

**AGREEMENT FOR CONSULTANT SERVICES
WOODLAND PUBLIC SCHOOL DISTRICT**

THIS AGREEMENT is entered into as of January 23, 2012 by and between Woodland School District ("School District") and McGranahan Architects ("Consultant").

A. The School District desires to engage the Consultant to perform services related to creating a conceptual design for the District's new high school ("Project"), in advance of the District submitting a bond proposal to the voters.

B. The Consultant represents that it is in all respects qualified to perform, is capable of performing the services and has an established record of consulting for the type of services covered by this Agreement.

C. The School District has selected the Consultant as the most qualified provider of the desired services through a Request for Proposal process consistent with Chapter 39.80 RCW.

D. The employee of the Consultant assigned to this Project who will be primarily responsible for the Services is: Chris Lilley ("Project Consultant").

E. The School District agrees to pay the Consultant on a time and materials basis not to exceed \$40,139 ("Fee") as full and complete compensation for the Services, including reimbursable expenses.

F. The Services will be completed by April 18, 2012, subject to reasonable extensions due to unexpected conditions.

AGREEMENT

1. Contractual Relationship and standard of care

The Consultant shall be and operate as an independent contractor and shall have exclusive control over and responsibility for the conduct of all its personnel performing the Services. The Consultant shall perform the Services in accordance with its own methods in an orderly and professional manner consistent with standards of care applicable to architectural professionals performing similar services within the State of Washington. The Consultant is not an agent or employee of the School District for any purpose, and is not authorized on behalf of the School District to enter into any agreements, to waive any provisions of the Contract Documents, to receive or accept contractual notice, to authorize payment, or to accept or approve any change in the price or time of the Contract Documents without prior written approval of the School District. The Consultant acknowledges the relationship of trust and confidence established between the Consultant and the School District by this Agreement. Accordingly, the Consultant's acts shall be consistent with this relationship. The Consultant shall further the interest of the School District through efficient business administration and management.

2. Scope of Service

a. Services. The Consultant shall perform Services pursuant this Agreement as more fully described in "Fee Proposal for Pre-Bond Planning Services" attached hereto.

b. Timing. Time is of the essence. The Consultant shall perform all required services in an expeditious

manner consistent with the applicable standard of care required of the Consultant. The Services will be completed by, and the Agreement shall remain in effect until the Completion Date unless cancelled prior to that date pursuant to this Agreement.

c. Performance. All of the Services will be performed by or through the Consultant in a satisfactory and proper manner, as determined by the School District and according to the applicable standards of care. Other than as authorized by the Scope of Work, none of the Services shall be subcontracted without prior written approval of the School District. At the time of performance, the Consultant shall be properly licensed, equipped, organized and financed to perform the Services. The Services will be suitable for the intended purpose.

d. Correction. The Consultant shall, at no cost to the School District, promptly and satisfactorily correct any Services found to be performed in a negligent manner or not in conformity with the requirements of this Agreement. If the Consultant fails to satisfactorily correct services within a reasonable period of time, as determined by the School District, the School District may terminate the Agreement. The School District shall not owe compensation for any unsatisfactory work that is not promptly corrected.

e. Compliance. The Consultant shall comply, and shall contractually require that the Services of all its sub-consultants comply, with applicable federal, state and local laws, regulations, codes and orders in effect at the time services are provided. School District approval of services does not imply that any service conforms to applicable laws, regulations, codes or orders.

f. Conflicts. The Consultant has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner with the performance of the Services. The Consultant will not employ any person in the performance of this Agreement having any such interest.

3. Responsibilities of the School District

a. The School District shall provide to the Consultant information in its possession necessary for the Consultant to perform the requirements of the Project. The School District shall furnish all required information as expeditiously as necessary for the orderly progress of the services. The Consultant shall exercise reasonable care to determine whether information provided by the School District is accurate prior to relying upon it. The School District shall cooperate with all efforts by the Consultant to verify the accuracy of information.

b. The School District has designated Construction Services Group (CSG) as a representative authorized to act in the School District's behalf with respect to the Project. The School District or such authorized representative shall examine submittals by the Consultant and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Consultant's services.

4. Consultant Personnel

a. The Consultant will secure at its own expense all personnel required to perform the Services. These personnel shall be experienced, fully qualified and authorized under applicable law to perform their portion(s) of the Services. The School District shall be entitled to rely upon any assistance, guidance, direction, advice or other Services provided by any such personnel. The Consultant's key personnel shall remain assigned for the duration of the work unless otherwise agreed to in writing by the School District. The School District shall not unreasonably withhold approval of staff changes. The Consultant shall, if so requested by the School District, upon reasonable notice in writing, remove from the Services any person the School District deems incompetent, careless or otherwise objectionable, after allowing a reasonable

period for adjustments and/or corrections.

b. The Consultant shall not utilize any employee who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 RCW or Chapter 9A.36 RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9A.68A RCW, sexual offenses under Chapter 9A.44 RCW where a minor is a victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under Chapter 9A.64.030 RCW, or violation of similar laws of another jurisdiction. The Consultant shall remove from the Services any employee or other person who has engaged in such actions or who the School District reasonably considers objectionable at no cost to the School District. Failure to comply with these requirements is grounds for immediate termination of the Agreement.

c. The Consultant may designate and contract with sub-consultants after conferring with the School District regarding their selection. The Consultant shall not contract with a sub-consultant to which the School District has a reasonable objection. The Consultant shall incorporate the provisions of this Agreement and a scope of Services consistent with the requirements of the Project into the contracts with sub-consultants. The Consultant shall furnish the School District, upon request, a copy of the Consultant's contract(s) with the sub-consultants prior to execution. Any subcontracting of any of the Services shall not relieve the Consultant from its responsibility for the performance of the Services in accordance with the terms of this Agreement nor from its responsibility for the performance of any of its other obligations under the Agreement. The Consultant shall furnish to the School District, upon request, a copy of the Consultant's contract(s) with the sub-consultants prior to execution. Key personnel of sub-consultants shall remain assigned for the duration of the work unless otherwise agreed to in writing by the School District. The School District shall not unreasonably withhold approval of staff changes. The School District may require substitution of any sub-consultant provided that the School District has first notified the Consultant in writing and allowed a reasonable period for adjustments and/or corrections.

5. Compensation

a. Fee. The School District will pay the Fee, as identified in item "E" of the preamble to this agreement, for Services satisfactorily rendered. Any costs incurred by the Consultant in excess of the Fee are the responsibility of Consultant unless approved in writing by the School District prior to being incurred.

b. Changes in Services. Additional compensation for a pre-authorized Change in Services shall be paid as agreed in writing prior to commencement of the Services. The Consultant will not, however, be entitled to additional compensation for Services incurred because of the fault or negligence of the Consultant.

c. Method of Payment. The Consultant will submit a monthly written request for payment and a progress report certifying that it has performed the designated Services under the Agreement, and that it is entitled to receive the amount requested. Payment will be made on a time and materials basis, for the actual Services the School District approves as satisfactorily completed. The School District will pay the Consultant within 30 days of receipt of the request and report. Payments due but unpaid shall bear interest at the statutory rate pursuant to RCW 39.76, not to exceed Bank of America prime rate plus 2%, starting 30 days after receipt of the request and report, unless the School District notifies the Consultant that it is disputing the amounts due.

d. Reimbursable Expenses. In addition to the Fee, the School District agrees to pay the Consultant for the following Reimbursable Expenses to the extent reasonably incurred and paid by the Consultant in the interest of the Project: Printing and Reproduction of Instruments of Service

required for submittal to the School District; postage and delivery expenses; and other similar direct project related expenses when pre-approved in writing by the School District. Reimbursable expenses shall not exceed \$1000 without prior written approval by the School District.

6. Changes in Services

The School District may, at any time, require changes in the scope of the Services. A Change in Services, including any increase or decrease in the Consultant's compensation and/or time of performance, will be incorporated in written amendments to this Agreement when mutually agreed upon by both parties. Change in Services will be billed at the following rates:

McGranahan Architects: Principal: Senior Project Manager Administrative	\$180/hr \$135/hr \$ 75/hr	
HDJ (civil)	\$140/hr	
Robinson Co. (estimating)	\$150/hr	

7. Indemnification

The Consultant shall indemnify and hold harmless the School District, its directors and employees, successors and assigns, from and against all claims, damages, losses and expenses, direct or indirect, or consequential, including costs and attorneys' fees incurred on such claims and in providing the right to indemnification, to the extent they are caused by any negligent or wrongful act or omission of the Consultant, its employees, agents or anyone acting on its behalf.

8. Insurance

a. Certificates. The Consultant shall not commence performance of Services under this Agreement until all required insurance has been obtained and a certificate has been submitted to the School District. A certificate of insurance reflecting the insurance required below, identifying the School District as additional insured, except with regard to Professional Liability, and indicating that the insurance is primary and non-contributing, shall be provided prior to execution of this Agreement. All certificates must provide 45 day's prior notice to the School District of cancellation or nonrenewal of the insurance. All insurance is to be provided by insurance companies with an A.M. Best's rating of not less than A- VII. The insurance requirement shall not reduce the obligations of the indemnification agreement set out in paragraph 7. Lapse of coverage or failure to furnish satisfactory evidence of insurance is cause for termination of this Agreement.

b. Coverage. The Consultant, at its own cost, shall maintain commercial general liability insurance for bodily injuries (including sickness or death) and property damages in the minimum amount of \$1,000,000 combined single limit per occurrence, and in the minimum of \$2,000,000 in the aggregate, Employers Liability (Washington Stop-Gap) in the amount of no less than \$1,000,000 per occurrence, and auto bodily injury and property damage liability in a minimum amount of \$1,000,000 per accident for owned, non-owned, and hired automobiles. In addition, the Consultant shall maintain professional liability (malpractice) insurance in a minimum amount of \$1,000,000 per claim and in the aggregate.

9. Dispute Resolution

a. Mediation. Any controversy or claim arising out of or relating to this Agreement, or the material breach thereof, shall first be subject to nonbinding mediation. A request for mediation shall be filed in writing with the other party to the Contract, and the parties shall promptly attempt to mutually agree upon a mediator. If the parties have not reached agreement on a mediator within thirty days of the request, either party may file the request with the American Arbitration Association with a copy to the other party, and the mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association.

b. Mediation Procedure. An officer or principal of the Consultant and the Superintendent or designee of the School District must attend the mediation session. To the extent there are other parties in interest, such as sub-consultants, the Contractor, and/or designers, their representatives, with full authority to settle the claim, shall also attend the mediation session.

c. Litigation. The Consultant may not bring litigation on claims unless they have been properly raised and considered in the above mediation procedure.

d. No Waiver. The requirements of this paragraph cannot be waived except by an explicit written waiver signed by both parties.

10. Termination

a. Termination by Consultant. Should the School District fail substantially to perform in accordance with the terms of this Agreement through no fault of the Consultant, the Consultant may terminate this Agreement by giving written notice of such termination and specifying the effective date thereof as a date certain at least twenty (20) days after the notice, during which period the School District shall have the right to cure the default.

b. Termination by School District. The School District may, at its option, terminate all or a portion of the Services not then performed under this Agreement at any time with or without cause by notifying the Consultant in writing. All work products given to, prepared or assembled by or for the benefit of the Consultant under this Agreement shall, at the option of the School District, thereupon become its property contingent upon full payment of all applicable fees to consultant.

c. Compensation. The School District shall be liable to the Consultant for the Consultant's just and equitable compensation for all Services satisfactorily completed prior to termination, but this compensation shall not exceed the percentage of total Services satisfactorily completed at the time of termination times the total compensation payable under this Agreement. In no event shall the School District be liable for any consequential or incidental damages, including but not limited to loss of profit on other projects or of reputation incurred by the Consultant as a result of such termination.

11. Miscellaneous

a. Assignment. The Consultant shall not assign or transfer any interest in this Agreement without the prior written consent of the School District.

b. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington. Venue for any litigation pursuant to this Agreement shall lie in the superior court for Cowlitz County.

c. Nondiscrimination. The Consultant shall not discriminate on the basis of race, color, ethnic origin,

gender, sexual orientation, religion, disability, national origin, or any other protected characteristic.

d. Material Created During Performance of Contract

- Drawings, specifications, graphs, reports, models, renderings, and other documents, including those in electronic form, prepared by the Consultant are Instruments of Service for use solely with respect to this project.
- The Consultant shall be deemed the author and owners of its respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Consultant.
- Upon execution of this Agreement, the Consultant grants to the School District a nonexclusive license to use, and reproduce in any medium, the Consultant's Instruments of Service solely and exclusively for purposes of promoting, advertising, constructing, using, maintaining, expanding, modernizing, altering or adding to the Project, provided that the School District substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Consultant shall obtain similar nonexclusive licenses from sub-consultants consistent with this Agreement. The license granted under this section permits the School District to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the School District's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Consultant rightfully terminates this Agreement for cause the license granted in this section shall terminate.
- In the event the School District uses the Instruments of Service without retaining the author of the Instruments of Service, the School District releases the Consultant from all claims and causes of action arising from such uses. The School District, to the extent permitted by law, further agrees to indemnify and hold harmless the Consultant from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the School District's use of the Instruments of Service under this Section. The terms of this Section shall not apply if the School District rightfully terminates this Agreement for cause.
- Except for the licenses granted in this Article, no other license or right shall be deemed granted or implied under this Agreement. The School District shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Consultant. Any unauthorized use of the Instruments of Service shall be at the School District's sole risk and without liability to the Consultant.

e. Accounting. Upon request, the Consultant shall provide the School District with an accounting of Services, which shall detail the Services performed, the amounts paid to any sub-consultants (supported by copies of all paid invoices) and such other information as the School District may reasonably request. Upon request, the Consultant shall provide the School District with access to the books and records related to the Services of Consultant and its sub-consultants for inspection, audit, and reproduction.

Consultant: McGranahan Architects

By: _____

Its: _____

Date: _____

Woodland School District

By: _____

Its: _____

Date: _____

January 9, 2012

Mr. Michael Green
Woodland School District No. 404
800 Third Street
Woodland, WA 98674

Re: Woodland High School – Fee Proposal for Pre-Bond Planning Services

Dear Michael,

We are pleased to submit for your consideration this fee proposal for pre-bond planning services for the new Woodland High School project. Based on our conversations with you and Doug Nichols we understand that the following activities will be required:

1 REVIEW EXISTING MATERIAL

McGranahan will review and familiarize themselves with all existing background information provided by the District, including:

- Soils Investigation Report;
- Wetlands Delineations and Study;
- Traffic engineer letter of opinion;
- Prior bond election(s) materials;
- Conceptual design prepared by Jim Christensen;
- Current space tables;
- Current cost estimates;
- Other information as needed to become familiar with the project.

2 CONFIRM/UPDATE CONCEPTUAL PROGRAM

The District has provided the design team with a conceptual program and area allocation tables for the new school. It is our understanding that the program was developed as part of the prior bond effort and may no longer accurately reflect the needs for the new school. One of our initial activities will be to review that program with the District and update it as necessary to reflect the projected long term needs for the project.

3 FACILITATE A DESIGN SYMPOSIUM

The District has asked that we facilitate a public design symposium to solicit community input for the bond package for the new high school. This activity is based on the following assumptions:

- The symposium will occur on a Saturday and will last approximately 5 hours.
- It will be attended by 40-60 members of the Woodland community.
- McGranahan will develop the agenda and content for the symposium and provide appropriate staff to facilitate the process.
- No other sub-consultants will be required to participate in the symposium.

- McGranahan, in coordination with Construction Services Group (CSG), will prepare all necessary presentation material for the symposium.
- The District will develop the attendee list and be responsible for invitations.
- McGranahan will record the results of the public discussions at the symposium.

4 DEVELOP A DESIGN CONCEPT

Based on a review of existing materials, the reconciled program, the information generated at the Design Symposium, and discussions with the District, McGranahan will develop a conceptual design for the new school. The conceptual design will include:

- A conceptual building program and associated building areas;
- A block diagram floor plan, showing general building organization. The floor plan will not include detailed information on rooms, doors, windows, equipment or furniture.
- A conceptual site plan that shows the general arrangement of the building and site elements on the new site.

5 DEVELOP COST MODEL

Working with our cost consultant, The Robinson Company, we will develop an Opinion of Probable Cost (OPC) for the conceptual design. The OPC will be limited in detail to major building systems and square foot cost units. Because the site development promises to have a significant impact on the overall cost of the project we anticipate having our civil engineer, HDJ, develop the conceptual scope for the on-site and off-site work, including an OPC for that portion of the work.

It is our understanding that CSG will be responsible for development of the overall project budget. We will provide input to CSG for non-direct construction costs (soft costs) but our OPC will be limited to direct construction costs.

6 REVIEW AND COMMENT ON THE PROJECT SCHEDULE

It is our understanding that the project schedule will be developed by CSG. McGranahan Architects will provide input to CSG relative to durations for design, permitting and construction activities. We will also review and comment on the schedule as it is developed by CSG.

7 PREPARE DISPLAY BOARDS

Once the conceptual design is approved by the District we will prepare display boards that show the proposed floor plan, site plan and one 3D representation of the project (format of the 3D image is still to be determined). These boards are intended to be used by the District at public informational meetings prior to the bond election in April. The graphics developed for the boards will be provided to the District in electronic format to allow them to be used on other informational pieces as may be appropriate to communicate the scope of the bond package to the community. Additional images of the concept can be created at the request of the District.

ASSUMPTIONS

In addition to those items listed above this proposal is based on the following assumptions:

- No design sub-consultants will be required to participate in this exercise beyond HDJ and Robinson Company.
- This proposal does not include participation in public presentations beyond the Design Symposium. It is anticipated that additional meetings and presentations will be required once the conceptual design is developed. Fees for those services can be negotiated at the time that they are required.
- This proposal does assume one presentation to the Woodland SD Board of Directors to make a recommendation of a bond package.
- This proposal assumes three meetings with the District for general planning and review of the development of the work. One meeting is assumed to occur in Tacoma at our offices, and two in Woodland.
- The objective of this planning exercise will be to develop a conceptual design only, which reflects the potential size and scope of the new project. The scope does not include any detailed design or engineering and the end product will not be suited for any purpose beyond conveying the concept.
- Sub-consultant services and reimbursable costs will be invoiced to the District at cost plus 10%. Reimbursables will include the cost of outside printing and production of display boards or other materials.
- It is anticipated that the services contemplated in this proposal will be complete in time to make a presentation, and bond recommendation, to the School Board at their regularly scheduled meeting on February 23rd. Additional meetings, presentations and other activities that are beyond the scope of this initial proposal are anticipated beyond that date.

Mr. Michael Green
January 9, 2012
Page 4

FEES

Our total proposed fee, including consultants, is as follows:

McGranahan:	\$ 33,715
HDJ (civil):	\$ 2,240
Robinson Co. (cost estimating):	\$ 3,600
10% markup on consultant costs:	\$ 584
<u>Reimbursable Allowance:</u>	<u>\$ 1,000</u>
Total:	\$ 41,139

We propose that we proceed with this work on an hourly basis, with the total amount noted above as a not-to-exceed maximum. I have attached a spreadsheet that breaks down the total fee by the hours we anticipate for the tasks that will be required.

Our current hourly rates are as follows:

McGranahan Architects:	
Principal:	\$180/hr
Senior Project Manager:	\$135/hr
Administrative:	\$ 75/hr
HDJ (civil):	\$ 140/hr
Robinson Co. (estimating):	\$ 150/hr

I hope that this proposal meets with your approval. Please do not hesitate to call if you have any questions whatsoever. We are ready to proceed immediately upon approval from the District. We look forward to working with the Woodland School District on this exciting project.

Sincerely,

McGranahan Architects



Christopher J. Lilley, AIA
Principal in Charge

WOODLAND HIGH SCHOOL
PRE-BOND PLANNING FEE BREAKDOWN

TASK	McGRANAHAN						CONSULTANTS		
	Chris \$180	Michael \$180	Darrin \$135	PA \$80	Admin \$75	mcgARC TOTALS	HDJ \$140	Robinson \$150	CONSUL. TOTALS
General project coordination and management	10					10			
Reconcile Program	20	8	20			48			
Prep for Design Symposium	8	12	8	4	4	36			
Design Symposium (incl. travel)	0	0	10	10		20			
Sythesize observations from symposium	2	8				10			
Develop "prefered option"	2		24			26			
Develop cost model	16					16	16	24	40
Develop project schedule	0					0			
Prep for Board Presentation	8		4			12			
Present Bond Info to School Board (incl. travel)	0					0			
Prepare Display Boards	2		16		4	22			
Owner Meeting 1 in Tacoma	3	3	3			9			
Owner Meeting 2 in Woodland (incl. travel)	6	0				6			
Owner Meeting 3 in Woodland (incl. travel)	6	0				6			
Total Hours:	83	31	85	14	8	221	16	24	40
Subtotal Cost:	\$14,940	\$5,580	\$11,475	\$1,120	\$600		\$2,240	\$3,600	\$5,840

10% mark up: \$584

Subtotal Consultants: \$6,424

mcgARC Total: \$33,715

Total Cost: \$40,139