

REQUEST FOR QUALIFICATIONS & PROJECT PROPOSAL

I. Purpose of Request and Scope of the Project

This RFP is requesting Proposals for a Full service Architecture and Design contract. This Individual or firm would provide the Architectural and Design support throughout the entirety of the Clinic Expansion Project, which will be a multi-year, multi-faceted project.

San Juan County Public Hospital District #3 dba Orcas Island Health Care District (OIHCD) is a public hospital district, a special purpose tax district under the jurisdiction of Washington state RCW 70.44. Orcas Island Health Care District exists to ensure island appropriate, quality primary, acute, and after-hours medical care access is available to all community members in a financially sustainable and cost effective manner. As part of our purpose and mission, we own and are responsible for the medical clinic building and land at 7 Deye Ln, Eastsound, WA 98245. This clinic is operated under a clinic services agreement as Island Primary Care – Orcas, in contract with Island Health, or Skagit County Public Hospital District #2.

OIHCD has enlisted the consulting services of a Strategic Facilities Planning Consultant, who has conducted market demographics and industry trends to provide a recommendation for a facilities expansion of the Island Primary Care – Orcas clinic. This strategic facilities planning engagement was meant to provide OIHCD with direction on expansion of the Rural Health Clinic to ensure appropriate space and facilities to serve the Orcas Island community for 20+ years. The Facilities Planning Consultants recommendations will direct the engagement of the Architecture and Design RFP respondent, in helping OIHCD to plan for their expansion of the clinic. The summarized Strategic Facilities Planning Document is attached as Exhibit A.

OIHCD is expecting that the Architect and Design RFP respondent will provide the following general services, although additional scope could be negotiated based on the respondents expertise.

A. Translation of the facilities planning document into an architectural conceptual design and master plan to be carried out by a general contractor

- a. Select architecture, engineering, and construction teams
- b. Move into schematic design → design development → construction documents
- c. Procure equipment
- d. Develop phasing/timeline plan
- e. Design would take into consideration the flexibility of the space to expand clinical space as needed in the future

- f. Design would offer multiple options for furnishing/building elements based on costs
 - g. Design would include energy efficiency options, that offer long-term savings for utilities and improvements
 - h. Design would work to minimize impact to clinical team, to ensure ability of clinic to operate during construction
- B. Site Planning in partnership with OIHCD, San Juan County, and other Regulatory entities**
- a. Utilizing completed site assessments to help inform decisions of where to build the clinical and other infrastructure expansions
 - b. Assisting OIHCD with additional site assessments as deemed necessary by San Juan County or other Regulatory entities
 - c. Lead and assist OIHCD in obtaining permits for site assessments, site pre-work, and overall construction process
 - d. Aiding OIHCD in obtaining necessary licensing or regulatory approvals to carry out clinic expansion work
- C. General Contractor engagement and construction project management support**
- a. Oversee construction
 - b. Help Prepare RFP or engage separately the general contractor for the clinic expansion project
 - c. Review and ensure contractors meet sub-contractor or other legal requirements as defined by state laws as applicable to public hospital districts
 - d. Engage and ensure regular communication between OIHCD, contractor, and architect firm to ensure timeliness of construction project
 - e. Work with contractor to develop any budget adjustments or other proposals are shared with OIHCD in a timely manner
 - f. Occupancy and punch list
 - g. Post-occupancy evaluation (typically after 6–12 months)
 - h. Serve as a liaison between OIHCD and general contractor as needed
- D. Regulatory Licensing and Permitting**
- a. Awareness of applicable permitting and regulatory requirements for Primary Care clinics, specifically Provider Based Rural Health Clinics
 - b. Leadership on submitting, follow-up, and completion of required permits and licensure for clinic expansion work

Additional potential areas of work that the Architecture and Design RFP respondent could provide support for, but are not required to support, could be:

A. Capital Planning Process

- a. OIHCD will be posting a separate RFP for Capital Planning support, but if the Architecture and Design RFP recipient also has expertise in this area, they could note that in their RFP response
- b. Fundraising, Grant-based, legislative, or other funding options planning
- c. Philanthropic/fundraising planning support

B. Community Engagement & Communications

- a. Communications advisement on providing updates to community on overall facilities expansion project
- b. Strategies around engaging community in shared decision making in architecture, construction, environmental impact, and other project decisions

OIHCD has engaged community stakeholders as committee participants to help direct our decision making process. Engagement with this stakeholder committee will be a part of the RFP respondents responsibility, although other community engagement will be in collaboration with OIHCD or other communications professionals engaged by OIHCD.

II. Time Schedule

It is OIHCD's intent to complete the elements of this RFP by the following dates:

- Date of RFP Publication: 12/12/2025
- Deadline for Submittal of Qualifications/Proposal: 1/2/2025 5:00 PM PST
- Additional information and/or interview: 01/05/2025 – 01/16/2025
- Notification of Firm chosen: 01/19/2025

III. Instructions to Applicants

- A. Respondents shall furnish an electronic submission of their proposal to chrisc@orcashealth.org, which must be received by no later than 5:00 PM on January 2nd, 2026. Any RFP (Proposals) received after the schedule closing date and time shall be rejected.
- B. RFP (Proposals) should provide a concise description of the provider's capabilities to satisfy the requirement of the request.
- C. All responsive submissions must meet the requirements set forth in the RFP. It must include at least the following information:
 - (1) Cover letter/statement of interest indicating the Firm's interest in the project and highlighting its qualifications to perform the project.
 - (2) An overview of the firm including a list of principals, how long the Firm has been in business, number of employees, licenses, and whether it is publicly or privately owned.

- (3) A proposed approach to the project, including key activities, milestones, proposed timeline, and rough budget estimate on an annual (calendar year) basis.
- (4) Related experience with similar types of projects and specific qualifications and resumes of key team members. Information should include public facility background, and health care or medical facility background.
- (5) A staffing plan that identifies the Firm's proposed project manager, the proposed project architect, key staff assigned to the project and how any years key staff have been employed by your firm and other firms, and consultants proposed to design and conduct the work, plus appended resumes.
- (6) At least three (3) references including entity name, contact person, and telephone number.
- (7) Provide a statement that the Firm has not been suspended or disbarred from Federal/Government work.
- (8) Identify whether the Firm has ever been involved in any claims, litigation, or arbitration and/or has filed bankruptcy or gone through a foreclosure.
- (9) Demonstrate related experience and ability to maintain timelines provided by OIHCD. Provide examples of projects.
- (10) Demonstrate related experience and ability. Provide a list of other public projects similar in size, scope, type, and budget. Provide examples of projects that Firm has provided architectural/engineering services in the past seven (7) years.
- (11) The Firm and all subconsultants will be required to provide proof of insurance and license upon firm selection.

IV. Evaluation Criteria

Applicants will be evaluated based on the criteria and manner stated in OIHCD Policy § 10.2. In addition, OIHCD will consider the following criteria:

- Experience with medical clinics, especially rural health clinics
- Experience soliciting and including community input in design and planning
- Experience leading project management, liaisons between client and construction, permitting, regulatory requirements
- Experience in region on similar projects
- Experience with public tax districts and local government
- Experience of design team
- Responsiveness to solicitation requirements

- References
- Financial capacity
- History of errors and omissions
- Construction change order history
- Quality of previous performance

V. Terms and Conditions

1. OIHCD reserves the right to reject any and all RFQ (Proposals) in part or in whole, or to withhold selections of shortlisted teams for any reason it may determine, or to waive or decline irregularities in any submittal.
2. OIHCD reserves the right to request clarification of information submitted and to request additional information from any Firm. All requests for clarification and additional information and responses thereto will be in writing.
3. The form of the contract resulting from acceptance shall be provided by OIHCD and will be in a form substantially similar to Exhibit B to this RFQ which is attached hereto by this reference.
4. OIHCD reserves the right to award any contract to the next most qualified Firm if the successful Firm does not execute a contract within 15 days after notification by OIHCD that it has been selected. If after consideration, OIHCD finds the fee unacceptable, it will terminate negotiations with the top ranked firm and, at its sole discretion, enter into negotiations with the second ranked Firm, withhold the award for any reason, and elect not to proceed with any of the proponents, or re-solicit new Proposals.
5. OIHCD shall not be responsible for any costs incurred by the Firm in the preparing, submitting, or presenting its respond to the RFP (Proposal) or in preparing and negotiating the contract.
6. OIHCD reserves the right to modify the RFP's terms and conditions at any point prior to the submittal deadline.

VI. Negotiation of Agreement

OIHCD will negotiate the final contract that is in the best interest of OIHCD considering all factors, including but not limited to cost effectiveness and quality control. Once a tentative selection has been made, OIHCD will attempt to negotiate a contract with the preferred applicant. If a negotiation is not successful, OIHCD will begin negotiations with another qualified applicant. Once an agreement is reached, the contract will be forwarded to the OIHCD's Board for final approval.

VII. Other Information

Insurance Information: The selected Firm and its subconsultants shall maintain insurance that is sufficient to protect the Firm's business against all applicable risks, as set forth in the Standard Insurance Requirements for Professional Service Contracts, which is attached hereto as Exhibit B.

Equal Opportunity Employment: The selected Firm must comply with Washington State equal opportunity requirements.

Title VI: It is OIHCD's policy/practice to assure that no person shall, on the grounds of race, color, national origin or sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its federally funded programs and activities.

Participation of Minority, women-owned and veteran-owned firms: OIHCD recognizes that minority, women-owned, and veteran-owned firms should be afforded maximum practicable opportunity to compete and obtain public contracts for services and OIHCD's procurement policies for selecting an applicant reflect this recognition.

Non-Endorsement: As a result of the selection of a Firm to supply services to OIHCD, the Firm agrees to make no reference to OIHCD in any literature, promotional material, brochures, sales presentation or the like without the express written consent of OIHCD.

Non-Collusion: Submittal and signature of a statement of qualifications swears that the document is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the Firm has not induced or solicited others to submit a sham, offer, or to refrain from proposing.

Compliance with Laws and Regulations: In addition to the nondiscrimination requirements previously listed, the Firm ultimately awarded the contract shall comply with federal, state, and local laws, statutes, and ordinances relative to the execution of the work.

Exhibit A - Drawings & Designs

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Identified Gaps – Identified Needs vs. Existing Facility

Identified facility gaps

- Wheelchair inaccessible toilets
- Exam room count – 10 existing, short two rooms on busy days, projected 10 in future
- Provider office/work-space (don't need private offices but do need functional space)
- Triage & Procedure Area- O2 and suction should be easier to use, enhance privacy, add storage and private nursing workstation
- Lack of vitals stations
- MA station and medication storage
- General storage undersized
- Lack of privacy at check-in/out
- Lack of dental equipment storage
- Finishes/countertops/flooring/lighting



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Identified Gaps – Equipment or Other Issues

Triage & Procedure Area stretchers have limited vertical adjustment – shorter staff cannot effectively provide CPR when needed

Storage Room, while well organized, is undersized for island needs, consider high density shelving until room can be expanded and purchase of the shipping container as a short-term solution

Provider office/work room is appropriately sized, but modern modular furniture will improve aesthetics, ergonomics, and efficiency by creating better auditory privacy (critical when documenting – most providers now use AI assisted transcription services that need a quiet environment)

The lab door should be replaced (it was relocated to the entry to the clinic zone to prevent patients from just walking into the clinic). The lab could benefit from being a negative pressure room; this is impossible without a door.

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Identified Gaps – Short-Term Housing

Provision of short-term housing can assist with

- Visiting specialty providers – providers with a Monday or Friday session may be allowed to extend their stay over a weekend, encouraging more visiting providers
- New employees – a temporary housing arrangement may help with recruiting
- Summer *locums* provider

Ideally a partnership with other island-based institutions would be developed to provide workforce housing

Short-term rooms could be provided as part of a new development for *locums* providers and visiting specialty providers.

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Existing Clinic Space Table

The space table lists every space, its net square feet, and how many of that room or space the clinic contains

Net Square Feet is the interior space of a room or the usable space of a work area. It is less than the total space of the building.

Net Square Feet *excludes* circulation spaces within an area – for example the space to walk between MA stations and the medication storage area in the MA's work room

Net Square Feet also excludes corridors, the thickness of walls, columns, and any shafts stairwells or elevators.

Note the current total NSF of 4,072 square feet

Room	Qty	NSF	Total NSF	Comments
Patient Arrival Area				
Waiting Room	1	360	360	Staff report more than adequate
Check-in	2	35	70	Modern are 2x this size for privacy
Toilet - patient/visitor	1	50	50	Accessible
Vestibule	1	50	50	
Front Office	1	275	275	Was billing, med records, underutilized
Subtotal			805	
Triage/Procedure Area				
Triage Treatment Area	2	80	160	
Triage Storage	1	50	50	
Nurse Workstation	1	50	50	Should be sound screened
Treatment Room	1	160	160	Testing and Minor Procedures
Toilet	1	50	50	
Radiology	1	187	187	
Lab/Phlebotomy	1	190	190	Ideal would separate phlebotomy
Subtotal			847	
Main Clinic Treatment				
Exam Room	10	100	1,000	
Consult/Telehealth	1	100	100	Should have a sink for telehealth
Patient Toilet	2	25	50	Not handicap accessible, one for lab
Storage/Janitor Closet	1	45	45	Storage only, no sink
Office - Lead MA	1	90	90	
Office - Manager	1	100	100	
MA Workstation	5	25	125	Ideally 40 NSF each
Drug Storage	1	50	50	Ideally 80 NSF
Shower	1	25	25	Used as storage
Subtotal			1,585	
Staff Support Areas				
Supply Storage	1	225	225	
IT Closet	1	50	50	
Staff Break Room	1	110	110	
Provider Workroom	6	45	270	Total room is about 500 NSF
Provider Conf Table	1	180	180	
Subtotal			835	
Total NSF			4,072	

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Draft Proposed Clinic Space Table

Proposed future clinic grows to almost 7,000 NSF. Most of the new space is for direct patient care, but a new conference room, larger provider work room, and a staff toilet are material incremental staff areas.

Room	Qty	NSF	Total NSF	Comments
Patient Arrival Area				
Waiting Room	1	360	360	Staff report more than adequate
Check-in	3	50	150	Modern are 2x this size for privacy
Toilet - patient/visitor	1	50	50	Accessible
Vestibule	1	50	50	
Front Office	1	0	-	Was billing, med records, underutilized
Subtotal			610	
Triage/Procedure Area				
Triage Treatment Room	2	140	280	Sized to Accommodate higher acuity
Triage Storage	1	80	80	
Nurse Workstation	2	50	100	Should be sound screened
Treatment Room	1	160	160	Testing and Minor Procedures
Toilet	1	50	50	
Radiography	1	187	187	
Lab	1	180	180	
Phlebotomy Area	1	60	60	Adjacent/connected to lab
Subtotal			1,097	
Main Clinic Treatment				
Exam Room	10	100	1,000	
Consult/Telehealth	1	100	100	Should have a sink for telehealth
Exam - New	10	120	1,200	
Dental Equip Stor	1	80	80	Near Dental Treatment Rooms
Patient Toilet (Exist)	0	25	-	Repurpose
Patient Toilet (New)	3	50	150	
Storage/Janitor Closet	1	45	45	Storage only, no sink
Office - Lead MA	0	90	-	
Office - Manager	0	100	-	
Vitals Station	2	75	150	Privacy Screened, wheelchair scale
MA Workstation	5	25	125	Ideally 40 NSF each
MA Workstation (new)	4	40	160	
Drug Storage	1	80	80	Ideally 80 NSF
Janitor Closet	1	25	25	Repurpose Shower Room (plumbed)
Subtotal			3,115	

Room	Qty	NSF	Total NSF	Comments
Staff Support Areas				
Office, Manager	1	100	100	
Office, Lead MA	1	100	100	
Conference/Group	1	400	400	
Conference Storage	1	50	50	
Supply Storage	1	450	450	
IT Closet	1	50	50	
Staff Break Room	1	150	150	
Staff Toilet/Shower	1	70	70	
Provider Workroom	9	50	450	Total room is about 500 NSF
Provider Conf Table	1	180	180	
Subtotal			2,000	
Total NSF			6,822	

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Option 2: Upgrade and Expand the Clinic

Phase 1: Driveways rerouted and additional parking developed

Phase 2: Clinic expansion of approximately 5,000 square feet added

Phase 3: Renovation to triage & procedure area, procedure room, storage room, office spaces, and check-in/check out – approximately 3,000 square feet impacted

Phase 4: Cosmetic upgrades to exam rooms, waiting area, all other areas of clinic not previously renovated – approximately 4,000 square feet impacted

Phase 5 (optional): New housing is constructed south of the parking area



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Option 2: Upgrade and Expand the Clinic

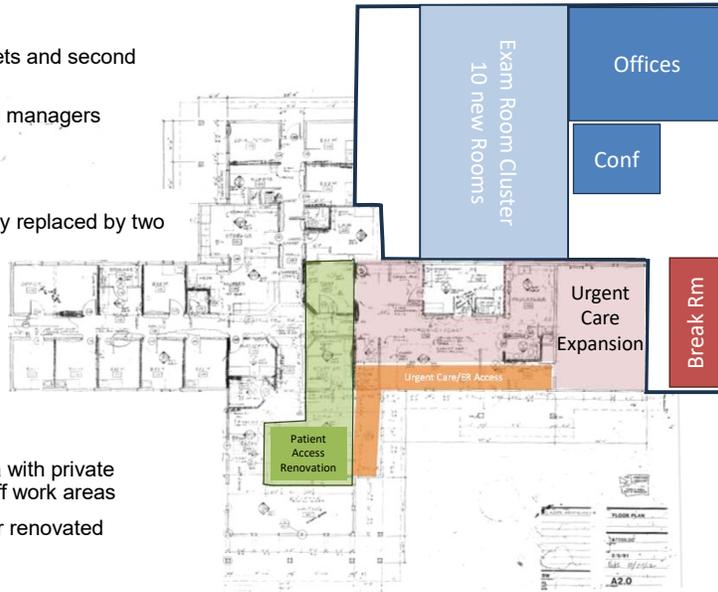
Expansion area includes

- 10 new exam rooms with ADA toilets and second caregiver workstation
- New office areas for providers and managers
- A replacement Break Room
- Larger storage areas
- Conference room that can be partly replaced by two additional exam rooms

Renovations (shaded areas) include

- A back pathway to the triage & procedure area
- Improved check-in/out privacy
- New private patient vitals station with wheelchair scale
- Expanded triage & procedure area with private treatment areas and improved staff work areas

Cosmetic upgrades to all areas not new or renovated



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Capital Cost Comparisons – With All Caveats and Minimal Confidence

New Construction – 23,400 square feet (slightly more than 2x our total need; Dec. 2024)

- Primary care, radiology room, lab, primary care, urgent care, dermatology
- \$14.89 million or \$636 / square foot – bid 2 years ago, location premium
- Includes land acquisition, all fees and permits, site work, and all new equipment

Pricing Example 1 – Urban Pennsylvania

The only thing I can say with absolute confidence is construction on Orcas Island will cost more than these estimates.

Tenant Fit Out of Existing Building – 21,000 square feet (approximately 2x our total need; Sept. 2024)

- Primary Care, radiology room, lab
- \$7.35 million, or \$350 / square foot – likely a reasonable approximation for the urgent care wing where heavier renovation is recommended – bid over 2 years ago, larger location premium

Comparison Example 2 – Rural Pennsylvania

Tenant Fit Out of Existing Building – 20,700 square feet (approximately 2x our total need; June 2023)

- Primary Care, radiology room and mammography, lab, urgent care
- \$5.65 million, or \$273 / square foot – likely a reasonable approximation for the urgent care wing – bid almost 3 years ago, and larger location premium

Comparison Example 3 – Rural Maryland

Potential project costs for Orcas Island Option 2
 5,000 x \$700 = \$ 3,500,000 (new construction)
 3,000 x \$375 = \$ 1,125,000 (heavy renovation)
 4,000 x \$125 = \$ 500,000 (cosmetic upgrade)
 \$ 5,125,000

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EXHIBIT B

SAN JUAN COUNTY PUBLIC HOSPITAL DISTRICT NO. 3

**AGREEMENT FOR PROFESSIONAL SERVICES
(CHAPTER 39.80 RCW)**

This **AGREEMENT FOR PROFESSIONAL SERVICES** ("Agreement") is made and entered into as of the later of the two signature dates below, by and between:

SAN JUAN COUNTY PUBLIC HOSPITAL DISTRICT NO. 3

Attn: _____

("District")

AND

("Consultant")

Term of Contract: _____ **xx/xx/20xx – xx/xx/20xx** _____

- I. **SCOPE OF WORK:** CONSULTANT agrees to perform services to the District generally described in the **REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSALS [Insert RFQ/RFP identifier]** dated _____, 20____. **See attached Exhibit "A."** Additional or more detailed services may be identified in Task Order(s) issued by the District.
- II. **COMPENSATION:** The Consultant shall be compensated on the basis of hours worked and expenses incurred by its employees at the rates shown herein: **See attached Exhibit "B"**.
- III. **GENERAL PROVISIONS:** Work covered by this Agreement shall be performed in accordance with the General Provisions (which are attached hereto and form a part of this Agreement) and any attachments or schedules.
- IV. **ENTIRE AGREEMENT:** This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the later of the dates indicated below. By signing below, each signatory represents that he or she has authority on behalf of his or her respective party to enter into this agreement, which shall be binding upon the parties according to its terms.

[Signatures on following page]

CONSULTANT NAME

**SAN JUAN COUNTY PUBLIC HOSPITAL
DISTRICT NO. 3**

Signature: _____

Signature: _____

Name/Title: _____

Name/Title: _____

Date: _____

Date: _____

GENERAL PROVISIONS

In consideration of the mutual covenants and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Scope of Work. The objective of this Agreement is the timely preparation, completion and/or delivery of the scope of work and/or deliverables described in the Scope of Work and, if issued by the District, Task Order(s) issued pursuant to and governed by the terms of this Agreement. A copy of the Task Order form(s) to be executed by the parties is included as Exhibit "C," attached hereto and incorporated herein by this reference. Additional Task Orders and/or amendments to Task Orders shall be attached hereto as amendments and shall be made part of this Agreement upon approval as required herein. Any Task Order(s) issued by the District prior to the termination date of this Agreement shall be governed by the terms of this Agreement until completed even if the Task Order work extends beyond the termination date of this Agreement.

1.1 Work covered by this Agreement shall be performed in accordance with the provisions and any attachments or schedules. Except as may be otherwise provided for herein, this Agreement may only be amended by the mutual consent of both parties hereto, in writing and signed by duly authorized representatives of both parties.

2. Term of Agreement. The Consultant shall not begin work under the Agreement or any Task Order until the District has specifically authorized the Consultant to do so in writing. The time required for completion of all work including under each Task Order and, if appropriate under a schedule for completion of phases of the work, shall be as specified in this Agreement or in each Task Order. The completion dates for the services, for Task Orders, or for phases of work under a Task Order, may be modified only upon written agreement of the parties hereto. The completion dates for the services, the Task Orders, or for phases of work under a Task Order may be, but are not required to be, extended in the event of a delay caused by change order work requested by the District, or if the Consultant's work is delayed by unavoidable circumstances beyond the control of the Consultant and which the Consultant could not reasonably have anticipated. This Agreement may be extended for multiple terms at the sole discretion of the District and subject to budget appropriations and Commission approval when required; if so extended, all of the terms and conditions herein

shall apply to such extension.

3. Compensation and Payment. Unless a Task Order specifically establishes a fixed fee payment, the Consultant shall be compensated on the basis of hours worked and expenses incurred by its employees at the rates shown in the attached Consultant's Fee Schedule, Exhibit "B". The Consultant shall receive no other payment for materials or disbursements unless expressly allowed by the Task Order. The Consultant shall not adjust the wage rates in Exhibit "B" without written authorization from the District.

3.1 Consultant shall supply District with a monthly invoice and written documentation, satisfactory to District, for all amounts due under this Agreement, including but not limited to project budget status and a narrative progress description of work performed that is acceptable in form to the District. All invoices submitted by Consultant to District shall reference any applicable billing codes provided by District to Consultant. Any applicable taxes shall be listed as separate line items on each Consultant invoice. All invoices and documentation may be reviewed and audited by District and payment may be subject to review or audit. Subject to the preceding, payments shall be due net thirty (30) days of receipt of such invoice by District. In no event shall the District be charged interest on payments due under this Agreement. If required by District, Consultant shall provide periodic forecasts of its total fees and costs incurred to date. With regard to time and materials Task Orders, only the reimbursable expenses specifically listed in the attached Exhibit "B" will be payable expenses under this Agreement.

3.2 If a Task Order specifies that the work is to be performed on a fixed fee basis, the Consultant shall be paid the amount of the fixed fee as consideration for full and satisfactory performance of the work regardless of the Consultant's cost to perform the work. The District shall have sole authority for determining when all work has been satisfactorily performed by the Consultant. The fixed fee amount comprises all of the Consultant's payment for the work and includes without limitation all costs of salaries, overhead, non-salary expenses (including, but not limited to, travel, reproductions, telephone, supplies, and fees of outside consultants), as well as the

Consultant's profits. The Consultant's payment for the work shall not exceed the specified amount unless first authorized by the District in writing.

3.3 The Consultant shall obtain the prior written approval of the District for any charges for additional services by the Consultant, the additional services of others retained by Consultant, or the furnishing of additional supplies, materials or equipment. The Consultant shall not be entitled to compensation for any such additional charges incurred in violation of this paragraph.

4. **Payment of Subconsultants.** At the time of project completion, the Consultant agrees to certify to the District that all employees (including without limitation any union fees and any benefit plans), and subconsultants have been paid in full. Final payment shall be preconditioned upon receipt of such certification by the District; the District may, in its sole discretion, withhold final payment until receipt of such certification. The Consultant shall be solely responsible for the performance and payment of any and all subconsultants. All such subconsultants shall possess all licenses and insurance as required by this Agreement and/or the laws of the State of Washington.

5. **Termination.**

5.1 This Agreement may be terminated by either party upon seven (7) days' written notice and opportunity to cure should the other party breach the terms of this Agreement through no fault of the terminating party. In the event the party that fails to perform is the Consultant, the determination of "fail to perform in accordance with its terms" shall be in the sole judgment of the District. In the event the District terminates the Consultant for breach, the Consultant shall be compensated for satisfactory services performed to the termination date as set forth in Paragraph 3, less any damages incurred by the District as a result of such breach. In the event the Consultant terminates the District for breach, the Consultant shall be compensated for satisfactory services performed prior to the termination date as set forth herein, but in no case shall Consultant be compensated for any work not performed as a result of the termination. In no case, however, shall such reimbursement exceed the agreed upon fee as approved and amended by the District. The District shall have sole authority for determining when all work has been satisfactorily

performed by the Consultant. Any work product generated by the Consultant prior to such termination shall be the sole property of the District, and the Consultant agrees to provide the District with all such materials. If the accumulated payment made to the Consultant prior to notice of intent to terminate exceeds the total amount that would be due as set forth herein above, then no final payment shall be due, and the Consultant shall promptly reimburse the District for the excess paid.

5.2 Further, this Agreement may be terminated by the District at any time for any reason whatsoever, at the sole discretion of the District, with seven (7) days' written notice. If the District terminates for convenience, the District will pay Consultant for satisfactory services performed up to the termination date as set forth in Paragraph 3, but in no case shall Consultant be compensated for any work not performed as a result of the termination. If, after termination for the Consultant's breach it is determined that the Consultant has not breached the Agreement, the termination shall be deemed to have been effected for the convenience of the District.

5.3 In addition to the above, the District reserves the right to suspend all or any portion of the work and services for Consultant's default or District's convenience. If the Consultant's work is delayed for more than thirty (30) calendar days due to circumstances for which the Consultant is responsible, the District may find the Consultant in default and terminate the Task Order and/or this Agreement.

6. **Deviations from Scope of Work.** The District may at any time issue written directions within the general scope of this Agreement. If any such direction causes an increase or decrease in the cost of this Agreement or otherwise affects any other provision of this Agreement, the Consultant shall immediately notify the District and take no further action concerning those written directions until such time as the parties have executed a written change order. No additional work shall be performed or charges incurred unless and until the District approves in writing the change order and the increased cost thereof. Any work done in violation of this paragraph shall be at the sole expense of the Consultant. Additionally, the District reserves the right to modify the amount spent for identified project tasks within the scope of work, provided that the Contract Amount, as may be modified under Paragraph 3.3, is not

exceeded.

6.1 The Consultant shall make all revisions and changes in the completed work under this Agreement as are necessary to correct the Consultant's, and its subconsultants', errors or omissions without additional compensation from the District.

7. **Insurance.** Consultant, concurrently with the execution of this Agreement, shall provide the District with evidence that Consultant has obtained and is maintaining the insurance listed as follows:

7.1 Workers' Compensation Insurance with statutory limits as required by law.

7.2 Employers' Liability Insurance (bodily injuries) with a limit of at least One Million Dollars (\$1,000,000) per occurrence with an insurance company authorized to write such insurance in all states where the Consultant will have employees located in the performance of its work covering its common law liability to such employees.

7.3 Commercial General Liability ("CGL") Insurance with limits of at least Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate and Automobile Liability Insurance covering any auto or all owned, hired, and non-owned autos used by or on behalf of Consultant with policy limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury and/or property damage. "Auto" carries the same meaning as found in ISO Form CA 00 01. The CGL policy shall be written on an occurrence basis with the insurer's duty to defend outside of the limits of the policy, meaning that the defense obligation does not erode the liability limits. The CGL policy shall provide coverage for damage to the District's property caused by Consultant.

7.4 Professional Liability Insurance covering Errors and Omissions of the Consultant in the amount of not less than Two Million Dollars (\$2,000,000) per occurrence or claim, Two Million Dollars (\$2,000,000) aggregate.

7.5 Except with regard to the Professional Liability Insurance and Workers' Compensation Insurance, each of the policies required herein shall name the District as an additional insured by way of a policy endorsement. Furthermore, each policy of insurance required herein shall (i) be written as a primary policy; (ii) expressly provide that such insurance may not be materially changed, amended or canceled with respect to the

District except upon forty-five (45) days' prior written notice from the insurance company to the District; (iii) contain an express waiver of any right of subrogation by the insurance company against the District and its elected officials, employees, or agents; (iv) expressly provide that the defense and indemnification of the District as an "additional insured" will not be effected by any act or omission by Consultant which might otherwise result in a forfeiture of said insurance; (v) contain a separation of insureds provision such that the policy applies separately to each insured that is subject of a claim or suit; and (vi) not contain a cross-claim, cross-suit, or other exclusion that eliminates coverage by one insured against another.

7.6 With regard to the Professional Liability Insurance, the policy may be issued on a claims made form or an occurrence form. If written on a claims made form, the following additional terms apply to the policy: (i) coverage shall be maintained for a minimum of six (6) years after Contract completion, with evidence of the same provided to the District annually, (ii) the Retroactive Date must be shown and must be before the date of this Contract or commencement of Work hereunder, (iii) if the policy is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the date of the Contract or commencement of Work hereunder, the Consultant must purchase "extended reporting" coverage for a minimum of six (6) years after completion of the Contract work.

7.7 The Consultant shall furnish the District with copies of Certificates of Insurance evidencing policies of insurance required herein. Except as otherwise specified herein, the Consultant and its subconsultants shall maintain these policies as identified above for the term of this Agreement and for a period of one year thereafter. The District's failure to request such certificates shall not relieve the Consultant of the obligation to provide them.

7.8 The Consultant shall maintain the insurance in effect at all times that it is performing work under this Agreement. Failure to obtain and/or maintain such insurance shall be grounds for the District to find the Consultant in default and terminate the Agreement accordingly. Alternatively, the District may at its option purchase such insurance and deduct the reasonable expense therefore from payments made to or owing to the Consultant.

7.9 If the Consultant maintains broader coverage and/or higher limits than the minimums set forth above, the District requires and shall be entitled to such broader coverage and/or higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage listed herein shall be available to the District.

7.10 If any Excess or Umbrella Insurance policies are used to meet the limits of liability required herein, said policies shall be "following form" of the underlying policy coverage, terms, conditions, and provisions, and shall meet all of the liability insurance requirements stated herein, as evidenced by a Following Form Endorsement. Such Excess or Umbrella Insurance carrier shall have a duty to defend the District outside of the policy limits. No insurance policies maintained by the additional insureds, whether primary or excess, shall be called upon to contribute to a loss until Consultant's primary and excess liability policies are exhausted.

8. **Consultant Not an Agent or Employee of the District.** In performing work and services hereunder, the Consultant and Consultant's employees, agents, and representatives shall be acting as independent Consultants and shall not be deemed or construed to be partners, employees or agents of the District in any manner whatsoever. No employee of the Consultant shall be considered an employee of the District even while performing work required under this Agreement. Furthermore, the Consultant shall not hold itself out as, nor claim to be, an officer or employee of the District by reason hereof and will not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the District.

9. **Conflict of Interest.** Consultant covenants that it presently has no interest and shall not acquire an interest, directly or indirectly, which would conflict in any manner or degree with its performance under this Agreement. Consultant further covenants that no person having such interest shall be employed by it or any of its subconsultants.

10. **Compliance with Applicable Law.** The Consultant shall comply with all the District's resolutions and all federal, state, and local laws, regulations and ordinances that are applicable to the work performed pursuant to this Agreement. Both parties mutually agree to re-negotiate scope,

budget, and schedule should a change in any of the applicable District's resolutions, federal, state or local laws, regulations or ordinances during the performance of the work affect the cost of performing the work. The Consultant shall register (and shall require the same of all subconsultants), as required by RCW 23B.15.010, to do business in the State of Washington and provide proof of the same to the District.

11. **Indemnification.** The Consultant shall defend (with legal counsel reasonably satisfactory to the District), indemnify and hold the District, its elected officials, agents and employees (collectively "District") harmless from and against all liabilities, obligations, fines, claims, damages, penalties, lawsuits, governmental proceedings, judgments, costs and expenses (including, without limitation, all attorneys' fees, costs and expenses of litigation):

- Arising out of any negligent act or omission of Consultant, its directors, officers, subconsultants, agents and/or employees (collectively "Consultant") in connection with the work performed pursuant to this Agreement; provided, however, that in the event of concurrent negligence of the Consultant and the District, then this defense and indemnification shall apply only to the extent of the Consultant's negligence; and/or
- Arising from a breach of this Agreement by Consultant; and/or
- Arising out of or due to any failure on the part of Consultant to perform or comply with any rule, ordinance or law to be kept and performed.

The District will inform Consultant of any such claim or demand that alleges liability based in whole or in part on any act or omission of Consultant, its directors, officers, agents, or employees. Thereafter the Consultant shall (i) reasonably cooperate in the defense of such claim and (ii) pay the District's defense of such claim as incurred, whether or not such claim is ultimately successful. In this regard, the District will reasonably cooperate with Consultant in allowing Consultant to jointly select, with the District, attorneys to defend the District and Consultant provided that Consultant confirms its obligation to pay the District's defense costs.

11.1 In the event of concurrent negligence by the District and Consultant, then at the conclusion of the action (e.g., judgment, arbitration award or settlement), the attorneys' fees and costs incurred

in defending the District shall be apportioned to the parties based on their respective fault as provided by RCW 4.24.115.

11.2 The foregoing indemnification obligation shall include, but is not limited to, all claims against the District by an employee or former employee of the Consultant or any subconsultant or service provider. For this purpose, the Consultant expressly waives, as respects the District only, all immunity and limitation on liability under any industrial insurance Act, including Title 51 RCW, or other workers compensation act, disability act, or other employees benefits of any act of any jurisdiction which would otherwise be applicable in the case of such a claim. **BY INITIALING BELOW THE DISTRICT AND CONSULTANT CERTIFY THE WAIVER OF IMMUNITY SPECIFIED BY THIS PROVISION WAS MUTUALLY NEGOTIATED.**

Consultant

District

12. **Work Product Confidentiality.** Any reports, documents, questionnaires, records, information or data given to or prepared or assembled under this Agreement which the District requests to be kept confidential shall not be made available by the Consultant to any individual or organization without prior written approval of the District except as may be ordered by a court of competent jurisdiction. No reports, records, questionnaires, or software programs provided by the District or other documents produced in whole or in part by the Consultant under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

13. **Public Disclosure Request.** Correspondence, reports, and other written work product will be generated during the course of the relationship created by this Agreement, and third parties may request such information pursuant to the Washington State Public Disclosure Act (RCW 42.17.250 *et. seq.*). The parties agree that in the event that such a request is filed, the party with whom the request is filed will promptly notify all other parties to this Agreement. The parties further agree that they will not disclose any such requested material until at least ten (10) business days after providing notification to all other parties

to this Agreement. The intent of this clause is to provide all parties the opportunity to seek injunctive relief so as to protect the vital functions of those entities.

14. **Plans, etc. Property of District.** All work performed under this Agreement is work for hire. All deliverables, including but not limited to original plans, drawings and specifications, prepared by the Consultant and any and all sub-consultants for the District and funded by the District are and shall remain the property of the District whether or not the project for which they are made is executed. This shall not apply to proprietary software or documentation that may be provided to the District and that was developed independent of funding by the District. The Consultant assumes no liability for any use of the drawings and specifications other than that originally intended for the project. Originals, including electronic forms of the data prepared by the Consultant and funded by the District, shall become the property of the District. No reports, records, questionnaires, software programs provided by District or other documents produced in whole or in part by the Consultant under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant. The Consultant's work shall not infringe on any copyright, patent, trade secret, or other proprietary rights held by any third party.

15. **Electronic File Compatibility.** All electronically transmitted output must be compatible with existing District software and shall be provided to the District in an appropriate electronic format. Consultants shall check with the District for software application, system compatibility, and preferred file type. All CAD deliverables shall be consistent with the District's standard CAD layering system, as provided by the District to the Consultant.

16. **Non-Discrimination.** In connection with the performance of this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status, or being handicapped, a disadvantaged person, or a disabled or Vietnam-era veteran or a member of any other protected class. The Consultant shall take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex, national origin, age, marital status, or being a handicapped or disadvantaged person or a disabled or Vietnam-era veteran or a

member of any other protected class.

17. Federal Restrictions on Lobbying.

Consultant certifies that under the requirements of Lobbying Disclosure Act, 2 U.S.C., Section 1601 et seq., no Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

18. Federal Debarment and Suspension.

The Consultant certifies, that neither it nor its "principals" (as defined in 49 CFR.29.105) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Consultant will include this clause without modification in all lower tier transactions, solicitations, proposals, agreements, contracts, and subcontracts. Where the offeror/consultant or any lower tier participant is unable to certify to this statement it shall attach an explanation to this Agreement. The District reserves the right to require Consultant to replace a subconsultant or lower tier participant who cannot meet the foregoing certification requirement.

19. Subletting or Assigning of Agreement.

The Consultant shall not sublet or assign any of the work covered by this Agreement without the express written consent of the District.

20. Notices. All notices and payments hereunder may be delivered or mailed to the addresses listed above. If delivered by messenger or courier (including overnight air courier), they shall be deemed delivered when received at the street address. All notices and payments mailed, whether sent by regular post or by certified or registered mail, shall be deemed to have been given on the second business day following the date of mailing, if properly mailed to the mailing addresses provided above, and shall be conclusive evidence of the date of mailing. The parties may designate new or additional addresses for mail or delivery by providing notice

to the other party as provided in this section. The address for delivery of notices and payments are as set forth in the introductory paragraph of this Agreement.

21. Review of Title Documents. Prior to the execution or recordation of any documents effecting title to any property, said document shall be reviewed and approved by the District. Consultant shall not execute or record (or make to be executed or recorded) any such document prior to the District's review and approval.

22. Jurisdiction. This Agreement is made and delivered in the State of Washington and shall be construed and enforced in accordance with the laws thereof. Jurisdiction and venue of any dispute hereunder shall be solely and exclusively in the Superior Court of the State of Washington in and for San Juan County. The parties expressly and irrevocably waive any right they may have to Federal court jurisdiction or a trial by jury. In the event of a dispute arising out of or under this Agreement, the substantially prevailing party shall be entitled to its reasonable attorneys' fees and costs.

23. Pollution. District acknowledges that the Consultant is not responsible for the creation or presence of contamination or pollution, if any, at the property except to the extent that such a discharge, release or escape is caused by the Consultant's acts or omissions. For the purpose of this clause, contamination or pollution shall mean the actual or alleged existence, discharge, release or escape of any irritant, pollutant, contaminant, or hazardous substance into or upon the atmosphere, land, groundwater, or surface water of or near the property. The Consultant will promptly notify the District of contamination or pollution, if identified. Notwithstanding the foregoing, the District does not waive any cause of action for damages resulting from the District's reliance on any misrepresentation (made either knowingly or negligently) by the Consultant with regard to the presence of any contamination or pollution.

24. Consultant Work. Consultant's work shall meet or exceed the standard for similar services performed by similarly licensed professionals performing work in San Juan County, Washington.

25. Survival. All obligations of Consultant, as provided for in this Agreement, shall not cease upon the termination of this Agreement and shall continue as obligations until fully performed. All

clauses of this Agreement which require performance beyond termination shall survive termination.

26. **Entire Agreement.** This is the entire agreement between the parties. There is no other oral or written understanding between the parties concerning this matter. The Consultant specifically understands that no District employees

other than the project manager or his/her supervisor are authorized to direct the work of the Consultant.

27. **Signing Authority.** Anyone signing this Agreement by said signature certifies that he/she has the authority to execute said document on behalf of the Consultant and that his/her signature is binding upon the firm or corporation.

EXHIBIT A
REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSALS

EXHIBIT B
CONSULTANT'S FEE SCHEDULE

[Exhibit B should set forth the agreed upon schedule of hourly rates and other charges and disbursements the District is agreeing to pay the consultant. This should identify all job classifications, reimbursable expenses, and sub-consultant mark-ups.]

EXHIBIT C

TASK ORDER FORM

PLEASE SUBMIT ON COMPANY LETTERHEAD

SAN JUAN COUNTY PUBLIC HOSPITAL DISTRICT NO. 3

**Agreement for Professional Services Dated _____, 20__
Task Order #__ - __**

PROJECT NAME: _____

This work order is issued pursuant to the Agreement for Professional Services #____-____-____ dated xx/xx/xx between the District and _____ whose address is _____ . Unless otherwise specified below, the performance of services hereunder and the payment therefore shall be subject to the terms and conditions of said Agreement.

(A) Scope of Work:

(B) Deliverables:

Note: All CAD deliverables shall be consistent with the District's standard CAD layering system, as provided by the District to the Consultant. Consultants shall check with the District for software application, system compatibility and preferred file type.

(C) Schedule:

(D) Fee Basis:

Services to be billed on a [Time and Materials Basis] [Fixed Fee Basis], not to exceed \$X,XXX as summarized below, and per the attached cost breakdown.

Task	Not-To-Exceed Dollar Amount
1.0	\$X,XXX
2.0	\$X,XXX
3.0	\$X,XXX
Reimbursable Expenditures	\$X,XXX
TOTAL	\$X,XXX

CONSULTANT

SAN JUAN COUNTY PUBLIC HOSPITAL DISTRICT NO. 3

Signature: _____

Signature: _____

Name/Title: _____

Name/Title: _____

Date: _____

Date: _____