

CONSULTANT SERVICES AGREEMENT

(Project Description) _____

Agreement No. _____

(Agency/Facility) _____

Date: _____

The Owner and the Consultant named below do hereby enter into an Agreement under the terms described in the following Articles:

- | | |
|--|---------------------------------|
| I. Authorization to Proceed | IV. Compensation |
| II. Compensation Summary | V. MWBE Utilization |
| III. Scope of Work and Schedule of Performance | VI. Conditions of the Agreement |

I. AUTHORIZATION TO PROCEED

Consultant:

Owner:

Phone _____
Fax _____
E-mail address: _____

Acting through the
Department of Enterprise Services
Facilities Division,
Engineering & Architectural Services

I certify by signing below that my professional licenses and Washington State business licenses are current.

By _____

By _____

Title _____

Title Assistant Program Manager

Date _____

Date _____

UBI No. _____

Fed. Tax Id. No. _____

MWBE Certification No. _____

A fully executed copy of this Agreement shall serve as the Consultant's official authorization to proceed with the work of this Agreement.

II. COMPENSATION SUMMARY

Basic Services Compensation	\$ 0.00
Additional Services Compensation	\$ <u>0.00</u>
Not to Exceed Agreement Total	\$ 0.00

Agreement No. _____

III. SCOPE OF WORK AND SCHEDULE OF PERFORMANCE

A. Scope of Services for Basic Services

—

Delete if not needed: Consultant Selection was completed under Project No. ____.

B. Schedule of Performance

—

C. Additional Services

Changes to the Services described above shall be considered Additional Services only when agreed to in advance by the Owner and the Consultant that such changes constitute a material addition or change to the previously authorized Services. Such additions and/or changes shall be authorized by the Owner in the form of an Amendment to this Agreement, setting forth the scope of work, schedule of performance, and compensation in accordance with Article VI, section H.

IV. COMPENSATION

A. Basic Services Compensation

Compensation for rendering Basic Services shall be \$_____ (or not exceed \$___), which shall include all expenses the Consultant may incur on behalf of the project.

B. Additional Services Compensation

If it is agreed that the Consultant's Additional Services compensation shall be made on a time and expense, not to exceed basis rather than a lump sum, the following rates shall apply:

Principals of the Firm - Maximum rate, U.S. dollars per hour:

- | | |
|---|--------------|
| (a) When performing duties as principal | (a) \$200.00 |
| (b) When working on project production | (b) \$150.00 |

Employees of the Firm - Multiplier:

- | | |
|--|--------------|
| (a) Multiplier times employees direct salary
(Multiplier shall compensate the A/E for overhead and profit. Direct salary does not include fringe benefits.) | (a) 3.2 |
| (b) Shall not exceed | (b) \$150.00 |

Subconsultants:

- (a) A/E handling fee for subconsultants (a) 10%

The maximum Principal and Employee rates used above for the Consultant shall also apply for subconsultants.

C. Reimbursable Expenses

1. Travel: Travel within a 50 mile radius is not reimbursable. Travel between a 50 and 350 mile radius may be negotiated as an additional service at not greater than the approved state rate (see OFM guidelines: <http://www.ofm.wa.gov/resources/travel.asp>). Any cost reimbursement for travel beyond the 350 mile radius requires written justification and prior approval from the Owner. Per Diem Rates shall be in accordance with OFM guidelines.
2. Miscellaneous, routine overhead expenses incurred in the normal process of performing basic services or authorized additional services such as telephone costs, mail, clerical supplies, computer, copying, fax, transportation, etc. are not reimbursable.

V. VOLUNTARY MWBE UTILIZATION

The following voluntary MWBE participation goals have been established for this project:

- | | |
|------------------------------------|------------------------------|
| Minority Business Enterprise (MBE) | ___ (10%, or 12% if DES job) |
| Women Business Enterprise (WBE) | ___ (6%, or 8% if DES job) |

Achievement of the goals is encouraged. The Consultant may contact Office of Minority and Women's Business Enterprises (OMWBE) to obtain information on certified firms for potential subconsultants.

The Consultant shall send written notification to the E&AS project manager within thirty (30) days following execution of this Agreement listing MWBE firms intended for use, the tax identification number (TIN) for each firm and the anticipated dollar value of participation.

VI. CONDITIONS OF THE AGREEMENT

A. Owner's Responsibilities

1. Upon request, the Owner shall promptly furnish to the Consultant such information and documents within its control and possession to the extent the Owner agrees is necessary for the performance of the services.
2. The Owner shall designate representatives authorized to act in the Owner's behalf. References in this Agreement to "Owner" shall include the Owner's designated representative. The representatives shall examine the documents submitted by the

Consultant, consult with the Consultant on problems as they may arise, coordinate the Owner's services with those of the Consultant, render decisions and advise the Consultant promptly in order to avoid any unreasonable delay in the progress of the Consultant's work.

B. Consultant's Basic Services

1. The Consultant shall perform the services as expeditiously as is consistent with the orderly progress of the work and to the degree of professional skill, care and judgment commensurate with that which is normally exercised by recognized professional firms performing similar services under similar circumstances to the Services required for this Project.
2. The Consultant shall perform the services in accordance with the schedule specified in Article III. B., Schedule of Performance. It shall be the Consultant's responsibility to promptly inform the Owner of any deviations from the schedule.
3. The Consultant shall, with the Owner's concurrence, designate any Subconsultants as may be necessary to fully accomplish the Services. Upon request, the Consultant shall furnish to the Owner a copy of the Consultant's contract(s) with its Subconsultants.
4. The Consultant shall cooperate with the Owner and shall coordinate its services with related work performed by the Owner and others.
5. The Consultant shall provide sufficient numbers of copies, as requested by the Owner, of draft and complete final project documents and reports called for in Article III. A., Scope of Services. Such documents and reports shall include, but not necessarily be limited to presentation materials, surveys, studies, drawings, maps, photographs, assessments, calculations, computer program files on electronic media and any other supportive data and materials as the Owner may reasonably require.
6. In the performance of this Agreement, the Consultant shall act as an independent contractor, maintaining full and complete control and responsibility for and over the Consultant's employees.

C. Payments to the Consultant

1. Payments shall be made monthly upon submittal to the Owner of the Consultant's invoice for services, in a form designated by the Owner.
2. If the Consultant and the Owner cannot agree to a sum for an additional service, the Owner reserves the right to employ other means to accomplish the work.
3. Payment for Additional Services is subject to the conditions of Article III, C.

D. Successors and Assigns

The Consultant shall not sublet, or transfer this Agreement or any right or interest in this Agreement without the prior written consent of the Owner. Any such assignment made without the Owner's consent shall be void at the Owner's option.

Assignment by Consultant. With the prior written consent of Owner, the Consultant may assign this Agreement including the proceeds hereof, provided that such assignment shall not relieve the Consultant of any of its duties and obligations hereunder, nor shall such assignment affect any remedies available to Owner that may arise from any breach of the sections of this Contract, or warranties made herein including but not limited to, rights of setoff.

E. Non-Discrimination

Except to the extent permitted by a bona fide occupational qualification, the Consultant agrees as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, marital status, sex, age or the presence of any sensory, mental, or physical handicap. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, national origin, marital status, sex, age or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training.
2. The Consultant shall in all solicitation for employees or job orders for employees placed with any employment agency, union, or other firm or agency, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, national origin, marital status, sex, age or the presence of any sensory, mental, or physical handicap. The words "equal opportunity employer" in advertisements shall constitute compliance with this Article.
3. The Consultant shall include the provisions of the foregoing paragraphs 1 and 2 in every sub-agreement or purchase order for the goods or services which are the subject matter of this Agreement.
4. In the event of non-compliance by the Consultant with any of the non-discrimination provisions of the Agreement, the Owner shall have the right, at its option, to cancel the Agreement, in whole or in part. If the Agreement is canceled after partial performance, the Owner shall be obligated to pay fair market value or the Agreement price, whichever is lower, for goods or services which have been received and accepted.

F. Termination of Agreement

1. Termination for Cause:

If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner the Consultant's obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the Owner may terminate this Agreement by giving written notice to the Consultant of such termination. The notice shall specify the effective date of termination and shall be given at least five (5) days before that date. Upon receipt of such notice, the Consultant shall perform no further services covered by this Agreement. Upon termination, for cause, all finished or unfinished documents, data, studies, surveys, drawings maps, models, photographs, and reports prepared by the Consultant shall, at the option of the Owner, become the Owner's property. The Consultant shall be entitled to receive just compensation for any satisfactory work completed on such documents and other materials. The Consultant shall remain liable to the Owner for any damages resulting from any breach of this Agreement by the Consultant; and the Owner may withhold reasonable amounts owed to the Consultant as setoff until the amount of damages due the Owner from the Consultant is determined.

2. Termination for Convenience of Owner:

The Owner may terminate this Agreement at any time by written notice to the Consultant. Upon termination, all finished or unfinished documents and other materials as described in paragraph 1, above, of this Article, shall, at the Owner's option, become the Owner's property. If the Agreement is terminated by the Owner under this paragraph, the Consultant shall be paid an amount which bears the same ratio of the total compensation as the services actually performed bear to the total services of the Consultant covered by this Agreement; provided, however, that if less than sixty percent (60%) of the total services covered by this Agreement have been performed upon the effective date of such termination, the Consultant shall also be reimbursed for that portion of the Consultant's actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) directly attributable to the uncompleted services covered by this Agreement.

3. Termination for Convenience of Consultant:

The Consultant may terminate this Agreement at any time by written notice to the Owner. Upon termination, all finished or unfinished documents and other materials as described in paragraph 1, above, of this Article, shall, at the Owner's option, become the Owner's property. If the Agreement is terminated by the Consultant, the Consultant's compensation shall be as negotiated between the Owner and the Consultant.

G. Governing Law

This contract shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this contract, venue shall be proper only in Thurston County. The Consultant by execution of this contract, acknowledges the jurisdiction of the courts of the state of Washington in this matter.

H. Other Conditions

This Agreement represents the entire Agreement of the parties, and supersedes any and all prior agreements, with respect to the Services. No amendment or modification of any provision of this Agreement shall be valid unless set forth in a written amendment to this Agreement signed by the Owner and the Consultant.

agree short