



**REQUEST FOR QUALIFICATIONS (RFQ) FOR  
ENGINEERING AND ARCHITECTURAL SERVICES**

**For The**

**OKANOGAN COUNTY SUPERIOR COURT RENOVATION**

**1240 2<sup>nd</sup> Avenue South, Okanogan, Washington**

**February 2023**

**CONTACT:**

Okanogan County Commissioners  
123 5<sup>th</sup> Avenue North #150, Okanogan, WA 98840

Lalena Johns  
Clerk of the Board

[ljohns@co.okanogan.wa.us](mailto:ljohns@co.okanogan.wa.us)

**SUBMITTAL LOCATION:**

Okanogan County Commissioners  
123 5<sup>th</sup> Avenue North #150, Okanogan, WA 98840

**Okanogan County** (the “County”) is seeking Statements of Qualifications from firms for architectural and engineering services for the **Okanogan County Superior Court Renovation** (the “Project”), located at **1240 2<sup>nd</sup> Avenue South, Okanogan, Washington**. The County would like to transform the existing old Forest Service Building at this location into a new Superior Court Facility for the citizens of Okanogan County. The intent of this RFQ is to engage a Consultant to provide full design services for the renovation and new construction as defined by the State of Washington Architectural & Engineering Guidelines.

### **Project Description:**

The new Okanogan County Superior Court will be located at 1240 2<sup>nd</sup> Avenue South, Okanogan, Washington. The Property is a governmental / public use building (old Forest Service Building) located in Okanogan. Built in 1976, this property features a 2.62 acre lot, with an existing building that is approximately 20,902 gross square feet.

The Forest Service building is a single story, wood-framed structure with open-web truss roof framing. Originally constructed in 1976, the building was renovated in 1988 with an addition on the North side.

The Project does not include the existing Okanogan County Public Works building or property at 1234 2<sup>nd</sup> Avenue South.

The Main Building was originally constructed as an office building or a “B” Occupancy, Type V construction per International Building Code. The Building appears structurally sound with no obvious damage or deterioration.

The foundations are commercial, thickened edge, concrete slab-on-grade with no crawl spaces or basements. As such any under slab plumbing work that would need to be completed would require saw-cutting of the concrete slab, excavation and repouring of new concrete.

Okanogan County has completed the following Studies prior to the issuance of this Request for Qualifications and all are available for review by interested parties in developing Qualification Statements:

Okanogan County Juvenile Detention & Superior Courts Feasibility Study - May 7, 2021

Okanogan County Master Plan – October 2022

Okanogan County 1240 2<sup>nd</sup> Avenue South Property Pre-design Report – October 31, 2022 (attached to this RFQ for reference)

*(Site Surveys were completed for the Pre-design Report and are available electronically from Erlandsen, Inc., 250 Simon Street SE, East Wenatchee, WA 98802 Tel: (509) 884-2562, Mobile: (253) 222-3133 [davidd@erlandsen.com](mailto:davidd@erlandsen.com) ).*

The County is also contracting with other Design Consultants for Design and Construction of the new Site Utilities for this Property.

Schematic Design is to begin immediately upon award and approval of the resulting Design Contract. Construction is anticipated to start in December of 2023 with the Project completion expected by February 2025.

**Reservations:** The County reserves the right to add or subtract from the list of required services outlined in this RFQ. The County reserves the right to seek clarifications of each Proposal. The County reserves the right to negotiate final contracts in the best interest of the County. The County reserves the right to reject any or all Proposals and reserves the right to cancel this RFQ at any time if doing so would be in the public interest, as determined by the County at its sole and absolute discretion.

See the Predesign Study for anticipated Project Budgets.

Attached please find the Project County will serve as the contracting agency for the Project.

Submission: Respondents shall submit their proposal to:

**Laleña Johns, Clerk of the Board  
Okanogan County Commissioners  
123 5<sup>th</sup> Avenue North #150  
Okanogan, WA 98840**

[ljohns@co.okanogan.wa.us](mailto:ljohns@co.okanogan.wa.us)

Proposals must be received no later than **Tuesday February 7, 2023 at 10:00 a.m.**

All proposals that are not time-stamped by the deadline will be considered late and will be returned to the Proposer unopened.

**LEGAL PUBLICATION**  
**Okanogan County Commissioners**  
123 5<sup>th</sup> Avenue North #150  
Okanogan, WA 98840

**Okanogan County** (the “County”) is seeking Statements of Qualifications from firms for Architectural and Engineering Design Services for the **Okanogan County Superior Court Renovation** (the “Project”), located at **1240 2<sup>nd</sup> Avenue South, Okanogan, Washington**.

In 2021-22, the County applied for and received a Development Bond for the Project. The intent of this RFQ is for the Consultant to provide full Design Services for the Project per State of Washington Guidelines.

A copy of the RFQ and any addenda may be obtained from the County Clerk of the Board, **Lalena Johns** at Okanogan County Commissioners, 123 5<sup>th</sup> Avenue North #150 Okanogan, WA 98840 or via email at [ljohns@co.okanogan.wa.us](mailto:ljohns@co.okanogan.wa.us).

Minority and women-owned businesses are encouraged to submit a Proposal. Proof of Washington licensing and adequate professional liability insurance is required for those who will work on the Project. The County reserves the right to reject any Proposal not in compliance with any prescribed public bidding procedure or requirement, and may reject any and all Proposals for good cause upon the County’s finding that it is in the public interest to do so.

All Proposers responding to the RFQ will do so solely at their own expense, and the County is not responsible for any Proposer expenses associated with the RFQ.

A Mandatory pre-proposal walk-through will be held at a date and time determined by the County and issued to potential parties via Addendum. Please contact the County’s Clerk of the Board to register interest.

Respondents shall submit their Statement of Qualifications to the Okanogan County Commissioners, **attn: Laleña Johns, Clerk of the Board**, 123 5<sup>th</sup> Avenue North #150 Okanogan, WA 98840 or via email at [ljohns@co.okanogan.wa.us](mailto:ljohns@co.okanogan.wa.us).

The deadline for submitting a Statement of Qualifications in response to this RFQ is **Tuesday February 7, 2023 at 10:00 a.m. Proposals received after the deadline will not be considered.**

Published on: January 4-5, 2023 and January 11-12, 2023 Published in Gazette Tribune/Methow Valley News

**OKANOGAN COUNTY**

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**Lalena Johns, Clerk of the Board**

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# REQUEST FOR QUALIFICATIONS

## Section 1. GENERAL INFORMATION

**Okanogan County** (the “County”) is seeking Statements of Qualifications from firms for the architectural and engineering services for the **Okanogan County Superior Court Renovation** (the “Project”), located at **1240 2<sup>nd</sup> Avenue South, Okanogan, Washington**. The County will transform the existing old Forest Service Building at this location into a new Superior Court Facility for the citizens of Okanogan County. The intent of this RFQ is for the consultant to provide full design services for the renovation and new construction as defined by the State of Washington Architectural & Engineering Guidelines.

## Section 2. RFQ PROCESS

- 1 **RFQ POSTED:** Public notice of the RFQ will be published in appropriate publications. The selection process will be the Formal Selection Procedure under RCW 39.26.
- 2 **PRE-PROPOSAL CONFERENCE:** A Mandatory pre-proposal walk-through will be held at a date and time determined by the County and issued to potential parties via Addendum. Please contact the Clerk of the Board to register interest
- 3 **WRITTEN QUESTIONS AND ADDENDA:**
  - 3.1 Questions regarding the information contained in the RFQ must be submitted to the RFQ Contact no later than **4:00 PM PST, Tuesday January 17, 2023**. All questions must be **RECEIVED** by the specified date and time. No oral questions will be accepted other than at the Pre-proposal Conference. E-mail questions to the address below.
    - For technical questions / clarifications, or for questions regarding the RFQ process:  
Laleña Johns, Clerk of the Board  
[ljohns@co.okanogan.wa.us](mailto:ljohns@co.okanogan.wa.us)
  - 3.2 All questions received by the parties listed above that require clarification or modifications to the terms and conditions of the RFQ will be answered by addenda to this RFQ. Addenda will be emailed to those on the Interested Parties List no later than **4:00 PM PST, Friday January 27, 2023**. No information received in any manner different than as described herein will serve to change the RFQ in any way, regardless of the source of the information. Any request for clarification, changes, or protest of anything contained in an addendum must be received by the date and time stated in the addendum, or they will not be considered. Anonymity of the source of the specific questions will be maintained in the written response.
- 4 **ADDENDA:** If in the Owner’s opinion, additional information or interpretation is necessary; such information will be supplied in the form of an addendum. Addenda shall have the same binding effect as though contained in the main body of the RFQ. Any oral instructions or information concerning the specifications or other information given out by the Owner or Design Team to prospective firms shall not bind the Owner. All addenda shall be issued by the RFQ Contact in the same manner of posting as the original RFQ document.

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**Okanogan County will respond in writing to all questions. All answers will be provided as a numbered questions and answer document, for example, RFQ Q&A #1 and distributed via addenda.**

If it becomes necessary for Okanogan County to revise any part of this RFQ, or to provide clarification or additional information after the documents are released, updates will be issued via addenda.

- 5 **PROTEST OF SOLICITATION PROCESS:** Protest of the specifications or contract terms and conditions pertaining to the RFQ must be submitted in writing to the RFQ Contact no less than seven (7) calendar days before the proposal opening. All responses will be made in the form of addendum and sent to all firms on the Interested Parties List.
- 6 **RFQ PROPOSAL DUE AND OPENED:** Interested Architect/Engineer firms’ proposals must be received no later **10:00 a.m. PST on Tuesday, February 7, 2023.** Submittals shall be to:

**Laleña Johns, Clerk of the Board  
Okanogan County Commissioners  
123 5<sup>th</sup> Avenue North #150  
Okanogan, WA 98840**

RFQ’s will be opened at the County office by the BOCC. Since this process involves an RFQ and not a straight Bid, the names of participants submitting proposals will be announced. Information is available and all proposals may be reviewed at:

**Okanogan County Commissioners  
123 5<sup>th</sup> Avenue North #150  
Okanogan, WA 98840**

by appointment only, once the Intent of Award is announced.

- 7 **LATE SUBMISSIONS:** A proposal shall be considered late if received at any time after **the posted date and time for submittal.** Proposals received after the specified date and time will be rejected and returned unopened.
  - **INITIAL EVALUATION:** Proposals submitted in response to this solicitation will be reviewed and scored by the Evaluation Committee.
- 8 **SHORTLIST:** The top three (3) finalists will be invited to an interview by the Committee. The Owner will provide the top three (3) finalists with written notice. A Proposer not included in the shortlist may protest. For information regarding the Protest process, see Section 6 of this RFQ.
- 9 **REFERENCES:** References for the finalists will be checked by members of the Committee. Response information will be provided to all members of the Committee.
- 10 **INTERVIEWS:** Interviews are optional in the County’s sole and absolute discretion. Should interviews be held, the shortlisted firms will all be asked the same questions in regards to:
  - Project understanding
  - Project approach

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- Project innovation
- Project communication philosophy
- Understanding of the Architect/Engineer delivery methods

**If elected by the County, interviews to be held at the Okanogan County Commissioners, 123 5<sup>th</sup> Avenue North #150, Okanogan, WA 98840. Dates available for interviews with the top finalists will be approximately two weeks following the RFQ submittal date. All Architect/Engineer firms should ensure these dates are kept available for potential scheduling.**

- 11 INTERVIEW QUESTION SCORING: Interview questions will be scored based on the following criteria:
- 90-100%** - The candidate demonstrates a complete understanding of the question subject matter and significantly exceeds response expectations.
- 70-89%** - The candidate demonstrates a strong understanding of the question subject matter and meets or exceeds response expectations.
- 40-69%** - The candidate demonstrates a general understanding of the question subject matter, but answers may contain some weaknesses and deficiencies.
- 20-39%** - The candidate demonstrates a vague understanding of the question subject matter and communicates a below average response.
- 0-19%** - The candidate demonstrates an insufficient understanding of the question subject matter.
- 12 FINAL EVALUATION: The results of the proposal evaluations, interviews and reference checks shall be used to determine a final ranking for the finalists. The County will request that finalists submit a pricing proposal pursuant to the requirements of RCW 39.80.
- 13 SELECTION: The evaluation committee will provide a recommendation to the **BOCC** for their consideration and approval.
- 14 NON-SELECTED PROPOSERS: If proposers that are not-selected wish to follow up with the Owner, they may request a meeting within seven (7) days of announcement of Notice of Intent to Award.
- 15 CONTRACT NEGOTIATIONS: Upon **BOCC** approval of the Evaluation Committee's recommendation, the Owner will proceed to negotiate a contract with the approved Architect/Engineer firm. If negotiations are not successful, the Owner may break off negotiations and begin negotiations with the number two ranked Architect/Engineer firm, and so forth until a contract is negotiated. The **BOCC** must approve and make final award of Contract.
- 16 ARCHITECT/ENGINEER WITHDRAWAL FROM PROCESS: Once submitted, any firm proposing may withdraw the proposal at any time prior to the day of opening. However, all proposals shall be irrevocable for a period of sixty (60) days from the day of the opening.

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**Section 3. EVALUATION CRITERIA**

Submittals will be evaluated on the basis of the following areas and points assigned:

<u>Evaluation Criteria</u>	<u>Maximum Possible Points</u>
Cover Letter	5 points
Firm Experience	25 points
Architect/Engineer Related Experience	15 points
Key Personnel Experience	5 points
Overall Project Understanding / Approach	20 points
Scheduling Approach	5 points
Miscellaneous	15 points
References	10 points
<b>Maximum Possible Points</b>	<b>100 points</b>

**Section 4. SUBMISSION REQUIREMENTS**

- 1 **RESPONSE FORMAT:** The responses shall be organized in the manner and shall be presented in the same sequence as indicated below. Any deviation from the format may result in the Evaluation Committee being unable to locate specific information which may result in a loss of points.

Submittals shall be limited to twenty-five (25) 8-1/2 x 11 pages total, or the electronic equivalent, including all exhibits and/or attachments. 11x17 sheets and fold-outs should not be used. All pages shall be numbered. The following pages are exempt from the 25 page limit: cover and back of submittals, a one page cover letter, a one page table of contents, resumes of key personnel, tab and blank divider pages, certificate evidencing proof of sufficient insurance coverage, and the non-collusion and proposal forms.

The Submittals shall be tabulated in separate sections in response to the detailed Submittal requirements. No other material shall be submitted.

The Proposer and all firms, subsidiaries and individuals providing professional services shall be currently licensed to practice in each of their respective areas of professional expertise in the State of Washington, and shall comply with all State of Washington licensure requirements.

The Submittals must be signed by an officer of your firm with the authority to commit the firm.

The County may reject any submittal not in compliance with all prescribed public bidding procedures and requirements, and may cancel this solicitation or reject for good cause, all responses upon finding by The County that it is in the public interest to do so.

Please note that throughout this Process, the County will not accept responses or queries that require the County to pay the cost of production or delivery.

**Responses received after the closing date and time will not be considered.**

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- 2 **DOCUMENTS REQUIRED:** Submittal Packages must include the following:
- Response documents and all requested additional related items such as resumes, schedules, certificate of insurance, etc.
  - Statement of Prequalification (Attached as Exhibit A)
  - Statement of Assurance (Attached as Exhibit B)
- 3 **SAMPLE CONTRACT:** A sample contract is attached to this RFQ. The County reserves the rights to change the terms of the sample contract, if in the public interest or for terms more favorable to the County. The County and the Architect/Engineer shall negotiate terms prior to entering into a finalized contract.

**NUMBER OF RESPONSES REQUIRED:** Proposers shall submit THREE proposals with accompanying attachments to:

**Laleña Johns, Clerk of the Board  
Okanogan County Commissioners  
123 5<sup>th</sup> Avenue North #150  
Okanogan, WA 98840**

## **Section 5. ARCHITECT/ENGINEER’S RESPONSE DOCUMENT**

Submittals must reply to each of the following items. Responses must appear in the same order listed below. Concise and direct answers are encouraged.

- 1 **COVER LETTER:** A letter of introduction stating that the applicant wishes to be considered for the project. Include full name of firm or joint venture, RFQ contact person, email address, mailing address, telephone and facsimile numbers. If joint venture, the relationship of the two parties shall be indicated in terms of percentage participation in the work and in the fee.
- 2 **FIRM EXPERIENCE:**
- 2.1 **Firm Description:** Provide a brief description of your firm’s history, the type of work you have performed and your capabilities. Include an Annual Volume of Figures for the past five years and provide a certificate of insurance evidencing proof of sufficient professional liability insurance. If a joint venture, provide the information for each of the firms involved.

**Project Experience:** Describe overall firm experience, and provide a listing, in chronological order, in chart format, of your firm’s last (2-5) completed projects of a similar nature performed within the last 5 years. Include completion date; name of owner; contact person; and current phone number; name of any additional Consultants, contact person and current phone number; and contact person name and telephone number for each; location of job; description of job (i.e., remodel or new construction, County’s, etc.); the construction cost and building area (in gross square feet) of each reference project; the construction delivery method used for each reference project; whether the project was completed on schedule and within the budget or not; responsibilities of those involved on each reference project who would provide services on these projects.

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- Specific Facility Experience: Describe specific experience, and provide a listing as indicated above of your firm’s experience in the following types of facilities, including all information indicated above:
  - a *Public Agencies and Public Contracting: Describe your firm’s experience on projects for public agencies and performed under public contracting statutes and requirements.*
  - b *Remodeling: Describe your firm’s experience on projects where interior and exterior remodeling was done to existing timber framed structures.*

3 ARCHITECT/ENGINEER AND RELATED EXPERIENCE: Describe firm experience with renovation projects for the public sector and relevant Courthouse Design experience. The listing should follow the format described above in the previous item (if the firm’s public sector renovation project experience is limited, experience with Engineering, Design/Build or other Architect/Engineer services for the private sector can be discussed).

4 KEY PERSONNEL EXPERIENCE:

- 4.1 **Organization of Team:** Provide a project organization chart showing your proposed staff for this job, including all professional staff in the following areas; project management; estimating; pre-construction and construction phase services. Also include Washington registration numbers when applicable.
- 4.2 **Team Member Resumes:** Include resumes for all individuals listed in the chart. Indicate the proposed percentage or full time equivalent (FTE) that each person will work on this project during the Pre-Construction Phase Services, and the Construction Phase Services. (100% = 1.0 FTE). The resumes shall include each individual’s education, work history, length of tenure with your firm, and relevant, prior experience.
- 4.3 **Additional Team Members:** For those individuals that are not full time, describe how they will work on the project. If your proposal involves individuals from more than one firm, describe prior experience, if any, of the firms and individuals work with each other, and how the proposed team will work for this project.

By listing the individuals in the proposal, the firm assures that these individuals will work on the project at an approximate minimum of the percentages shown. The Owner reserves the right to request a substitution of personnel if deemed to be in the best interest of the Owner.

- 4.4 Should the firm be invited to an interview, the key personnel listed above will need to be in attendance and questions may be directed solely to them.

5 OVERALL PROJECT UNDERSTANDING / APPROACH:

- 5.1 **Organizing the Project:** Describe your firm’s overall Architect/Engineer plan for completing the project. Discuss your approach to reviewing the program, and services to be provided during design and managing construction. Within the parameters described in this RFQ, how would you organize and monitor the work to ensure quality, function, timely

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completion and cost within or under budget?

- 5.2 **Project Management:** Describe how your firm will approach the project management aspects of this project. How will your firm ensure that the Owner's needs are met?
  - 5.3 **Organizational Tools:** Discuss your firm's approach to providing the successful Architect/Engineer services, including cost, schedule and quality effectiveness. Include specific examples of actual products, such as estimates, progress reports, schedules, constructability reviews, value engineering studies, forms, general conditions budgets, organizational structures, etc.
  - 5.4 **Problem Solving:** Describe your approach to problem solving for this project. Describe the largest challenge your firm faced within the last five years in working on similar projects, and how you resolved that challenge.
- 6 **SCHEDULING APPROACH:** Describe how your firm will ensure the schedule requirements are met. Specifically, how will your firm organize your work, staffing, and coordination of team members in order to ensure that all schedule milestones are achieved? How will your firm report progress and mitigate delays?
  - 7 **COST CONTROL:** Give a description of how your firm will manage the work to control costs and optimize savings during the pre-construction and construction phases. Cost control concerns how Architect/Engineer will work with contractors to implement and build the recommendations of Architect/Engineer. For example, will Architect/Engineer engage in value engineering to cut costs? Provide any strategies to control costs throughout project development and delivery.
  - 8 **REFERENCES:** Provide at least three (3) references for projects of similar size and scope including client name, key contact's name, address, email, and phone number.
  - 9 **ADDITIONAL REQUIREMENTS:** By submitting a proposal, the proposer certifies that the proposer has not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts.

Proposers are hereby notified that policies applicable to consultants and contractors have been adopted that prohibit sexual harassment and that proposers and their employees are required to adhere to the County's policy prohibiting sexual harassment in their interactions.

During the term of the resulting contract, the successful proposer will be required to maintain in full force, at its own expense, from insurance companies authorized to transact business of insurance in the state of Washington, each insurance coverage/policy as set forth in the contract.

**Exhibit A**  
**PREQUALIFICATION STATEMENT**

PROJECT TITLE:                   **Okanogan County Superior Court Renovation**  
  **Architect/Engineer/Consultant**

PROJECT LOCATION:       **Okanogan, Washington**

Proposers must meet certain minimum Prequalification Criteria in order to be eligible to submit proposals. In the interest of expediting the contract awards and reducing preparation expense to potential Proposers, the Owner will allow Proposers to self-certify that they meet the following pass/fail Prequalification Criteria and are therefore eligible to propose on this procurement:

**Specialized Experience:** The Proposer must have completed at least two projects of similar or greater scope, which have been contracted in the Northwest United States (Alaska, Washington, Washington, Idaho, Montana, Northern California) within the last five years.

Do you meet these criteria (    ) Yes            or       (    ) No    ?

**Availability:** The Proposer’s anticipated work in terms of time and magnitude for the time period **February 2023 through February 2025**, must accommodate this project, including availability of key personnel for this project.

Do you meet these criteria (    ) Yes            or       (    ) No    ?

**Licenses:** The Proposing firm and its subconsultants must have all appropriate licenses and registrations.

Do you meet these criteria (    ) Yes            or       (    ) No    ?

If not, how do you propose conforming to this requirement?

\_\_\_\_\_  
Signature of authorized person

\_\_\_\_\_  
Title of authorized person

**END OF DOCUMENT**

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**Exhibit B**  
**STATEMENT OF ASSURANCES**

PROJECT TITLE:               **Okanogan County Superior Court Renovation**  
  Architect/Engineer/Consultant

PROJECT LOCATION:       **Okanogan, Washington**

- 1) The undersigned attests that he/she has the authority and/or responsibility to represent the organization submitting this Proposal in all phases of the Request for Proposal (RFQ) process and in this Statement of Assurances.
- 2) The Firm understands that this RFQ is considered an integral part of the RFQ process, and RFQ terms shall be binding on the Firms. Failure of the successful Firm to accept these obligations in a Contract as authorized by the Statement of Assurances may result in cancellation of an award.
- 3) The proposer accepts all terms and conditions contained in this RFQ and the RFQ and Proposal Response, and any modifications will be made part of the contract documents. It is understood that all proposals become part of the public file on this matter, unless limited and specific information is identified and exempt under Washington Public Records Law.
- 4) The undersigned understands that any false or substantially incorrect statement in the RFQ or Statement of Assurances may disqualify this Proposal from further consideration or any further Contract.
- 5) Firm understands that in responding to the RFQ, Firm agrees to comply with all applicable federal, state, and local laws, regulations and requirements related to the RFQ and performance of any resulting Contract, including but not limited to those referenced in this RFQ.
- 6) The undersigned acknowledges receipt of and agrees to be bound by Exhibits A and B, as well as any additional addenda or Exhibits issued until intent of Award has been posted.
- 7) The Firm certifies that the Consultant can meet the insurance requirements outlined in the sample Contract (Insurance Coverage Required) and that the Firm understands that such coverage must be kept active during the entire term of the Contract, if selected. Consultant shall commence no work under this contract until the Consultant and every subconsultant has obtained all appropriate licenses and registrations.
- 8) Non-Collusion: The undersigned certifies that:
  - a) This bid has been arrived at independently and is being submitted without collusion with any other vendor of materials, supplies, equipment or services to limit independent bidding or competition, and
  - b) The contents of this bid have not been communicated by the undersigned or its employees or agents to any person not an employee or agent of the undersigned and will not be communicated to such person prior to the official opening of the bid.
- 9) The Undersigned certifies that they are in compliance with all appropriate licenses and registrations.
- 10) The Undersigned agrees, if awarded a contract, that they will comply with the provisions of **RCW 39.12** or **Davis-Bacon 40 U.S.C 3141 et seq** as applicable, pertaining to the payment of the prevailing wage rates. By signing below the Undersigned agrees that he/she affirmatively acknowledges the following:
  - (a) Compliance with RCW 39.12 and 40 USC 3141 et seq (if both state and federal Davis-Bacon applies. IF

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the state rate is higher, the contractor and every sub-contractor shall pay at least the state rate); or compliance with RCW 39.12 (Davis-Bacon does not apply, and only the state prevailing rate of wage is to be paid); or compliance with 40 USC 3141 et seq (only Davis-Bacon rate of wage applies, or is the highest one for all of the job categories).

11) By signing this page Consultant hereby certifies that s/he has not discriminated against minority, women or emerging small business enterprises in obtaining any required sub-contracts, and Consultant hereby certifies that to the best of Consultant knowledge, s/he is in compliance with all Washington Tax laws described in RCW 82.04

I, the undersigned, have read and thoroughly understand the requirements, special provisions, Proposal Instructions and all other Conditions of the RFQ issued by **Okanogan County** for the **Okanogan County Superior Court Renovation Project**. I have read and understand the entire contract provisions included in the RFQ and agree to abide by and fulfill the requirements thereof if awarded the Contract as a result of this RFQ.

**Firm Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Authorized Representative's Signature:** \_\_\_\_\_

**Type or Print Name:** \_\_\_\_\_

**Representative's Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Federal Business I.D. No.** \_\_\_\_\_

**NOTARY:**

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ Notary Public for the State of \_\_\_\_\_.

My commission expires \_\_\_\_\_.

**END OF DOCUMENT**

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# SAMPLE CONSULTANT AND RELATED SERVICES CONTRACT

Okanogan County

THIS CONSULTANT AND RELATED SERVICES CONTRACT (the “Contract”) is between the Okanogan County, by and through its Board of County Commissioners (the “Owner”), and \_\_\_\_ (the “Architect/Engineer” or “Consultant”) (collectively, the Owner and the Architect/Engineer are referred to as the “Parties”). This Contract is for all Services related to completion of the project more located at **1240 2<sup>nd</sup> Avenue South, Okanogan, Washington** and particularly described as follows (the “Project”):

**The Project requires that the successful proposer provide architectural and engineering services for the Okanogan County Superior Court Renovation and develop rehabilitation and mitigation strategies per ASCE Standard 41-17 and the 2018 Washington Structural Specialty Code (“WSSC”). It is the wish of the County to rehabilitate the buildings to meet the rehabilitation objective of “Life Safety.” This contract was awarded pursuant to the Okanogan County Superior Court Renovation Request for Proposals dated February 2023 (“RFQ”). The terms of the RFQ, as may be amended by addendum from time to time, are expressly incorporated into this Contract by reference.**

This Contract shall become effective on the date the Contract is fully executed by both the County and the successful Consultant and/or Consultant’s firm and all required Southwestern Washington Community County approvals have been obtained. This date is known as the Contract “Effective Date.” No Services shall be performed prior to the Contract Effective Date. The Contract shall expire, unless otherwise terminated or extended, on \_\_\_\_\_, 202\_. Generally, “the Services” to be performed by the Consultant on the Project consist of the following:

**Consultant services in the form of architectural and engineering Project programming; conceptual design; and project estimating.**

The Services are more specifically described in the **EXHIBIT 1: Statement of Work**, attached to this Contract. The Owner agrees to pay Consultant a sum not to exceed (\$\_\_\_\_\_) for performance of the Services, which does not include allallowable expenses. Architect/Engineer progress payments shall be made in accordance with **EXHIBIT 2, Consultant Compensation**.

This Contract consists of the introductory provisions and signature page(s) of this Contract, Section 1-Relationship Of The Parties, Section 2-Consultant’s Professional Responsibility, Section 3-Responsibilities Of The Owner, Section 4-General Contract Provisions and the following exhibits attached hereto and incorporated herein by this reference:

**Exhibit 1: Statement of Work**

**Exhibit 2: Consultant Compensation**

**Exhibit 3: Insurance Provisions**

**EXCEPT AS PROVIDED IN RCW 39.80 ET SEQ, THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES ON THE SUBJECT MATTER ADDRESSED HEREIN.**

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**THE TERMS OF THIS CONTRACT CAN NOT BE WAIVED, ALTERED, MODIFIED, SUPPLEMENTED, OR AMENDED, IN ANY MANNER WHATSOEVER, EXCEPT BY WRITTEN INSTRUMENT SIGNED BY THE PARTIES AND CONTAINING ALL REQUIRED SOUTHWESTERN WASHINGTON COMMUNITY COUNTY APPROVALS. ANY SUCH WAIVER, ALTERATION, MODIFICATION, SUPPLEMENTATION, OR AMENDMENT, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, REGARDING THIS CONTRACT EXCEPT AS CONTAINED, INCORPORATED OR REFERENCED HEREIN. CONSULTANT, BY ITS AUTHORIZED REPRESENTATIVE'S SIGNATURE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. THIS CONTRACT, AND ANY AMENDMENTS TO THIS CONTRACT, MAY BE EXECUTED IN COUNTERPARTS (EACH OF WHICH SHALL BE AN ORIGINAL AND ALL OF WHICH SHALL CONSTITUTE BUT ONE AND THE SAME INSTRUMENT) OR IN MULTIPLE ORIGINALS. A FAXED FORM OF THIS CONTRACT OR ANY AMENDMENT THERETO, EXECUTED BY ONE OR MORE OF THE PARTIES, WILL CONSTITUTE A COUNTERPART HEREOF, AS LONG AS THE COUNTERPART BEARING THE PARTY'S ORIGINAL SIGNATURE IS TRANSMITTED.**

<p><b>OWNER:</b>  <b>Okanogan County</b></p> <p>By: _____  _____, Its _____</p>	<p><b>ARCHITECT/ENGINEER:</b></p> <p>By: _____  _____, Its _____</p>
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## 1. RELATIONSHIP OF THE PARTIES

1.1. The Consultant shall provide the Services for the Project in accordance with the terms and conditions of this Contract. The Consultant's performance of Services shall be as a professional consultant to the Owner to carry out the activities of the Project and to provide the technical documents and supervision to achieve the Owner's Project objectives.

1.2. In administering this Contract, the Owner may retain the services of an independent project manager, and potentially, other consultants as needed to fulfill the Owner's objectives.

1.3. The Consultant shall provide a list of all sub-consultants which the Consultant intends to utilize on the Project (the "Sub-consultants"). This list shall include such information on the qualifications of the Sub-consultants as may be requested by the Owner. The Owner reserves the right to review the Sub-consultants proposed, and the Consultant shall not retain a Sub-consultant to which the Owner has a reasonable objection.

1.4. The Consultant shall provide to the Owner a list of the proposed key Project personnel of the Consultant and the Sub-consultants to be assigned to the Project. This list shall include such information on the professional background of each of the assigned personnel as may be requested by the Owner. The Consultant acknowledges that this Contract was awarded on the basis of the unique background and abilities of the key personnel and Sub-consultants identified by Consultant. Therefore, Consultant shall make available key personnel and Sub-consultants as identified in its Proposal. Any attempted substitution without written consent of Owner shall constitute a material breach of the Contract. In the event that key personnel or Sub-consultants become unavailable to Consultant, the Parties shall mutually agree upon appropriate replacements. Likewise, the Consultant shall remove any individual or Sub-consultant from the Project if so directed by Owner in writing following discussion with the Consultant, provided that Consultant shall have a reasonable time period within which to find a suitable replacement.

## 2. CONSULTANT'S PROFESSIONAL RESPONSIBILITY

2.1. By execution of this Contract, the Consultant agrees that:

2.1.1. The Consultant is an experienced firm having the skill, legal capacity, and professional ability necessary to perform all the Services required under this Contract to design and administer a project having this scope and complexity; and will perform such Services pursuant to the standard of care defined in Section 4.4.1 of this Contract.

2.1.2. The Consultant has the capabilities and resources necessary to perform Consultant's obligations under this Contract.

2.1.3. The Consultant either is, or will in a manner consistent with the standard of care defined in Section 4.4.1 of this Contract, become familiar with all current laws, rules, and regulations which are applicable to the design and construction of the Project. All drawings, specifications, deliverables and other documents prepared by the Consultant shall be prepared in accordance with this standard of care in an effort to accurately reflect, fully comply with and incorporate all such laws, rules, and regulations.

2.2. The Consultant hereby agrees that it will prepare, in a manner consistent with the standard of care defined in Section 4.4.1 of this Contract, all drawings, specifications, deliverables and other documents pursuant to this Contract so that they are complete and functional for the purposes intended (except as to any deficiencies which are due to causes beyond the control of the Consultant) and that the Project, if constructed in accordance with the intent established by such drawings, specifications, deliverables and other documents, shall be structurally sound and a complete and properly functioning facility suitable for the purposes for which it is intended.

2.3. The Consultant shall be responsible for correcting any inconsistencies, errors or omissions in the drawings, specifications, deliverables and other documents prepared by the Consultant, at no additional cost to the Owner. Except as provided in Supplemental Services within Exhibits A and B, the Consultant further agrees, at no additional cost to the Owner, to render assistance to the Owner in resolving problems relating to the Project design or to specified materials.

## 3. RESPONSIBILITIES OF THE OWNER

The Owner's responsibilities under this Contract are to provide a budget that includes contingencies for design, bidding, changes in the Work during construction, fees for permitting and other governmental approvals, and other cost described below which are the responsibility of the Owner.

## 4. GENERAL CONTRACT PROVISIONS

4.1. Contract Performance. The Consultant shall at all times perform the Services diligently, without delay and punctually fulfill all requirements herein, consistent with the schedule for the performance of Consultant's Services set forth in Exhibit A. The passage of the Contract expiration date shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or defect in performance. Time is of the essence in the performance of this Contract.

4.2. Access to Records. For not less than three (3) years after the Contract's expiration, the Owner, the Secretary of State's Office of the State of Washington, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Consultant and the Sub-consultants which pertain to the Contract for the purpose of making audits, examination, excerpts, and transcripts. If for any reason, any part of this Contract, any Project-related consultant contract or any Project-related construction contract(s) is involved in litigation, Consultant shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. Consultant shall provide the Owner and the other entities referenced above with full access to these records in preparation for and during litigation.

4.3. Funds Available and Authorized. Owner reasonably believes at the time of entering into this Contract that sufficient funds are available and authorized for expenditure to finance the cost of this Contract. Consultant understands and agrees that, to the extent that sufficient funds are not available and authorized for expenditure to finance the cost of this Contract, Owner's payment of amounts under this Contract attributable to Services performed after the last day of the current biennium is contingent on Owner receiving from other

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funds sufficient to allow Owner, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.

#### 4.4. Representations and Warranties.

4.4.1. Consultant's Representations and Warranties; Standard of Care. Consultant represents and warrants to Owner that: (i) Consultant has the power and authority to enter into and perform this Contract; (ii) When executed and delivered, this Contract shall be a valid and binding obligation of Consultant enforceable in accordance with its terms; (iii) Consultant shall, at all times during the term of this Contract be duly licensed to perform the Services, and if there is no licensing requirement for the profession or Services, be duly qualified and competent; (iv) The Services under this Contract shall be performed in accordance with the professional skill, care and standards of other professionals performing similar services under similar conditions; (v) the persons executing this Contract on behalf of the Consultant have the actual authority to bind the Consultant to the terms of this Contract; and (vi) the provisions of this Contract do not conflict with or result in a default under any agreement or other instrument binding upon the Consultant and do not result in a violation of any law, regulation, court decree or order applicable to the Consultant.

4.4.2. Automated Systems; Representations and Warranties. Consultant represents and warrants to Owner that the "Automated Systems" specified, designated and planned pursuant to this Contract shall operate in conformance with the agreed-upon specifications for those Automated Systems For the purposes of this subsection, "Automated Systems" shall mean any computers, software, firmware, HVAC systems, elevators, electrical systems, fire/life safety systems, security systems and any other electrical, mechanized or computerized devices serving the Project.

4.4.3. Representations and Warranties Cumulative. The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations and warranties provided herein.

4.5. Insurance and Indemnity. Consultant shall maintain in effect for the duration of this Contract, or any other time periods required herein, the insurance required by this Contract, as set forth in Exhibit 3-Insurance Provisions. The Consultant shall indemnify, defend, save, and hold harmless Southwestern Washington Community County from Professional Liability claims, as described in 4.5.2 and all other liability claims as described in 4.5.1.

4.5.1. Claims Other than Professional Liability. Consultant shall indemnify, defend, save, and hold harmless Southwestern Washington Community County, its officers, agents, and employees, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the acts or omissions of the Consultant or its Sub-consultants, subcontractors, agents, or employees under this Contract.

4.5.2. Claims for Professional Liability. Consultant shall indemnify, defend, save, and hold harmless Southwestern Washington Community County, its officers, agents, and employees, from all claims, suits, or actions arising out of the professionally negligent acts or omissions of the Consultant or its Sub-consultants, subcontractors, agents, or employees in performance of professional services under this Contract.

4.5.3 Owner Defense Requirements. Notwithstanding the foregoing defense obligations under Sections 4.5.1 and 4.5.2, neither the Consultant nor any attorney engaged by the Consultant shall defend any claim in the name of Okanogan County, nor purport to act as legal representative of Okanogan County No.1, without the prior written consent of the Owner. Okanogan County may, at anytime at its election assume its own defense and settlement of any claims, in the event that it determines that the Consultant is prohibited from defending the County, that the Consultant is not adequately defending the County's interests, that an important governmental principle is at issue, or that it is in the best interests of the County to do so. Okanogan County reserves all rights to pursue any claims it may have against the Consultant if the County elects to assume its own defense.

4.5.4 Owner's Actions. This Section 4.5 does not include indemnification by the Consultant of the Owner for the Owner's acts or omissions, whether related to the Contract or otherwise.

#### 4.6. Employment Status.

4.6.1. Consultant, Consultant's employees and the Sub-consultants are not "officers, employees, or agents" of the County or the Owner,. Consultant shall perform all Services as an independent contractor. Although Owner reserves the right (i) to set the delivery schedule for the Services to be performed and (ii) to evaluate the quality of the completed performance, Owner cannot and will not control the means and manner of Consultant's performance. Consultant is responsible for determining the appropriate means and manner of performing the Services.

4.6.2. Consultant is not a contributing member of the Public Employee's Retirement System and will be responsible for any federal of state taxes applicable to any compensation or payments paid to Consultant under this Contract. Consultant will not be eligible for any benefits from any payments made under this Contract for federal Social Security, unemployment insurance, or worker's compensation, except as a self-employed individual. If any payment under this Contract is to be charged against federal funds, the Consultant certifies that it is not currently employed by the federal government.

4.7. Successors & Assignments. The provisions of this Contract shall be binding upon and shall inure to the benefit of the Parties, and their respective successors and assigns. After the original Contract is executed, the Consultant shall not enter into any new Sub-consultant agreements for any of the Services scheduled under this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of the Owner.

4.8. Compliance with Applicable Law. Consultant shall comply with all federal, state and local laws, regulations, and ordinances applicable to the Services under this Contract.

4.9. Governing Law; Jurisdiction; Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Washington without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Owner and Consultant that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Washington; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States County Court for the County of Washington. In no event shall this Subsection be construed as a waiver by the Okanogan County of any form of defense or immunity, whether based on sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the United States Constitution or otherwise.

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CONSULTANT, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

#### 4.10. Tax Compliance Certification.

4.10.1. By signature on this Contract, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of the Consultant and that the Consultant is, to the best of the undersigned's knowledge, not in violation of any Washington Tax Laws.

4.10.2. For the purposes of this certification, "Washington Tax Laws" means those taxes and programs listed in according RCW's for the State of Washington.

4.11. Severability. The Parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

4.12. Force Majeure. Neither party shall be held responsible for delay or default caused by fire, riot, acts of God, and war which is beyond such party's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Contract.

4.13. Waiver. The failure of the Owner to enforce any provision of this Contract shall not constitute a waiver by the Owner of that or any other provision.

4.14. Third Party Beneficiaries. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against the Owner or Consultant. Consultant's Services under this Contract shall be performed solely for the Owner's benefit, and no other entity or person shall have any claim against Consultant because of this Contract for the performance or nonperformance of Services hereunder.

#### 4.15. Ownership of Work Product; Confidentiality.

4.15.1 Definitions. As used in this Section 4.15, and elsewhere in this Contract, the following terms have the meanings set forth below:

a. "Consultant Intellectual Property" means any intellectual property owned by Consultant and developed independently from this Contract.

b. "Third Party Intellectual Property" means any intellectual property owned by parties other than The Owner or Consultant.

c. "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein, and all copies of plans, specifications, reports and other materials, that Consultant is required to deliver to the Owner under this Contract, whether completed, partially completed or in draft form.

4.15.2 Work Product. All Work Product created by Consultant pursuant to this Contract, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire" or an employment to invent, shall be the exclusive property of the Owner. The Owner and Consultant agree that such original works of authorship are "work made for hire" of which the Owner is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to this Contract is not "work made for hire", Consultant hereby irrevocably assigns to the Owner any and all of its rights, title, and interest in all original Work Product created pursuant to this Contract, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon the Owner's reasonable request, Consultant shall execute such further documents and instruments necessary to fully vest such rights in the Owner. Consultant forever waives any and all rights relating to original Work Product created pursuant to this Contract, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

4.15.3 Consultant Intellectual Property. In the event that Work Product is Consultant Intellectual Property, Consultant hereby grants to the Owner an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the Consultant Intellectual Property, including the right of the Owner to authorize contractors, consultants and others to use the Consultant Intellectual Property, for the purposes described in this Contract.

4.15.4 Third Party Works. In the event that Work Product is Third Party Intellectual Property, Consultant shall secure on the Owner's behalf and in the name of the Owner, an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the Third Party Intellectual Property, including the right of the Owner to authorize contractors, consultants and others to use the Third Party Intellectual Property, for the purposes described in this Contract.

4.15.5 Consultant Intellectual Property-Derivative Work. In the event that Work Product created by Consultant under this Contract is a derivative work based on Consultant Intellectual Property, or is a compilation that includes Consultant Intellectual Property, Consultant hereby grants to the Owner an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the pre-existing elements of the Consultant Intellectual Property employed in a Contract Work Product, including the right of the Owner to authorize contractors, consultants and others to use the pre-existing elements of the Consultant Intellectual Property employed in a Contract Work Product, for the purposes described in this Contract.

4.15.6 Third Party Works-Derivative Work. In the event that Work Product created by Consultant under this Contract is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Consultant shall secure on the Owner's behalf and in the name of the Owner an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the pre-existing elements of the Third Party Intellectual Property employed in a Contract Work Product, including the right to authorize

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contractors, consultants and others to use the pre-existing elements of the Third Party Intellectual Property employed in a Contract Work Product, for the purposes described in this Contract.

4.15.7 Limited Owner Indemnity. To the extent permitted by the Washington Constitution, and by the Washington Tort Claims Act, the Consultant shall be indemnified, and held harmless by the Owner from liability arising out of re-use or alteration by the Owner, which was not specifically contemplated and agreed to by the Parties in this Contract or under separate contract.

4.15.8 Consultant Use of Work Product. Consultant, despite other conditions of this provision, shall have the right to utilize the Work Product on its brochures or other literature that it may utilize for its sales and, in addition, unless specifically otherwise exempted, the Consultant may use standard line drawings, specifications and calculations on other, unrelated projects.

4.15.9 Confidential Information. Consultant acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is confidential to the Owner or the Owner's clients. Any and all information marked confidential, or identified as confidential in a separate writing, that the Owner provides to Consultant or its employees or agents in the performance of this Contract shall be deemed to be confidential information of the Owner ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Consultant shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Consultant) publicly known; (b) is furnished by the Owner to others without restrictions similar to those imposed by this Contract; (c) is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Contract; (d) is obtained from a source other than the Owner without the obligation of confidentiality, (e) is disclosed with the written consent of the Owner, or; (f) is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information.

4.15.10 Non-Disclosure. Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information for any purposes whatsoever other than the provision of Services to the Owner under this Contract, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Consultant shall use its best efforts to assist the Owner in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Consultant shall advise the Owner immediately in the event Consultant learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and Consultant will at its expense cooperate with the Owner in seeking injunctive or other equitable relief in the name of the Owner or Consultant against any such person. Consultant agrees that, except as directed by the Owner, Consultant will not at any time during or after the term of this Contract disclose, directly or indirectly, any Confidential Information to any person, except in accordance with

this Contract, and that upon termination of this Contract or at the Owner's request, Consultant will turn over to the Owner all documents, papers, and other matter in Consultant's possession that embody Confidential Information.

4.15.11 Injunctive Relief. Consultant acknowledges that breach of this Section 4.15, including disclosure of any Confidential Information, will give rise to irreparable injury to the Owner that is inadequately compensable in damages. Accordingly, the Owner may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Consultant acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the Owner and are reasonable in scope and content.

4.15.12 Publicity. Consultant agrees that news releases and other publicity relating to the subject of this Contract will be made only with the prior written consent of the Owner.

4.15.13 Security. Consultant shall comply with all virus- protection, access control, back-up, password, and other security and other information technology policies of the Owner when using, having access to, or creating systems for any of the Owner's computers, data, systems, personnel, or other information resources.

4.16. Termination.

4.16.1. Parties Right to Terminate for Convenience. This Contract may be terminated by written mutual consent of the Parties.

4.16.2. Owner's Right to Terminate for Convenience. Owner may, at its sole discretion, terminate this Contract by written notice to the Consultant specifying the termination date of the Contract.

4.16.3. Owner's Right to Terminate for Cause. Owner may terminate this Contract, in whole or in part, immediately upon notice to Consultant, or such later date as Owner may establish in such notice, upon the occurrence of any of the following events:

4.16.3.1. Owner lacks lawful funding or other expenditure authority at levels sufficient to allow Owner, in the exercise of its reasonable discretion, to pay for Consultant's Services;

4.16.3.2. Federal, state or local laws, regulations or guidelines are modified or interpreted in such a way that either the Services under this Contract are prohibited, or Owner is prohibited from paying for such Services from the planned funding source;

4.16.3.3. Consultant no longer holds any license or certificate that is required to perform the Services;

4.16.3.4. Consultant fails to provide the Services called for in Exhibit A within the times specified or allowed under this Contract, fails to perform any of the provisions of this Contract, or so fails to perform the Services as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from Owner, does not correct such failures in such time as Owner specifies (which shall not be less than 10 calendar days, except in the case of emergency).

4.16.4. Cessation of Services. Upon receiving a notice of termination, and except as otherwise directed in writing by the Owner,

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Consultant shall immediately cease all activities related to the Services or the Project.

#### 4.16.5. Consultant's Right to Terminate for Cause.

4.16.5.1. Consultant may terminate this Contract if Owner fails to pay Consultant pursuant to this Contract, provided that Owner has failed to make such payment to Consultant within fifteen (15) calendar days after receiving written notice from Consultant of such failure to make payment.

4.16.5.2. Consultant may terminate this Contract, for reasons other than non-payment, if Owner commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform under the Contract within the time specified, or so fails to perform as to endanger Consultant's performance under this Contract, and such breach, default or failure is not cured within 10 calendar days after delivery of Consultant's notice, or such longer period as Consultant may specify in such notice.

4.16.6. Delivery of Work Product/Retained Remedies of Owner. As directed by the Owner, Consultant shall upon termination, deliver to the Owner all then existing Work Product and other property that, if the Contract had been completed, would be required to be furnished to the Owner. By Consultant's signature on this Contract, Consultant allows Owner to use said Work Product and other property for Owner's intended use. The rights and remedies of the Owner provided in this Section 4.16 - Termination related to defaults by the Consultant shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### 4.16.7. Payment upon Termination

4.16.7.1. In the event of termination pursuant to Sections 4.16.1, 4.16.2, 4.16.3.1, 4.16.3.2 or 4.16.5, Consultant's sole remedy shall be a claim for the sum designated for accomplishing the Services multiplied by the percentage of Services completed and accepted by Owner plus Consultant's reasonable Contract close-out costs, less previous amounts paid and any claim(s) which Owner has against Consultant, except in the event of a termination under 4.16.3.1 where no payment will be due and payable for Services performed or costs incurred after the last day of the current biennium, consistent with Section 4.3. Within 30 days after termination, Consultant shall submit an itemized invoice for all un-reimbursed Contract Services completed before termination and all Contract close-out costs actually incurred by Consultant. Owner shall not be obligated to pay for any such costs invoiced to and received by the Owner later than 30 days after termination. If previous amounts paid to Consultant exceed the amount due to Consultant under this subsection, Consultant shall pay any excess to Owner upon demand.

4.16.7.2. In the event of termination pursuant to section 4.16.3.3 or 4.16.3.4, Owner shall have any remedy available to it in law or equity. Such remedies may be pursued separately, collectively and/or in any order whatsoever. If it is determined for any reason that Consultant was not in default under section 4.16.3.3 or 4.16.3.4, the rights and obligations of the Parties shall be the same as if the Contract was terminated pursuant to Section 4.16.2.

4.17. Foreign Consultant. If Consultant is not domiciled in or registered to do business in the State of Washington, Consultant shall promptly provide to the Washington Department of Revenue and the Secretary of *Okanogan County does not discriminate on the basis of race, color, gender, sexual orientation, marital status, religion, national origin, age, disability status, gender identity, or protected veterans in employment, education, or activities as set forth in compliance with federal and state statutes and regulations*

State's Corporation Division all information required by those agencies relative to this Contract. Consultant shall demonstrate its legal capacity to perform the Services under this Contract in the State of Washington prior to entering into this Contract.

4.18. Notice. Except as otherwise expressly provided in this Contract, any notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Consultant or Owner at the address or number set forth on Exhibit A to this Contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section 4.18. Any notice so addressed and mailed shall be deemed to be given five (5) calendar days after the date of mailing. Any notice delivered by facsimile shall be deemed to be given when the transmitting machine generates a receipt of the transmission. To be effective against Owner, any facsimile communication or notice must be confirmed by telephone notice to Owner's Representative for the Project as indicated in Exhibit A to this Contract, and shall not be deemed to be given until such confirmation is completed. Any notice by personal delivery shall be deemed to be given when actually delivered. Regular, day-to-day communications between the Parties may be transmitted through one of the methods set forth above, in person, by telephone, by e-mail, or by other similar electronic transmission.

4.19. Media Contacts; Confidentiality. Consultant shall provide no news release, press release, or any other statement to a member of the news media regarding this Project, without the Owner's prior written authorization.

4.20. Conflict of Interest. Except with Owner's prior written consent, Consultant shall not engage in any activity, or accept any employment, interest or contribution that would, or would reasonably appear, to compromise Consultant's professional judgment with respect to this Project, including, without limitation, concurrent employment on any project in direct competition with the Project.

4.21. Overtime. The Consultant agrees that employees shall be paid at least time and one half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under RCW 49.46.130 or under 29 U.S.C 201 to 209 from receiving overtime.

4.22. The Consultant agrees that employees employed under this contract for services shall receive at least time and a half pay for work performed on the legal holidays specified in RCW 49.46.130.

4.23. Hours of Work Notice Requirements. The Consultant shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

Exhibits 1 through 5 are attached:

OKANOGAN COUNTY  
NONSTANDARD PROFESSIONAL  
SERVICES CONTRACT

**EXHIBIT 1 to Sample Contract**

**Statement of Work**

The Owner and the Architect/Engineer agree that the following Services shall be provided by the Consultant for the design of the Project. The completed Project is intended to be functional structures and improved sites that can be legally occupied and fully used for the intended functions as constructed.

**Consultant's key personnel assigned to this contract phase are:**

- 1.
- 2.
- 3.
- 4.
- 5.

**1. PROJECT DESCRIPTION:**

**The Project requires that the successful proposer provide architectural and engineering services for the Okanogan County Superior Court Renovation and develop rehabilitation and mitigation strategies per ASCE Standard 41-17 and the 2018 Washington Structural Specialty Code ("WSSC"). It is the wish of the County to rehabilitate the building to meet the rehabilitation objective of "Life Safety."**

**2. PROJECT PHILOSOPHY:**

- 2.1. The Consultant commits to oversee and direct the design of the Project to obtain the greatest long-term value for Okanogan County, and which reflects the prudent expenditure of public funds within the constraints of the Project program, context, and budget. In pursuing this goal, the Consultant, with the Owner's assistance, commits to:
  - 2.1.1. Develop a design that is appropriate for the context of the Project and the nature of its function, both present and future.
  - 2.1.2. Avoid expenditures for aesthetic effect which are disproportionate to the Project as a whole.
  - 2.1.3. Help assure the Project is completed on time and within budget.
  - 2.1.4. Apprise the Owner throughout the Project concerning the economic impact of all design decisions.
  - 2.1.5. Document all Project requirements and provide traceability of requirements, to the Owner's satisfaction, throughout the Project.

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3. **PRE-CONSTRUCTION ENGINEER SERVICES** During the Pre-Construction Phase, the Consultant shall provide those engineering Services necessary to refine programming, site-related limitations and requirements for the Project. Some of the described Services will be provided during this activity phase and some during other phases of Project design. Grouping herein is for convenience to identify the Services required for the Project. The Consultant's Services during the pre-construction phase shall consist of:
- 3.1. **PROGRAMMING:** Services consisting of confirming and refining the program information already developed for the Project, and detailing the space needs, sizes, interrelationships and special requirements such as telecommunications systems, access control, standby power and security for each area of the new facility. The refined program text information shall be delivered in an 8 1/2" X 11" format and drawings may be 11" X 17" format for presentation and approval by the Owner.
  - 3.2. **SITE DEVELOPMENT PLANNING:** Services consisting of preliminary site development planning services including, but not limited to, an executive summary, a building analysis, and a comparative evaluation of conceptual site development designs, based on: land utilization; structures placement; facilities development; movement systems, circulation and parking; utilities and Project description; preliminary systems descriptions; code review; master plan; Owner requirements; subsurface conditions; ecological requirements and landscape concepts.
  - 3.3. **NEEDS ANALYSIS:** Services consisting of gathering information from the Owner and Project stakeholders to identify requirements, problems, issues, expectations, concerns, as well as Project goals beginning with prioritizing projects based on the highest safety and security risk.
  - 3.4. **ARCHITECTURAL SPACE PLANNING SERVICES:** Consultant shall analyze space utilization needs and assessments in accordance with DAS "Space Standards" requirements. Consultant shall provide diagrams showing functional relationships of the various program areas of the Project. Consultant shall provide an efficiency analysis of the programmed space needs. Consultant shall work with Owner and comply with current DAS Policy.
  - 3.5. **ENGINEERING SPACE PLANNING:** Services consisting of space utilization needs and assessments. Provide diagrams showing functional relationships of the various program areas of the Project. The Consultant shall provide an efficiency analysis of the programmed space needs. Consultant shall work with Owner as requested.
  - 3.6. **ON-SITE UTILITY STUDIES:** Services consisting of establishing requirements and preparing initial designs for on-site utilities required for the Project.
  - 3.7. **OFF-SITE UTILITY STUDIES:** Services consisting of: determination of requirements for connections to utilities.
4. **SCHEMATIC DESIGN SERVICES** In the schematic design phase, from the Owner-approved programming information, Consultant shall provide those Basic Services necessary to prepare schematic design documents consisting of drawings and other documents illustrating the general scope, scale and relationship of Project components (the "Schematic Design Documents") for acceptance by Owner. Designs will be conceptual in character and based on program requirements provided by Owner. Consultant's Services during Phase 2 shall consist of the following:
- 4.1. **ARCHITECTURAL DESIGN/DOCUMENTATION Services:** Consultant shall respond to program requirements and prepare: conceptual building plans; preliminary sections and elevations; and development of approximate dimensions, areas and volumes. These Services shall also include the following:

4.1.1. Single-line drawings showing complete building layout, identifying the various major areas, core areas

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and their relationships.

4.1.2. Identification of all proposed finishes (includes all exterior surfaces, doors and windows).

4.2. STRUCTURAL DESIGN/DOCUMENTATION Services. Consultant shall recommend basic structural materials and systems, analyses, and develop conceptual design solutions for a primary structural system and alternate structural systems. These Services shall also include the following:

4.2.1. Structural systems layout with overall dimensions and floor elevations. Identification of structural system (pre-cast, structural steel with composite deck, structural steel with bar joists, etc.).

4.2.2. Identification of foundation requirements (fill requirements, piles, caissons, spread footings, etc.).

4.3. MECHANICAL DESIGN/DOCUMENTATION Services. Consultant shall consider alternate materials, systems and equipment and develop conceptual design solutions for: energy sources; energy conservation; heating and ventilating; air conditioning; plumbing; fire protection; and general space requirements necessary to allow for installation and utilization. These Services shall also include the following:

4.3.1. Block heating, ventilating and cooling load calculations including envelope and internal loads

4.3.2. Minimum of two HVAC systems that appear compatible with loading conditions for subsequent life-cycle costing.

4.3.3. Single-line drawings of all mechanical equipment spaces, duct chases and pipe chases.

4.3.4. Location of all major equipment in allocated spaces.

4.4. ELECTRICAL DESIGN/DOCUMENTATION Services. Consultant shall respond to program requirements, recommend basic electrical materials and systems, analyses, and develop conceptual design solutions for: lighting; electrical; security and telecommunications systems. These Services shall also include the following:

4.4.1. An illumination plan showing estimated quantity of light from all sources and for all areas. Incorporation of daylight strategies to minimize artificial lighting. Recommendations for types and quantities of fixtures to be used.

4.4.2. Major electrical equipment roughly scheduled indicating size and capacity.

4.4.3. Complete preliminary one-line electrical distribution diagrams with indications of final location of service entry, switchboards, motor control centers, panels, transformers and onsite power generator

4.4.4. Legend showing all symbols used on drawings.

4.5. CIVIL DESIGN/DOCUMENTATION Services. Consultant shall consider alternate materials and systems and develop conceptual design solutions for on site utility systems and fire protection systems.

4.6. MATERIALS RESEARCH/SPECIFICATIONS Services. Consultant shall: identify potential architectural materials, systems and equipment, including their criteria and quality standards, which are consistent with the conceptual design; investigate availability and suitability of alternative architectural materials, systems and equipment; and coordinate similar activities of other disciplines. Consultant shall include research for less toxic materials that provide safer alternatives for people and the building environment.

4.7. INTERIOR DESIGN Services. From the approved "Needs Analysis," Consultant shall provide interior space planning based on functional relationships, DAS policy, code requirements, finishes, colors, systems, furniture and equipment. Consultant shall integrate interior space planning with conceptual design solutions for architectural, structural, mechanical, electrical and equipment requirements in order

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to establish an integrated design approach for a fully functional and coordinated building environment. Consultant shall obtain design input from Owner. The space plan shall include the number and location of all workstations and office layouts, loose furniture, special equipment, high density filing systems, and other rooms. Consultant shall perform these Services within the constraints of the proposed furniture system, taking into account panel dimensions and standards to provide basic workstation layouts that provide block dimensions.

4.8. PROJECT DEVELOPMENT SCHEDULING Services. Consultant shall update the Critical Date Schedule as previously established.

4.9. STATEMENT OF PROBABLE CONSTRUCTION COST Services. Consultant shall develop a probable construction cost range, +/- 20%, for the Project (the "Schematic Design Phase Statement of Probable Construction Cost") based on the most recent schematic design studies, current area, volume, or other unit costs, and expected Project contingencies and consistent with the construction cost budget.

4.10. COMMISSIONING PROCESS INTEGRATION Services. Consultant shall coordinate those activities directly related to the commissioning of the building at the Project. These Services include working with the commissioning agent (the "CA") in the development of a clearly defined design intent for the Project building and its systems. Consultant shall review and respond to all CA input provided throughout the Project. Consultant shall collaborate with the CA and provide specifications that list and describe the duties of the contractor that will perform the work on the Project (the "Contractor") in the commissioning processes.

5. **DESIGN DEVELOPMENT SERVICES** In the design development phase Consultant shall provide those Basic Services necessary to prepare, from the Owner-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, including architectural, structural, mechanical, electrical, and other systems, materials and such other elements as may be appropriate (the "Design Development Documents"). Consideration shall be given to availability of materials, equipment and labor, construction sequencing and scheduling, economic analysis of construction and operations, Owner's safety and maintenance requirements, sustainability and energy conservation. Outline specifications shall be prepared in accordance with the Construction Specification Institute standards and shall include, but not be limited to, general and product information. Consultant's Services during Phase 3 shall consist of the following:

5.1. ARCHITECTURAL DESIGN/DOCUMENTATION Services: On an ongoing basis, Consultant shall develop and expand architectural Schematic Design Documents to establish the scope, relationship, forms, size and appearance of the Project through: plans, sections and elevations; typical construction details; and equipment layouts. These Services shall also include the following:

5.1.1. Floor plans with final room locations including all openings.

5.1.2. Building sections showing coordination and relationship between components.

5.1.3. Wall sections showing final dimensional relationships, materials and component relationships.

5.1.4. Identification of all fixed and loose equipment to be installed.

5.1.5. Finish schedule identifying all finishes.

5.1.6. Door and hardware schedule showing final quantity plus type and quality levels.

5.1.7. Site plan, including grading and drainage.

5.1.8. Preliminary development of details and large scale blow-ups.

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5.1.9. Legend showing all symbols used on the drawings.

5.1.10. Outline specifications, in accordance with the CSI standards.

5.1.11. Reflected ceiling development including ceiling grid and all devices that penetrate ceiling (i.e., light fixtures, sensors, sprinkler heads, ceiling register or diffusers, etc.).

5.2. STRUCTURAL DESIGN/DOCUMENTATION Services. On an ongoing basis, Consultant shall develop the specific structural system(s) and Schematic Design Documents in sufficient detail to establish: basic structural system and dimensions; final structural design criteria; foundation design criteria; preliminary sizing of additional major structural components; critical coordination clearances; and outline specifications or materials lists. These Services shall also include the following:

5.2.1. Plan drawings with all structural members located and sized.

5.2.2. Footing, beam, column and connection schedules.

5.2.3. Final building elevations.

5.2.4. Outline specifications.

5.2.5. Foundation drawings.

5.3. MECHANICAL DESIGN/DOCUMENTATION Services. On an ongoing basis, Consultant shall develop and expand mechanical Schematic Design Documents and develop outline specifications or materials lists to establish: approximate equipment sizes and capabilities; preliminary equipment layouts; required space for equipment; required chases and clearances; acoustical and vibration control; visual impacts; and energy conservation measures. These Services also include the following:

5.3.1. Heating and cooling load calculations for each space and major duct or pipe runs sized to interface with structural elements

5.3.2. Major mechanical equipment scheduled indicating size and capacity.

5.3.3. Duct work and piping systems substantially located and sized.

5.3.4. Devices in ceiling located.

5.3.5. Legend showing all symbols used on the drawings.

5.3.6. Outline specifications.

5.4. ELECTRICAL DESIGN/DOCUMENTATION Services. On an ongoing basis, Consultant shall develop and expand electrical Schematic Design Documents and develop outline specifications or materials lists to establish: criteria for lighting, electrical, security and telecommunications systems; approximate sizes and capacities of major components; preliminary equipment layouts; required space for equipment; and required chases and clearances. These Services also include the following:

5.4.1. All power consuming equipment and load characteristics.

5.4.2. Total electrical load.

5.4.3. Major electrical equipment (switchgear, distribution panels, emergency generator, transfer switches, UPS system, etc.) dimensioned and drawn to scale into the space allocated.

5.4.4. Complete preliminary site lighting design.

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- 5.4.5. Outline specifications.
- 5.4.6. Lighting, power, telecommunications and office automation devices and receptacles shown on the plan.
- 5.4.7. Final light fixture schedule
- 5.4.8. Interior electrical loads estimate for systems furniture, receptacles, lighting, food service equipment, and any other special use areas.
- 5.5. CIVIL DESIGN/DOCUMENTATION Services. On an ongoing basis, Consultant shall develop and expand civil Schematic Design Documents and develop outline specifications or materials lists to establish the final scope and preliminary details for on site engineering services.
- 5.6. LANDSCAPE DESIGN/DOCUMENTATION Services. On an ongoing basis, Consultant shall develop and expand landscape Schematic Design Documents and develop outline specifications or materials lists to establish final scope and preliminary details for landscape work.
- 5.7. MATERIALS RESEARCH/SPECIFICATIONS Services. Consultant shall: prepare for Owner's approval the proposed Special Conditions of the construction contract (the "Construction Contract"); develop architectural outline specifications or itemized lists and brief form identification of significant architectural materials, systems and equipment and their criteria and quality standards; coordinate similar activities of other disciplines; produce a design manual, including design criteria and outline specifications or materials lists. Where applicable, Consultant shall include: less toxic materials specifications or materials lists reviewed by third-party certification programs; safer products which are already commercially available to the extent that is practical; safer options that also limit premium costs and overall lifecycle costs.
- 5.8. INTERIOR DESIGN/DOCUMENTATION Services. Consultant shall further develop and coordinate the approved schematic interior space plan based on functional relationships, DAS policy, code requirements, finishes, colors, systems and equipment. Consultant shall develop conceptual design solutions that are coordinated with architectural, structural, mechanical, electrical and equipment requirements and dimensions in order to establish an integrated design approach for a fully functional building. Consultant's coordination Services shall include verification of the building layout with the selected furniture system. Consultant shall provide workstation layout including low voltage ports, service voltage, special equipment, and panel feeds.
- 5.9. PROJECT DEVELOPMENT SCHEDULING Services. Consultant shall review and update previously established schedules for the Project.
- 5.10. STATEMENT OF PROBABLE CONSTRUCTION COST Services. Consultant shall update and refine the Schematic Design Phase Statement of Probable Construction Cost of the Project as it is related to the construction cost budget and taking into consideration: availability of materials and labor; Project delivery procedures; construction sequencing and scheduling; changes in scope of the Project; and adjustments in quality standards. Completion of these Services shall result in the "Design Development Phase Statement of Probable Construction Cost."
- 5.11. VALUE ENGINEERING Services. Consultant shall lead a review team during the design development phase of the Project. Consultant shall provide an intensive analysis of the entire Project.
- 5.12. COMMISSIONING PROCESS INTEGRATION Services. Consultant shall provide Services to coordinate those activities directly related to the commissioning of the building at the Project. These Services include working with the CA to develop a clearly defined design intent for the Project building and its systems. Consultant shall review and respond to all CA input provided throughout the Project. Consultant shall collaborate with the CA and provide specifications that list and describe the Contractor's duties in the commissioning processes.

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6. **CONSTRUCTION DOCUMENTS SERVICES** In the Construction Documents phase Consultant shall provide those Basic Services necessary to prepare, 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, as well as the documents pertaining to bidding and contracting for the construction of the Project (the "Construction Documents"). Consultant's Services during Phase 4 shall consist of the following:
- 6.1. Upon written authorization from Owner to proceed, Consultant shall prepare, from the approved Design Development Documents, working drawings and specifications setting forth in detail the requirements for the construction of the entire Project. Additional requirements of the documents are:
    - 6.1.1. Owner shall provide the General and Supplemental General Conditions of the Construction Contract, which Consultant shall incorporate into the Construction Documents.
    - 6.1.2. Complete specifications shall be prepared using the Construction Specifications Institute's 3-part and 16-division format.
    - 6.1.3. Consultant shall provide Owner with in-progress Construction Documents as needed during development of this phase.
    - 6.1.4. After review and approval of the 100% complete draft Construction Documents by Owner, Consultant shall continue with preparation of the final documents, including final specifications for all authorized work on the Project, and shall incorporate in those final documents the comments and any modifications or changes desired by Owner, any modifications required for compliance with all applicable codes, regulations or standards, and the approved program or prior written approvals and instructions of Owner. The resulting final Construction Document submittal shall be a complete, fully coordinated, integrated package, suitable for bidding distribution, without any significant addenda or further clarifications required.
  - 6.2. ARCHITECTURAL DESIGN/DOCUMENTATION Services: Consultant shall prepare drawings based on approved Design Development Documents setting forth in detail the architectural construction requirements for the Project.
  - 6.3. STRUCTURAL DESIGN/DOCUMENTATION Services. Consultant shall prepare final structural engineering calculations; drawings, and specifications based on approved Design Development Documents, setting forth in detail the structural construction requirements for the Project.
  - 6.4. MECHANICAL DESIGN/DOCUMENTATION Services. Consultant shall prepare final mechanical engineering calculations, drawings, and specifications based on approved Design Development Documents, setting forth in detail the mechanical construction requirements for the Project.
  - 6.5. ELECTRICAL DESIGN/DOCUMENTATION Services. Consultant shall prepare final electrical engineering calculations, drawings, and specification based on approved Design Development Documents, setting forth in detail the electrical construction requirements for the Project.
  - 6.6. CIVIL DESIGN/DOCUMENTATION Services. Consultant shall prepare final civil engineering calculations, drawings, and specifications based on approved Design Development Documents, setting forth in detail the civil construction requirements.
  - 6.7. LANDSCAPE DESIGN/DOCUMENTATION Services. Consultant shall prepare drawings and specifications based on approved Design Development Documents, setting forth in detail the landscape requirements for the Project.

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- 6.8. MATERIALS RESEARCH/SPECIFICATIONS Services. Consultant's in house architectural personnel shall: assist Owner in development and preparation of: bidding documents which describe the time, place, and conditions of bidding; bidding forms; and architectural specifications describing materials, systems, and equipment; workmanship; quality and performance criteria required for the construction of the Project (the "Bidding Documents"). These personnel shall also coordinate the development of specifications by other disciplines and compile the Project Manual, including conditions of the contract, Bidding Documents and specifications.
- 6.9. PROJECT DEVELOPMENT SCHEDULING Services. Consultant shall review and update previously established schedules for the Project.
- 6.10. STATEMENT OF PROBABLE CONSTRUCTION COST Services. Consultant shall update and refine the Design Development Phase Statement of Probable Construction Cost of the Project related to the construction cost budget and shall take into consideration: availability of materials and labor; Project delivery; procedures; construction sequencing, and scheduling; changes in scope of the Project; and adjustments in quality standards. Completion of these Services shall result in the "Construction Documents Phase Statement of Probable Construction Cost."
- 6.11. ALL SPECIFIED ITEMS SHALL BE STANDARD, cataloged, manufactured items or "off the shelf" items. No custom items shall be designed or specified without prior written authorization of Owner. No proprietary or "sole source" items shall be specified. Brand name products may be specified so long as "approved equal" is included with their specification, if there is no other practical method of specification.
- 6.12. RECYCLED PRODUCTS SHALL BE USED where they are economically feasible. Consultant shall give preference to materials and supplies manufactured from recycled materials under the following conditions:
- 6.12.1. The recycled product is available;
  - 6.12.2. The recycled product meets applicable standards;
  - 6.12.3. The recycled product can be substituted for a comparable non-recycled product; and
  - 6.12.4. Recycled product costs do not exceed the costs of non-recycled products by more than five percent.
- 6.13. INTERIOR DESIGN/DOCUMENTATION Services. Consultant shall further develop and coordinate the space plan based on approval by Owner of the Design Development Documents. Consultant shall consult and coordinate with Owner to develop the detailed drawings with all information required for bidding. These Services shall include detailed requirements for the selected system furniture power and low voltage feeds.
- 6.14. PLAN REVIEW INITIATION & COORDINATION Services. Consultant shall prepare all necessary project documents, with appropriate formatting and registration stamps, for submission to the mandatory authority having jurisdiction (the "AHJ") over the Project to obtain the building permit. Consultant shall apply and fill out all necessary documentation for a complete "plan check" submission prior to AHJ code review. In addition, Consultant shall meet with the AHJ as requested and answer project related questions and review applicable code compliance issues. Consultant shall be responsible for paying the "plan check" fees and will be reimbursed without markup as a Reimbursable Expense per Section B.2 of this Contract. The Construction Contractor will pay the building permit fee and all trades permits per the State of Washington General Conditions for Public Improvement Contracts.
- 6.15. COMMISSIONING PROCESS INTEGRATION Services. Consultant shall coordinate those activities directly related to the commissioning of the building at the Project. These Services shall include working with the CA in the development of a clearly defined design intent for the building and its systems. Consultant shall review and respond to all CA input provided throughout the Project. Consultant shall collaborate with and provide specifications that list and describe the Contractor's duties in the

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commissioning processes.

7. **CONSTRUCTION CONTRACT ADMINISTRATION SERVICE** In the construction administration phase Consultant shall provide those Basic Services necessary for the administration of the Construction Contract as set forth in the General Conditions and Supplemental General Conditions of the Construction Contract. Consultant shall receive and transmit information as a representative of Owner during the construction of the Project and shall advise and consult with Owner. Instructions to Contractor shall be forwarded through Consultant. Consultant shall have authority to act on behalf of Owner only to the extent provided in the Construction Contract. The construction phase for each portion of the Project will commence with the award of the Construction Contract to the Contractor, and will terminate when the Construction Contract warranty period expires. Consultant's Services during Phase 6 shall consist of the following:
- 7.1. OFFICE CONSTRUCTION ADMINISTRATION Services. Consultant shall process submittals, including receipt, review of, and appropriate action on shop drawings, product data, samples and other submittals required by the Construction Contract and all documents specifically incorporated by reference into the Construction Contract (the "Contract Documents"). Consultant shall distribute submittals as required and shall maintain a master file of submittals and related communication.
  - 7.2. INSPECTION COORDINATION Services. With respect to independent inspection and testing agencies, Consultant shall: administer and coordinate field testing and inspections by independent agencies as required by the Contract Documents; recommend the scope, standards, procedures, and frequency of testing and inspections; arrange for testing and inspection on Owner's behalf; notify inspecting and testing agencies of status of the Work requiring testing and inspection; evaluate compliance by testing and inspection agencies with required scope, standards, procedures, and frequency of testing and inspections; review reports on inspections and tests and notify Owner and Contractor of observed deficiencies in the Work. Consultant shall oversee, and coordinate with Owner and Contractor, the review of any system furniture installation by the Contractor to verify that dimension requirements are met.
  - 7.3. SUPPLEMENTAL DOCUMENTS Services. Consultant shall: prepare, reproduce and distribute supplemental drawings, specifications, and interpretations in response to requests for clarification by the Contractor or Owner and as required by construction exigencies; and forward Owner's instructions and provide guidance to the Contractor on Owner's behalf relative to changed requirements and schedule revisions.
  - 7.4. QUOTATION REQUESTS/CHANGE ORDERS Services. Consultant shall: prepare, reproduce and distribute drawings and specifications to describe Work to be added, deleted, or modified; review proposals from Contractor for reasonableness of quantities and costs of labor and materials; review and make recommendations regarding changes in time for substantial completion; review and make detailed recommendations, including, if requested, a specific alternative cost breakdown, regarding impact on space planning design; negotiate with Contractor on Owner's behalf regarding costs of Work proposed to be added, deleted, or modified; assist in the preparation of appropriate modifications of the Construction Contract; coordinate communications, approvals, notifications, and record keeping regarding changes in the Work.
  - 7.5. PAYMENT REVIEW Services. Consultant shall: evaluate and certify applications for payment, including review and determination of whether each charge is accurate and constitutes payment for fully authorized and completed Work, and maintain complete records regarding performance of this Service.
  - 7.6. PROJECT CLOSEOUT Services. Upon notice from the Contractor that the Work, or a designated portion thereof which is acceptable to Owner, is sufficiently complete, in accordance with the Contract Documents, to permit occupancy or utilization for the use for which it is intended, Consultant shall:

- 7.6.1. Perform a detailed inspection, with Owner's representative, of the Work for conformity to the Contract Documents to verify the list submitted by the Contractor of items to be completed or corrected; and

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determine the amounts to be withheld until final completion.

7.6.2. Issue certificates of substantial completion and perform inspection(s) upon notice by Contractor that the Work is ready for final inspection and acceptance.

7.6.3. Notify Owner and Contractor of deficiencies found in follow up inspection(s), if any;

7.6.4. Perform a final inspection with Owner's representative to verify final completion of the Work, and receipt and transmittal of warranties, affidavits, receipts, and releases and waivers of lien or bonds indemnifying Owner against liens;

7.6.5. Issue final certificate(s) for payment; and

7.6.6. Issue a summary of expenses in accordance with OAR 125-248-0120. In accordance with this requirement Consultant shall maintain and provide Owner with records regarding direct expenses including both general and specific travel expenses, whether reimbursable or not. This summary shall include all expenses incurred by Consultant and any Sub-consultants as a direct result of the performance of Services.

7.7. RECORD DOCUMENT SERVICES Consultant shall provide Owner with accurate record drawings and record specifications manuals for the Project as more particularly described in this Section. Consultant shall deliver to Owner, within \_\_\_\_ days from receipt of the Contractor's working record documents, the following record documents (the "Record Documents"):

7.7.1. Hardcopy Set - The Record Documents shall consist of two (2) complete sets of record drawings, prepared on reproducible vellum or 24 lb. (minimum) bond media (the "Record Drawings"). The Record Drawings shall include all drawing sheets used for bidding including; addenda, all changes resulting from regulatory reviews, change orders and as-built conditions. Consultant is not responsible for the accuracy of the working as-built drawings furnished by Contractor.

7.7.2. Electronic Set - A complete set of Record Drawings (as described above in Section A.6.07(a) above) and generated in AutoCAD (version as directed by Owner) shall be provided to Owner by Consultant, as well as an electronic version of the complete specifications in a file format approved by Owner.

Consultant shall verify that all electronic drawings are readable and that all AutoCAD xreference (“Xrefs”) files are bound and formatted in such a way as to be readable by the AutoCAD version they are saved in. Consultant shall provide a list of all drawings, including Xrefs that are associated with the Record Drawings. The electronic Record Documents shall be provided on recordable (not re-recordable) compact discs.

7.8. WARRANTY REVIEW Services. Consultant shall: consult with and make recommendations to Owner, during the duration of the Construction Contract warranty period, concerning inadequate performance of materials, systems, and equipment under warranty; perform inspections prior to expiration of the warranty period to ascertain adequacy of performance of materials, systems, and equipment; and document defects or deficiencies and assist Owner in preparing instructions to the Contractor for correction of noted defects.

7.9. CONSTRUCTION CONTRACT ADMINISTRATION SERVICES. Consultant shall perform Construction Contract administration Services as set forth in this section and the Contract Documents.

7.9.1. Consultant shall visit the site at weekly intervals, and upon special circumstances as requested by Owner, to be familiar with the progress and quality of the Work, and to determine if the Work is generally proceeding in accordance with the Contract Documents. Consultant, in conjunction with the payment review, shall report to Owner on the accuracy of Contractor’s working record drawings each month during construction. However, Consultant shall not be required to make exhaustive or continuous on site inspections to check the quality or quantity of the Work. On the basis of such on site observations, Consultant shall report such visits, observations, and information in a weekly written report to Owner.

7.9.2. Consultant shall not have control or charge of, and shall not be responsible for construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with the Work. Consultant, by virtue of its position alone and without regard for Consultant’s actual involvement on site, shall not have control or charge of, and shall not be responsible for the acts or omissions of Contractor and any subcontractors or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.

7.9.3. Subject to the concurrence of Owner, Consultant shall be the interpreter of the requirements of the Contract Documents, regarding the performance thereunder by both Owner and Contractor. Accordingly, Consultant shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either Owner or Contractor, and shall render written decisions, within a reasonable time, on all claims, disputes and other matters in question between Owner and Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents. Owner shall render a final determination in the event that Owner disagrees with Consultant’s proposed interpretation or decision.

7.9.4. Consultant shall review and take appropriate action on Contractor’s submittals, including shop drawings, product data, and samples, checking for conformance with the design concept of the Work and the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. Consultant shall forward to Owner one (1) copy of all approved shop drawings, product data, and samples, together with correspondence related to these documents as a record of the Work. Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

7.9.5. Consultant shall conduct construction observations and reviews to determine “Substantial Completion” and “Final Completion” (as those terms are defined in the Construction Contract) and shall receive and forward to Owner written warranties and related documents required by the Contract Documents and assembled by Contractor. Consultant, with Owner's concurrence, shall prepare and certify a “Certificate of Substantial Completion” and a “Certificate of Final Payment” under the Construction

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Contract.

- 7.9.6. Consultant agrees to be responsible for any damages arising from any defects in design or negligence in the performance of the construction inspector, if the inspector is furnished by the Consultant.
- 7.9.7. Consultant agrees to supervise any required subsurface explorations such as borings and soil tests to determine amounts of rock excavation or foundation conditions, no matter whether they are performed by the Consultant or Owner.
- 7.9.8. Consultant agrees to attend bid openings, prepare and submit tabulation of bids, and make a recommendation as to contract award, when applicable.
- 7.9.9. The Consultant agrees to review proof of bidder's qualifications and recommend approval or disapproval.
- 7.9.10. Consultant agrees to submit a report not less frequently than quarterly to the Owner covering the general progress of the job and describing any problems or factors contributing to delay.

**END OF EXHIBIT 1**

OKANOGAN COUNTY  
NONSTANDARD PROFESSIONAL  
SERVICES CONTRACT

**EXHIBIT 2 to Sample Contract**

**Consultant Compensation**

**B.1 BASIS OF COMPENSATION**

B.1.01 The Owner shall compensate the Consultant for the performance of Services set forth in the Statement of Work, as defined in **Exhibit 1**, as follows:

The Owner shall reimburse the Consultant for any allowable Reimbursable Expenses for actual mileage. Consultant will charge for service by progress billing at the following hourly rate:

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B.1.02 Payments for Services and Reimbursable Expenses shall be made monthly, following Owner's review and approval of detailed invoices submitted by Consultant and acceptance of the Services or approval of Reimbursable Expenses by the Owner. Payments for Services shall be in proportion to the Services performed.

B.1.03 Post-Project Services: All Services performed after both the pre-construction phase and the construction phase of the Project are completed, including, but not limited to, any construction management, warranty oversight, and any such related work outside the scope of the initial planning stage of Project are considered Services to be provided on an "as needed" basis and will be performed only if authorized by the Owner in writing. The cost for each such Service shall, at Owner's sole discretion, be either a fixed price mutually agreed to by the Owner and Consultant prior to authorization to proceed with the Service, or shall be a maximum, not-to-exceed contract price indicated below for that Service (as those amounts may be revised in accordance with this Section) derived from Consultant's personnel time to complete the Service multiplied by the hourly rates for those personnel as set forth above. It is the goal of the Owner and Consultant to agree to a maximum, not-to-exceed contract price for any Post-Project Services for which the actual scope of Service can be defined and agreed to.

B.1.04 Reimbursable expenses, described in paragraph B.2.01, shall be defined as the direct cost expended by the Consultant, the Consultant's employees and Sub-consultants for performance of Services rendered to complete the Project.

B.1.05 The Owner and Consultant agree in accordance with the terms and conditions of this Contract that:

a. If the scope of the Project or if the Consultant's Services is changed materially, the Consultant shall request in writing, before services are provided, that compensation be adjusted and that the Contract be amended to describe the additional Services to be performed and the compensation for those additional Services. If the Owner agrees to allow additional Services to be performed, the Parties must prepare and fully execute a written amendment to the Contract fully memorializing the Parties' agreement, and all required Okanogan County approvals must be obtained, before the Contract will be deemed amended and before Consultant begins performance of any additional Services pursuant to the amended Contract.

b. The fee for preparing routine change orders adding or deleting Work from the Project shall be considered part of the compensation for Basic Services.

c. The Consultant shall make such revisions to completed Contract Documents as are necessary to

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correct errors or omissions appearing therein, consistent with generally accepted standards of professional practice and with the Consultant's standard of care under Section 4.1.4 of the Contract, when required to do so by the Owner and without additional compensation.

## **B.2 REIMBURSABLE EXPENSES**

B.2.01 Reimbursable Expenses are in addition to the Compensation for Project Services and include actual expenditures made by the Consultant, the Consultant's employees and the Sub-consultants in the interest of the Project for the expenses listed in the following Subparagraphs:

- a. Expense of reproductions, postage and handling of drawings, specifications, deliverables and other documents, excluding reproductions for the office use of the Consultant and the Sub-consultants.
- b. Sub-consultants engaged by Consultant.
- c. Reimbursement of mileage expenses shall not exceed the current federal rate per mile.
- d. Expense of renderings, models and mock-ups requested by the Owner.
- e. Communications expenses.

**END OF EXHIBIT 2**

**OKANOGAN COUNTY NONSTANDARD PROFESSIONAL SERVICES CONTRACT**

**EXHIBIT 3 to Sample Contract Insurance Provisions**

During the term of this Contract, or such other time period provided herein, the Consultant shall maintain in force at its own expense, each insurance coverage or policy noted below:

**C.1.01 Required by the Owner of Consultants under the following circumstances:**

**Workers' Compensation** insurance All employers, including the Consultant, that employ subject workers who work under this Contract in the State of Washington shall comply with RCW 51.04.063 and provide the required Washington workers' compensation coverage, unless such employers are exempt. The Consultant shall ensure that each of its Sub- consultants and subcontractors complies with these requirements. The Consultant warrants, represents and agrees that Consultant is an independent contractor and not an employee or agent of the County and that Consultant is solely responsible for the maintenance of its own workers compensation for its employees, agents and representatives.

**C.1.02 Required by the Owner**

**Professional Liability/Errors & Omissions** insurance with a combined single limit, or the equivalent, of not less than: \$2,000,000 each claim, incident or occurrence. This insurance must cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. Any deductible shall not exceed \$25,000 each claim, incident, or occurrence.

**C.1.03 Required by the Owner**

**General Liability** insurance with a combined single limit, or the equivalent, of not less than:  
\$2,000,000 each occurrence for Bodily Injury and Property Damage and a \$3,000,000 annual aggregate. It shall include contractual liability coverage for the indemnity provided under this Contract. The policy, or an endorsement or amendment to the policy, must provide that Okanogan County and its divisions, officers and employees are "additional insureds", but only with respect to the Consultant's Services to be provided under this Contract. Any deductible shall not exceed \$25,000 each claim, incident, or occurrence.

**C.1.04 Required by the Owner**

**Automobile Liability** insurance with a combined single limit, or the equivalent, of not less than: Minimum amounts required by the Washington Financial Responsibility Law; \$2,000,000 per occurrence, for Bodily Injury and Property Damage, including coverage for all owned, hired or non-owned vehicles, as applicable. The policy, or an endorsement or amendment to the policy, must provide that Okanogan County, and its officers and employees are "additional insureds", but only with respect to the Consultant's Services to be provided under this Contract.

**C.1.05 “Tail” Coverage**

If any of the required liability insurance is arranged on a “claims made” basis, “tail” coverage will be required at the completion of this Contract for a duration of 24 months, or the maximum time period available to the Consultant in the marketplace if less than 24 months. Consultant will be responsible for furnishing certification of “tail” coverage as described or continuous “claims made” liability coverage for 24 months following Contract expiration. Continuous “claims made” coverage will be acceptable in lieu of “tail” coverage provided its retroactive date is on or before the effective date of this Contract. Evidence of suitable coverage will be a condition of final acceptance and payment under the Contract.

**C.1.06 Notice of Cancellation or Change**

There shall be no cancellation, material change, reduction of limits, reduction in any aggregate limits, or intent not to renew the insurance coverage(s) without 30 days prior written notice from the Consultant or its insurer(s) to the Okanogan County.

**C.1.07 Certificates of Insurance**

As evidence of the insurance coverage required by this Contract, the Consultant shall furnish acceptable insurance certificates to the Okanogan County prior to commencing performance of the Services. The certificate(s) will specify all of the parties who are “additional insureds” and must contain terms indicating that the relevant policies (except for Workers’ Compensation coverage or Professional Liability/Errors & Omissions coverage) has been endorsed or amended to name Okanogan County and its officers and employees as “additional insureds” under the Consultant’s policies. Insuring companies or entities are subject to County acceptance. If requested, complete copies of insurance policies; trust agreements, etc. shall be provided to the County. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

**C.1.08 Deductibles**

Deductibles are the sole responsibility of the consultant, GC, and sub-contractors with a maximum allowable deductible of \$25,000 or less. Any higher deductible amount requires written County approval.

**END OF EXHIBIT 3**