noting and explaining any exceptions or omissions to the requirements of Attachment A.
  - d. A/E shall provide a timely written response, in accordance with the schedule, to all Owner's review comments in a format approved by Owner.
  - e. A/E shall secure Owner's written approval of the Schematic Documents. If significant revisions are required to secure Owner's approval, A/E shall incorporate such revisions into an integrated reference set of documents as required by Attachment A.

## **C. Design Development Phase**

1. Design Development work shall occur, if specified the Scope of Work, as so specified.
2. If additional work is to be added, design development work shall occur as follows:
  - a. Upon written authorization to proceed from Owner, A/E shall prepare, based upon the approved Schematic Design documents, Design Development documents required to fix, describe and illustrate the full size, character and scope of the Project. The Design Development documents shall comply with the requirements of Attachment A.
  - b. The A/E shall submit to Owner an updated and itemized Construction Cost Estimate including an updated Project Schedule, based on the completed Design Development documents, in the same format as the Estimate prepared for the Schematic Design Phase. The updated Construction Cost Estimate shall include a design contingency and be in sufficient detail to give reasonable assurance that construction costs will not exceed the budget.

c. Prior to the printing of final Design Development documents for Owner, A/E shall submit for Owner's approval a checklist, noting and explaining any exceptions or omissions to the requirements of Attachment A.

d. A/E shall provide a timely written response, in accordance with the schedule, to all Owner's review comments in a format approved by the Owner.

e. A/E shall secure Owner's written approval of the Design Development documents.

#### **D. Construction Documents Phase**

1. Construction Documents phase work shall occur as specified in the Scope of Work.

2. If additional work is to be added, construction documents work shall occur as follows:

a. Upon written authorization to proceed from Owner, A/E shall prepare, based upon the approved Design Development documents, Construction Documents consisting of Drawings, Specifications and other documents setting forth in detail the scope of the Project. Such documents shall describe materials, standards of workmanship, finishes, equipment and the conditions affecting the Work required to be performed in all divisions of the construction work and comply with the requirements of Attachment A, Document Requirements. A checklist based on Attachment A shall be submitted with the Construction Document review sets noting any exceptions or omissions to the requirements of Attachment A.

b. In preparing the Construction Documents, A/E shall, in consultation with Owner, prepare the necessary bidding information, bidding forms, and the project manual, which shall include Owner's General Conditions of the Contract, Supplemental Conditions, instructions to bidders, and prevailing wage rates as furnished by Owner, and ensure that the subsequent divisions of the Construction Documents are consistent therewith.

c. Original drawings shall be prepared utilizing computer aided drafting (CAD) or building information modeling system (BIM), when approved in advance by the Owner. All information on drawings shall be clearly legible when reduced to half size.

d. Construction Document drawings and other deliverables shall be provided as set forth in the Scope of Work. PDF is the preferred file format.

e. A/E shall conduct a detailed intra- and interdisciplinary document check in accordance with its customary Quality Assurance requirements. This document check and the resulting corrections must be completed for Owner's review prior to printing of the Construction Documents. A/E shall submit to Owner documentation confirming that the document check has been completed.

f. i) A/E shall prepare a detailed Construction Cost Estimate, including an updated Project Schedule, based on the completed Construction Documents. The final detailed Construction Cost Estimate shall include an itemization of costs for each additive or deductive alternate proposed.

ii) A/E shall propose and prepare bid alternates to provide reasonable assurance that Owner will be able to award a Construction Contract that does not exceed the budget. Only Work and items approved by Owner shall be included in the bid alternate category. The number of alternates shall be kept to a minimum. The total of the estimates for base bid(s) and all additive bid alternates shall not exceed the budget, unless approved prior to bidding by the Owner.

iii) A/E shall prepare and submit to Owner a list of required Contractor submittals that the A/E recommends be included in the Construction Contract for review and approval.

iv) A/E shall submit to Owner four (4) sets of prints of the completed construction drawings, four (4) copies of the specifications, and two (2) copies of the structural, mechanical and electrical calculations. Review or approval of the drawings, specifications and calculations and other Construction Documents by Owner shall not relieve A/E of any responsibility for their completeness and accuracy.

v) Plan Review approvals from all Authorities Having Jurisdiction shall be secured prior to issuance of the bid advertisement, unless approved in advance by the Owner.

g. A/E shall secure Owner's written approval of the Drawings and Specifications, the final Construction Cost Estimate, and any and all bid alternates. In the event that the Construction Cost Estimate exceeds the budget, the A/E shall present design options to the Owner for the purpose of reducing the construction cost to within the budget and the construction documents shall be modified.

### **E. Bidding Phase**

1. Owner shall manage the bidding process, including invitations to bid, bid reviews, contract award and all related administrative and project management tasks. Notwithstanding the foregoing, A/E is preparing the construction documents, and consultation with Owner about appropriately reflecting those documents in the bid package shall be considered part of A/E's services in completing the project manual and specifications.

### **F. Construction Phase**

1. Upon award of the Construction Contract and the Owner's notice to proceed, A/E shall provide construction phase services as set forth in the Scope of Work. In general and subject to the Scope of Work, Owner (through a contracted representative) will manage the construction work; however, A/E will provide services supporting permitting.

2. As requested by Owner and using the hourly rates specified in the Scope of Work, A/E shall consult with Owner during the Construction Phase to help Owner ensure that construction documents, specifications, and other A/E work are correctly implemented as construction is managed. Instructions to the Contractor shall come from Owner. Subjects of A/E's consultation with Owner include, but are not limited to instructions to the contractor; interpretations of the requirements of the Contract Documents necessary for the proper execution or progress of the work promptly so as not to cause a delay; general conformance with the Contract Documents; field questions; and questions concerning materials, equipment, tests and inspections. A/E shall respond reasonably promptly to requests to consult on such matters. Such consultation is not for the purpose of determining the accuracy and completeness of details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by Contractor. A/E's consultation on a specific item shall not indicate approval of an assembly of which the item is a component.

3. A/E may be asked to prepare necessary documents for changes in the Work including revision drawings, cost estimates and reasons for change; or may be asked to analyze and recommend disposition of proposals from Contractor. If such work exceeds the Scope of Work, it may be billed in the following fashion in order of priority: (1) absorbed into the existing fees if there is otherwise an unspent or underspent line item in those fees; (2) billed for a maximum amount agreed upon by Owner and A/E, which is reduced to match hourly rates if hourly rates would result in a lower amount; or (3) billed hourly, if Owner and A/E cannot agree on a maximum amount or agree to forego setting a maximum amount.

4. Owner shall be responsible to determine and certify the amount owing to Contractor, based on observations and evaluation of Contractor's Application for Payment. Owner may consult with A/E for specific questions pertaining to such a determination to which A/E's work is relevant.

5. Owner shall be responsible to review Contractor's progress and conduct on-site inspections for conformance with the Construction Documents. Owner may consult with A/E on this subject as noted in paragraph F.2, above.



6. The A/E shall select finish materials and colors from the County Construction Standards subject to the Owner's approval.

7. A/E 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 Agreement, shall not be responsible for Contractor's failure to carry out the Work in accordance with the Contract Documents.

#### **G. Construction Completion Phase**

1. Owner shall conduct pre-final inspection of the project and decide whether to accept the project as final. Owner may consult with A/E on these inspections as it may pertain to A/E's work.

2. Owner may ask A/E to review materials such as written guarantees, manuals and instructions from Contractor as required by the Construction Documents upon completion of construction and prior to acceptance of the Project by Owner to ensure that they conform to A/E's work.

3. Owner may ask A/E to review the Project field record drawings, specifications, and/or as-builts from the Contractor for clarity, completeness, and consistency with A/E's work. A/E shall provide reviewed Contractor's set to the Owner. As an additional service upon request and subject to an additional fee, the A/E shall modify the original Construction Drawings and Specifications to conform to the Project record drawings and specifications provided by the Contractor at completion of construction.

### **ARTICLE III - ADDITIONAL SERVICES AND REIMBURSABLES**

**A.** Services in the Scope of Work are the basic services included in this contract. Services that can be added in accordance with the Scope of Work may be added according to its terms and for such fees as set forth therein. This Article sets forth the manner in which additional services beyond those may be added.

**B.** The services described in this Article III are not included in Basic Services unless so identified elsewhere in this Agreement and shall be paid for as provided in Article VII. However, Owner has no obligation to pay A/E for Additional Services performed by A/E prior to receipt of Owner's authorization for such services. Owner reserves the right to employ other means to accomplish said services.

**C.** Upon request, Owner shall pay for the following Additional Services performed, furnished or incurred by A/E, provided that A/E is not obligated to perform, furnish or incur such services as a part of A/E's Basic Services unless set forth in the Scope of Work.

1. Making or assisting in making planning surveys and special analyses of Owner's needs and requirements for the Project or preparing or assisting in the preparation of Owner's program.

2. Providing additional on-site Project representation of A/E beyond the extent to which such representation is already provided for in Article II, Basic Services of the A/E.

3. Providing consultation or contract administration for the replacement of any Work damaged by fire, accidental or natural causes during construction, provided that such damage was not caused by the fault or negligence of A/E; providing professional services or arranging for the Work to proceed should Contractor default in the performance of the Construction Contract or become delinquent or insolvent.

4. Providing specialized, detailed, complex design, or services of special consultants which exceeds the Basic Services such as:

Energy Life Cycle Cost Analysis  
Thermal Scans

Acoustical Consultant  
Hazardous Material Consultant

Communications Consultant  
Geotechnical Investigation  
Site Survey  
Indoor Air Quality  
Elevator  
Security  
Audio Visual  
Specialized Lighting Consultant

Making Public Presentations  
Hospital/Laboratory Consultant  
HVAC Balancing  
Interior Design Consultant  
Kitchen Consultant  
Testing  
Graphics

5. Providing consulting services for Owner-supplied equipment or components to be incorporated into the Construction Contract.
6. Providing design services relative to future facilities, systems and equipment that were not defined in the initial program and/or not incorporated into the Construction Contract.
7. Providing detailed evaluations of existing facilities, and surveys or inventories required in connection with work not intended to be constructed as part of the Project.
8. Providing assistance in design and implementation of formal commissioning or training pertaining to the utilization of equipment or system(s).
9. Providing services after issuance to Owner of the final Certificate for Payment, except as in Article II. G. 4.
10. Preparing to serve or serving as an expert witness in connection with any arbitration or other legal proceeding provided that such proceeding is not caused or contributed to by the actions of A/E.
11. Revising drawings or specifications previously approved by Owner when such revisions are due to changes in Project scope, program changes, changes required by the enactment of revisions to codes, laws, or regulations subsequent to the preparation of such documents, or other changes directed by Owner that are not normally made as a part of the Schematic or Design Development phases.
12. Providing services for securing separate bids and for additional contract administration if the Owner requests that the construction work be divided in a manner that increases the A/E contract administration effort or if Owner requests separate bid packages.
13. Providing brochures, special graphic presentations, or detailed professionally-built architectural models beyond those required to comply with Article II.
14. Preparing the Project for temporary suspension by Owner or recommencement of the Project after any suspension period, provided that any temporary suspension of the Project is first affirmed in writing by Owner and is not caused by actions of A/E.
15. Preparing of bid alternates drawn or specified by A/E, providing the bid alternates were drawn or specified at the written request of Owner, and are not for the purpose of conforming to the estimated Maximum Allowable Construction Cost.
16. Participation in a formal partnering process.
17. Providing services during the construction phase in connection with changes in the work. Services performed in connection with changes due to a negligent error or omission of A/E will not be compensated as Additional Services. (See Article VIII regarding compensation for changes during construction).

18. Coordination between the Work of this Project and other related projects for which Owner has agreements with other consultants and/or contractors.

19. Providing services for participation in Value Engineering or Constructability Review processes requested by Owner and conducted by Owner's separate consultant, which goes beyond normal written review and comment on Value Engineering and Constructability Review reports. Incorporating Constructability Review comments that clarify Construction Documents without changing the scope of work is not an additional service.

20. Providing services for registration, documentation, and associated services required for sustainable design Project certification with the US Green Building Council Leadership in Energy and Environmental Design (LEED)<sup>®</sup> or equivalent process.

21. Providing a preconstruction presentation of the Project design to Owner representatives beyond such services already provided for in Article II, Basic Services of the A/E.

22. Modifying the original Construction Documents to conform to the Project field record drawings and specifications provided by the Contractor at completion of construction. The record drawings and specifications shall be completed by the A/E and submitted to the Owner within 60 days of the A/E's receipt of the Project field record drawings from the Contractor. The submittal shall be in an electronic format acceptable to the Owner, one full-size set of scaleable drawings on approved bond paper and one complete copy of the record specifications. The documents shall be marked as Project Record Drawings and Specifications.

23. Providing a list and complete matrix of tests and inspections required for the Project in a format approved by the Owner.

**D.** If A/E is asked to administer the Construction Contract, A/E shall be entitled to Additional Services compensation for this administration. Construction completion phase services (Article II G) will not be compensated as Additional Services unless A/E is request to take on responsibilities assigned to Owner therein.

**E.** For services beyond those in the Scope of Work, Owner shall pay for the following Reimbursable expenses incurred by A/E, provided that A/E is not obligated to incur such expenses as a part of Basic Services. Owner will pay A/E an additional 10% of authorized reimbursable expenses as a handling fee.

1. Providing additional copies of drawings, specifications, studies, reports, Contract Documents, correspondence and/or papers received or issued by A/E as requested by Owner.
2. Providing printing and distribution of Bid Documents.
3. Providing special test equipment required to accomplish A/E services which is to become property of the Owner.
4. The customary and approved travel and per diem costs to the A/E during the course of Basic and Additional Services as detailed in the Agreement.

#### **ARTICLE IV - A/E'S ESTIMATES OF CONSTRUCTION COST**

**A.** A/E shall provide estimates of constructions costs as set forth in the Scope of Work.

**B.** Additional cost estimates may be negotiated for an additional agreed-upon fee.

#### **ARTICLE V – DEFINITIONS FOR BASIS OF COMPENSATION**

[Reserved]

#### **ARTICLE VI - COMPENSATION FOR BASIC SERVICES**

- A.** Compensation for services in the Scope of Work shall be as set forth therein. Additional services contemplated in the Scope of Work shall be compensated as set forth for the additional costs therein.
- B.** Owner shall make payment for A/E services monthly. The payments shall be in proportion to the progress of A/E's work. Final payment for each phase shall become due and payable upon completion and written approval by Owner of that phase of A/E's work.
- C.** Owner shall make no deduction from A/E's compensation on account of penalties, liquidated damages or other sums withheld from Contractor(s) through no fault of A/E.
- D.** A/E shall submit requests for payment monthly via invoice. A/E shall demonstrate to Owner that sufficient progress has been made to support the invoice amount. Owner shall make payment within 30 days of presentation of a properly prepared invoice.
- E.** A/E shall pay each Sub-consultant upon receipt of payment from Owner. Failure of the A/E to make payments to Sub-consultants may be considered non-performance and cause for termination.

#### **ARTICLE VII - COMPENSATION FOR ADDITIONAL SERVICES AND REIMBURSABLE EXPENSES**

- A.** Services beyond those in the Scope of Work may be compensated as set forth in this Agreement. Unless otherwise agreed in writing by Owner, A/E shall be paid for authorized Additional Services and Reimbursable Expenses either on the basis of a stipulated sum agreed upon with Owner, or on the rates and unit costs set forth in this Agreement.
- B.** Owner shall make payments monthly for authorized Additional Services and Reimbursable Expenses, within 30 days of presentation of a properly prepared A/E's invoice.
- C.** When requesting payment for Additional Services or Reimbursable Expenses, A/E shall submit an itemized billing showing unit cost and quantity of each item billed, and referencing the specific authorizing document.

#### **ARTICLE VIII - COMPENSATION FOR CHANGES DURING CONSTRUCTION**

- A.** The method of arriving at the compensation to be paid for the A/E's work required by authorized changes to the Construction Contract shall be as follows:
1. If the construction changes resulted from some negligent defect, flaw, oversight, lack of accuracy, mistake or other fault of A/E, no additional charge.
  2. Otherwise, as set forth in paragraph F.3 of Article II, above.
- B.** The procedure for invoicing and payment shall be the same as in Article VI, above.

#### **ARTICLE IX - MWBE PARTICIPATION**

- A.** For services beyond the Scope of Work, the A/E agrees it will undertake affirmative action efforts to utilize Minority Owned and Woman Owned Business Enterprises (MWBE) firms either certified by the Office of MWBE or self-identified in the execution of this Agreement. The voluntary goals are stated in this Agreement. Voluntary affirmative action efforts include but are not limited to the following:
1. Advertising opportunities for sub-consultants either through newspaper/journal ads, or through direct solicitation from MWBE firms.
  2. Providing MWBEs that express interest with adequate and timely information about the Project, its scope, and the requirements of the Agreement.

**B.** For services beyond the Scope of Work, the A/E shall furnish a statement with each invoice for payment, on a form designated by Owner, of the actual dollars earned by each certified and self-identified MWBE firm utilized and the totals earned in each category.

## **ARTICLE X - TERMINATION AND SUSPENSION**

### **A. Termination by Owner for Cause.**

If, through any cause and after reasonable notice and an opportunity to cure, A/E shall fail to fulfill in timely and proper manner A/E's obligations under this Agreement, or if A/E shall violate any of the covenants, agreements, or stipulations of the Agreement, Owner shall thereupon have the right to terminate this Agreement by giving written notice to A/E of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. A/E shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to the effective date of termination. Such compensation shall be based on the value of such work to Owner. Notwithstanding the above, such compensation for work completed shall not relieve A/E of liability to Owner for damages sustained by Owner by virtue of any breach of the Agreement by A/E. Owner may withhold reasonable amounts of the payments to A/E until such time as the exact amount of damages due Owner from A/E is determined.

### **B. Termination for Convenience of Owner.**

Owner may terminate this Agreement at any time by a written notice to A/E. Upon receipt of the notice, the A/E shall immediately discontinue all services affected, unless the notice directs otherwise. If the agreement is terminated by Owner, as provided herein, the A/E shall be paid for the percentage completed as compared to the phase percentages in the Agreement plus all eligible reimbursable expenses incurred up to the date of termination. The A/E shall be reimbursed for that portion of the actual eligible and documented out-of-pocket expense not otherwise reimbursed under this Agreement incurred by the A/E during the Agreement period which are directly attributable to the uncompleted portion of the services covered by this Agreement. There shall be no payment for anticipated profit, unperformed services, or unabsorbed overhead.

### **C. Suspension by Owner.**

Owner may suspend the Project at its sole discretion. If the Project is suspended by Owner for more than 30 consecutive days, A/E shall be compensated for services performed prior to the notice of suspension, provided the suspension was not caused by A/E's negligence or wrongful act. A/E's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of A/E's services. Upon written notice by Owner to resume services, A/E shall promptly continue with its responsibilities under this Agreement.

In the event of termination or suspension as provided for above, all construction drawings, sketches, renderings, models, other reproducible drawings, surveys, reports, photographs, calculations, prepared by A/E under this Agreement, copies of all correspondence and papers received or issued by A/E and all equipment and publications authorized by Owner for purchase shall be delivered to Owner upon request and Owner shall have the same rights to their use as if the termination or suspension had not occurred, provided, however, that A/E has been compensated according to this article.

### **D. Termination by A/E.**

This Agreement may be terminated by A/E if, after reasonable notice and an opportunity to cure, Owner should fail substantially to perform in accordance with the terms of this Agreement through no fault of A/E. A/E shall give written notice to Owner of such termination at least five days before the date of termination. If the Project is suspended by Owner for more than 90 consecutive days, A/E may terminate this Agreement by giving written notice.

## **ARTICLE XI - GENERAL REQUIREMENTS**

### **A. Personnel**

The services to be furnished under the terms of this Agreement shall be performed by A/E and the sub-consultants, agreed to jointly by A/E and Owner, and shall not be assigned or subcontracted further, in whole or in part, without the express written consent of Owner.

## **B. Records**

1. Final surveys, reports, Contract Drawings and Specifications, and calculations shall be signed and stamped by an Architect or Engineer licensed in the State of Washington and provided to Owner.
2. Records of A/E's payroll, consultant and Reimbursable expenses pertaining to the Project shall be kept on a generally recognized accounting basis, shall be available to Owner or its authorized representatives at mutually convenient times, and shall be retained for six years after final acceptance of the Project.

## **C. Nondiscrimination.**

During the performance of this Agreement and in considering offers from and doing business with Sub-consultants, A/E shall not discriminate against any person because of race, color, creed, sex, national origin, marital status, age, the presence of any sensory, mental or physical disability, or status as a special disabled or Vietnam Era veteran.

## **D. Regulated materials requiring special handling or abatement**

1. Owner will provide to A/E the information required by WAC 296-62-054 regarding hazardous materials preexisting at the job site.
2. The existing facilities involved in this Project may contain hazardous materials. Owner shall determine if hazardous materials exist in or adjacent to the Project area. If A/E becomes aware that hazardous materials exist in or adjacent to the Project area, A/E shall inform Owner. Owner shall investigate and test these materials to determine the extent and nature of the hazardous materials, and decide on appropriate procedures to abate the hazardous materials or protect it during construction. Owner may separately contract with a hazardous materials consultant for this purpose.
3. If hazardous material abatement is required, it may, at Owner's sole discretion, be dealt with either as a separate construction contract or as a part of the general Construction Contract for the Project.
4. If Owner chooses to include abatement as part of the general Construction Contract for the Project, or if measures are required to protect the hazardous material during construction, the drawings and specifications related to the hazardous material work shall be prepared by Owner (or by a consultant separately hired by Owner for this purpose), and provided to A/E by Owner for inclusion in the set of Contract Documents prepared by A/E. All Drawings and Specifications for the hazardous material work shall clearly identify the author of such Drawings and Specifications.
5. Any questions that arise related to hazardous materials shall be referred to Owner for resolution, and A/E shall not be required to do any work nor render any opinions related to hazardous materials questions. A/E shall coordinate to assure consistency between the Work and schedule of A/E and of the hazardous material work.

## **E. Insurance**

A/E shall maintain at A/E's own expense and for the life of this Agreement, the insurance type and amount of coverage indicated below. Insurance coverage shall not be canceled or materially modified without 45 days notice to Owner. Insurance is to be placed with a carrier that has a Best's Guide rating of at least A-, VI. The Owner shall be named as an Additional Insured on all policies except Workers Compensation and Professional Liability. If requested by the Owner, A/E shall submit certificates of insurance for the required coverage.

1. **Commercial General Liability Insurance** using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability.

- Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.
2. **Workers' Compensation** on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
  3. **Business Auto Coverage** on ISO Business Auto Coverage form CA 00 01 including owned, non-owned and hired autos, or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall obtain evidence of personal auto liability coverage for each such person.
  4. **Professional Liability Coverage** in an amount of no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits.
  5. **Excess or Umbrella Liability Insurance** (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Such policy or policies shall include as insureds those covered by the underlying policies, including additional insureds. Coverage shall be "pay on behalf", with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to County for injury to employees of Contractor, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of County following receipt of proof of insurance as required herein.

Policy or policies must list Lewis County as "primary, non-contributory" additionally insured.

A/E shall require its sub-consultants to obtain and maintain the insurance coverages set forth in Section XI.E, except Umbrella Excess Liability.

**F. Defense & Indemnity Agreement:**

To the fullest extent permitted by law, the A/E agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, agents, and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, which 1) are caused in whole or in part by any negligent act or omission, of the A/E, its employees, agents or volunteers, or A/E' sub consultants and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from or in connection with performance of this Agreement; or 3) are based upon the A/E's or its sub consultants use of, presence upon or proximity to the property of the County. A/E's indemnity obligations shall extend to, but shall not be limited to, claims for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom). This indemnification obligation of the A/E shall not apply if the claim, damage, loss or expense is caused by the sole negligence of the County. This indemnification obligation shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the A/E hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the Contractor are a material inducement to County to enter into this Agreement, are reflected in the A/E's compensation, and have been mutually negotiated by the Parties.

Participation by County – No Waiver; Survival of A/E Indemnity Obligations; Indemnity by Subcontractors:

The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and any such participation shall not constitute a waiver of A/E's indemnity obligations under this Agreement.

The A/E agrees all A/E's indemnity obligations shall survive the completion, expiration or termination of this Agreement.

In the event the A/E enters into subcontracts to the extent allowed under this Agreement, the A/E's subcontractors shall indemnify the County on a basis equal to or exceeding A/E's indemnity obligations to the County.

#### **G. Corrections**

The A/E shall promptly correct any negligent errors, negligent omissions, or negligence in the performance of A/E services at no additional cost to the Owner. The Owner may pursue a claim against the A/E for some or all of the Owner's costs resulting from A/E's errors, omissions, or negligence.

#### **H. Approvals**

Owner's review, approval, acceptance, use, or payment for all or any part of A/E's services or of the Project itself shall in no way alter A/E's obligations or Owner's rights hereunder.

**I. Representations.** A/E hereby represents to Owner the following:

1. That A/E is financially solvent, able to pay A/E's debts as they mature and that A/E possesses sufficient working capital to complete the services required,
2. That A/E is able to furnish any and all of the facilities, tools, materials, supplies, equipment and labor required to complete the services required and to perform all of A/E's obligations hereunder and has sufficient experience and competence to do so; and
3. That A/E's execution of this Agreement and A/E's performance thereof is within A/E's duly authorized powers; and
4. That A/E agrees that the representations in this Subparagraph XI.I shall survive the execution and delivery of this Agreement.
5. That A/E shall comply with all applicable state and local laws, statutes, and ordinances relating to professional registration, licensing and authority to perform all of A/E's obligations required to be performed under this Agreement.
6. That A/E's duly authorized representative has visited the Project, become familiar with the local conditions under which the services required hereunder are to be performed and correlated A/E's observations with all of the requirements of the Construction Contract Documents.

#### **J. Jurisdiction**

This Agreement shall be deemed executed in the county in the State of Washington in which the Owner's contracting authority resides. The laws of the State of Washington shall govern the interpretation and application of its provisions.

#### **K. Time**

Time is of the essence of each and every provision of this Agreement. This provision is not intended to alter the A/E and Owner's intended schedule set forth in the Scope of Work.

#### **L. Use of Documents**

1. The Drawings, Specifications and other documents, including drawings and specifications prepared in CAD form and stored on magnetic media, prepared by A/E or A/E's sub-consultants for this Project are intended for use solely with respect to this Project. Owner shall be permitted to retain copies, including reproducible copies and originally stamped copies of A/E's Drawings, Specifications and other documents for information, and reference in connection with Owner's use and occupancy of the Project. Owner shall not use A/E's Drawings, Specifications or other documents for other projects, provided that it is expressly understood and agreed that Owner shall have the right to utilize A/E's Drawings, Specifications and other



documents to expand the Project, correct any deficiencies, make any renovations or repairs to the Project, or use for future project design other than the construction of another building. Original construction drawings, sketches, renderings, models, other reproducible drawings prepared under this Agreement, surveys, reports, photographs, construction phase documentation prepared by A/E, copies of all correspondence and papers received or issued by A/E and all equipment or publications authorized by Owner for purchase shall be delivered to Owner upon request if such request is made during the Project or within five years after Substantial Completion. The A/E shall be permitted to remove all indicia of its ownership and/or involvement from electronic records such as CAD drawings or documents stored in electronic record format. Any use or reuse by the Owner of drawings, specifications and other documents, including electronic record documents, will be without liability or legal exposure to the A/E.

2. A/E may use renderings or photographs of the Project for promotional purposes. Owner may upon written notice to A/E limit or withdraw its permission to use Project materials for promotional purposes. A/E shall not use drawings, specifications and other documents prepared for this Project for any other purpose unrelated to this Project, without Owner's written consent.

#### **M. Claims and Disputes**

1. A Claim is a demand or assertion seeking, as a matter of right, adjustment or interpretation of this Agreement, payment of money, extension of time or other relief with respect to the terms of this Agreement. The term "Claim" also includes other disputes and matters in question between Owner and A/E arising out of or relating to the Project. Claims must be made by written notice. The responsibility to substantiate Claims rests with the party making the Claim.

2. The parties shall expeditiously attempt to resolve all Claims and disputes in a non-litigious manner. If the claim or dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute through mediation under the Construction Industry Mediation Rules of the American Arbitration Association, or other mutually agreeable equivalent format, before resorting to arbitration, litigation or some other dispute resolution procedure.

3. Upon demand by Owner, any claims between Owner and A/E, Contractor and A/E, Owner and Contractor, Owner and Contractor's Guarantor, or Contractor and its subcontractors and suppliers, shall be submitted in a single forum, and Owner may consolidate or join any of the above named parties in the action. Other third parties may be joined upon notice of either A/E or Owner and with the consent of such third party. Thereafter, such third parties shall be bound by the results of such dispute resolution process to the same extent as the original parties to the dispute.

#### **N. SEVERABILITY**

Should any provision of this Agreement, at any time, be in conflict with any law, ruling or regulation, or be unenforceable for any reason, then such provision shall continue in effect only to the extent that it remains valid. In the event any provision of this Agreement becomes less than operative, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.

#### **O. COMMUNICATION**

Communications by and with A/E's consultants shall be through A/E. Notwithstanding anything to the contrary in this Agreement, Owner has not relinquished its right to communicate with Contractor directly.

#### **P. SUCCESSORS AND ASSIGNMENT**

Owner and A/E, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representative of such other party with respect to all covenants of this Agreement. Neither A/E nor the Owner shall assign this Agreement without the written consent of the other party.

#### **Q. LIMITATION**

Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either Owner or A/E.

## **R. AGREEMENT**

This Agreement represents the entire and integrated Agreement between Owner and A/E and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and A/E. This agreement was mutually negotiated and shall not be construed against either party.

### **ARTICLE XII - QUALITY ASSURANCE**

**A. General Requirements.** A/E shall provide a Quality Assurance (QA) Program on all projects, that shall encompass all planned and systematic activities with the goal of achieving a Project that will perform as intended in service, meet the program requirements, and comply with the terms of this Agreement. As a minimum, the QA program shall meet the following requirements:

1. A/E QA program shall cover activities affecting quality performed by A/E for Owner.
2. All elements of the Drawings and Specifications shall be checked by A/E and such checks shall be made by persons other than those preparing the materials and by professional personnel trained in that specific discipline with the goal of:
  - a) Assuring the completeness of the Drawings and Specifications delivered by the A/E.
  - b) Assuring a high level of construction quality and avoiding change orders to construction contracts that are caused by conflicts, ambiguities, inaccuracies, and deficiencies in and between the construction Drawings and Specifications. Quality Assurance is not a guarantee that these things will not occur; it is a process intended to prevent them within reasonable professional parameters.
3. A/E shall include in all sub-consultants' contracts the QA requirements defined herein.
4. The QA program shall be implemented upon the issuance of Authorization to Proceed and continue for the duration of activities covered by this program.
5. A/E shall provide Owner access to activities and records affecting quality to confirm implementation of the QA program. A/E shall retain and maintain identifiable, legible, and retrievable QA records for the duration of the Project. QA records will be turned over to the Owner, if requested, upon completion of the Work.

#### **B. Specific Requirements.**

Due to the smallish size of the project, A/E shall furnish only a general overview of its QA program to Owner.

### **ARTICLE XIII - GLOSSARY**

**A/E:** Architect/Engineer

**AHJ:** Agency Having Jurisdiction

**CAD:** Computer Aided Drafting

**CSI:** Construction Specifications Institute

**CUP:** Conditional Use Permit

**EIS:** Environmental Impact Statement

**MACC:** Maximum Allowable Construction Cost

**MUP:** Master Use Permit

**MWBE:** Minority/Women Business Enterprise

**QA:** Quality Assurance

**SEPA:** State Environmental Policy Act

## ATTACHMENT A

### DOCUMENT REQUIREMENTS

This Attachment pertains to work outside of the Scope of Work, if it is added. The Attachment lists the documents to be provided by the A/E to the extent that the items of work to which the documents are related are included in Article II, Basic Services of the A/E in the Conditions of the Agreement or, are Additional Services agreed to by the Owner and A/E. This list is not all inclusive nor is it limited to any items referred to or implied in other parts of the Agreement or normally provided under Article II of the Conditions of the Agreement.

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE	CONSTRUCTION DOCUMENT PHASE
Specification	System and Material Narrative Description	Outline Specification	Complete Specification
Site	Existing conditions Site footprints Site entrance Demolition Site utilities Utility requirements Roads and driveways Loading dock location Future expansion Walkway locations Stairway locations Parking locations Waste/recycle collection locations	Pedestrian circulation Utility details Dimensions Traffic flow plan Handicapped flow plan Lighting plan Stairway connections Waste containers Bicycle facilities Site drainage Site utilities Reference elevations	Pipe sizes Connection details Contractor parking Construction area Construction phasing Site development phasing Street use plan
Landscaping	Existing conditions Existing irrigation Irrigation legend	Irrigation plan Planting plan	Soil preparation and planting specification Pipe sizes Piping diagrams Design calculations Guying details Existing tree protection
Building Exterior Envelope	Typical elevations Building cross sections Fenestration layout Material designations Energy code requirements Roof layout	Typical wall sections Typical window details Exterior door details Roof & drainage plan Parapet & coping details (typ.)	Flashing details Roof mounted equipment Exterior details Roof details
Structural	Structural scheme Written description including seismic analysis of existing bldg. & proposed strengthening techniques Structural legend	Structural sections Typical floor framing plan Main member sizing Foundation plan	Structural details Foundation details Beam & column schedules Structural notes Calculations

<b>ITEM</b>	<b>SCHEMATIC PHASE</b>	<b>DESIGN DEVELOPMENT PHASE</b>	<b>CONSTRUCTION DOCUMENT PHASE</b>
Building Interior	Typical floor plans (min. 1/16" scale) Area use identification and area in sq. ft. Janitor closet(s) location (s) Circulation paths Preliminary layouts of major specialized spaces Show flexibility for expansion and alterations All room numbers Area tabulations compared to program requirements Code study: exiting, area separation, etc. Mechanical, electrical and other service rooms	All floor plans (min. 1/8" scale) Partition types Defined seating, serving & kitchen facilities Fixed seating Wall types Equipment and furniture layouts Vertical shaft locations Specialized area floor plans min 1/4" scale	Dimensioned floor plans Finish schedules Door & hardware schedules Interior elevations Reflected ceiling plans Partition details Interior details
Elevators	Elevator location Equipment room location Elevator legend	Elevator shaft section Equipment description	Dimensioned plans Complete specification Door and frame details Interior details with lighting
Plumbing & Piping	Location of header(s) Location of pipe chases Fixture locations Mechanical legend	Water header diagram Chilled water header diagram Steam header diagram Piping plans Fixture list Material cut sheets	Pipe sizes Radiation riser diagram Plumbing riser diagram Water header diagram Chilled water riser diagram Coil detail Convector detail Water heater detail Design calculations
HVAC	Identify all systems One line flow diagrams Energy code requirements Special occupancy zones Mechanical legend Air intake & exhaust location(s)	Preliminary calculations One line duct layout Equipment list Equipment location Control diagram Sequence of operation Mechanical room layout Utility shaft layout & sections Equipment cut sheets	Equipment details Duct sizes Installation detail Cross sections Connection to FA & MCC Design calculations
Fire Protection (Mechanical)	Connection to utility Location of sprinkler valve Sprinkler legend	Riser diagram One line layout	Complete specifications Sprinkler valve details Design calculations

<b>ITEM</b>	<b>SCHEMATIC PHASE</b>	<b>DESIGN DEVELOPMENT PHASE</b>	<b>CONSTRUCTION DOCUMENT PHASE</b>
Lighting	Typical spaces w/foot candles Energy code requirements	Fixture/switching layout Light level calculations Fixture types Lighting cut sheets	Fixture schedule Control diagrams Installation details Lighting calculations Final energy code calculations
Electric Power Distribution	One line service diagram Electric vault location(s) Electric closet location(s) Electric legend	Equipment layout Panel location(s) One line power diagram Receptacle locations	Panel schedules Load calculations Fault current calculations MCC details Branch circuit details
Fire Alarm	Connection for monitoring Panel location	Fire alarm zones Smoke zones Device locations Riser diagram	Connection details Connection to MCC & HVAC Riser diagram
Telecommunications	Building & local distribution Frame closet locations & size Cable tray locations Backboard Locations	Riser diagram(s) Material cut sheets Voice/data outlet locations Device cut sheets Assisted listening equipment	Raceway plan(s) Raceway details
Service Facilities	Loading dock Service elevator Service road	Waste containers Recycle holding Bottled gas area Any special waste handling Service vehicle parking area	Details for all accessory and support apparatus in each area
Universal Design/ADA	Accessible locations Restrooms Accessibility design review Common entrance for all	Ramped access Same path of travel between buildings	Details for all associated accessories and provisions
Commissioning		Documentation of design criteria and assumptions One-line diagrams Calculations System zoning Sequences of operation	Production of the document required in accordance with Owner's Requirements
Sustainable Design	Eco-Charette LEED Scorecard Summary of sustainable design strategies used to meet green building goals	LEED Scorecard Summary of sustainable design strategies used to meet green building goals	LEED Scorecard Summary of sustainable design strategies used to meet green building goals