



**“OWNER-ARCHITECT AGREEMENT BETWEEN  
THE PORT OF KINGSTON and WENZLAU ARCHITECTS, P.S.  
for full ARCHITECTURAL SERVICES”**

**PORT OF KINGSTON RESTROOM FACILITY – Kingston, WA**

March 15, 2023

Dear Greg,

This letter defines my understanding of the project and will serve as our agreement for architectural services. We look forward to working on the project located at 25876 Washington Blvd NE, Kingston WA 98346.

**PROJECT DESCRIPTION:**

The Project includes preparing Schematic Design through Construction Documents and providing Construction Contract Administration Phase services for the following building: construction of restroom facility. No building program has been provided. Construction budget is estimated at \$200,000.00.

**COMPENSATION:**

Architectural services for Schematic Design Phase through Construction Contract Administration Phase shall be performed on a Time & Materials basis. The Scope of Work is based on an assumed Construction Budget of \$200,000.00.

Consultant services are not included in this Agreement. Consultants shall be contracted directly by the Owner.

**BASIC SERVICES SCHEDULE (Estimated Fees)**

SCHEMATIC DESIGN-CONSTRUCTION DOCUMENTS	\$22,400.00
CONSTRUCTION CONTRACT ADMINISTRATION (HRLY)	\$5,600.00

**TOTAL EST. COMPENSATION FOR ARCHITECTURAL BASIC SERVICES: \$28,000.00**

**ADDITIONAL SERVICES**

PLANNING & PERMIT COORDINATION	HOURLY
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**HOURLY RATES SCHEDULE:** Compensation for architectural services is based on the following rates, effective till December 31, 2023.

Principal	\$200.00/hour
Project Manager/Sr. Project Architect	\$140.00/hour
Project Architect	\$125.00/hour
Staff Designer	\$110.00/hour
Office Manager (admin. services, including invoicing, filing, contracts)	\$70.00/hour

**SCOPE OF WORK:** The following services, where listed in Basic Services Schedule, shall be provided as described below.

SCHEMATIC DESIGN: Schematic Design is based on a limited budget of (16) hours to complete the conceptual design process. The Schematic Design Phase generally consists of (2) Owner-Architect meetings to develop (1-2) freehand design iterations; work beyond this scope will be performed on an Hourly Basis as Additional Services.

**CONSTRUCTION DOCUMENTS:** The Architect shall prepare Construction Documents to contain coordinated information required for Building Permit application, and for the Contractor to coordinate and construct the Project.

**DRAWINGS:** shall include, Plot Plan, General Notes, Floor Plan, Building Elevations, Building Sections, limited interior elevations, Building Lighting & Switching Layout Plans, and limited exterior details.

**INTERIOR DESIGN:** shall include recommendations of general interior finishes.

**OUTLINE SPECIFICATIONS:** Outline specs shall be provided as an additional service.

**BIDDING & NEGOTIATION:** Bidding and Negotiation Phase services shall be provided on an hourly basis. The Architect may assist the Owner in preparation of Bid Forms, review of bids and Owner-Contractor Agreement. The Architect shall answer bid questions and issue clarifications as required. Should the bid for construction exceed the Owner's Construction Budget, the Architect can, as an Additional Service, make recommendations for cost reductions and make agreed upon revisions to the construction documents.

**CONSTRUCTION CONTRACT ADMINISTRATION PHASE:** The Architect shall visit the site at intervals appropriate to the stage of construction, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site observations or any inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents, and (2) defects and deficiencies observed in the Work.

The Architect shall review submittals from the General Contractor and provide clarifications to the Contract Documents where necessary as part of Construction Phase Services. Coordination of design changes and Bidder-Design Build systems/solutions are Additional Services. Travel time to the site and mileage are reimbursable expenses. The Owner's responsibilities include processing Certificates of Payment and approval of change orders.

The Architect has included in Basic Services **(4)** site visits combined with construction meetings over the duration of the Project during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

The Architect has included/anticipates in Construction Contract Administration a minimum of **(8)** hours per month based on an estimated **(4)** month construction schedule. The Architect shall provide Construction Phase Services in excess of that amount as an Additional Service.

**CONSULTANT SERVICES:** The Owner's Consultants shall prepare and complete documents suitable for Building Permit Application approvals, Bidding, and Construction of the project. The Architect shall rely on the accuracy of Owner-furnished information and information furnished by the Owner's consultants.

The Owner shall retain the following consultants for this project: Surveyor, Civil Engineer, Structural Engineer, and Geotechnical consultants. The Architect shall coordinate with the structural and civil consultants as a part of Basic Services. The Architect shall coordinate with all other consultants as an Additional Service.

If Mechanical, Electrical, or Plumbing consultants are not listed above, the Architect will coordinate those services as Bidder Design submittals (see Additional Services below).

**ADDITIONAL SERVICES:** Additional Services are services not identified in the Basic Services Schedule or Scope. For Additional Services, the Owner shall compensate the Architect hourly based on the Hourly Rates Schedule.

Additional Services that may arise during the course of the Project may include, but are not limited to, the following:

**BUILDING PERMIT APPLICATION:** Building Permit coordination assumes completion of Construction Documents PRIOR to initiating Building Permit application. Services include preparing applicable Building Permit application forms, worksheets, and coordinating with local jurisdiction including attending applicable meetings for Building Permit application and approval. Building Permit Application will be provided on an hourly basis. This service includes:

- Building Permit Application forms and submittal, Washington State Energy Code Building Envelope (Prescriptive Method), Washington State Energy Code Mechanical Summary, water-sewer availability, sewer connection, Health Department and Utility District coordination.
- Correspondence and coordination with local jurisdictions having authority on the project, which exceeds the standard permit review process, including code interpretations.
- Printing coordination and distribution, completing required Building Permit application forms, and submittal of Building Permit application documents to the relevant local jurisdiction.

- Washington State Energy Code Building compliance forms and calculations. Building envelope shall be limited to Prescriptive Method only (assumes Buildings under 5000sf with Energy Options of 1a, 2a & 5a for residential). Other forms may be required pending project requirements and complexity.
- Responding to Permit Application comments from relevant jurisdictions. Response to local jurisdiction's **initial comments** is provided as part of the Architect's Basic Services; subsequent responses, if required, will be Additional Services.

**PLANNING COORDINATION:** Services to prepare Planning applications and related coordination will be provided as an Additional Service.

**BIDDER-DESIGN-BUILD SERVICES COORDINATION:** Bidder-Design-Build systems are designed and installed by subcontractors or vendors for the project. These services typically are contracted directly by the Owner or General Contractor. The Architect and its Consultants, if any, assumes no responsibility for the Bidder Design Services or Owner-contracted consultants. Bidder Design-Build contractors may include landscaping and irrigation, MEP systems (Mechanical, Electrical, Plumbing), fire sprinkler system, fire alarm, security systems, and audiovisual systems. The Architect shall review those submittals during construction phase and shall coordinate these services on an as-needed basis as Additional Services.

**INTERIOR DESIGN:** As an additional service, The Architect can provide detailed Interior Design services in addition to those described under Basic Services. This may include, finish schedule & specifications, and additional sourcing for plumbing and lighting fixtures to meet the Owner's Design Standard.

**DESIGN REVISIONS:** Changes in scope requested by the Owner that are inconsistent with the Owner's prior approvals may result in additional effort and shall be considered beyond the scope of this Agreement.

**MARKETING/PRESENTATION/REPRODUCTION:** Renderings, presentation and marketing drawings. Additional reproduction and issuance of documents beyond the normal distribution for meetings and milestone issuance provided in Basic Services.

**OWNER'S REPRESENTATIVE:** The Owner's representative for the Project is **Executive Director Greg Englin**, who will act in a decision-making capacity regarding issues including, but not limited to, project design and cost issues. Written correspondence with the Owners shall be through Greg Englin.

**OWNER RESPONSIBILITIES:** The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. Such information includes site topographic survey, property boundaries, utilities, on-site septic design, geo-technical and environmental reports (where required by local or state jurisdiction) and other information as required for the project. Completion of these services and reports is at the Owner's expense. The Architect shall rely upon the completeness and accuracy of these documents. At Owner's request, the Architect may provide coordination to obtain these documents on an Hourly Basis as an Additional Service.

**LIMIT OF LIABILITY:** The Owner agrees to require the Architect be named as an additional insured on its commercial general liability policy. Regardless of the presence or absence of insurance coverage, the Architect shall not be liable for loss or damage occasioned by delays beyond the Architect's control, or for loss of earnings, loss of use, or other incidental or consequential damages suffered by Owner or others, however caused.

The Owner agrees to limit the aggregate amount of any damages and/or costs (including attorney fees and expert witness fees) that the Owner may recover against the Architect (together with its officers, directors, employees and consultants) to the lesser of (1) the amount of compensation paid to the Architect for its services performed pursuant to this Agreement, or (2) the amount of proceeds available, at the time the damages and/or costs are paid, under the Architect's insurance policy or policies applicable to the claim being made by the Owner. The types of claims to which this limitation applies include, but are not limited to, claims based on negligence, professional errors or omissions, professional malpractice, indemnity, contribution, breach of contract, breach of expressed or implied warranty and strict liability. Owner expressly agrees to this limitation of liability.

If Owner elects to exclude the Architect from full participation in the Construction Documents and Construction Contract Administration Phases as contemplated by this Agreement, the Architect shall have no liability for damages arising out of the construction of the Project.

The Architect assumes no liability for work performed by consultants retained by Owner or Bidder-Design-Build sub-contractors.

The Architect shall not be responsible for changes to the Contract Documents unless such changes are reviewed and approved by the Architect in advance of work being performed. Should an error or omission be identified, the Architect shall be given the opportunity to provide an alternative solution before work is performed to correct deficiency.

**CONTINGENCY:** The services performed by the Architect will be performed with the standard of care consistent with professional skill and care ordinarily provided by architects with similar experience. The Construction Documents may contain minor

discrepancies or deficiencies that could result in increased construction costs or change orders. The Owner acknowledges that a Contingency fund will be established to cover such costs. The recommended contingency is 1.5% minimum of the Construction Budget. Owner initiated changes made during construction or other costs not directly related to the execution of the Construction Documents shall be additional to the Contingency.

**USE OF DOCUMENTS:** Drawings, specifications, notes, data, reproducible and other documents prepared by the Architect are "instruments of service" and shall remain the property of the Architect after the services have been completed or terminated. The Architect shall retain all common law, statutory and other reserved rights, including the copyright.

The Architect shall have the right to use any drawings and photographs taken before, during, and after construction for marketing purposes. The Owner shall be issued a copy of the design documents for their records, including, but not limited to, the Final Construction Documents. They may use the copy of Final Construction Documents for the purposes of completing and maintaining the Project and for future alterations and additions.

In the event the Owner uses the Instruments of Services for any purpose following initial completion of the construction of the project or following the termination of this Agreement when the Architect is not at fault, the owner releases the Architect and the Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all cost 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 cost of defense arise from the Owner's use of the instruments of Service.

**TERMINATION, SUSPENSION OR ABANDONMENT:** The Owner and the Architect have the right to terminate this Agreement by giving seven (7) days' written notice to the other party should the other party materially breach or substantially fail to perform in accordance with its terms through no fault of the party initiating the termination or in the case that services are suspended for over 90 days. If the Architect is terminated for any reason other than a material breach of the terms and conditions of this Agreement, the Owner shall be responsible for payment of all related costs, all expenses incurred or obligated at the date of termination, and all the Services performed by the Architect through the date of termination, including the proportionate share of the Architect's fee applicable to the Services performed through the date of termination.

**EFFECTIVE DURATION OF CONTRACT:** This contract assumes completion of Full Architectural Service within eighteen (18) months. If Basic Services are not completed within this framework, the Architect shall reserve the right to terminate or renegotiate and amend this document.

**DISPUTES:** If any dispute arises out of or relates to this contract, or breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation under the Construction Industry Mediation Rules of the American Arbitration Association before having recourse to a judicial forum. No written or oral representation made during the course of any mediation shall be deemed a party admission. All disputes shall be subject to litigation in a court of competent jurisdiction. Venue and jurisdiction shall be Washington State.

**NO THIRD-PARTY BENEFICIARIES:** Nothing in this Agreement shall be interpreted or construed as giving any rights or benefits to anyone other than the Architect and the Owner.

**REIMBURSABLE EXPENSES:** Reimbursable expenses such as consultants, travel, printing, photocopies, postage and permit fees will be billed at 1.15 times their actual amount.

**TERMS OF PAYMENT:** Invoices shall be issued by the Architect as set forth in its Rate Schedule then in effect and shall be payable on presentation. The Owner agrees to inspect or evaluate the services for which payment is sought in each invoice within fifteen (15) days of the date on the invoice, and any claim regarding the accuracy of the invoice or the satisfactoriness or appropriateness of the services shall be deemed waived if not made within this fifteen day period. Invoices not paid within thirty (30) days of invoice date shall be subject to a carrying charge of 1.5 percent per month or the maximum rate allowed by law, whichever is less. If the Owner fails to pay any invoice within thirty (30) days of the invoice date and such failure continues fifteen (15) days after the Architect gives Owner notice of such failure, the Architect shall have the right to terminate this Agreement immediately. The right to terminate under the terms of this paragraph shall be without liability to the Architect and shall be in addition to all other legal, equitable, or contractual remedies available to the Architect. The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to off-set sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

This document shall be null and void if not signed by the Owner and the Architect within thirty (30) days from the date indicated on this Agreement.

Please sign below, initial each page where indicated, and return this agreement to my office.  
We look forward to working together.

*Charlie Wenzlau*

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Charles Wenzlau, President

DocuSigned by:  
*Greg Englin*

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Owner acceptance OR Owner acceptance by Owner's Rep

3/23/2023

/ Date