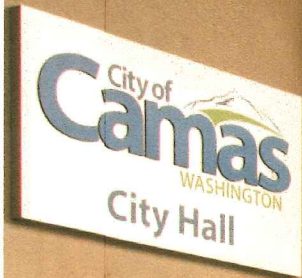


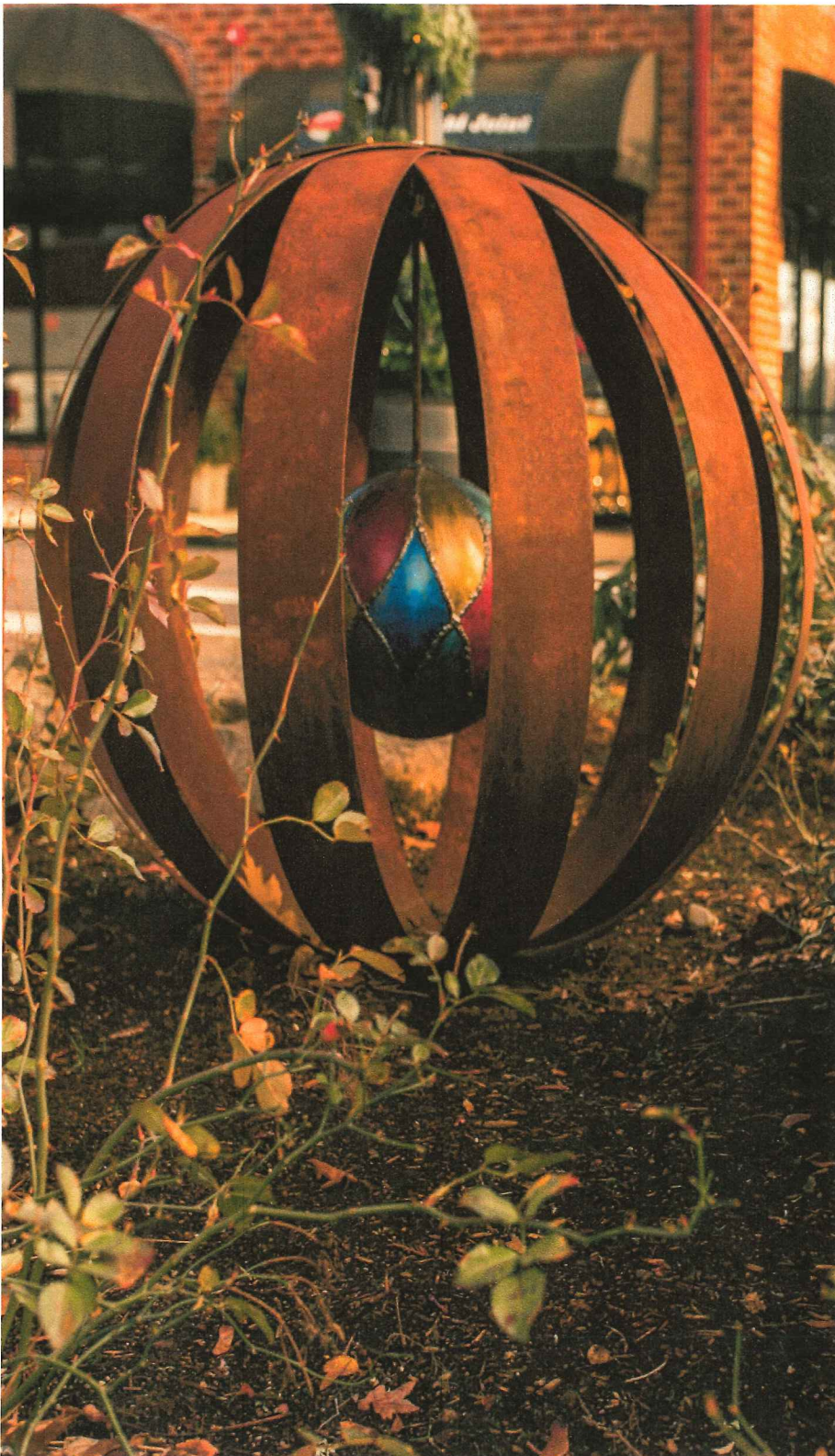


**LSW**  
ARCHITECTS

## Programming & Block Plans







610 Esther Street, Suite 200  
Vancouver, WA 98660  
360-694-8571  
lswarchitects.com

February 12, 2019

ATTN: Peter Capell, City Administrator  
City of Camas  
616 NE Fourth Avenue, Camas, Washington 98607

Re: LSW Fee Proposal for Camas City Hall Programming & Block Plans

Pete,

Thank you for the opportunity for LSW Architects to assist you in the initial phase of assessment and planning of your City Hall facilities. We appreciate the opportunity to be involved in the improvements which will help the City Hall staff function more effectively and ultimately benefit your community.

We share your dedication to improving your community and are pleased to present the attached agreement for the initial analysis and planning phase of the project.

Sincerely,

Brent Young, AIA  
Associate Principal  
byoung@lsw-architects.com



## PROJECT UNDERSTANDING

The areas to be included in the project are the existing City Hall at 616 NE 4th Ave, Camas, Washington 98607, and the building across the road to the west at 528 NE 4th Ave, Camas, Washington 98607. The proposed project will consist of programming and block plans for the City of Camas City Hall. Information regarding building configuration and dimensions will be provided to LSW by the City.

## SCOPE OF SERVICES

LSW will lead visioning sessions with City of Camas leadership and user groups for the redesign of their existing space and expansion into the adjacent new building.

## POTENTIAL ADDITIONAL SERVICES

- Detailed Cost estimating (through services of sub consultant)
- 3d digital or physical models
- Measuring and facility assessment of items not shown in Client provided drawings of existing building
- Scope changes due to deviations from defined Scope of Project
- Changing or editing previously prepared documents due to unforeseen conditions
- Services necessitated by decisions of the Client not rendered in a timely manner or any other failure of performance on the part of the Client or Client's consultants and contractors
- Permitting services, Bidding assistance services, and Construction administration services

## SUMMARY OF SERVICES NOT PROVIDED

- Hazardous material identification, testing, and/or abatement
- Permit/Agency Process fees
- Professional services that the Architect is not licensed to perform including structural, fire sprinkler, low voltage and acoustic engineering/design. Such services shall be provided by Owner's consultants or by Architect's consultants as an amendment to this Agreement

## DELIVERABLES

- Summary of data gathered during visioning sessions
- Spread sheet outlining all space requests by Group/Sub-divisions average square footage needed, approximate circulation space needs and total square footage needs
- Block plans indicating number of work stations and overall sq ft of department and agencies, furniture plans not part of this phase
- Up to 3 revisions and 2 review meetings





## SCHEDULE OF SERVICES

The following is a general overview of potential project schedule durations. Work performed beyond this schedule may invoke additional services:

Visioning Session	One Week
Programming	One to Two Weeks
Client Review	One Week
Revisions	One to Two Weeks
Total Project Duration	Four to Six Weeks

## COMPENSATION ARRANGEMENT

LSW shall provide Basic Services on a Lump Sum Fee basis. Additional services, if necessary to complete the project or agreed to by the Client and Architect, will be accrued in accordance with LSW's Hourly Billing Rates. Printing costs and other reimbursable expenses will be charged at cost plus ten (10) percent.

Basic Services Fee / Design Team:  
LSW Interior Studio \$26,700

## TERMS AND CONDITIONS

- 1. AGREEMENT.** The General Terms and Conditions are attached to and part of Letter, Proposal or Interim Agreement dated: February 12th, 2019 for City of Camas ("Client") regarding the City Hall Building Utilization Planning ("the Project"). Together, the Letter, Proposal or Agreement and the General Terms and Conditions collectively constitute the agreement by which LSW shall provide services to the Client for the Project and are collectively referred to herein as the "Agreement."
- 2. STANDARD OF CARE.** LSW shall perform the services required by this Agreement in a manner consistent with the degree of skill and care ordinarily exercised by Architects in the location of the Project that provide the same services, under similar circumstances (hereinafter, the "Professional Standard"). LSW makes no other warranty, certification or guarantee with respect to its services or work product.
- 3. PAYMENT.** LSW shall bill Client monthly for services provided. Payment is due on receipt of LSW's invoice and shall be made without retention, holdback, or offset. Invoices not paid within 30 days shall be subject to a late payment charge of one and one quarter percent (1.25%) per month. Payment to LSW shall not be contingent on Client's receipt of funds or payment from any third-party.
- 4. CLIENT INFORMATION.** Client acknowledges that LSW's services depend, in part, on project specific information that may change during the Project. LSW is entitled to rely on any information, plans, estimates, data, studies, reports, equipment and product descriptions and information, and other project information provided to it by Client. Client shall promptly notify LSW of changes to project information previously provided to LSW.
- 5. OWNERSHIP OF INSTRUMENTS OF SERVICE.** The work product prepared by LSW related to the Project are Instruments of Service for the execution of the Project and are solely for the exclusive use of the Client. LSW grants Client a non-exclusive license to use the Instruments of Service for the Project. LSW retains ownership and copyright rights on these documents. LSW's Instruments of Service may not be used on any other project without LSW's prior written Agreement.
- 6. ELECTRONIC DOCUMENT / BIM.** Instruments of Service to be provided or transmitted electronically shall be in a format that will not allow modification. Use of BIM, including Revit or other 3D-modeling software shall be for LSW's own design and coordination purposes. LSW's Revit Model, or other 3D models shall not be set-up, developed, or maintained by LSW for other purposes, and shall not be shared with Client, Contractor, or any third-party, unless otherwise agreed in writing. If requested by Client, LSW shall provide modifiable electronic copies of plans and specifications as exported AutoCAD files, but only subject to LSW's standard Electronic Document Release executed by client and the receiving party.
- 7. ADDITIONAL SERVICES.** "Additional Services" are services in addition to the services described in the Letter or Proposal for which LSW shall be compensated by Client. Additional Services shall include, without limitation, services necessitated by a material change to: 1) Information or reasonable assumptions upon which the Proposal is based, 2) Increased project scope beyond what is described in the proposal, project description, or program, or by the timing of project revisions that require LSW to re-design, or re-document, such revisions after previous approvals of the design. Unless otherwise agreed in writing, Additional Services shall be provided on a time and materials basis at LSW's standard hourly rates.

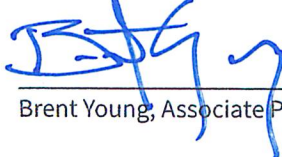
## TERMS AND CONDITIONS CONT.

8. **CONSTRUCTION.** LSW shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs used by any contractor, subcontractor or supplier, nor shall LSW be responsible for any contractor's, subcontractor's or supplier's failure to perform work in accordance with the requirements of the applicable construction documents. LSW shall not have control over or charge of, and shall not be responsible for, acts or omissions of any contractor, subcontractor, supplier, or of any other persons or entities performing portions of the Work.
9. **TERMINATION.** Either Client or LSW may terminate or suspend this Agreement should the other party substantially fail to perform as required under this Agreement, but only after giving the other party ten (10) calendar days' prior written notice and opportunity to cure the substantial nonperformance. Within thirty (30) calendar days of suspension or termination, Client shall pay LSW compensation earned to the date of suspension termination.
10. **DISPUTE RESOLUTION.**
  - a. **MEDIATION.** Any claim, dispute or matter in question shall be subject to mediation as a condition precedent to binding dispute resolution. If the parties do not agree on a mediator, then the matter shall be submitted to the Arbitration Service of Portland ("ASP") for administration. Mediations fees and expenses will be shared by the parties equally.
  - b. **ARBITRATION.** Any claims arising out of this Agreement that are not resolved in mediation shall be subject to binding arbitration. The parties shall pursue resolution through the Construction Industry Arbitration Rules of the American Arbitration Association.
11. **INSURANCE.** LSW, at its own expense, carries professional liability, workers' compensation and employer's liability coverage as required by applicable state law, and general liability insurance (including automobile liability). The amount of insurance available may vary from year to year. The professional liability insurance is written on a claims-made basis. All policies are available for inspection at Client's request. If Client desires insurance coverage in addition to that carried by LSW at the time this Memorandum of Engagement is issued, LSW will cooperate to obtain such additional insurance, if available, at Client's expense.
12. **INDEMNIFICATION.** Client agrees to require that LSW be named as an additional indemnitee in all provisions, clauses, contracts, or agreements related to the Project made between or among Client, contractors, subcontractors, suppliers and/or other third parties in which Client is named as an indemnitee. In addition, LSW and Client each agrees to indemnify the other against liability, damages, costs and expenses including reasonable attorney's fees and expert fees (collectively "Damages"), that are caused to the other due to the negligence of the indemnifying party, but only to the extent of the indemnifying party's negligence. Neither LSW nor Client shall be required to indemnify the other to the extent Damages arise from or are caused by the indemnified party's own negligence (whether sole, concurrent or contributory). Neither LSW, nor Client, shall have a duty to provide the other an up-front defense of any claim.
13. **LIMITATION OF LIABILITY.** Client agrees to require LSW be named as an additional insured for all insurance policies carried by contractors, subcontractors, and suppliers on which Client has been or will be named as an additional insured. Regardless of the presence or absence of insurance coverage, LSW shall not be liable for loss or damage caused by delays beyond LSW's control, or for loss of earnings, loss of use, or other incidental or consequential damages suffered by Client or others, however caused. LSW's liability for claims arising from this Agreement shall be limited as follows: (a) for insured liabilities arising out of LSW's negligence, to the amount of insurance then available to fund any settlement, award or verdict; (b) for uninsured liabilities, to 50 percent (50%) of the architectural fee earned by LSW under this Agreement. Client expressly agrees to this limitation of liability.
14. **NO THIRD-PARTY BENEFICIARY.** This Agreement does not give any rights or benefits to anyone other than Client or LSW.
15. **ENTIRE AGREEMENT.** The Agreement states all terms of the parties' Agreement respecting its subject matter and supersedes and replaces in their entirety all prior and contemporaneous written or unwritten representations, negotiations, commitments and agreements. This Agreement may not be modified or amended except by mutual written Agreement of LSW and Client.
16. **NO ASSIGNMENT.** Neither party may assign their rights or obligations under this Agreement, except that LSW may utilize contractors or sub-consultants to provide services, as provided in this Agreement.
17. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by Washington law. Venue for and claim arising from this Agreement shall be Clark County, Washington.
18. **SEVERABILITY.** In the event any provision of this Agreement is determined to be unlawful, then remainder shall be enforceable.

## AGREEMENT SIGNATURES

If this proposal meets with your approval, please sign below and return to our office.

Offered by  
LSW Architects, PC

 2/13/19  
\_\_\_\_\_  
Brent Young, Associate Principal (Date)

Accepted by  
City of Camas

 2/13/19  
\_\_\_\_\_  
Peter Capell, City Administrator (Date)