



# AIA<sup>®</sup> Document B102<sup>™</sup> – 2007

## **Standard Form of Agreement Between Owner and Architect** without a Predefined Scope of Architect's Services

**AGREEMENT** made as of the 19<sup>th</sup> day of April in the year 2011  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address and other information)*

Lewis County Public Facilities District  
c/o Rose Bowman, Lewis County Treasurer  
P.O. Box 509  
Chehalis, WA 98532-0509

and the Architect:  
*(Name, legal status, address and other information)*

Camelot Architects & Engineers LLC  
15 Oregon Avenue  
Suite 204  
Tacoma, WA 98409  
253.380.1932

for the following Project:  
*(Name, location and detailed description)*

Lewis County Public Facilities District Events Center  
Phase II  
402 Allen Street  
Centralia, WA

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

## TABLE OF ARTICLES

- 1 ARCHITECT'S RESPONSIBILITIES
- 2 OWNER'S RESPONSIBILITIES
- 3 COPYRIGHTS AND LICENSES
- 4 CLAIMS AND DISPUTES
- 5 TERMINATION OR SUSPENSION
- 6 COMPENSATION
- 7 MISCELLANEOUS PROVISIONS
- 8 SPECIAL TERMS AND CONDITIONS
- 9 SCOPE OF THE AGREEMENT

### ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

*(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2)*

All services listed in Exhibit A: Scope of Services and Fee

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.) See B102 Amendments.*

- .1 General Liability
- .2 Automobile Liability
- .3 Workers' Compensation

#### .4 Professional Liability

### ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 2.2 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

### ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 3.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Sections 5.3 and 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the

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Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

#### ARTICLE 4 CLAIMS AND DISPUTES

##### § 4.1 GENERAL

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction, if applicable. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

See B102 Amendments for Dispute Resolution provisions.

*(Paragraphs deleted)*

#### ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

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§ 5.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

*(Paragraph deleted)*

§ 5.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 6.3.

#### ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect for services described in Section 1.1 as set forth below, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

*(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)*

See Exhibit A: Scope of Services and Fee

#### § 6.2 COMPENSATION FOR REIMBURSABLE EXPENSES

##### § 6.2.1

*(Paragraphs deleted)*

See Exhibit A: Scope of Services and Fee.

§ 6.2.2 For Reimbursable Expenses, the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus an administrative fee of five percent (5%) of the expenses incurred.

*(Paragraphs deleted)*

#### § 6.4 PAYMENTS TO THE ARCHITECT

§ 6.4.1 An initial payment of zero (\$0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 6.4.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
*(Insert rate of monthly or annual interest agreed upon.)*

Six percent (6%) simple interest per annum.

§ 6.4.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 6.4.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

#### ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

§ 7.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

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§ 7.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 7.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 7.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

#### ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

See B102 Amendments.

#### ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect 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 Architect.

§ 9.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B102-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201-2007, Digital Data Protocol Exhibit, if completed, or the following:

- .3 Other documents:

*(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)*

Exhibit A: Scope of Services and Fee

January 29, 2011 Request For Qualifications

Architect's response submission for the RFQ, including all documents, information, and materials.

This Agreement entered into as of the day and year first written above.

**OWNER**

**LEWIS COUNTY PUBLIC FACILITIES  
DISTRICT**

*(Signature)*

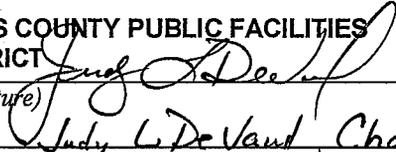
*(Printed name and title)*

**ARCHITECT**

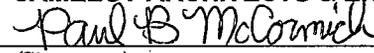
**CAMELOT ARCHITECTS & ENGINEERS LLC**

*(Signature)*

*(Printed name and title)*



*Judy L. DeVand, Chair*



*Paul McCormick President*

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# **Additions and Deletions Report for** **AIA<sup>®</sup> Document B102<sup>™</sup> – 2007**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:39:23 on 04/19/2011.

## **PAGE 1**

**AGREEMENT** made as of the 19<sup>th</sup> day of April in the year 2011

...

Lewis County Public Facilities District  
c/o Rose Bowman, Lewis County Treasurer  
P.O. Box 509  
Chehalis, WA 98532-0509

...

Camelot Architects & Engineers LLC  
15 Oregon Avenue  
Suite 204  
Tacoma, WA 98409  
253.380.1932

...

Lewis County Public Facilities District Events Center  
Phase II  
402 Allen Street  
Centralia, WA

## **PAGE 2**

All services listed in Exhibit A: Scope of Services and Fee

...

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.) See B102 Amendments.*

## **PAGE 4**

See B102 Amendments for Dispute Resolution provisions.

### **§ 4.2 MEDIATION**

~~§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.~~

~~§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

~~§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

~~§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:  
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)~~

~~— Arbitration pursuant to Section 4.3 of this Agreement~~

~~— Litigation in a court of competent jurisdiction~~

~~— Other (Specify)~~

#### **§ 4.3 ARBITRATION**

~~§ 4.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 4.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 4.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 4.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

#### **§ 4.3.4 CONSOLIDATION OR JOINDER**

~~§ 4.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 4.3.4.2~~ Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration; provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

~~§ 4.3.4.3~~ The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

PAGE 5

~~§ 5.6~~ In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 5.7. due.

~~§ 5.7~~ Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

...

See Exhibit A: Scope of Services and Fee

...

~~§ 6.2.1~~ Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- ~~.1~~ — Transportation and authorized out of town travel and subsistence;
- ~~.2~~ — Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- ~~.3~~ — Fees paid for securing approval of authorities having jurisdiction over the Project;
- ~~.4~~ — Printing, reproductions, plots, standard form documents;
- ~~.5~~ — Postage, handling and delivery;
- ~~.6~~ — Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- ~~.7~~ — Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- ~~.8~~ — Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- ~~.9~~ — All taxes levied on professional services and on reimbursable expenses;
- ~~.10~~ — Site office expenses; and
- ~~.11~~ — Other similar Project related expenditures. See Exhibit A: Scope of Services and Fee.

~~§ 6.2.2~~ For Reimbursable Expenses, the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus an administrative fee of percent (~~—~~%) five percent (5%) of the expenses incurred.

#### **~~§ 6.3~~ COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE**

~~If the Owner terminates the Architect for its convenience under Section 5.5, or the Architect terminates this Agreement under Section 5.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of the Project as follows:~~

§ 6.4.1 An initial payment of (~~\$~~) zero (\$0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 6.4.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid (~~—~~) forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

~~%~~ Six percent (6%) simple interest per annum.

PAGE 6

See B102 Amendments.

...

Exhibit A: Scope of Services and Fee  
January 29, 2011 Request For Qualifications  
Architect's response submission for the RFQ, including all documents, information, and materials.

This Agreement entered into as of the day and year first written above.

PAGE 7

LEWIS COUNTY PUBLIC FACILITIES  
DISTRICT

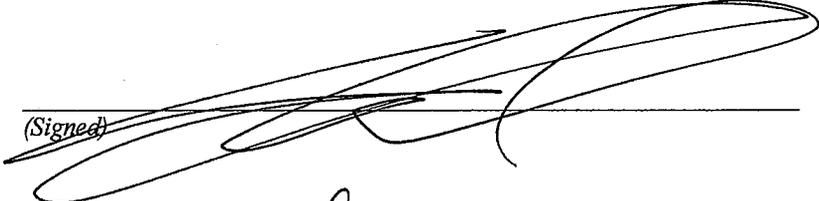
CAMELOT ARCHITECTS & ENGINEERS LLC

## Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, W. Gregory Guedel, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:39:23 on 04/19/2011 under Order No. 4980640422\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B102™ – 2007, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

  
W. Gregory Guedel, Attorney for LCFFD  
(Title)

(Dated)

26 April 2011

## B102 AMENDMENTS

The following amendments modify "The Standard Form of Agreement Between Owner and Architect," AIA Document B102, 2007, between the Lewis County Public Facilities District and the Architect. Where a portion of the Agreement is modified or deleted by these amendments, the unaltered portions of the Agreement shall remain in effect.

### Modifications to AIA Document B102-2007

1.2 Replace first sentence with: "*Architect shall perform all services under this Agreement in accordance with the standard of care for architects rendering similar services both in the State of Washington and nationally for projects of this specific type, function, and magnitude.*"

1.3 Add new sentence at end: "*The Architect's representative for the Project shall not be changed without prior written consent of the Owner.*"

1.5 Replace this section in its entirety, as follows:

*"The Architect shall be required, at its sole cost, to secure and maintain continuously a policy of policies of insurance during the term of this Agreement, known as:*

*Commercial General Liability written on an insurance industry standard occurrence form (ISO form CG 00 01) or equivalent, including premises /operations; products/complete operations; personal/advertising injury; contractual liability; and independent Architects liability. The minimum limits of liability for bodily injury and property damage shall be \$1,000,000 each occurrence and \$1,000,000 general, products/completed operations aggregate;*

*If any company-owned vehicle is used in the conduct of the Architect's business, a policy of Business Automobile Liability written on an insurance industry standard form (ISO form CA 00 01) or equivalent, to include coverage for owned, non-owned, leased or hired vehicles. The minimum limits of liability for bodily injury and property damage shall be \$1,000,000 per accident;*

*If any work under this Agreement will be performed by a resident of the State of Washington, Worker's Compensation for the State of Washington ("Industrial Insurance") as required by Title 51 of the Revised Code of Washington. The Architect waives, with respect to the Owner only, its immunity under Title 51 of the Revised Code of Washington;*

*The insurance as provided under items (1) and (2) above shall include Owner, Owner's Representative, their respective officers, elected officials, commissioners, directors, employees, as additional insured, and shall not be reduced or cancelled without forty-five(45) days prior written notice to the Owner;*

*The Architect's insurance shall be primary as respects the Owner, and any other insurance maintained by the Owner shall be excess and non-contributing with the Architect's insurance;*

*Work will not be permitted until the Owner receives insurance documents as specified herein. The Architect shall provide the following documents to Owner as evidence of insurance coverage: a copy of each policy's declaration pages, showing the insuring company, policy effective dates, limits of liability and the schedule of forms and endorsements; a copy of the endorsement naming all required additional insured, showing the policy number, and signed by an authorize representative of the insurance company on forms required under this paragraph. The Owner may terminate this Agreement if acceptable insurance is not received within fourteen (14) days from the effective date of the Agreement.*

*A policy of Excess Insurance above the primary general liability and auto liability policies that will provide a total limit of insurance of \$2,000,000 and cover errors and omissions of the Architect shall be obtained, maintained and kept by the Architect."*

#### **Add New Section**

*"1.6. The Architect and each of the Architect's consultants listed below shall be required, at their sole cost, to secure and maintain continuously a policy or policies of insurance during the term of the Agreement known as professional liability insurance insuring the Architect or Subconsultant respectively against negligence or errors and omissions in an amount of not less than the amount listed below. Such insurance shall be on a "claims made" basis. The Architect and its consultants shall provide the Owner with certificates of insurance from an authorized representative of a financially responsible insurance company evidencing that such an insurance policy is in force. The certificate shall contain a forty-five (45) day cancellation clause which shall provide that the Owner shall be notified not less than forty-five (45) days prior to the cancellation of the insurance policy. The Architect shall also give at least forty-five (45) days notice to the Owner of such cancellation, amendment or change, and of any lapse of insurance coverage under this Agreement.*

*Architect:*

*Associate Architect:*

*Structural Engineering:*

*Civil Engineering:*

*Mechanical Engineering:*

*Electrical Engineering:*

Amendments to AIA Document B102-2007  
Standard Form of Agreement Between Owner and Architect  
Dated April 19, 2011.

*Any additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of the above limits shall be considered a reimbursable expense to the Owner."*

*1.6.1 The policies described above shall be written on an occurrence basis (or in the case of personal injury and advertising injury coverage, an offense basis). Carriers furnishing such insurance shall be required to waive all rights of subrogation against Owner, its officers, agents, employees and other contractors, consultants and subcontractors.*

*1.6.2 Architect shall report immediately to Owner and confirm in writing any injury, loss, or damage incurred by Architect or subcontractors in connection with the Work, or its receipt of such claim by a third party, or of any occurrence that might give rise to such claim.*

*1.6.3 Architect shall include Owner, and Owner's separate consultants and contractors, and any subsequent owner of or lender to the Project (collectively referred to as the "Owner Related Parties") as additional insureds on a primary and noncontributory basis on the Commercial General Liability policy, and on the Business Auto policy, and on all Umbrella policies. If a separate policy is obtained for Products/Completed Operations, Owner will also be named as an additional insured on it.*

*1.6.4 Prior to the commencement of Work, Architect shall submit to Owner acceptable Certificates of Insurance issued by a duly authorized representative of each insurer reflecting compliance with the insurance requirements above, and upon Owner's request, true and correct copies of the insurance policies along with original copies of the amendatory riders to any such policies for Owner's approval. Each and every policy shall provide, by endorsement or policy provision, that the insurer will not terminate coverage or fail to be renewed without first mailing written notice of such action at least ten (10) days prior for non-payment of premium or forty-five (45) days for any other reason prior to such termination or lapse to the Owner.*

*1.6.5 If the Architect fails to furnish and maintain the insurance required by this Agreement, the Owner may purchase such insurance on behalf of the Architect, and the Architect shall pay the cost thereof to the Owner (or Owner shall be entitled to offset such costs from amounts due Architect hereunder) and Architect shall provide any information needed to obtain such insurance.*

*1.6.6 Subconsultant Insurance – Architect shall cause each of its consultants of every tier to purchase and maintain insurance of the type specified above and to otherwise comply with the insurance requirements set forth above, except as may be specifically permitted otherwise in writing and in advance by Owner. When requested by Owner, Architect shall furnish copies of certificates to Owner evidencing such coverage for each consultant of any tier. Nothing in this section shall limit Architect's indemnification requirements to Owner under this Agreement.*

*1.6.7 Architect shall maintain all of the above policies and coverage in full force an effect for no less than six years following Substantial Completion.*

**Add New Sections:**

*"1.7. To the extent permitted by law, the Owner shall have the right at its sole election to procure all or any part of the insurance coverage pertaining to Architect or its consultants required under this Agreement, and in such event any portion of insurance premiums refunded by the Architect's or its consultants' insurance providers due to the reduction or cancellation of insurance required of this Agreement shall be given to the Owner.*

*1.8 As part of Architect's services, throughout the Project Architect shall work closely with Owner, Contractor, and any consultants of Owner or Architect in value analysis of the entire Project design. Architect shall throughout the Project as part of its services integrate cost savings and quality-enhancing suggestions that are developed into the Project design."*

*1.9 The Architect agrees to indemnify and hold the Owner harmless from all claims, actions, costs, damages or expenses (including reasonable attorney's fees) arising out of, in connection with, or incident to the breach of contract or negligent acts, errors, or omission of the Architect, its agents, and employees in performing the work required by this Agreement, but only to the extent such claims, actions, costs, damages or expenses are caused by the breaches or negligent acts, errors or omissions of the Architect, its authorized agents, or employees. The Indemnification provided for in this section shall survive any termination or expiration of this Agreement. The Architect further waives, with respect to the Owner only, its immunity under RCW Title 51, Industrial Insurance. When the concurrent negligence of the Architect and the Owner cause damage, the Architect's duty to indemnify shall be limited to the extent of the Architect's negligence. If the Architect and Owner are held to be liable for any final judgment that arises out of their acts or omissions in connection with this Agreement, each shall pay that portion of the judgment which is equal to that party's degree of fault. The owner agrees to indemnify and hold the Architect harmless from all losses, liability, injuries, damages and expenses, including reasonable attorney's fees, that may be incurred but only to the extent caused by the Owner's negligent acts, errors or omissions or those of its consultants, authorized agents or employees.*

*1.10 The Architect shall maintain familiarity with the progress and quality of the Work to assist the Owner in determining if the work is proceeding in accordance with the Contract Documents. On the basis of its on-site observations, the Architect shall endeavor to guard the Owner against defects and deficiencies in the Work. The Architect shall provide reports to the Owner at progress meetings conducted by the Project Manager or as otherwise agreed, advising the Owner of the Architect's*

*observations concerning the Contractor's progress and compliance with Contract Documents. The Architect shall visit the site at least weekly during construction. The Architect will promptly provide a reasonably detailed written report for each site visit."*

*1.11 Architect shall comply with all federal, State, and local laws, codes, and regulations, and shall ensure its work is in compliance with same.*

3.3 Add new sentence at end of paragraph: *"The Owner shall have the right to use images and data regarding the Project for public relations and other standard operational purposes, and shall have full rights and authority to utilize the Instruments of Service in any manner required by governmental agencies that are providing funding for or otherwise have jurisdiction or oversight of the Project."*

**Sections 4.2 "Mediation" and 4.3 "Arbitration" are deleted in their entirety and replaced with the following:**

*"4.2 DISPUTE RESOLUTION"*

*"In the event of a dispute, Architect shall continue to perform its services under this Agreement in good faith and without interruption or delay, provided Owner pays all undisputed amounts due the Architect. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Owner and Architect agree that disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation. The Architect further agrees to include a similar mediation provision in all agreements with its consultants retained for the project. Submission of all conflicts to mediation shall be a pre-requisite to the filing of any lawsuit arising out of or related to this Agreement. In the event the dispute is not resolved through mediation, it shall be subject to litigation in the Superior Court of the county in which the Project is located."*

4.3.4 CONSOLIDATION OR JOINDER: Delete entirely and replace with the following:

*"In the event of litigation, either party may consolidate actions or join third parties substantially involved in common question of law or fact, whose presence is required in order for complete relief to be afforded."*

5.1 1<sup>st</sup> sentence: add "undisputed" between "make" and "payments". 4<sup>th</sup> sentence, add "undisputed" between "all" and "sums". Delete last sentence in paragraph.

5.2 Delete last sentence.

5.3 Delete in its entirety.

5.4 Delete and replace with *“The Owner may terminate this Agreement upon seven days written notice should the Architect fail substantially to perform in accordance with the terms of this Agreement.”*

5.6 Delete remainder of sentence after *“...Expenses then due”*.

5.7 Delete in its entirety.

**New Sections:**

8.1 *The Architect shall interpret the requirements of the Contract Documents upon request of the Owner or Contractor. The Architect shall render interpretations necessary for the proper execution or progress of the Work with promptness, and shall provide written or oral findings and recommendations, as appropriate, within a reasonable time, on all claims, disputes, and other matters in question between Owner and the Contractor relating to the execution or progress of the Work or the interpretations of the Contract Documents.*

8.2 *The Architect, with the prior approval of the Owner, shall have the authority to reject Work discovered by the Architect or brought to the Architect's attention which does not conform to the Contract Documents. Whenever, in the Architect's opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, the Architect shall advise the Owner orally or in writing that special inspection or testing of the Work is required in accordance with the provisions of the Contract Documents, whether or not such Work has been fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.”*

8.3 *The Architect shall review shop drawings, samples and other submissions of the Contractor for conformance with the design concept of the Project. The Architect's action shall be taken with promptness so as to cause no delay in the Work or in the construction of Work procured separately by the Owner or of separate contractors while allowing sufficient time to permit adequate review. Review of submittals is only for general compliance with the design concept of the Project and general compliance with the information given in the Contract Documents. The review does not affect the Contractor's responsibility to perform all contract requirements with no change in Contract Sum or Contract Time. The review by the Architect is undertaken solely to satisfy Architect's obligations to the Owner, and shall not give rise to any claim by the Contractor or other third parties*

Amendments to AIA Document B102-2007  
Standard Form of Agreement Between Owner and Architect  
Dated April 19, 2011.

*against the Architect or Owner. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component."*

8.4 *Execution of the Agreement by the Architect is a representation that the Architect has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Instruments of Service.*

8.5 *The Architect shall pay all royalties and license fees related to the Instruments of Service. The Architect shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required or where the copyright violations are contained in drawings, specifications or other documents prepared by or furnished to the Architect by the Owner. However, if the Architect has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Architect shall be responsible for such loss unless such information is promptly furnished to the Owner.*

8.6 *Upon execution of the Agreement, the Architect grants to the Owner a non-exclusive license to reproduce and use the Instruments of Service solely in connection with the Project, including the Project's further development by the Owner and others retained by the Owner for such purposes, provided that the Owner shall comply with all obligations, including prompt payment of sums when due, under the Instruments of Service. Subject to the Owner's compliance with such obligations, such license shall extend to those parties retained by the Owner for such purposes, including other design professionals. The Architect shall obtain similar nonexclusive licenses from its design professionals, including all subconsultants. The Owner shall not otherwise assign or transfer any license herein to another party without prior written agreement of the Architect. Any unauthorized reproduction or use of the Instruments of Service by the Owner or others shall be at the Owner's sole risk and expense without liability to the Architect and its design professionals.*

8.7 *If this Agreement is terminated for any reason other than the default of the Owner, each of the Architect's design professionals, including the Architect, shall be contractually required to convey to the Owner a non-exclusive license to use that design professional's Instruments of Service for the completion, use and maintenance of the Project, conditioned upon the Owner's written notice to that design professional of the Owner's assumption of the Architect's contractual duties and obligations to that design professional and payment to that design professional of all amounts due to that design professional and its consultants. If the Owner does not assume the remaining duties and obligations of the Architect to that design professional under this Agreement, then the Owner shall indemnify and hold*

Amendments to AIA Document B102-2007  
Standard Form of Agreement Between Owner and Architect  
Dated April 19, 2011.

*harmless that design professional from all claims and any expense, including legal fees, which that design professional shall thereafter incur by reason of the Owner's use of such Instruments of Service. The Architect shall incorporate the requirements of this Section in all agreements with its design professionals and subconsultants.*

8.8 *When applicable law requires that services be performed by licensed professionals, the Architect shall provide those services through the performance of qualified persons or entities duly licensed to practice their professions.*

8.9 *The agreements between the Architect and its subconsultants shall be in writing. These agreements, including services and financial arrangements with respect to this Project, shall be promptly and fully disclosed to the Owner upon the Owner's written request.*

8.10 *The Architect shall be responsible to the Owner for acts and omissions of the Architect's employees, subconsultants, Contractors, Subcontractors and their agents and employees, and other persons or entities, including the Architect and other design professionals, performing any portion of the Architect's obligations under the Instruments of Service.*

8.11 *The Architect shall carefully study and compare the Instruments of Service with materials and other information provided by the Owner to confirm consistency, shall take field measurements of any existing conditions related to the Work, shall observe any conditions at the site affecting the Work, and report promptly to the Owner any errors, inconsistencies or omissions discovered.*

8.12 *The Architect shall provide to the Owner for Owner's written approval design documents sufficient to establish the size, quality and character of the Project; its architectural, structural, mechanical and electrical systems; and the materials and such other elements of the Project to the extent required by the Instruments of Service. Deviations, if any, from the Instruments of Service shall be disclosed in writing.*

8.13 *Upon the Owner's written approval of the design documents submitted by the Architect, the Architect shall provide construction documents for review and written approval by the Owner. The construction documents shall set forth in detail the requirements for construction of the Project. The construction documents shall include drawings and specifications that establish the quality levels of materials and systems required. Deviations, if any, from the Instruments of Service shall be disclosed in writing. Construction documents may include drawings, specifications, and other documents and electronic data setting forth in detail the requirements for construction of the Work, and shall:*

- .1 be consistent with the approved design documents;*
- .2 provide information for the use of those in the building trades; and*
- .3 include documents customarily required for regulatory agency approvals.*

8.14 *The Architect shall meet with the Owner regularly (and at any time upon Owner's request) to review progress of the design and construction documents.*

8.15 *Upon the Owner's written approval of construction documents, the Architect, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.*

8.16 *The Architect shall obtain from each of the Architect's professionals and furnish to the Owner certifications with respect to the documents and services provided by such professionals (a) that, to the best of their knowledge, information and belief, the documents or services to which such certifications relate (i) are consistent with the Project Criteria set forth in the Instruments of Service, except to the extent specifically identified in such certificate, (ii) comply with applicable professional practice standards, and (iii) comply with applicable laws, ordinances, codes, rules and regulations governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in such certifications.*

8.17 **CONSTRUCTION ADMINISTRATION.** *Architect shall serve as an Owner's representative on site during construction of the Project and shall administer the construction of the Project on Owner's behalf as specified in the Scope of Work or as otherwise directed by Owner, ensuring all necessary work is performed to achieve the successful completion of the Project.*

8.17.1 *The Architect shall allow no construction Work prior to the Owner's review and approval of the construction documents. The Architect shall allow no portion of the Work to be performed for which the Instruments of Service require the Owner's review of submittals, such as Shop Drawings, Product Data and Samples, until the Owner has approved each submittal.*

8.17.2 *The Architect shall perform the necessary observations to ensure construction Work is in accordance with approved submittals, except that the Architect shall not be relieved of responsibility for allowing deviations from requirements of the Instruments of Service by the Owner's approval of design and construction documents or other submittals such as Shop Drawings, Product Data, Samples or other submittals unless the Architect has specifically informed the Owner in writing of such deviation at the time of submittal and (1) the Owner has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Architect shall not be relieved of responsibility for errors or omissions in design and construction documents or other submittals such as Shop*

*Drawings, Product Data, Samples or other submittals by the Owner's approval thereof.*

*8.17.3 The Architect shall direct specific attention, in writing or on resubmitted design and construction documents or other submittals such as Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Owner on previous submittals. In the absence of such written notice, the Owner's approval of a resubmission shall not apply to such revisions.*

*8.17.4 When the Instruments of Service require that a Contractor provide professional design services or certifications related to systems, materials or equipment, or when the Architect in its discretion provides such design services or certifications through a Contractor, the Architect shall require the use of professional design services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professionals, if prepared by others, shall bear such design professional's written approval. The Owner shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.*

*8.17.5 In the normal course of its services, the Architect shall observe the Contractor's construction progress and notify the Owner of any observed discrepancies or problems. The Architect shall keep the Owner informed of the progress and quality of the Work.*

*8.17.6 If the Architect observes any contractor activity that Architect believes may not be safe, the Architect shall give timely written notice to the Owner and shall not allow contractors to proceed with that portion of the Work without further written instructions from the Owner.*

*8.17.7 The Architect shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.*

*8.17.8 When a material is specified in the Instruments of Service, the Architect may make substitutions only with the consent of the Owner and, if appropriate, in accordance with a Change Order.*

*8.17.9 The Architect shall enforce strict discipline and good order among the Architect's employees and other persons carrying out the Work. The Architect shall not permit employment of unfit persons or persons not skilled in tasks assigned to them, and shall not employ or continue to employ any person to whom Owner expresses a reasonable objection, whether such person is an employee of Architect or any agent thereof.*

Amendments to AIA Document B102-2007  
Standard Form of Agreement Between Owner and Architect  
Dated April 19, 2011.

8.17.10 *The Architect shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities relating to the Project.*

8.17.11 *It is the Architect's responsibility to ascertain that the Work is in accordance with applicable laws, ordinances, codes, rules and regulations.*

8.17.12 *Time is of the essence in this Project. The Architect, promptly after execution of this Agreement, shall prepare and submit for the Owner's information a proposed schedule for the Work. The schedule shall not exceed time limits and shall be in such detail as required under the Instruments of Service, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Instruments of Service, shall provide for expeditious and practicable execution of the Work and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.*

8.17.13 *The Architect shall prepare and keep current a schedule of submittals required by the Instruments of Service.*

**END**

**LEWIS COUNTY PUBLIC FACILITIES DISTRICT  
LEWIS COUNTY EVENTS CENTER PHASE II  
B102-2007 AGREEMENT**

**EXHIBIT A – SCOPE OF SERVICES AND FEE**

**I. SCOPE OF SERVICES**

Architect shall perform all services as set forth in the B102-2007 agreement documents as amended, the modified scope (to be agreed by the parties) of the LCPFD's January 29, 2011 Request for Qualifications and Architect's response thereto, including but not limited to the services described in this Exhibit A and the Attachment hereto (collectively the "Contract Documents"). The scope of work for this contract will not include the entire scope of work described January 29, 2011 Request for Qualifications. The scope included in this contract will be determined by the District and Architect based on their assessment for achieving the highest and best use of the space within the project budget.

The Events Center is a public facility that will host athletic events, conferences, and community activities. Phase I of the project is currently underway, and consists of the design and construction of a pre-engineered metal building that will be the "shell" of the Events Center. Drury Construction Company is the contractor for Phase I, and Architect will coordinate with Drury for the efficient implementation of Phase II work. Phase II includes the design and construction of the interior of the facility, along with all other work required to achieve final completion and opening of the facility and grounds. The contractor for construction of Phase II will be selected through a separate public works procurement, which the Architect will assist the Owner in conducting.

The required scope of services for Phase II includes all design services and consultant services necessary to obtain any and all building permits for this work, as well as the preparation of construction documents and administration of the construction of the facility. Architect shall serve as Owner's primary on-site representative during construction and shall ensure the project is completed in accordance with Owner's requirements.

Architect shall provide the following design and coordination services for Phase II:

1. Design implementation. The Event Center is 46,200 square feet (165' by 280') single story building with an additional 21,480 square feet on a mezzanine, and an attached multi-purpose field turf that is 105 feet by 280 feet (29,400 square feet). Architect will design the interior utilizing the site plan developed by Drury Construction of the Event Center that will contain the following:

- Six (6) compartmentalized locker rooms for 120 people total
- Restroom facilities to accommodate up to 3,500 people
- Three (3) multi-use hardwood floor courts not less than 170 feet by 90 feet for basketball and volleyball, with bleachers for a seating capacity of 3,500 people on three sides (can be on mezzanine)
- Concessions and a commercial grade kitchen and a dining area
- Three (3) baseball/softball batting cages a minimum of 6,022 square feet (part of the multi-purpose field turf space)

- Utilities rooms and storage areas
- Space for the following: 3 retail stores, 8 offices, lobby area of at least 3,700 square feet, meetings and conferences of at least 3,700 square feet.

Architect will consult with Owner to determine the exact contents and dimensional requirements for the Events Center, and produce a final design that is affordable to the LCPFD and allow for maximum participation of all residents and visitors and meet the goals of the Owner and lessee of the Events Center.

2. Perform all building placement designs, utility designs, and all building designs including, architectural, structural, mechanical, electrical, and any other specialty systems required for a complete and functional facility as described in item 1.
  - A. Schematic Design Services. Prepare a complete Schematic Design including architectural floor plans, exterior elevations, and building sections, landscape site drawings, and framing plans, mechanical/plumbing and electrical Schematic design drawings. Prepare a Schematic Design Narrative describing the scope of the project for Architectural, Civil, Structural, Mechanical, and Electrical Systems. Prepare a complete Schematic Design Statement of Probable Construction Cost. Provide at least one three-dimensional exterior facility rendering and two interior renderings.
  - B. Design Development Services. Prepare Design Development drawings and preliminary technical specifications for each design discipline for the project. Prepare a Design Development Statement of Probable Construction Cost for all furniture, fixtures, and equipment (FF&E).
  - C. Construction Documents Services. Prepare 100% bid-ready construction documents including drawings and technical specifications for each design discipline for the project – except for those Mechanical, Electrical, Plumbing, and Fire systems that will be designated as “Bidder Designed”. For “Bidder Designed” systems, prepare detailed performance specifications to ensure installed systems meet all of Owner’s project requirements. Assist the LCPFD in the preparation of bidding documents. Prepare a Construction Documents Statement of Probable Construction Cost.

### 3. Construction Administration (CA) Services:

A. Required CA services for the pre-construction phase will include, as a fully integrated member of the project team: involvement in team meetings; critical path method schedule estimating for purchasing, construction, commissioning, close-out and move-in; conceptual estimating, preparation of detail estimates of developing designs and design alternates; regular systems analysis; value analysis, and constructability input to the developing design; early preparation of contract and supplier packaging plans; assistance in preparation of contract documents and selection process; identification of early award and long lead packages and early bidding and award if required; site investigations; and contract bidding and bid analysis.

B. The CA construction phase services include: conducting weekly project team meetings; contract administration; CPM schedule review and reporting; contract claims and impact analysis; change and issue management; time and cost control analysis, including claims mitigation; quality control and assurance; safety review; inspection of construction for contract conformance;

preparing reports of progress, cost, quality issues, claims, and commissioning and completion activities; project records maintenance.

To the extent not discussed above, Architect shall also perform all services described in its April 11, 2011 Fee & Scope Proposal, which is attached hereto and incorporated herein. Architect shall further perform all services requested by Owner during the course of the Project. To the extent a request by Owner requires services outside the agreed scope of these Contract Documents that will result in increased cost or time of performance, Architect may request an equitable adjustment as set forth in the Contract Documents.

## **II. ARCHITECT'S FEE**

For performance of all services and requirements under the Contract Documents, Architect will be paid the lump-sum amount of \$276,000.00. This amount reflects the use of "Bidder Designed" engineering for certain Mechanical, Electrical, Plumbing, and Fire systems that will be incorporated in Phase II. The fee structure is described in the April 11, 2011 Fee & Scope Proposal incorporated herein.

The lump-sum amount listed above is an all-inclusive not-to-exceed amount for the scope of services set forth in the Contract Documents, and includes all typically reimbursable expenses except for those items listed as "A/E Extra Services/Reimbursable Expenses" in the Washington State OFM *Guidelines for Determining Architect/Engineer Fees for Public Works Building Projects*. Architect shall be responsible for any cost overruns for the scope of services set forth in the Contract Documents. In the event Architect believes a request by Owner or other circumstance will require the performance of additional services beyond the scope of the Contract Documents and lump-sum fee, Architect shall notify LCPFD in writing before commencing said services.

**ATTACHMENT: April 11, 2011 Fee & Scope Proposal**

Lewis County Event Center Phase 2  
Fee & Scope Proposal

April 11, 2011

Dear Committee Members,

Thank you for choosing Camelot Architects to design and manage this project. Up until now, we have had only a limited role in this process and look forward to bringing our expertise and leadership to the project to ensure a successful project for you and for the community which it will serve.

Design Fee Overview

In general the amount of design fee necessary to produce a successful project is proportionate to the amount of work being constructed. Therefore, the Washington State Office of Financial Management has adopted a fee schedule based on a percentage of the construction cost of the project. They also publish a document titled Guidelines For Determining Architectural and Engineering Fees For Public Works Building Projects.

Deviating from these fees puts the facility at risk of having mistakes and errors, puts the process at risk of having change orders and puts everyone involved at risk of lawsuits during construction for inadequately funded design or construction services. Therefore we recommend you proceed with this project using the guidelines and fee rates established by the State of Washington, in order to adequately fund the process of design and project leadership.

Fee Approach for This Project

A unique aspect of this project is that all of the building systems, such as lights, heating, fire sprinklers, plumbing and cooling, have been deferred out of phase 1 and into phase 2. That means a significant amount of the phase 2 budget must now be allocated to provide those systems. It also means that the design fees normally associated with phase 1 were also deferred and will need to be added to the fees for phase 2.

Therefore the design fees for phase 2 cannot accurately be calculated as a percentage of only the phase 2 construction budget, but will have to also include a portion of the construction budget from phase 1, as will be explained using real numbers on the next page.

## Fee Calculation

Base on Published Rate Schedule

### Total Overall Fees (If the entire project were built)

Phase 1	\$2.1 M	9.48% Fee	\$199,000
Phase 2	\$4.5 M	8.71% Fee	\$392,000
Total Overall Fees (for \$6.6 M Budget)			\$591,000

### Breakdown of Phase 1 Fees

(Had it all been done as a public bid process)

Architectural Design	59,000	Complete in Phase 1
Architectural Coordination of Sub Consultants (1)	23,000	\$18,000 is Deferred to phase 2
Architectural Construction Phase Services (2)	35,000	\$11,000 is Deferred to phase 2
Structural Engineering Design	11,000	Complete in Phase 1
Structural Engineering Construction	5,000	Complete in Phase 1
MEP = Mech/Elec/Plumbing/Fire Design	46,000	\$46,000 Deferred to Phase 2
MEP Construction Phase Services	20,000	\$20,000 Deferred to Phase 2
Total	199,000	
Portion that was Deferred to Phase 2		\$95,000

### Footnotes

- (1) Architect is paid to manage sub consultants: mechanical, electrical, plumbing, fire, and structural; 81% of this portion of the fee (\$18,000) has been deferred to phase 2.
- (2) 33% (\$12,000) of the architect's construction budget is for the coordination of mechanical, electrical, plumbing, and fire design, which has been deferred.

## Fee Calculation

Base on Published Rate Schedule

### Breakdown of Phase 2 Fees (Based on \$4.5 M Construction)

Architectural Design	115,000	\$60,000 needed for \$1.6 M
Architectural Coordination of Sub Consultants (1)	46,000	\$35,000 needed for \$1.6 M
Architectural Construction Phase Services (2)	70,000	\$25,000 needed for \$1.6 M
<b>Architectural Total</b>	<b>\$231,000</b>	<b>\$120,000 needed phase 2</b>
Structural Engineering Design	22,000	\$22,000 needed for \$1.6 M
Structural Engineering Construction	10,000	\$10,000 needed for \$1.6 M
<b>Structural Engineering Total</b>	<b>\$32,000</b>	<b>\$32,000 needed phase 2</b>
MEP = Mech/Elec/Plumbing/Fire Design	90,000	\$90,000 needed for \$1.6 M
MEP Construction Phase Services	39,000	\$39,000 needed for \$1.6 M
<b>MEP Total</b>	<b>\$129,000</b>	<b>\$129,000 needed phase 2</b>
Total Phase 2 Fee (Based on \$4.5 M Budget)	392,000	
<b>Total Phase 2 Fee Needed for \$1.6 M Budget</b>		<b>\$281,000</b>

### Fee Summary For Phase 2 Design Contract:

Total Fees Deferred From Phase 1 to Phase 2	95,000
Total Fees Needed for \$1.6 M Budget of Phase 2	281,000
<b>Total Fees for Phase 2 Design Contract</b>	<b>376,000</b>

Options for the owner to consider that would reduce the fees:

- (1) If the 2<sup>nd</sup> floor were included as part of the Phase I contract then the \$32,000 structural engineering fee would be removed out of the Phase 2 fees shown here.
- (2) There is an option, rather than having the Mechanical, Electrical, Plumbing and Fire designed by our engineers, we could instead produce only a design specification for that portion of design work and ask for that portion of work to be "Bidder Designed". Therefore the actual design, plans, layout and permitting would be placed on the subcontractors. This would save about \$100,000 in the MEP fees.
  - a. The disadvantage is the quality might not be as good in terms of equipment and systems used and in the layout and design of those systems for best performance, although it is generally considered adequate. In this approach the owner loses the ability to be involved in the design of those systems, without the opportunity to customize the systems to meet their needs (examples, electrical plug locations, methods that lights are zoned with switches, zoning of

HVAC systems and locations of air ducts). The end user of the space sacrifices some ease of use and amenities that could otherwise be provided.

Items not included in this fee proposal include all items defined in the "Guidelines for Determining Architectural/Engineering Fees for Public Works Building Projects" as A/E Extra Services/Reimbursable Expenses.

**In Summary:**

There are two fee options being proposed as shown below.

**Full Design Fee (1)**

**Fee = \$376,000**

**Fee Option (1) Using MEP(2) as Bidder Design**

**Fee = \$276,000**

- (1) Both fees assume structural engineering of the mezzanine occurs in phase 2.
- (2) MEP = Mechanical/Electrical/Plumbing/Fire

We have enjoyed having a minor role in the development of this project and look forward to the opportunity to take a leadership role to move this project to being a success. If you have any questions about this proposal, please call me.

Sincerely,

*Paul McCormick*

Chief Executive Officer  
Camelot Architect & Engineers LLC  
(253) 380-1932

**EXHIBIT A**  
**A/E FEE SCHEDULE**  
**Effective July 1, 2007 for Projects Starting Design**

<b>MACC</b>	<b>SCH A</b>	<b>SCH B</b>	<b>SCH C</b>	<b>MACC</b>	<b>SCH A</b>	<b>SCH B</b>	<b>SCH C</b>
\$1,000,000	11.60%	10.15%	8.70%	\$4,400,000	10.12%	8.74%	7.35%
\$1,100,000	11.52%	10.07%	8.62%	\$4,500,000	10.09%	8.71%	7.33%
\$1,200,000	11.44%	9.99%	8.54%	\$4,600,000	10.07%	8.69%	7.31%
\$1,300,000	11.37%	9.92%	8.47%	\$4,700,000	10.04%	8.67%	7.29%
\$1,400,000	11.30%	9.86%	8.41%	\$4,800,000	10.02%	8.65%	7.27%
\$1,500,000	11.24%	9.79%	8.35%	\$4,900,000	10.00%	8.62%	7.25%
\$1,600,000	11.18%	9.73%	8.29%	\$5,000,000	9.97%	8.60%	7.23%
\$1,700,000	11.12%	9.68%	8.23%	\$5,100,000	9.95%	8.58%	7.21%
\$1,800,000	11.07%	9.63%	8.18%	\$5,200,000	9.93%	8.56%	7.20%
\$1,900,000	11.01%	9.57%	8.13%	\$5,300,000	9.90%	8.54%	7.18%
\$2,000,000	10.96%	9.53%	8.09%	\$5,400,000	9.88%	8.52%	7.16%
\$2,100,000	10.91%	9.48%	8.04%	\$5,500,000	9.86%	8.50%	7.14%
\$2,200,000	10.87%	9.43%	8.00%	\$5,600,000	9.84%	8.48%	7.12%
\$2,300,000	10.82%	9.39%	7.96%	\$5,700,000	9.82%	8.46%	7.11%
\$2,400,000	10.78%	9.35%	7.92%	\$5,800,000	9.80%	8.44%	7.09%
\$2,500,000	10.74%	9.31%	7.88%	\$5,900,000	9.78%	8.43%	7.07%
\$2,600,000	10.70%	9.27%	7.85%	\$6,000,000	9.76%	8.41%	7.06%
\$2,700,000	10.66%	9.23%	7.81%	\$6,100,000	9.74%	8.39%	7.04%
\$2,800,000	10.62%	9.20%	7.78%	\$6,200,000	9.72%	8.37%	7.03%
\$2,900,000	10.58%	9.16%	7.75%	\$6,300,000	9.70%	8.35%	7.01%
\$3,000,000	10.54%	9.13%	7.72%	\$6,400,000	9.68%	8.34%	7.00%
\$3,100,000	10.51%	9.10%	7.68%	\$6,500,000	9.66%	8.32%	6.98%
\$3,200,000	10.47%	9.06%	7.66%	\$6,600,000	9.64%	8.30%	6.97%
\$3,300,000	10.44%	9.03%	7.63%	\$6,700,000	9.62%	8.29%	6.95%
\$3,400,000	10.41%	9.00%	7.60%	\$6,800,000	9.61%	8.27%	6.94%
\$3,500,000	10.38%	8.97%	7.57%	\$6,900,000	9.59%	8.26%	6.92%
\$3,600,000	10.34%	8.94%	7.54%	\$7,000,000	9.57%	8.24%	6.91%
\$3,700,000	10.31%	8.92%	7.52%	\$7,100,000	9.55%	8.22%	6.90%
\$3,800,000	10.28%	8.89%	7.49%	\$7,200,000	9.54%	8.21%	6.88%
\$3,900,000	10.26%	8.86%	7.47%	\$7,300,000	9.52%	8.19%	6.87%
\$4,000,000	10.23%	8.84%	7.45%	\$7,400,000	9.50%	8.18%	6.86%
\$4,100,000	10.20%	8.81%	7.42%	\$7,500,000	9.49%	8.16%	6.84%
\$4,200,000	10.17%	8.79%	7.40%	\$7,600,000	9.47%	8.15%	6.83%
\$4,300,000	10.15%	8.76%	7.38%	\$7,700,000	9.45%	8.14%	6.82%

MACC	SCH A	SCH B	SCH C	MACC	SCH A	SCH B	SCH C
\$7,800,000	9.44%	8.12%	6.80%	\$11,700,000	8.92%	7.67%	6.41%
\$7,900,000	9.42%	8.11%	6.79%	\$11,800,000	8.91%	7.66%	6.40%
\$8,000,000	9.41%	8.09%	6.78%	\$11,900,000	8.90%	7.65%	6.39%
\$8,100,000	9.39%	8.08%	6.77%	\$12,000,000	8.89%	7.64%	6.38%
\$8,200,000	9.38%	8.07%	6.76%	\$12,100,000	8.88%	7.63%	6.38%
\$8,300,000	9.36%	8.05%	6.74%	\$12,200,000	8.87%	7.62%	6.37%
\$8,400,000	9.35%	8.04%	6.73%	\$12,300,000	8.86%	7.61%	6.36%
\$8,500,000	9.33%	8.03%	6.72%	\$12,400,000	8.85%	7.60%	6.35%
\$8,600,000	9.32%	8.01%	6.71%	\$12,500,000	8.84%	7.59%	6.34%
\$8,700,000	9.30%	8.00%	6.70%	\$12,600,000	8.83%	7.58%	6.34%
\$8,800,000	9.29%	7.99%	6.69%	\$12,700,000	8.82%	7.57%	6.33%
\$8,900,000	9.27%	7.97%	6.68%	\$12,800,000	8.81%	7.56%	6.32%
\$9,000,000	9.26%	7.96%	6.66%	\$12,900,000	8.80%	7.56%	6.31%
\$9,100,000	9.25%	7.95%	6.65%	\$13,000,000	8.79%	7.55%	6.30%
\$9,200,000	9.23%	7.94%	6.64%	\$13,100,000	8.78%	7.54%	6.30%
\$9,300,000	9.22%	7.93%	6.63%	\$13,200,000	8.77%	7.53%	6.29%
\$9,400,000	9.20%	7.91%	6.62%	\$13,300,000	8.76%	7.52%	6.28%
\$9,500,000	9.19%	7.90%	6.61%	\$13,400,000	8.75%	7.51%	6.28%
\$9,600,000	9.18%	7.89%	6.60%	\$13,500,000	8.74%	7.50%	6.27%
\$9,700,000	9.16%	7.88%	6.59%	\$13,600,000	8.73%	7.50%	6.26%
\$9,800,000	9.15%	7.87%	6.58%	\$13,700,000	8.72%	7.49%	6.25%
\$9,900,000	9.14%	7.86%	6.57%	\$13,800,000	8.71%	7.48%	6.25%
\$10,000,000	9.13%	7.84%	6.56%	\$13,900,000	8.70%	7.47%	6.24%
\$10,100,000	9.11%	7.83%	6.55%	\$14,000,000	8.69%	7.46%	6.23%
\$10,200,000	9.10%	7.82%	6.54%	\$14,100,000	8.68%	7.45%	6.23%
\$10,300,000	9.09%	7.81%	6.53%	\$14,200,000	8.67%	7.45%	6.22%
\$10,400,000	9.08%	7.80%	6.52%	\$14,300,000	8.66%	7.44%	6.21%
\$10,500,000	9.06%	7.79%	6.51%	\$14,400,000	8.65%	7.43%	6.20%
\$10,600,000	9.05%	7.78%	6.51%	\$14,500,000	8.65%	7.42%	6.20%
\$10,700,000	9.04%	7.77%	6.50%	\$14,600,000	8.64%	7.41%	6.19%
\$10,800,000	9.03%	7.76%	6.49%	\$14,700,000	8.63%	7.41%	6.18%
\$10,900,000	9.02%	7.75%	6.48%	\$14,800,000	8.62%	7.40%	6.18%
\$11,000,000	9.00%	7.74%	6.47%	\$14,900,000	8.61%	7.39%	6.17%
\$11,100,000	8.99%	7.73%	6.46%	\$15,000,000	8.60%	7.38%	6.16%
\$11,200,000	8.98%	7.72%	6.45%	\$15,100,000	8.59%	7.38%	6.16%
\$11,300,000	8.97%	7.71%	6.44%	\$15,200,000	8.58%	7.37%	6.15%
\$11,400,000	8.96%	7.70%	6.43%	\$15,300,000	8.58%	7.36%	6.14%
\$11,500,000	8.95%	7.69%	6.43%	\$15,400,000	8.57%	7.35%	6.14%
\$11,600,000	8.94%	7.68%	6.42%	\$15,500,000	8.56%	7.35%	6.13%

MACC	SCH A	SCH B	SCH C	MACC	SCH A	SCH B	SCH C
\$15,600,000	8.55%	7.34%	6.13%	\$19,500,000	8.25%	7.08%	5.91%
\$15,700,000	8.54%	7.33%	6.12%	\$19,600,000	8.25%	7.07%	5.90%
\$15,800,000	8.53%	7.32%	6.11%	\$19,700,000	8.24%	7.07%	5.90%
\$15,900,000	8.52%	7.32%	6.11%	\$19,800,000	8.23%	7.06%	5.89%
\$16,000,000	8.52%	7.31%	6.10%	\$19,900,000	8.23%	7.06%	5.89%
\$16,100,000	8.51%	7.30%	6.09%	\$20,000,000	8.22%	7.05%	5.88%
\$16,200,000	8.50%	7.29%	6.09%	\$20,100,000	8.21%	7.04%	5.88%
\$16,300,000	8.49%	7.29%	6.08%	\$20,200,000	8.21%	7.04%	5.87%
\$16,400,000	8.48%	7.28%	6.08%	\$20,300,000	8.20%	7.03%	5.87%
\$16,500,000	8.48%	7.27%	6.07%	\$20,400,000	8.19%	7.03%	5.86%
\$16,600,000	8.47%	7.27%	6.06%	\$20,500,000	8.19%	7.02%	5.86%
\$16,700,000	8.46%	7.26%	6.06%	\$20,600,000	8.18%	7.02%	5.85%
\$16,800,000	8.45%	7.25%	6.05%	\$20,700,000	8.17%	7.01%	5.85%
\$16,900,000	8.44%	7.25%	6.05%	\$20,800,000	8.17%	7.00%	5.84%
\$17,000,000	8.44%	7.24%	6.04%	\$20,900,000	8.16%	7.00%	5.84%
\$17,100,000	8.43%	7.23%	6.04%	\$21,000,000	8.15%	6.99%	5.83%
\$17,200,000	8.42%	7.22%	6.03%	\$21,100,000	8.15%	6.99%	5.83%
\$17,300,000	8.41%	7.22%	6.02%	\$21,200,000	8.14%	6.98%	5.82%
\$17,400,000	8.40%	7.21%	6.02%	\$21,300,000	8.13%	6.98%	5.82%
\$17,500,000	8.40%	7.20%	6.01%	\$21,400,000	8.13%	6.97%	5.81%
\$17,600,000	8.39%	7.20%	6.01%	\$21,500,000	8.12%	6.97%	5.81%
\$17,700,000	8.38%	7.19%	6.00%	\$21,600,000	8.12%	6.96%	5.81%
\$17,800,000	8.37%	7.19%	6.00%	\$21,700,000	8.11%	6.95%	5.80%
\$17,900,000	8.37%	7.18%	5.99%	\$21,800,000	8.10%	6.95%	5.80%
\$18,000,000	8.36%	7.17%	5.98%	\$21,900,000	8.10%	6.94%	5.79%
\$18,100,000	8.35%	7.17%	5.98%	\$22,000,000	8.09%	6.94%	5.79%
\$18,200,000	8.34%	7.16%	5.97%	\$22,100,000	8.08%	6.93%	5.78%
\$18,300,000	8.34%	7.15%	5.97%	\$22,200,000	8.08%	6.93%	5.78%
\$18,400,000	8.33%	7.15%	5.96%	\$22,300,000	8.07%	6.92%	5.77%
\$18,500,000	8.32%	7.14%	5.96%	\$22,400,000	8.07%	6.92%	5.77%
\$18,600,000	8.32%	7.13%	5.95%	\$22,500,000	8.06%	6.91%	5.77%
\$18,700,000	8.31%	7.13%	5.95%	\$22,600,000	8.05%	6.91%	5.76%
\$18,800,000	8.30%	7.12%	5.94%	\$22,700,000	8.05%	6.90%	5.76%
\$18,900,000	8.29%	7.12%	5.94%	\$22,800,000	8.04%	6.90%	5.75%
\$19,000,000	8.29%	7.11%	5.93%	\$22,900,000	8.04%	6.89%	5.75%
\$19,100,000	8.28%	7.10%	5.93%	\$23,000,000	8.03%	6.89%	5.74%
\$19,200,000	8.27%	7.10%	5.92%	\$23,100,000	8.02%	6.88%	5.74%
\$19,300,000	8.27%	7.09%	5.92%	\$23,200,000	8.02%	6.88%	5.73%
\$19,400,000	8.26%	7.09%	5.91%	\$23,300,000	8.01%	6.87%	5.73%

MACC	SCH A	SCH B	SCH C	MACC	SCH A	SCH B	SCH C
\$23,400,000	8.01%	6.87%	5.73%	\$27,000,000	7.81%	6.70%	5.59%
\$23,500,000	8.00%	6.86%	5.72%	\$28,000,000	7.76%	6.66%	5.55%
\$23,600,000	8.00%	6.86%	5.72%	\$29,000,000	7.72%	6.62%	5.52%
\$23,700,000	7.99%	6.85%	5.71%	\$30,000,000	7.67%	6.58%	5.48%
\$23,800,000	7.98%	6.85%	5.71%	\$31,000,000	7.63%	6.54%	5.45%
\$23,900,000	7.98%	6.84%	5.71%	\$32,000,000	7.58%	6.50%	5.42%
\$24,000,000	7.97%	6.84%	5.70%	\$33,000,000	7.54%	6.46%	5.39%
\$24,100,000	7.97%	6.83%	5.70%	\$34,000,000	7.50%	6.43%	5.36%
\$24,200,000	7.96%	6.83%	5.69%	\$35,000,000	7.46%	6.40%	5.33%
\$24,300,000	7.96%	6.82%	5.69%	\$36,000,000	7.42%	6.36%	5.30%
\$24,400,000	7.95%	6.82%	5.69%	\$37,000,000	7.38%	6.33%	5.28%
\$24,500,000	7.95%	6.81%	5.68%	\$38,000,000	7.35%	6.30%	5.25%
\$24,600,000	7.94%	6.81%	5.68%	\$39,000,000	7.31%	6.27%	5.22%
\$24,700,000	7.93%	6.80%	5.67%	\$40,000,000	7.28%	6.24%	5.20%
\$24,800,000	7.93%	6.80%	5.67%	\$41,000,000	7.24%	6.21%	5.18%
\$24,900,000	7.92%	6.79%	5.67%	\$42,000,000	7.21%	6.18%	5.15%
\$25,000,000	7.92%	6.79%	5.66%	\$43,000,000	7.18%	6.15%	5.13%
\$25,100,000	7.91%	6.79%	5.66%	\$44,000,000	7.15%	6.13%	5.11%
\$25,200,000	7.91%	6.78%	5.65%	\$45,000,000	7.12%	6.10%	5.09%
\$25,300,000	7.90%	6.78%	5.65%	\$46,000,000	7.09%	6.07%	5.06%
\$25,400,000	7.90%	6.77%	5.65%	\$47,000,000	7.06%	6.05%	5.04%
\$25,500,000	7.89%	6.77%	5.64%	\$48,000,000	7.03%	6.03%	5.02%
\$25,600,000	7.89%	6.76%	5.64%	\$49,000,000	7.00%	6.00%	5.00%
\$25,700,000	7.88%	6.76%	5.63%	\$50,000,000	6.97%	5.98%	4.98%
\$25,800,000	7.88%	6.75%	5.63%				
\$25,900,000	7.87%	6.75%	5.63%				
\$26,000,000	7.86%	6.74%	5.62%				

SCHEDULE A =  $90 / (625 + (\text{MACC} / (4493 / 2418))^{0.38})$

SCHEDULE B =  $(\text{SCHEDULE A} + \text{SCHEDULE C}) / 2$

SCHEDULE C =  $(9.03 / (57.3 + (\text{MACC} / (4493 / 2418))^{0.25})) - 0.02$

# **Guidelines for Determining Architect/Engineer Fees for Public Works Building Projects**

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**Note:** These guidelines have been revised and are in effect for projects starting design on or after July 1, 2009.

For the purpose of budgeting for capital projects, the estimated value of the Architectural/Engineering (A/E) Basic Services fee (Exhibit A) can be determined by use of these guidelines. These fee guidelines are divided into three levels determined by the type and complexity of the building, and are to be used for preparation of capital budget requests for Washington State public works building projects under the jurisdiction of the Department of General Administration, universities, natural resource agencies, and the Department of Transportation. A/E Basic Services are defined in this document.

The payment of A/E fees represents some of the most important dollars spent on a project. These funds are an investment that affects both the quality and successful completion of a project. Recognizing this, calculation of a fee structure to obtain quality design at a reasonable cost presents a challenge. There are pros and cons associated with any system used to set fees, and there is great variation in the types and complexity of state construction projects.

These fee guidelines originally were the outcome of a study coordinated by the Office of Financial Management (OFM), which included the Washington Council of the American Institute of Architects, the American Council of Engineering Companies of Washington, universities, and other state agencies, which reviewed other fee guidelines and contacted other states to identify approaches used. Also, within state government, state agencies documented examples where the existing fee system posed problems; and they developed specific suggested changes that would improve the state system. Higher education agencies provided evaluations of the scope, magnitude, and methods used to establish fees for design services at peer institutions. Updates to the fee guidelines have considered issues raised by the design community and state agencies.

## **Use of the Guidelines**

These fee guidelines should be used in preparing capital budget requests to determine the A/E Basic Services fee in fixed price agreements and percent of construction cost agreements. The guidelines define the standard basic services (based on the definition of basic services) that should be included in each design phase of state public works projects for the typical design/bid/build process. They also provide further definition of what are considered reimbursable expenses, extra and other services.

Agencies may choose to pay design consultant fees or allow extra and other charges in a manner other than described in these guidelines, and any additional cost (above the level provided by the guidelines) may be paid from other agency resources.

## Guidelines for Determining Architect/Engineer Fees for Public Works Building Projects

### Percent Fee Compensation

The standard fee schedule has been prepared to establish a basis for determining the scope and cost of design services and focus the attention of agencies on the quality, capability, and prior performance of the firms being selected for public works projects.

The fee schedule is to be used for capital budget request preparation. The actual contracts for basic services payable to the A/E shall be a negotiated fixed amount or a percentage of the construction cost of the project not including fees, licenses, permits, sales taxes, and change orders caused by A/E errors or omissions, or change orders which do not require services of the design consultant. Based on the specific circumstances of each project, the final negotiated fee may be above or below the guidelines shown on the schedule. In addition to the basic services fee, allowances will be negotiated for services not covered in the basic services contract.

### Maximum Allowable Construction Cost

The Maximum Allowable Construction Cost (MACC) is defined as the total sum available to the A/E for construction purposes, including all alternates. The MACC excludes Washington state sales tax, professional fees, project contingency funds, or other charges that may not be under the scope of the architect (see Cost Estimate in Capital Budget System (CBS)). The A/E basic services fee is based on the MACC inflated to the midpoint of construction. For General Contractor/Construction Manager (GC/CM) projects, the A/E basic services fee is based on the MACC less the GC/CM risk contingency.

### Remodel Design

A/E costs and effort may vary greatly between individual remodeling projects of the same dollar amount. Consequently, each project will be analyzed on an individual basis. As a general rule, the fee will be based upon the building type classification. When program changes are significant or other conditions warrant, fees noted under those schedules may be increased by *up to two percent* for basic services. The factors to be considered include:

- Age and character of the building.
- Availability and accuracy of existing plans and specifications.
- Extent and type of program revisions.
- Requirement to maintain the building's existing character.
- Extent of mechanical and electrical involvement.

Phased construction in occupied buildings may substantially affect the construction schedule. More field observation and coordination may require consideration of additional fees beyond the basic services contract amount.

## Fee Modifications

It is recognized that there may be considerable variance between projects of a similar size and type that may necessitate modification of the A/E fee schedule. Examples of special circumstances that may necessitate such modifications include:

- Unusual site conditions.
- Unique problems requiring specialized or extensive consulting services.
- Renovations required by additions to an existing structure.
- Unusually slow or fast development schedule (fast track, design build, GC/CM)
- Contractor design (fire protection systems).
- Large portions of work that are outside the control of the prime architect (wetlands mitigation).

Other circumstances where a fee modification may be appropriate include the following:

### Repetitive Design

Where all or part of a project is a site adaptation of a previous design, the basic services fee shall be negotiated recognizing the reduced level of services. Usually, this reduces the Program Analysis, Design, and Bidding Document Preparation costs to an amount necessary to update the documents for site work, code revisions, etc. Reductions must be considered on a case-by-case basis.

### Equipment and Substantially Reduced Work Requirements

Where a project involves a substantial amount of expensive equipment that may be relatively easy to accommodate, fees should be reduced accordingly. Likewise, any contract or modification to a contract where work requirements are substantially less than indicated by the application of a percentage fee need to be addressed separately. Projects with disproportionate elements of high cost, such as earth moving, may be relatively easy to design and fees should be reduced accordingly.

### Prototype Design

The initial design of a prototype facility, such as a housing unit at an institution, may warrant a full design fee based on the previous development of the prototype. However, the fee for A/E basic services for all additional replications of the prototype constructed at the same time or at other locations in the future shall be calculated at 40 percent of full fees.

## Policy Regarding Geographic Location of Consultant

It is the state of Washington's policy to obtain the highest quality design services for a fair and equitable payment to the design firm. The state recognizes that the investment for quality design services is directly related to a well-organized construction process and maximum functionality of the completed project. With this in mind, proposals for design services will be accepted from all firms wishing to work for the state, and evaluated based on the firm's capability, competency, and experience in successfully completing similar projects.

## Guidelines for Determining Architect/Engineer Fees for Public Works Building Projects

The fee structure should be appropriate for each project, regardless of the location of the consultant. The basic services fee includes all travel costs associated with the performance of basic services within a 50-mile radius of the project. General expenses for the cost of travel and per diem between 50 and 350 miles shall be based on state rates and may be reimbursable to the extent they are reasonable and negotiated within the A/E agreement. Travel expenses beyond 350 miles for both the agency and consultants must be justified in writing when submitting a budget request to OFM.

### Basic Services Fee Breakdown

The following is a guide for breaking down the A/E fee into approximate percentages for each phase of work. Although it is not intended to be absolute, significant deviations should be closely reviewed. The intent of this guide is to ensure that design requirements progress in an orderly manner and that essential planning and system development occur at a stage where it is most beneficial to the project. Essential elements of the work should be completed and approved prior to initiating succeeding design phases. For a more detailed explanation of the activities normally included in each phase, please see the A/E Basic Services section.

The basic fee categories are described in greater detail below:

Project Phase	Percent of Basic Services Fee
Schematic Design	13
Design Development	20
Construction Document	36
Bidding	2
Construction	27
Project	2

### A/E Basic Services

A/E Basic Design Services consist of the services described in the following pages and are included on the Capital Project Cost Estimate within CBS. These design services include normal architectural, structural, civil, mechanical, and electrical engineering services.

#### Schematic Design Services (13 Percent)

In the Schematic Design Phase, the A/E provides those services necessary to prepare Schematic Design Documents consisting of drawings and other documents illustrating the general scope, scale, and relationship of project components for approval by the agency. Design should be conceptual in character, based on the requirements developed during the Predesign Phase,

## Guidelines for Determining Architect/Engineer Fees for Public Works Building Projects

approved by the agency, or program requirements provided by the agency and reviewed and agreed upon by the A/E. Schematic design includes the following:

<b>Project Administration</b>	Services consisting of schematic design administrative functions including consultation, meetings and correspondence, and progress design review conferences.
<b>Disciplines Coordination</b>	Coordination between the architectural work and engineering work and other involved consultants for the project. When specialty consultants are used, additional coordination beyond basic services <b>may</b> be required and negotiated for appropriate phases of the work.
<b>Document Checking</b>	Review and coordination of project documents.
<b>Consulting Permitting Authority</b>	Consultations, research of critical applicable regulations, preparation of written and graphic explanatory materials. The services apply to applicable laws, statutes, regulations, and codes.
<b>Data Coordination User Agency</b>	Review and coordination of data furnished for the project by the agency.
<b>Architectural Design</b>	Services responding to scope of work (program/pre-design) requirements and consisting of preparation of conceptual site and building plans, schematic sections and elevations, preliminary selection of building systems and materials, development of approximate dimensions, areas and volumes.
<b>Structural Design</b>	Services consisting of recommendations regarding basic structural material and systems, analysis, and development of conceptual design solutions.
<b>Mechanical Design</b>	Services consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for energy sources/conservation, heating, ventilating and air conditioning (HVAC), plumbing, fire protection, and general space requirements.
<b>Electrical Design</b>	Services consisting of consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analysis, and development of conceptual design solutions for power service and distribution, lighting, communication raceways, fire detection and alarms, and general space requirements.
<b>Civil/Site Design</b>	Services consisting of site planning including layout of site features, building position, preliminary grading, location of paving for walkways, driveways and parking, and fencing locations. Also included are the normal connections required to service the building such as water, drainage, and sanitary systems, if applicable.
<b>Specifications</b>	Services consisting of preparation for agency's approval of proposed development of architectural outline specifications, and coordination of outline specifications of other disciplines.
<b>Materials Research</b>	Services consisting of identification of potential of architectural materials, systems, and equipment.
<b>Scheduling</b>	Services consisting of reviewing and updating previously established project schedules or initial development of schedules for decision-making, design, and documentation.

## Guidelines for Determining Architect/Engineer Fees for Public Works Building Projects

<b>Cost Estimating</b>	Services consisting of development of a probable construction cost from quantity surveys and unit costs of building elements for the project. Costs shall reflect the level of design elements presented in the Schematic Design documents, plus appropriate design contingencies to encompass unidentified scope ultimately included in the program. Assist user agency with analyzing scope, schedule, and budget options to stay within the MACC.
<b>Presentations</b>	Services consisting of appropriate presentation(s) of Schematic Design documents by the A/E to agency representatives

### Design Development Services (20 Percent)

In the Design Development Phase, the A/E shall provide those services necessary to prepare from the approved Schematic Design Documents, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire project for approval by the agency. Consideration shall be given to availability of materials, equipment and labor, construction sequencing and scheduling, economic analysis of construction and operations, user safety and maintenance requirements, and energy conservation. Design Development includes the following:

<b>Project Administration</b>	Services consisting of design development administrative functions including consultation, meetings and correspondence, and progress design review conferences with user agency.
<b>Disciplines Coordination</b>	Coordination of the architectural work and the work of engineering with other involved consultants for the project.
<b>Document Checking</b>	Review and coordination of documents prepared for the project.
<b>Permitting Authority Consulting</b>	Consultations, research of critical applicable regulations, preparation of written and graphic explanatory materials. The services apply to applicable laws, statutes, regulations, and codes. Assist in obtaining approval from approving agencies as required.
<b>User Agency Data Coordination</b>	Review and coordination of data furnished for the project by the agency.
<b>Architectural Design</b>	Services consisting of continued development and expansion of architectural Schematic Design Documents to establish the final scope, relationships, forms, size, and appearance of the project through plans, sections and elevations, typical construction details, three-dimensional sketches, materials selections, and equipment layouts.
<b>Structural Design</b>	Services consisting of continued development of the specific structural system(s) and Schematic Design Documents in sufficient detail to establish basic structural system and dimensions, structural design criteria, foundation design criteria, preliminary sizing of major structural components, critical coordination clearances, and outline specifications or materials lists.

## Guidelines for Determining Architect/Engineer Fees for Public Works Building Projects

<b>Mechanical Design</b>	Services consisting of continued development and expansion of mechanical Schematic Design Documents and development of outline specifications or materials lists to establish approximate equipment sizes and capacities, preliminary equipment layouts, required space for equipment, chases and clearances, acoustical and vibration control, visual impacts, and energy conservation measures.
<b>Electrical Design</b>	Services consisting of continued development and expansion of electrical Schematic Design Documents and development of outline specifications or materials lists to establish criteria for lighting, electrical and communication raceways, approximate sizes and capacities of major components, preliminary equipment layouts, required space for equipment, chases, and clearances.
<b>Site Design</b>	Services consisting of continued development of civil/site Schematic Design documents and development of outline specifications required for the project that are normally prepared by the architect. See Extra Services for detailed civil design services beyond basic services.
<b>Specifications</b>	Services consisting of preparation for agency's approval of proposed General and Supplementary Conditions of the Contract for construction, development of architectural outline specifications, coordination of outline specifications of other disciplines, and production of design manual including design criteria, and outline specifications of materials lists.
<b>Scheduling</b>	Services consisting of reviewing and updating previously established schedules for the project.
<b>Cost Estimating</b>	Services consisting of development of a probable construction cost from quantity surveys and unit costs of building elements for the project. Costs shall reflect the level of design elements presented in the Design Development documents, plus appropriate design contingencies to encompass unidentified scope ultimately included in the program. Assist user agency with analyzing scope, schedule and budget options to stay within the MACC.
<b>Presentations</b>	Services consisting of appropriate presentation(s) of Design Development documents by the A/E to agency representatives.

### Construction Document Services (36 Percent)

In the Construction Documents Phase, the A/E shall provide those services necessary to prepare for approval by the agency, from the approved Design Development Documents, Construction Documents consisting of drawings, specifications, and other documents setting forth in detail the requirements for construction of the project and bidding and contracting for the construction of the project.

## **Guidelines for Determining Architect/Engineer Fees for Public Works Building Projects**

<b>Project Administration</b>	Services consisting of construction documents, administrative functions including consultation, meetings and correspondence, and progress design review conferences.
<b>Disciplines Coordination</b>	Coordination of the architectural work, with the work of engineering, and with other involved consultants for the project.
<b>Document Checking</b>	Review and coordination of documents prepared for the project.
<b>Permitting Authority Consulting</b>	Consultations, research of critical applicable regulations, preparation of written and graphic explanatory materials. The services apply to applicable laws, statutes, regulations, and codes. Assist in obtaining approval from approving agencies as required.
<b>User Agency Data Coordination</b>	Review and coordination of data furnished for the project by the agency.
<b>Architectural Design</b>	Services consisting of preparation of drawings based on approved Design Development Documents setting forth in detail the architectural construction requirements for the project.
<b>Structural Design</b>	Services consisting of preparation of final structural engineering calculations, drawings and specifications based on approved Design Development Documentation, setting forth in detail the structural construction requirements for the project.
<b>Mechanical Design</b>	Services consisting of preparation of final mechanical engineering calculation, drawings and specifications based on approved Design Development Documentation, setting forth in detail the mechanical construction requirements for the project.
<b>Electrical Design</b>	Services consisting of preparation of final electrical engineering calculation, drawing and specifications based on approved Design Development documentation, setting forth in detail the electrical construction requirements for the project.
<b>Site Design</b>	Services consisting of preparation of final civil/site design drawings and specifications based on approved Design Development documentation required for the project, which are normally prepared by the architect. See Extra Services for detailed civil design services beyond basic services.
<b>Specifications</b>	Services consisting of activities of development and preparation of bidding documents, Conditions of the Contract, architectural specifications, coordination of specifications prepared by other disciplines, and compilation of project manual.
<b>Cost Estimating</b>	Services consisting of development of a probable construction cost from quantity surveys and unit costs of building elements for the project. Costs shall reflect the level of design elements presented in the Construction documents plus appropriate design contingencies to encompass unidentified scope ultimately included in the program. Assist user agency with analyzing scope, schedule, and budget options to stay within the MACC.
<b>Scheduling</b>	Services consisting of reviewing and updating previously established schedules for the project.

## Guidelines for Determining Architect/Engineer Fees for Public Works Building Projects

**User Agency Assistance** Provide necessary information to user agency for the preparation of OFM requirements for release of allotments including preparation of cost statistics.

### Bidding Phase (2 Percent)

In the Bidding Phase, the A/E, following the agency's approval of the Construction Documents and the most recent statement of probable construction cost, shall provide those services necessary for the A/E to assist the agency in obtaining bids and in awarding and preparing contracts for construction. In the case of phased construction, the agency may authorize bidding of portions of the work.

<b>Project Administration</b>	Services consisting of bidding administrative functions.
<b>Disciplines Coordination</b>	Coordination between the architectural work and the work of engineering and other involved consultants for the project.
<b>Bidding Materials</b>	Services consisting of organizing, coordinating, and handling Bidding Documents for reproduction, distribution and retrieval, receipt, and return of document deposits.
<b>Addenda</b>	Services consisting of preparation and distribution of Addenda as may be required during bidding and including supplementary drawings, specifications, instructions, and notice(s) of changes in the bidding schedule and procedure.
<b>Bidding</b>	Services consisting of participation in pre-bid conferences, responses to questions from bidders, and clarification or interpretations of the bidding documents, attendance at bid opening, and documentation and distribution of bidding results.
<b>Analysis of Substitutions</b>	Services consisting of consideration, analysis, comparisons, and recommendations relative to substitutions proposed by bidders prior to receipt of bids.
<b>Bid Evaluation</b>	Services consisting of validation of bids, participation in review of bids and alternates, evaluation of bids, and recommendation on award of contract.
<b>Contract Agreements</b>	Assist using agency in notification of contract award, assistance in preparation of Construction Contract agreements when required, preparation and distribution of sets of contract documents for execution of the contract, receipt, distribution and processing, for agency approval, of required certificates of insurance, bonds and similar documents, and preparation and distribution to contractor(s) on behalf of the agency, of notice(s) to proceed with the work.

## Construction Contract Administration Phase (27 Percent)

In the Construction Contract Administration Phase, the A/E shall provide those services necessary for the administration of the construction contract as set forth in the General Conditions of the Contract for Construction.

<b>Project Administration</b>	Services consisting of construction contract administrative functions including consultation, conferences, communications, and progress reports.
<b>Disciplines Coordination</b>	Coordination between the architectural work and the work of engineering and other involved consultants for the project. Reviewing and checking of documents (required submittals) prepared for the project.
<b>Document Checking</b>	
<b>Permitting Authority Consulting</b>	Services relating to applicable laws, statutes, regulations and codes of regulating entities relating to the agency's interests during construction of the project.
<b>Construction Administration</b>	Services consisting of processing of submittals, including receipt, review of and appropriate action on shop drawings, product data, samples, and other submittals required by the contract documents. Distribution of submittals to agency, contractor, and field representatives as required. Maintenance of master file of submittals and related communications.
<b>Construction Field Observation</b>	Services consisting of visits to the site at intervals appropriate to the stage of construction or as otherwise agreed to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the contract documents, and preparing related reports and communications. A/E to chair project meetings.
<b>Project Representation</b>	Services consisting of assisting the agency in selection of full- or part-time project representative(s).
<b>Documents</b>	Services consisting of preparation, reproduction, and distribution of clarification documents and interpretations in response to requests for clarification by contractors or the user agency. Maintenance of records and coordination of communications relative to requests for clarification or information (RFI). Preparation, reproduction and distribution of drawings and specifications to describe work to be added, deleted or modified, review of proposals, review and recommend changes in time for substantial completion, assisting in the preparation of modifications of the contracts and coordination of communications, approvals, notifications, and record-keeping relative to changes in the work. Additional fees for changes to the scope of a project shall be negotiated.
<b>Scheduling</b>	Services consisting of monitoring the progress of the contractors relative to established schedules and making status reports to the user agency.
<b>Cost Accounting</b>	Services consisting of maintenance of records of payments on account of the contract and all changes thereto, evaluation of applications for payment and certification thereof, and review and evaluation of cost data submitted by the contractors for work performed.

## Project Closeout (2 Percent)

<b>Project Closeout</b>	Services initiated upon notice from the contractor that the work is sufficiently complete, in accordance with the contract documents, to permit occupancy or utilization for the use for which it is intended, and consisting of a detailed inspection for conformity of the work to the contract documents, issuance of certificate of substantial completion, issuance of a list of remaining work required (punch list), final inspections, receipt and transmittal of warranties, affidavits, receipts, releases and waivers of lien or bonds, permits, and issuance of final certificate for payment.
<b>Record Documents (As-Builts)</b>	Receive and review the contractors marked up field records. Supply the record documents to user agency. (Transferring the contractor's record of field changes to the original record drawings may be authorized by the owner as an additional service.)
<b>Operations and Maintenance Manuals</b>	Services consisting of processing, reviewing, commenting on, taking appropriate action, and transmitting Operations and Maintenance Manuals provided by the contractor to user agency.
<b>Warranty Period</b>	Continued assistance to investigate contract problems that arise during the warranty period.

## A/E Extra Services/Reimbursables and Other Services

The majority of projects should be completed within the structure of the basic fee schedule. Some projects will be more complex and will require a range of **Extra Services/Reimbursables and Other Services**, which will be negotiated for specific tasks. These services typically require specialist expertise and may not neatly fall within one phase of service or another. As projects become more complex, they demand a variety of special studies and services. Extra Services/Reimbursables are those services generally provided by the same A/E providing the basic services, and Other Services are those services generally provided by additional specialty consultants, either as subs to the prime A/E or as independent consultants directly contracted with the agency.

Extra services are not intended as an adjustment to basic services and should reflect actual anticipated cost. The following provides a guideline for evaluating the pricing of Extra and Other services, and establishing the eligibility of reimbursable expenses. On the Cost Estimate within CBS, these services are listed under section, A/E Extra Services/Reimbursables and section B-4, Other Services.

### A. Pricing Consultants and Subconsultant Personnel

<b>Multiplier</b>	Negotiated rate to fall within a range of 2 to 3.2 times employee direct base salary (not including fringe benefits, taxes, retirement contributions, or profit sharing).
<b>Employees of Firm</b>	Negotiated rate not to exceed a maximum of \$120 per hour.

## Guidelines for Determining Architect/Engineer Fees for Public Works Building Projects

<b>Principal of Firm</b>	A Principal is defined as a partner of a partnership, a stockholder of a corporation, or a duly authorized officer. The negotiated rate not to exceed \$150 per hour.
<b>Special Consulting Services</b>	When special consulting services not normally associated with traditional project design are necessary, the fee may be outside of the above guidelines (such as expert witness or special investigations).
<b>Service Charge on Sub-Consultant</b>	Ten percent service charge may be added to work incorporated by addenda to the original agreement.

### B. A/E Extra Services/Reimbursable Expenses

When drafting the A/E agreement, the Project Manager should review the following lists in determining eligible reimbursable items. The lists are not all-inclusive or exclusive and should only be used as a guide.

<b>Alternative Cost Studies</b>	Additional costing beyond the reactive estimates required in basic services as requested by the agency.
<b>Energy Life Cycle Cost Analysis</b>	All projects over 25,000 square feet are required by RCW 39.35 to be analyzed for the cost of energy consumption and operation during its entire economic life.
<b>Commissioning and Training</b>	The cost to the A/E of assembly, tabulation, and indexing of all shop drawings and submittals on all equipment, controls, systems, and participating in an independent commissioning of the project and providing initial operator training on the maintenance of systems.
<b>On-Site Representative</b>	On-site observation beyond the periodic site visits required under basic services.
<b>Thermal Scans</b>	The cost of an examination of a structure for thermal loss on existing facilities to be remodeled.
<b>Value Engineering Participation and Implementation</b>	The cost to the A/E for participation in the value engineering study and implementation of the accepted ideas that generate during the study.
<b>Travel and Per Diem</b>	The customary and approved costs to the A/E during the course of basic and additional services (based on state-approved rates and limited to between 50 and 350 miles).
<b>Renderings, Presentations, and Models</b>	The cost for special presentations, renderings, and models required for the project.
<b>Document Reproduction</b>	The additional cost of printing and mailing bidding and construction documents.
<b>Advertising</b>	The cost of required advertisements and placing bidding documents in plan centers announcing the bidding of the project.
<b>Constructability Review Participation and Implementation</b>	The cost to the A/E for participation in the constructability review and implementation of the accepted changes.

## Guidelines for Determining Architect/Engineer Fees for Public Works Building Projects

<b>Leadership in Energy and Environmental Design</b>	The cost of providing services for negotiation, documentation, and associated services required for sustainable design project certificates with the U.S. Green Building Council.
<b>Separate Bid Packages</b>	The cost to the A/E for preparation of separate bid packages typically used in GC/CM type projects.
<b>Professional Liability Insurance</b>	Where coverage is required in excess of \$1 million, reimbursement of excess premium costs will be considered as a reimbursable cost.

### C. A/E Other Services

**Consultant Selection Cost** Additional costs for private sector members of a selection committee if required (RCW 39.80).

**Specialty Consultants** The cost of only those additional consultant services beyond A/E services provided under basic services.

Acoustical Consultant

Civil/Site Design Consultant

Civil Engineering additional services may include

- Studies, reports, and calculations required to determine adequacy of existing systems or those required for permit review such as drainage, fire protection, or sewer.
- Storm drainage design and connections.
- Design or study of issues for "sensitive areas" such as wetlands, steep slopes, or flood plains.
- Water supply connections to wells, treatment systems, storage, and off-site main extensions.
- Sanitary sewer design and infrastructure.
- Road and pavement improvements.
- Storm water quality and quantity computations, reports, design and details.
- Temporary erosion and sediment control reports and drawings.
- Special studies and reports for other agencies.

Communications Consultant

Cost/Scheduling Consultant (Independent)

Electronic/Audio Visual Consultant

Elevator Consultant

Hazardous Material Consultant

Hospital/Laboratory Consultant

Interior Design Consultant

Indoor Air Quality Consultant

Kitchen Consultant

Landscape Consultant

Quality Control Consultant

Security Consultant

**Geotechnical Investigation**

The cost of subsurface testing and evaluation.

**Guidelines for Determining Architect/Engineer Fees for Public Works Building Projects**

<b>Commissioning</b>	The cost of an independent commissioning of the project.
<b>HVAC Balancing</b>	The cost to balance systems
<b>Site Survey</b>	Cost of conducting a survey independent from design A/E.
<b>Testing</b>	The cost of a technician's services in acquiring and testing samples of materials used in the project as required in the State Building Code.
<b>Energy LCCA Review</b>	Fee to be paid for review of the energy life cycle cost analysis.
<b>Value Engineering</b>	The cost for performing the required value engineering study on a project by an independent multi-disciplined team.
<b>Constructability</b>	The cost for an independent consultant or contractor to review bid documents and determine if a project can be built as designed.
<b>Review/Plan Check</b>	The cost of special graphic and signage design.
<b>Graphics</b>	The cost of an independent plan check if not available within the local jurisdiction.
<b>Design/Code Plan Check</b>	The cost of an independent plan check if not available within the local jurisdiction.
<b>Other</b>	Costs for requested documents, fax expenses, and special mail service when requested by owner.

**D. Non-Eligible Expenses**

- Consultants hired at A/E's option to perform basic services required by contract.
- Postage and handling of submittals, bid documents, correspondence, etc.
- Telephone expenses (local calls and line service).
- Copies of documents used by the A/E to perform normal services and not provided to owner.

**A/E Fee Schedule - Building Types**

<u>Schedule A</u> Facilities with more than average design difficulty:	<u>Schedule B</u> Facilities with average difficulty:	<u>Schedule C</u> Facilities with less than average design difficulty:
Art galleries	Apartment	Emergency generator facilities
Auditorium with stage	Archive building	Farm structures
Communications building	Armories	Greenhouses
Courthouses	Auditorium without stage	Guard towers
Detention/correctional facilities – maximum	College classroom facilities	Industrial buildings without special facilities
Exposition building	Computer rooms	Parking structures and garages
Extended care facilities	Convention facilities	Printing plants
Fish hatcheries	Day care families	Prototype facilities (for any replication of previously designed facility)
Heating and power plants	Detention/correctional facilities-minimum and medium	Service garages
Hospitals	Dining halls/institute	Shop and maintenance
Laboratories (Research)	Dormitories	
Medical office facilities and clinics	Fire and police stations	
Mental Institutions	Gymnasiums	
Museums	Laundry and cleaning facilities	

## Guidelines for Determining Architect/Engineer Fees for Public Works Building Projects

Observatories  
Research facilities  
Sewer treatment plants  
Special schools for physically disadvantaged  
Theaters and similar facilities  
Veterinary hospitals  
Water treatment plants

Libraries  
Neighborhood centers and similar recreation facilities  
Nursing homes  
Office buildings  
Recreational building  
Residence  
Schools (primary and secondary)  
Science labs (teaching)  
Stadiums-multi-purpose  
Storage-cold  
Transportation terminals  
Vocational schools

facilities  
Simple loft-type structures (without special equipment)  
Stadium-grandstand type  
Warehouses