CLARK COUNTY STAFF REPORT

DEPARTMENT: General Services-Facilities and Sheriff

DATE: February 17, 2017

REQUESTED ACTION: To approve the Professional Services Contract with DLC Architecture

LLC for the Reception Area improvements project.

Consent	Hearing	X County Manager	

BACKGROUND

DLC Architecture LLC has been chosen through the MRSC consultant roster to provide professional services for the Facilities and Sheriff Department for the reception area improvement project, beginning in February 2017. This project was approved in the 2017-18 budget process by the BOCC. The cost of the professional services for project will not exceed \$21,495.00.

COUNCIL POLICY IMPLICATIONS

None

ADMINISTRATIVE POLICY IMPLICATIONS

None

COMMUNITY OUTREACH

None

BUDGET IMPLICATIONS

YES	NO	
X		Action falls within existing budget capacity.
	A AME	Action falls within existing budget capacity but requires a change of purpose within
		existing appropriation
		Additional budget capacity is necessary and will be requested at the next supplemental.
		If YES, please complete the budget impact statement. If YES, this action will be
		referred to the county council with a recommendation from the county manager.

BUDGET DETAILS

Local Fund Dollar Amount	\$21,495.00
Grant Fund Dollar Amount	
Account	Fund 5193 - Facilities Projects
Company Name	DLC Architecture

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DISTRIBUTION:

Board staff will post all staff reports to The Grid. http://www.clark.wa.gov/thegrid/

Director of General Services

Michelle Schuster Administrative Services Manager II
APPROVED:CLARK COUNTY, WASHINGTON BOARD OF COUNTY COUNCILORS
DATE:
CP#

APPROVED: Mult Mellinler Mark McCauley, County Manager

DATE: 3/8/17

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BUDGET IMPACT ATTACHMENT

Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

This project is being funded by REET funds approved by the BOCC in the 2017-18 budgetary process.

Part II: Estimated Revenues

	Current Biennium		Next Biennium		Second Biennium	
Fund #/Title	GF	Total	GF	Total	GF	Total
Total			## * <u>-</u>			

II. A – Describe the type of revenue (grant, fees, etc.)

Part III: Estimated Expenditures

III. A - Expenditures summed up

		Current Biennium		Next Biennium		Second Biennium	
Fund #/Title	FTE's	GF	Total	GF	Total	GF	Total
5193/Facilities Projects			21,495				
							<u> </u>

Total		10000001	21,495			2000	

III. B – Expenditure by object category

	Current Biennium		Next Biennium		Second Biennium	
Fund #/Title	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual		21,495				
Supplies	* *************************************					
Travel	200224-010					
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service	2000		100.00 PROTES		2000	
Total	7.774.0	21,495				

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Professional Services Contract

Contract Purchase No.____

THIS CONTRACT is entered into this	day of	2017, by and
between CLARK COUNTY, after this called "Cour	nty," a political sub	division of the State of
Washington, and DLC Architecture LLC., after this	s called "Contracto	or."

WITNESSETH

WHEREAS, the Contractor has been chosen from the MRSC vendor roster by the County and has the expertise to provide professional services for Clark County and to perform those services more particularly set out in the proposal attached hereto as Exhibit A.

WHEREAS, Clark County does not have available staff to provide such services for the benefit of the services of Clark County, NOW, THEREFORE,

THE COUNTY AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

- 1. <u>Services</u>. The Contractor shall perform services as set forth in Exhibit A, which is attached hereto.
- 2. <u>Duration</u>. The Contract shall be effective beginning February 27, 2017 and ending December 31, 2017.
- 3. <u>Compensation</u>. County shall pay the Contractor for performing said services upon receipt of a written invoice according to the schedule set forth in Exhibit A. The parties mutually agree that in no event shall the amount billed by the Contractor exceed \$21,495.00 without prior written approval of the County.
 - 4. Termination. The County may terminate this Contract immediately upon any

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breach by Contractor in the duties of Contractor as set forth in Contract. The waiver by the County of one or more breaches shall not be construed as a waiver of any subsequent breach or breaches. Further, County may terminate this Contract upon immediate notice to Contractor in the event that the funding for the project ceases or is reduced in amount. The Contractor will be reimbursed for services expended up to the date of termination.

- Independent Contractor. The Contractor shall always be an independent
 Contractor and not an employee of the County, and shall not be entitled to compensation
 or benefits of any kind except as specifically provided herein.
- 6. Indemnification / Hold Harmless. The Consultant shall defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Contract, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the County, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

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- 7. Wage and hour compliance. Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save County free, clear and harmless from all actions, claims, demands and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith.
- 8. Social Security and Other Taxes. The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, federal or state legislation that is now or may during the term of this Contract be enacted as to all persons employed by the Contractor in performance of the work pursuant to this Contract and shall assume exclusive liability therefore, and meet all requirement's thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.
- 9. <u>Contract Documents:</u> Contract documents consist of this Contract and Exhibit A, a scope of work. If there is a conflict between the provisions of these documents, the provisions of this Contract shall control.
- 10. Equal Employment Opportunity: The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, age, disability, marital status or national origin.
- 11. <u>Changes:</u> County may, from time to time, require changes in the scope of the services to be performed hereunder. Any and all revisions to this Contract, including without limitation, any changes in scope, and any increase or decrease in the amount of the Contractor's compensation, shall be in the form of written amendments to the

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Contract, and shall be mutually agreed upon and signed by both County and the Contractor.

12. Public records act: Notwithstanding the provisions of this Contract to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, as may hereafter be amended, Contractor agrees to maintain all records constituting public records and to produce or assist Clark County in producing such records, within the time frames and parameters set forth in state law. Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two business days, notify Clark County by providing a copy of the request to:

Clark County - General Services

C/O Public Records

PO Box 5000

Vancouver, WA 98660

- 13. <u>Governing Law; Venue</u>. This Contract shall be governed by the laws of the State of Washington. Venue for any litigation shall be in Superior Court for the State of Washington in Clark County, Washington.
- 14. <u>Confidentiality</u>. Subject to the provisions of section 12, above, with respect to all information relating to County that is confidential and clearly so designated, the Contractor agrees to keep such information confidential.
- 15. <u>Conflict of Interest</u>. The Contractor covenants that it has had no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or

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degree with the performance of services hereunder. The Contractor further covenants that no person having such interest shall be employed by it, or shall perform services as an independent contractor with it, in the performance of this Contract.

- 16. <u>Consent and Understanding</u>. This Contract contains a complete and integrated understanding of the contract between the parties and supersedes any understandings, contract, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.
- 17. <u>Severability</u>. If any provision of this Contract is held invalid, it shall be severed from the remainder, which shall continue in full force and effect as conforming to the terms and requirements of applicable law.
- 18. <u>Insurance.</u> The Contractor shall maintain Professional Liability Insurance in the amount of Two Million Dollars and Commercial Liability Insurance in the amount of Half a Million Dollars. All parties to this Contract hereby agree that the Contractor's coverage will be primary in the event of any loss. As evidence of the insurance coverage required by this Contract, the Contractor shall furnish a Certificate of Insurance to the County. This Contract shall not be effective until the required certificates have been received and approved by the County. The Contractor shall send a renewal certificate to the county 10 days prior to any expiration of coverages during the Contract period.

IN WITNESS THEREOF, County and the Contractor have executed this Contract on the date first above written.

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CLARK COUNTY Mark McCauley, County Manager	By
APPROVED AS TO FORM ONLY ANTHONY F. GOLIK Clark County Prosecuting Attorney Chris Horne Sr. Deputy Prosecuting Attorney	
Vendor/Contractor:	
Have you or any of your employees who will be Washington State Retirement System using the	
Yes No	
If yes, please provide the name and social sec County Purchasing.	curity number for each retiree to Clark

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11815 NE 113th Street, Suite 104 Vancouver, WA 98662 360.601.9858

January 26, 2017

Mr. Jim Hanson, Risk Manager Clark County Sheriff's Office P.O. Box 410 Vancouver, WA 98660 **EXHIBIT 'A'**

RE: Scope of Work Proposal- Clark County Sheriff's Office- Reception Area Tenant Improvements
Thank you for the opportunity to provide this proposal. We are flexible to meet your exact needs and provide
whatever level of service you require. This proposal summarizes and documents our scope of services and
understanding to provide limited professional services for limited interior improvements as described below.

Project Scope Summary:

This Proposal summarizes and documents our scope of services and understanding to provide limited architectural design and permitting services for interior tenant improvements "TI" to revise the existing public reception and adjacent lobby area on the main level of the Justice Center Building located at 707 W. 13th Street. (See attached conceptual sketches of project area.)

We understand the project generally consists of removing the existing public reception area counters (4 stations), modular system landscape partitions, lobby waiting area chairs and other furniture in order reconfigure this area to provide a new reception area that will include new low wall assemblies with access controlled hollow metal doors and new reception window/ counter assemblies that would be provided with level 3 ballistic resistant glazing and pass-thru trays. It is also requested that there will be provided a "vestibule" area that will move the finger printing and camera equipment into a space separate from the existing lobby. The lobby seating will be reconfigured in the existing space. No change of use is anticipated at the project areas, only a reconfiguration of the existing interior spaces.

It is understood that our services will include schematic design services and the preparation of tenant improvement bid/permit "TI" drawings to be submitted to the City of Vancouver Building Department for their Building Permit Plan Review and to be used to obtain Contractor quotes from the County's Small Works Roster. The "TI" drawings will be developed in part from the original building construction drawings and electronic AutoCad files provided for our use and our limited field verification of existing floor plan project areas. We will prepare technical specifications and understand the County will provide all Division 0 and frontend contract documents. Our services will also include preparing a direct-construction cost estimate based on the schematic design drawings and coordinating with the County's separate furniture designer/provider.

Scope of Work/ Fee with Standard Terms and Conditions of Contract/ Schedule of Hourly Rates:

- 1- Our proposed Scope of Work and Fees are outlined and summarized on the following pages.
- 2- Our Standard Terms and Schedule of Hourly Rates.

It is understood that the County's Standard Professional Services Contract Form or Purchase Order will be used for this agreement with our Scope of Work Summary and attached to the Contract Form as an Exhibit. Please call me with any questions or if you need additional information. We are excited at the opportunity to provide services for this project and look forward to working with you and your team.

David Commerce, AIA

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Basic Professional Services Summary:

The basic terms of agreement and professional services scope of work/fees are summarized below for the specific architectural, electrical engineering and cost estimating services. The basis of our design services is generally understood to be as summarized below and outlined in following breakdown:

- 1. Attend site visit meetings with you and selected staff.
- 2. Field measure existing interior improvements of the project areas and generally document the existing building conditions to prepare background existing conditions floor plan and existing conditions reflected ceiling plans.
- 3. Research building code requirements and provide recommendations for proposed layout/ design. Prepare fire-life safety code data summary information on permit review drawings.
- 4. Prepare schematic design level tenant improvement architectural drawings to indicate proposed layout and improvements for review and for use to prepare preliminary direct-construction cost estimate.
- 5. Prepare tenant improvement ("TI") permit/bid submittal drawings for plan review submittal to City Building Department.
- 6. Coordinate with Electrical Engineer, Cost Estimator and County's separate furniture designers
- 7. Prepare tenant improvement City of Vancouver building permit applications, assemble submittal documents and submit to City for plan review.
- 8. Answer City plan review questions, provide updated/ revised drawings/memos and provide you update summaries.
- 9. Coordinate with County's Small Works Roster to obtain pricing/bids from prospective General Contractors.

Design Clarifications:

DLC Architecture, LLC assumes no responsibility or liability for separate Consultants, Contractors and/or Bidder Design services performed by others that are not specifically contracted directly with DLC Architecture, LLC.

Project Schedule Summary:

We will work with you to develop a milestone project schedule and begin work upon approval of our agreement and proceed diligently to complete our services.

Project Assumptions:

- 1. No other professional services are provided in this proposal, such as comprehensive architectural, engineering, interior design, furniture selections/layout drawings, equipment layouts or cost estimating services, unless specifically indicated in this scope of work.
- 2. No pre-app conference, site plan review or other land use review or SEPA checklist submittal are provided.
- 3. No Structural, civil, mechanical or plumbing engineering design, landscape architecture services, tree plan, photometric lighting or environmental consulting are provided.
- 4. No surveying, geotechnical investigation/testing services or archeological services are provided.
- 5. No traffic engineering studies/reports, or any off-site design (engineering) services are provided.
- 6. No preparation of As-built drawings are provided.
- 7. Any field changes to the City issued building permit drawings that require additional review, design/documentation and or additional documents required from Consultants will be performed as Additional Services to this scope of work, as summarized below.

DLC Architecture, LLC- Scope of Work Proposal - January 25, 2017				
The following summarizes the anticipated work assignments for the identified Project Scientific Project Manager (PM), Senior Designer (SD) and Drafter (DR Professional Services- Justice Center lower level Counter Area TI Project Information Gathering/ On-site Review and Schematic Design Phase			\$90 SD	\$70 DR
Owner review meeting to review project requirements/ Review existing documents	2	2	30	2
Site visit to field verify/measure areas of work	2	2		2
Prepare project area background floor plan and reflected ceiling plan	2	2		6
Preliminary building code research/ provide summary for permit set		1		O
		I.		
Prepare Schematic Design drawings:		2		4
 Existing Conditions/ Demo Floor Plan w/ general scope notes Proposed Floor Plan Layout w/ general scope notes 		2 2		10
Interior Elevation of new reception windows (looking from lobby side)		2		
Distribute design for review/ discussions with County staff		2		6
Update conceptual drawings and distribute to Owner		2		2
	2	2		2
Quality Control Review and Drawing Coordination	6	13	0	34
Subtotal of Hours	\$840	\$1,430		\$2,380
	Ф 040	φ1,43U	φυ	Φ2,300
Prepare Direct Construction Cost Estimate	PIC	PM	SD	DR
Distribute Schematic Drawings to Cost Estimator				1
Coordinate with Cost Estimator	1			1
Prepare direct construction cost estimate summary and distribute	_1			
Subtotal of Hours	2	0	0	2
	\$280	\$0	\$0	\$140
Construction/Permit Document Phase	PIC	PM	SD	DR
Develop permit drawings. (Assume 5 sheets):				(14)
 Title Sheet with General Project Notes, Code Data Summary and Vicinity Map 		2		4
Overall Existing Reference Floor Plans (lower level and main level)		2		4
3. Existing/ Project Area Demo Floor Plan- Proposed Floor Plan- with Keynotes		4	6	14
4. Existing/ Project Area Demo Reflected Ceiling Plan & Proposed Ceiling Plan		2	4	14
(including Legends, General Notes, Room Finish and Door Schedule)				
5. Interior Elevations, Wall Sections and Details		4	4	16
Technical specifications (contract and bidding requirements by County)	12			
100% submittal/ Owner Review of Documents/ Update Drawings and Distribute		2		2
Subtotal of Hours	12	16	14	54
	\$1,680	\$1,760	\$1,260	\$3,780
Permit Reviews, Bidding and Negotiation Phase	PIC	PM	SD	DR
Prepare City permit application and submit for review		2		2
Attend pre-bid meeting and prepare meeting summary notes	3			
Answer Contractor questions during bidding and Update Owner	2			2
Prepare addenda during bidding process to clarify questions (assume 1)	1	2		2
Attend Bid Opening	2	_		_
Subtotal of Hours	8	4		6
	\$1,120	\$440	\$0	\$420
Construction Administration Phase (Not Included)	PIC	PM	SD	DR
Prepare and attend pre-construction conference		0		
Review shop drawings and submittals		0		
Attend site observation visits/ meetings and prepare summaries		0		
Answer contractor questions (RFI's) and provide responses		0		
Prepare Proposal Requests for Owner requested changes		0		
Review Contractor cost proposals/ Prepare Change Order		0		
Review Contractor Applications for Payment		0		
Attend Substantial Completion review and prepare punch-list notes		0		
Subtotal of Hours - Not Included, but could be added as Additional Services, if requeste		0		
SUBTOTAL	\$3,920	\$3,630	\$1,260	\$6,720

Professional Services Fees:

Professional services will be performed on a lump sum (fixed fee) basis, plus reimbursable expenses at our standard hourly rates, and the standard hourly rates of retained consultants. Professional services, plus reimbursable expenses, will be invoiced as outlined in Standard Terms and Conditions. Based on the information provided at this time, we estimate the maximum services for the proposed scope of work as follows:

DLC Architecture, LLC	\$ 15,530.00
MKE & Associates, Inc.	\$ 4,100.00
ACC Cost Consultants, LLC	\$ 1,515.00
Estimated Reimbursable Expenses*	\$ 350.00
Subtotal Lump Sum Fee and Estimated Expenses	\$ 21,495.00

^{*} Reimbursable expenses include actual expenses in the interest of the project, including mileage, photocopies, plotting and reprographics services, postage, additional consultants, and other related costs, plus a 10% administrative charge. Estimated expenses include printing of 5 sets of hardcopy drawings for TI building permit submittal to the City of Vancouver. No other printing is provided in this proposal of drawings for other Jurisdictional permit submittals, for separate consultants or for contractors, subcontractors or any Jurisdictional fees and charges.

Electrical Services by MKE & Associates, Inc. Scope of Work Summary:

Scope of work includes Electrical Engineering design services and preparation of bid/ permit submittal drawings for project area lighting, power, data, fire alarm system modifications, and rough in for other low voltage equipment such as cameras.

ACC Cost Consultants, LLC Scope of Work Summary:

Assumes proposed direct construction cost is estimated at \$200,000 budget.

ACC will provide detailed quantity take-offs and cost estimating for architectural, electrical, and structural portions of the work. ACC will incorporate detailed estimates for any special equipment items (kitchen/ food service equipment, training equipment, theatrical / stage equipment, aquatic pools/equipment, etc.) into the overall estimate format as they become available from the design engineers and consultants. Estimates will be limited to no more than (0) alternates, alternates will be additional services.

We will provide one estimate, based on one design scheme, for each phase of the work as outlined above. Base fee will cover one round of reconciliation and minor estimate update (this is limited to quantity adjustments, scope clarifications, product assumption clarification and does not include re-estimating for design changes or modification from the initial "base line" document) for each phase. Additional estimates at each phase for additional updates, alternate solutions, major scope changes due to budget overruns, changes due to design and system changes, program changes separating the estimate into smaller component parts will be billed as additional services.

Additional Services:

Any requested services to provide additional details, specifications, consulting services or revisions after drawings are approved by the Owner or after submitted for jurisdictional review to the City, as well as services during the bidding and construction phases will be billed as Additional Services.

Any requested additional services will not be performed without your written authorization. If any requested Additional Consulting Services are requested they will be billed at DLC Architecture, LLC's Standard 2017 hourly rates for services, per the attached Schedule of Standard Hourly Rates, plus any consultant services and reimbursable expenses*. Any additional requested consultants' services will be billed at cost, plus a 10% administrative charge. Payment is due 30 days of billing receipt per terms outlined above.

DLC Architecture, LLC (Consultant) Standard Terms and Conditions of Contract

1. Standard of Care

Professional Services will be performed with the standard of care in a manner that is consistent with the degree of care and skill ordinarily exercised by design professionals currently practicing under similar circumstances at the same time and in the same or similar locality. Services will be performed as expeditiously as is consistent with such professional skill and care and the orderly progress of the project. Given the limited nature and scope of services the total limit of liability for this agreement will be limited to the amount of fees paid and received.

2. Compensation

For services performed or furnished under this Agreement, Client agrees to pay Consultant the time and materials compensation stated in the Proposal/ Scope of Work or on an hourly basis, plus reimbursable expenses, as per the attached Schedule of Hourly Rates. Consultant agrees to submit invoices monthly for services rendered. Client agrees to pay invoices for services and expenses within 15 days of receipt of invoice. Invoices not paid within 15 days after receipt, may be subject to 1.5% service charge per month (18% annual rate). Consultant may elect to stop work at its sole discretion for nonpayment of services.

3. Termination

Client or Consultant may terminate this Agreement with seven days prior notice to other party for convenience or cause. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges, including interest accrued.

4. Force Majeure

Neither party shall be deemed in default of this agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

5. Dispute Resolution

Client and Consultant agree that they shall first submit any and all unsettled claims, counter claims, disputes, and other matters in question between them arising out of or related to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

6. Indemnification

Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in the proportion to its negligence.

7. Ownership of Documents

Except as required by law, all documents prepared or furnished by Consultant pursuant to the Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless

from all claims, damages and expenses, including attorney's fees, arising out of such reuse by Client or by others acting through Client.

8. Use of Electronic Media

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to the long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this Agreement.

9. Construction Phase Services

If this agreement provides for any construction phase services by Consultant, it is understood that the Contractor, not the Consultant, is responsible for the construction of the project, and that Consultant is not responsible for the acts or omissions of the Contractor, subcontractor or material supplier; for safety precautions, programs of enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

10. Opinions of Cost

When included in the Consultant's scope of services, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since the Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposal, bids or actual construction costs will not vary from Consultant's opinions or estimates of probable construction cost.

11. Assignment of Agreement

Neither party may assign, sublet or transfer any rights under, or interest in, this Agreement without the written consent of the other. Unless specifically stated to the contrary in any written consent to assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

DLC Architecture, LLC - 2017 Schedule of Standard Hourly Rates**:

Principal: \$140.00
Project Manager: \$110.00
Senior Designer/ Drafter: \$90.00
Drafter/Intern: \$70.00

^{**}Rates are subject to change one year after agreement date.



