

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

THIS AGREEMENT is entered into as of 5/9 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 Educational Specifications for the District's new high school ("Project").*

*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 \$52,500.00 ("Fee") as full and complete compensation for the Services, including reimbursable expenses.*

*F. The Services will be completed by **September 1, 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 to this Agreement as more fully described in "***Fee Proposal for Educational Services***" letter dated **May 3, 2012** 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	

**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:   
CHRISTOPHER J. LILLEY, AIA  
Its: CEO  
Date: 5/9/12

Woodland School District

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_



May 3, 2012

Mr. Michael Green  
Superintendent  
Woodland School District No. 404  
800 3<sup>rd</sup> Street  
Woodland, WA 98674

*Re: Fee Proposal for Woodland High School Educational Specifications*

Dear Michael,

I am pleased to submit to you this fee proposal for preparing the Educational Specifications for the new Woodland High School. Completing the Ed Specs is the first step in what will undoubtedly be a very exciting journey for the Woodland School District. We are equally excited at the prospect of being part of that journey.

The objective for the Ed Spec process is to create a program for the new school which will be used to direct the design process. That program will include:

- Documentation of the overall objectives that the District and the community have for the school (for example aesthetics, longevity, sustainability, community use, etc.);
- An inventory of spaces and facilities that will be included in the new building;
- A description of how each space will be used and what special equipment it will require;
- A diagram of the relationship of all the individual spaces to one another; and
- A list of site features that will be required – sports fields, parking, etc.

The District has expressed a desire to complete the Ed Specs in an expeditious manner. We have a lot of useful information that we gathered in the bond planning process. With that in hand we believe that the process can, in fact, be abbreviated. To accommodate that goal, we propose that the District form an advisory committee comprised of school staff, district administrators and representatives of the community. That committee will be tasked with providing input for the Ed Specs. We are optimistic that we can gather the necessary information from the committee in as few as six meetings. Those meetings will generally last 3 hours and will occur weekly, starting the week of April 30, 2012.

In addition to those six committee meetings we will have two days of meetings with representatives from specific departments in the school to gather more detailed information. Those meetings will occur at the school and be spread out throughout the school day to accommodate teacher's schedules. It is not anticipated we will meet with all the teachers



Mr. Michael Green  
April 24, 2012  
Page 2

individually as part of this exercise. However, we will include one general presentation to the overall staff about the project, and the process of programming and design.

I have included in this proposal one presentation to the School Board at the end of the process. One of the six Ed Spec meeting will also be an open community meeting to solicit input from the broader Woodland community.

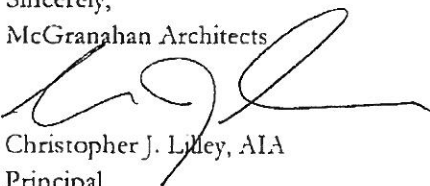
I will be the primary representative from our office for this effort. I will be assisted by Michael McGavock who is a principal in our firm and heads up our pre-design services. A number of other members of our staff who will provide production and administrative support.

I have attached a work plan which shows the hours we anticipate will be required for each task. Our total proposed fee for the Ed Specs is \$50,620, plus reimbursable expenses, such as reproductions, shipping, etc. Although our estimates of the time that will be required are based on previous experience and we are confident that they are fairly accurate, they are nonetheless estimates. Some activities will require less time and some more. For that reason, our recommendation would be to proceed on an hourly basis, with a not-to-exceed maximum amount of \$52,000, plus reimbursables. A reasonable allowance for reimbursable expenses for this type of exercise would \$500, which will primarily be for printing of copies of the final documents.

I hope this proposal meets with your approval. It is my understanding that the District will provide the form of agreement for these services, using the same format that we used for the pre-bond services. If you need any further information or would like to discuss any aspect of this proposal please do not hesitate to call. We look forward to continuing our work with the Woodland School District.

Sincerely,

McGranahan Architects



Christopher J. Lilley, AIA  
Principal

mcg-arc

	Chris \$180		Michael \$180		Darrin \$135		Dion \$95		Admin \$75	
	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
<b>Meeting 1: Orientation and Primary Program</b>										
Meeting Prep	8	\$1,440	0	\$0	0	\$0	0	\$0	0	\$0
Travel	2	\$360	0	\$0	0	\$0	0	\$0	0	\$0
Meeting	3	\$540	0	\$0	0	\$0	0	\$0	0	\$0
Meeting Documentation	2	\$360	0	\$0	0	\$0	0	\$0	2	\$150
<b>Meeting 2: Learning / Working Environment</b>										
Meeting Prep	8	\$1,440	12	\$2,160	0	\$0	0	\$0	0	\$0
Travel	2	\$360	2	\$360	0	\$0	0	\$0	0	\$0
Meeting	3	\$540	3	\$540	0	\$0	0	\$0	0	\$0
Meeting Documentation	2	\$360	2	\$360	0	\$0	0	\$0	2	\$150
<b>Meeting 3: Sustainable Design</b>										
Meeting Prep	16	\$2,880	0	\$0	0	\$0	0	\$0	0	\$0
Travel	2	\$360	0	\$0	0	\$0	0	\$0	0	\$0
Meeting	3	\$540	0	\$0	0	\$0	0	\$0	0	\$0
Meeting Documentation	2	\$360	0	\$0	0	\$0	0	\$0	2	\$150
<b>Meeting 4: Community / Safety / Quality</b>										
Meeting Prep	8	\$1,440	0	\$0	0	\$0	0	\$0	0	\$0
Travel	2	\$360	0	\$0	0	\$0	0	\$0	0	\$0
Meeting	3	\$540	0	\$0	0	\$0	0	\$0	0	\$0
Meeting Documentation	2	\$360	0	\$0	0	\$0	0	\$0	2	\$150
<b>Meeting 5: Look and Feel</b>										
Meeting Prep	8	\$1,440	0	\$0	0	\$0	0	\$0	0	\$0
Travel	2	\$360	0	\$0	0	\$0	0	\$0	0	\$0
Meeting	3	\$540	0	\$0	0	\$0	0	\$0	0	\$0
Meeting Documentation	2	\$360	0	\$0	0	\$0	0	\$0	2	\$150
<b>Meeting 6: Community Input</b>										
Meeting Prep	4	\$720	4	\$720	0	\$0	0	\$0	0	\$0
Travel	2	\$360	2	\$360	0	\$0	0	\$0	0	\$0
Meeting	3	\$540	3	\$540	0	\$0	0	\$0	0	\$0
Meeting Documentation	2	\$360	2	\$360	0	\$0	0	\$0	2	\$150
<b>Teacher Interviews</b>										
Prep	8	\$1,440	0	\$0	0	\$0	12	\$1,140	2	\$150
Travel	2	\$360	0	\$0	0	\$0	4	\$380	0	\$0
Meeting	20	\$3,600	0	\$0	0	\$0	20	\$1,900	0	\$0
Document Discussions	16	\$2,880	0	\$0	0	\$0	24	\$2,280	4	\$300
<b>Presentation 1: WHS Staff Presentation</b>										
Meeting Prep	2	\$360	0	\$0	0	\$0	0	\$0	0	\$0
Travel	4	\$720	0	\$0	0	\$0	0	\$0	0	\$0
Meeting	1	\$180	0	\$0	0	\$0	0	\$0	0	\$0
Meeting Documentation	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
<b>School Tours</b>										
Prep	2	\$360	0	\$0	0	\$0	0	\$0	0	\$0
Travel and Tour Portland Area	12	\$2,160	0	\$0	0	\$0	0	\$0	0	\$0
Travel and Tour Seattle Area	10	\$1,800	0	\$0	0	\$0	0	\$0	0	\$0
Document Observations	2	\$360	0	\$0	0	\$0	0	\$0	0	\$0
<b>Prepare Final Document for Owner Review</b>										
	8	\$1,440	6	\$1,080	0	\$0	16	\$1,520	16	\$1,200
<b>Incorporate District Comments / Complete Final</b>										
	2	\$360		\$0	0	\$0	4	\$380	2	\$150
<b>School Board Presentation</b>										
	5	\$900	0	\$0	0	\$0	0	\$0	0	\$0
Subtotals:										
	188	\$33,840	36	\$6,480	0	\$0	80	\$7,600	36	\$2,700

Total : \$50,620