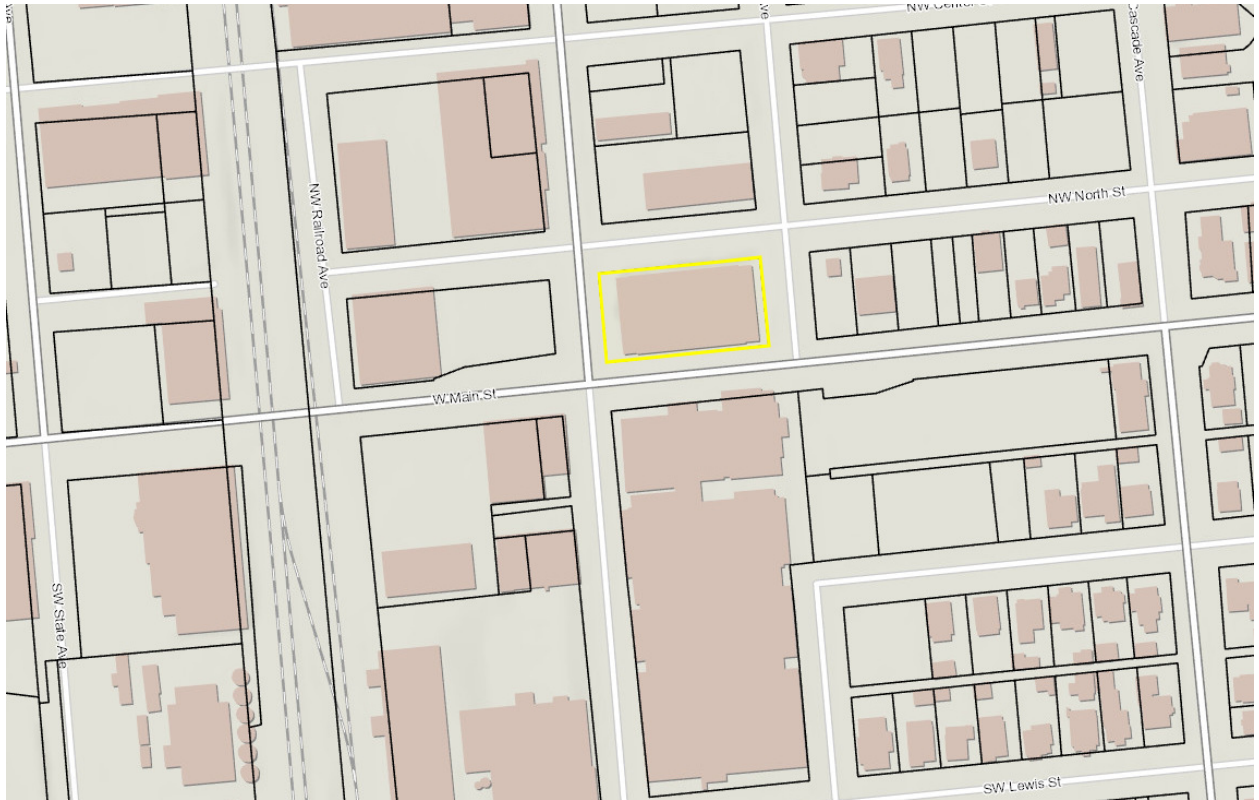




Master Contract Documents

**ARCHITECTURAL AND ENGINEERING
CONSULTING SERVICES**

**CAPITAL FACILITIES PLAN PROJECTS
LEWIS COUNTY, WASHINGTON**



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

EFFECTIVE DATE: _____

_____, 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 _____, 2020.

CONSULTANT:

LEWIS COUNTY

Steve Wohld, Chief of Internal Services
Lewis County

Title of Signatory
Authorized by the firm By Laws

Mailing Address:

Approved as to Form Only:
Jonathan Meyer, Prosecuting Attorney

By: _____
Deputy Prosecuting Attorney

UBI or Contractors License#

Federal Business Tax ID No.

Agreement Narrative

Lewis County has developed a ten (10) year Capital Facilities Plan (CFP) and a five (5) year Capital Improvement Program (CIP). This master agreement will serve to provide legal guidance and procedures as each individual project and task assignment is planned, developed, designed, managed and completed by the A/E.

Under this Master Agreement, individual projects may be assigned to the Consultant and each assignment's conditions will be negotiated under the guidance of this agreement with respect to: scope of services, fee schedules, or other pertinent conditions.

Unless conditions of the agreement are waived or amended by subsequent, written project assignments, the conditions in this master document will prevail.

All conditions of agreement revisions shall be agreed to in writing and approved by both parties.

Any revisions to conditions shall be restricted to that specific project assignment and shall not apply to other projects or assignments.

There is no fee schedule attached to this master agreement.

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

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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 MACC, 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.

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 employ Owner's "Instructions for Architects and Engineers" and Project guidelines and shall design the Project in accordance with applicable federal, state and local laws, including statutes, ordinances, codes, orders, rules and regulations and 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 the requirements of the program or 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 four (4) copies of Project documents per Attachment A upon completion of each of the Schematic Design, Design Development, and Construction Document phases. 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 in accordance with Articles III and VII of this Agreement.

10. 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, shall make any necessary or appropriate 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 reasonably requested at a location designated by Owner, to ensure that the developing design is meeting Owner's requirements, and shall conduct presentations of the Project to such review groups as may reasonably be required to secure necessary approvals from Owner. Minutes of the meetings will be prepared by A/E and distributed to attendees.

12. A/E shall provide the services necessary to comply with Owner's document review process.

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 the MACC. If the Construction Cost Estimate exceeds the MACC, A/E shall analyze design alternatives and submit cost saving options for Owner's consideration.

B. Schematic Design Phase

1. 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.

2. 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 MACC. 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.

3. 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.

4. 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.

5. 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. 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.

2. 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 MACC.

3. 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.

4. 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.

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

D. Construction Documents Phase

1. 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.

2. 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.

3. Original drawings shall be prepared utilizing computer aided drafting (CAD) or may be hand drawn, when approved in advance by the Owner. Hand-drawn drawings shall be prepared on 3 mil double-sided matte drafting film suitable for print reproduction. All information on drawings shall be clearly legible when reduced to half size.
4. If Construction drawings are prepared utilizing a computer aided drafting (CAD) system they shall be done in accordance with Owner's CAD standards and Owner's design guidelines. Copies of all CAD files of the Construction Document drawings shall be provided to Owner in magnetic disk or CD-ROM format.
5. A/E shall conduct a detailed intra- and interdisciplinary document check in accordance with the Quality Assurance requirements set forth in Article XII of this Agreement. 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.
6. a) 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.

b) 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 MACC. 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 MACC, unless approved prior to bidding by the Owner.

c) 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.

d) 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.

e) 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.
7. 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 MACC, the A/E shall present design options to the Owner for the purpose of reducing the construction cost to within the MACC and the construction documents shall be modified.

E. Bidding Phase

1. When authorized by Owner to proceed to the Bidding Phase, A/E shall be responsible to issue Bid Documents to bidders and plan centers, maintain a planholders list, and keep the Owner informed. Printing and distribution of Bid Documents is a reimbursable expense, unless the Owner elects to distribute Bid Documents otherwise.
2. The A/E shall conduct and provide meeting minutes for the Pre-bid Conference, prepare and issue addenda, attend the bid opening when requested by Owner, and generally assist Owner in managing the bid process.
3. If requested, A/E shall assist Owner in evaluation of the bids.
4. a) In the event the lowest responsive bid submitted by a responsible bidder satisfactory to Owner for the construction of the Project pursuant to the approved drawings and specifications for the Project exceeds the MACC, the Owner shall select a course of action from one of the following options:

1. Give written approval of an increase in the MACC and award Construction Contract;
2. Negotiate the Construction Contract (according to RCW 39.04.015); or
3. Suspend, terminate, or delay the Project; or
4. Authorize rebidding. A/E shall revise the drawings and specifications as may be required to bring the Project within the MACC. The Owner shall cooperate with the A/E in making necessary decisions.

b) If the Owner chooses to proceed under clause E.4.a) 4., the A/E, without additional compensation, shall modify the documents as necessary to conform to the MACC and provide bidding phase services again, at its sole expense. The modification of such documents shall be the limit of the A/E's responsibility under Paragraph E.4.a). A/E shall, as a reimbursable, be responsible to provide and distribute Bid Documents for printing and distribution for rebidding.

F. Construction Phase

1. Upon award of the Construction Contract and the Owner's notice to proceed, A/E shall provide construction phase services.

2. A/E shall participate with Owner in the Preconstruction Conference with Contractor. A/E shall record and distribute minutes of the conference and issue any clarifications or other documentation to document the proceeding.

3. During the progress of construction, the A/E shall perform services including:

- a) Consult with the Owner during the Construction Phase. Instructions to the Contractor shall be communicated by the A/E. The A/E shall have authority to act on behalf of the Owner only to the extent provided in the Contract Documents unless otherwise modified in writing by the Owner.
- b) Render 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 in the Work.
- c) Provide to Owner copies of all written communications that A/E provides to Contractor, at the same time such communication is provided to Contractor.
- d) Verify general conformance with the Contract Documents, review, approve or otherwise take appropriate action upon Contractor's submittals, including field questions, shop drawings and submittals of materials, equipment, tests and inspections. A/E's action shall be taken promptly so as to cause no delay in the Work. Review of such submittals 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 approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- e) Prepare necessary documents for changes in the Work including revision drawings, cost estimates and reasons for change, and secure, analyze in detail and recommend disposition of proposals from Contractor. If requested, A/E shall attend Owner's meetings convened for purpose of reviewing proposed changes in the Work.
- f) Determine and certify the amount owing to Contractor, based on A/E's observations and evaluation of Contractor's Application for Payment. A/E's certification for payment shall constitute a representation by A/E to Owner, based on A/E's observations at the site, review of Contractor's record drawings, review of Contractor's progress schedule(s) and a review of the data comprising Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of A/E's knowledge, information and belief, the quantity and quality of the Work is in general conformance with the Contract Documents and any specific qualifications stated in the Application and Certification for Payment; and that Contractor is entitled to payment in the amount requested. By certifying an Application for Payment, A/E shall

not be deemed to represent that any examination has been made to ascertain how and for what purpose Contractor has used the moneys paid on account of the contract sum.

g) Obtain and review Contractor's progress schedules at least once per month for conformance with the Construction Documents, and promptly notify Owner and Contractor of deviations and noncompliance.

h) Visit the site at intervals appropriate to the stage of construction to become familiar with the progress and quality of the Work completed and to determine if the Work is being performed in a manner indicating that the Work when completed will be in general conformance with the Contract Documents. A/E shall require its sub-consultants to conduct site observation visits as required to adequately observe the work they designed for general conformance with the Contract Documents. For each site visit, A/E shall prepare a site observation report for Owner.

i) Conduct on-site Project progress meetings once per week or as stipulated in the Agreement. A/E shall require its sub-consultants attend progress meetings as mutually agreed by Owner and A/E. A/E shall keep Project meeting minutes, and transmit copies to Owner and Contractor as soon as possible but in no event later than one day prior to the next weekly meeting.

j) The A/E shall select finish materials and colors and prepare color schedules for items included in the Construction Contract for the Owner's approval.

4. 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.

5. A/E shall at all times endeavor to discover and guard Owner against defects and deficiencies in the Work of Contractor, but it is understood that A/E does not guarantee the performance of Contractor. A/E shall promptly advise Owner and Contractor of Work which does not conform to the Contract Documents.

6. Whenever A/E considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, A/E shall advise Owner of the need for special inspection or testing of any Work. Subject to the prior approval of Owner, A/E may authorize such special testing or inspection in accordance with the provisions of the Contract Documents whether or not such work be then fabricated, installed or completed.

7. A/E shall have authority to reject Work that does not conform to the Contract Documents. A/E shall recommend to the Owner that the Contractor be directed to stop work when such stoppage may, in A/E's reasonable opinion, be necessary to ensure the proper execution of the Work.

G. Construction Completion Phase

1. A/E shall conduct pre-final inspection and prepare check lists of corrective items, make final inspections by all disciplines, including one re-inspection, recommend the date or dates of Substantial Completion and recommend acceptance of the Project to Owner.

2. A/E shall obtain, review, approve and deliver to Owner written guarantees, manuals and instructions from Contractor as required by the Construction Documents upon completion of construction and prior to recommending acceptance of the Project to the Owner.

3. Within 45 days of receipt from the Contractor, the A/E shall review the Project field record drawings and specifications from the Contractor for clarity and completeness. A/E shall provide reviewed Contractor's set to the Owner. As an additional service, 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, in accordance with Article III.

4. Upon Owner's request during the warranty period set forth in the Construction Contract, A/E shall assist Owner in identifying defects in the Project, determine corrective measures, provide inspection of the Project and assist Owner in implementing corrective measures.

ARTICLE III - ADDITIONAL SERVICES AND REIMBURSABLES

A. 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.

B. 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.

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 an 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)® 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.

C. In the event the Construction period up to substantial completion exceeds the time stipulated in the Construction Contract including change order extensions, A/E shall continue administration of the Construction Contract and be entitled to Additional Services compensation for the construction time extension occurring through no fault or neglect of A/E. Construction completion phase services (Article II G) will not be compensated as Additional Services.

D. 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 does not guarantee any estimate of the construction cost prepared by A/E nor assume responsibility for predicting cost fluctuations due to economic or market conditions or a shortage of bidders on the Project. However, the estimate shall represent A/E's judgment as a design professional familiar with the construction industry of the cost Owner should expect to pay for the construction, not including State of Washington Sales Tax, Owner's Project contingency funds, consultant services compensation, or other items in Owner's Project budget. A/E shall notify Owner in writing at any time the estimated cost of construction is expected to exceed the MACC. A/E's written notification shall include a detailed explanation and shall provide suggestions for reducing the estimated cost so that it does not exceed the MACC. The Owner agrees to cooperate with the A/E and permit reasonable and necessary revisions or reductions to the scope of the Project. The A/E agrees to revise the Drawings and Specifications as necessary at no additional expense to the Owner, if so requested by the Owner, in order to bring the estimated cost within the MACC.

B. A/E's estimates at each phase shall correlate with the drawings and specifications and shall have sufficient detail and clarity required for Owner's review. A review by Owner shall not relieve A/E of any responsibility for the completeness, quality, and accuracy of the estimates.

ARTICLE V – DEFINITIONS FOR BASIS OF COMPENSATION

A. Maximum Allowable Construction Cost (MACC) Defined.

The MACC for this Project is the amount specified in the Agreement, and is the total sum allocated by Owner for Construction of the Project, not including State of Washington Sales Tax, A/E compensation, or other items in Owner's Project budget such as contingencies, administrative costs, furniture or equipment purchased outside the Construction Contract.

B. Construction Contract Award Defined.

The Construction Contract Award is the actual dollar amount of the Construction Contract at the time the Construction Contract is awarded by Owner to Contractor.

ARTICLE VI - COMPENSATION FOR BASIC SERVICES

A. The fee for Basic Services is based on a percentage of the MACC. The MACC, for the purpose of calculating the fee for Basic Services, is not adjusted at the time of the Construction Contract Award. If at any time the MACC and/or percentage is changed by amendment to the A/E Agreement, the Basic Service Fee shall be adjusted as appropriate. No fee adjustment shall be made for phases already completed.

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 on forms provided and in a manner prescribed by Owner. 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.

F. Owner shall make payment for Construction Completion Phase services upon approved completion of the requirements set forth in subsections II. G. 1, 2, and 3.

ARTICLE VII - COMPENSATION FOR ADDITIONAL SERVICES AND REIMBURSABLE EXPENSES

A. 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:

If authorized change is:

1. An item of work added to the Construction Contract reflected by an additive cost in a Change Order.

The compensation shall be:

1. 0 to 100% of basic fee percentage times the cost of the additive item of work as mutually agreed between Owner and A/E.

- | | |
|--|--|
| <p>2. An item of work Deleted from the Construction Contract reflected by a deductive cost in a Change Order.</p> | <p>2. No addition to or deduction from the compensation for Basic Services.</p> |
| <p>3. An Owner requested modification to the work that is designed by A/E but not included in the Construction Contract.</p> | <p>3. 0 to 71% of basic fee percentage times the cost of the additive item of work as mutually agreed between Owner and A/E.</p> |
| <p>4. An item of work that is designed by A/E and is reasonably categorized by Owner to be an omission or error.</p> | <p>4. No additional compensation unless authorized by Owner; work in this category may result in a claim against A/E by Owner for some or all of the costs involved.</p> |
| <p>5. An item of work that is deductive or additive and the A/E's work required is not commensurate with the Basic Services Fee.</p> | <p>5. Negotiated under the terms of this Agreement as Additional Services.</p> |
| <p>6. An item of work added to the Project that does not require A/E's services.</p> | <p>6. No additional compensation.</p> |

B. The method of payment for design services required by authorized changes to the Construction Contract will be determined in accordance with subparagraphs VIII, A, above and Payment is to be requested and paid with progress payments to A/E during the Construction Phase in proportion to the progress of A/E's work and after issuance of the Authorization for such Additional Services.

ARTICLE IX - MWBE PARTICIPATION

A. 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. 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, A/E shall not be relieved 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. **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 structural, civil, mechanical, and electrical 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 act or omission, negligent or otherwise, of the A/E, its employees, agents or volunteers, or A/E’ sub-contractor's or 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-contractor's or 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. In the event of the concurrent negligence of A/E, its subcontractors, employees or agents, and the County, its employees or agents, this indemnification obligation of the A/E shall be valid and enforceable only to the extent of the negligence of the A/E, its subcontractors, employees and agents. 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.

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 Contractor’s agreement with each subcontractor shall provide that the subcontractor will indemnify the County on a basis equal to or exceeding Contractor’s indemnity obligations to the County.

G. Corrections

The A/E shall promptly correct any errors, 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.

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 on magnetic disc. 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.

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.
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. Q/A records will be turned over to the Owner, if requested, upon completion of the Work.

B. Specific Requirements.

For projects with a MACC of \$1 million or greater, A/E shall provide a written Quality Assurance (QA) Program for Owner review. For projects with a MACC under \$1million, when requested by the Owner, the A/E shall provide a written QA Program for Owner review. A/E's written QA program shall include at least the following activities:

1. The specific methodologies that will be used to cross check Drawings of the various disciplines to one another for completeness and accuracy at each submittal stage.
2. The specific methodologies that will be used to cross check the Drawings and Specifications to each other for completeness and accuracy at each submittal stage.
3. A/E shall submit the QA program prior to or concurrent with the first monthly request for payment.
4. A checklist of items that will be researched during the on-site investigation.
5. Maintenance of an "Exception to Program Requirements List." This list shall include all items that are at variance with the Project Program.
6. A system for tracking and documenting changes to the Project Program.

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 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

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE	CONSTRUCTION DOCUMENT PHASE
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

ITEM	SCHEMATIC PHASE	DESIGN DEVELOPMENT PHASE	CONSTRUCTION DOCUMENT PHASE
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