

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Mark McCauley, County Administrator

From: Monte Reinders, P.E., Public Works Director/County Engineer 

Agenda Date: December 18, 2023

Subject: Contract for Solid Waste Facilities Replacement Planning Services

Statement of Issue: Planning for the replacement of the County's solid waste handling facilities is necessary owing to the age of the facilities and customer demand that has begun to strain facility capacity at peak season. The planning process for facility replacement requires engineering, architectural, cost estimating and group facilitation support.

Analysis/Strategic Goals/Pro's & Con's: Public Works has selected Perteet, Inc. through a Request for Qualifications and interviews with qualified firms as the firm of choice to assist staff and a BoCC-appointed Solid Waste Facilities Task Force with the selection of a site for a replacement transfer station.

Fiscal Impact/Cost Benefit Analysis: The Contract value is \$83,140.00 with funding from the Solid Waste Fund and from the County's Capital Fund.

Recommendation: Public Works recommends that the Board enter into the Contract with Perteet, Inc. and return the original to Public Works for further processing.

Department Contact: Al Cairns, Project Manager, X213.

Reviewed By:


Mark McCauley, County Administrator

Date 12/13/23

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Perteet, Inc.

Contract No: PW 2023-119

Contract For: A/E Services for Solid Waste Facility Replacement Siting Study

Term: Estimated Project Completion December 31, 2024

COUNTY DEPARTMENT: Public Works

Contact Person: Al Cairns

Contact Phone: X213

Contact email: acairns@co.jefferson.wa.us

AMOUNT: \$83,140.00

Revenue: 34370.00

Expenditure: ~~5760.41~~ 59437.41

Matching Funds Required: N/A

Sources(s) of Matching Funds N/A

Fund #

Munis Org/Obj

PROCESS:

- ☐ Exempt from Bid Process
- ☐ Cooperative Purchase
- ☐ Competitive Sealed Bid
- ☐ Small Works Roster
- ☐ Vendor List Bid
- ☒ RFP or RFQ
- ☐ Other: _____

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☒ N/A: ☐

Signature

Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☒ N/A: ☐

Signature

Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

✓ Electronically approved by Risk Management on 12/7/2023.
Transfer station site selection.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

✓ Electronically approved as to form by PAO on 12/7/2023.
I assume this contract is not a PW contract.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

PROFESSIONAL SERVICES AGREEMENT FOR
A/E Services for Solid Waste Transfer Station Siting Study

THIS PROFESSIONAL SERVICES AGREEMENT ("this Agreement") is entered into between the County of Jefferson, a municipal corporation ("the County"), and Perteet, Inc ("the Consultant"), in consideration of the mutual benefits, terms, and conditions specified below.

1. Project Designation. The Consultant is retained by the County to _____
Provide engineering and planning services to support the County's selection of property for a new Solid Waste Transfer Station.
2. Scope of Services. Consultant agrees to perform the services, identified on Exhibit "A" attached hereto, including the provision of all labor.
3. Time for Performance. Work under this Agreement shall commence upon the giving of written notice by the County to the Consultant to proceed. The Consultant receipt of a Purchase Order shall constitute said notice. Consultant shall perform all services and provide all work product required pursuant to this Agreement on the dates listed on Exhibit "A". Time is of the essence in the performance of this Agreement.
4. Payment. The Consultant shall be paid by the County for completed work and for services rendered under this Agreement as follows:
 - a. Payment for the work provided by Consultant shall be made as provided on Exhibit "B" attached hereto, provided that the total amount of payment to Consultant shall not exceed \$ 83,140.00 without express written modification of this Agreement signed by the County.
 - b. The Consultant may submit invoices to the County once per month during the progress of the work for partial payment for project completed to date. Such vouchers will be checked by the County, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment of Consultant invoices shall be within 30 days of receipt by the County for any services not in dispute based on the terms of this Agreement.
 - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the County after the completion of the work under this Agreement and its acceptance by the County.
 - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.

- e. The Consultant's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the County and state for a period of three (3) years after final payments. Copies shall be made available upon request.
5. Ownership and Use of Documents. All documents, drawings, specifications, and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the County whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors.
6. Compliance with laws. Consultant shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this Agreement.
7. Indemnification. The Consultant shall defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers (and their marital communities) 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 Agreement, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine that this Agreement 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, agents and volunteers (and their marital communities) 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 Agreement.
8. Insurance. Prior to commencing work, the Consultant shall obtain at its own cost and expense the following insurance coverage specified below and shall keep such coverage in force during the terms of the Agreement.

Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$500,000 each occurrence with the County named as an additional insured in connection with the Consultant's performance of his Agreement. This insurance shall indicate on the certificate of insurance the following coverage: (a) Owned automobiles; (b) Hired automobiles; and, (3) Non-owned automobiles.

Commercial General Liability Insurance in an amount not less than a single limit of \$500,000 per occurrence and an aggregate of not less than two (2) times the occurrence

amount (\$1,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the contract specifications.

The commercial general liability insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:

- a. Broad Form Property Damage, with no employee exclusion;
- b. Personal Injury Liability, including extended bodily injury;
- c. Broad Form Contractual/Commercial Liability – including coverage for products and completed operations;
- d. Premises – Operations Liability (M&C);
- e. Independent Contractors and subcontractors;
- f. Blanket Contractual Liability.

The County shall be named as an “additional named insured” under all insurance policies required by this Agreement, except Professional Liability Insurance when not allowed by the insurer, and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the County.

Such insurance coverage shall be evidenced by one of the following methods: (a) Certificate of Insurance; or, (b) Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

The Consultant shall furnish the County with properly executed certificates of insurance that, at a minimum, shall include: (a) The limits of overage; (b) The project name to which it applies; (c) The certificate holder as Jefferson County, Washington and its elected officials, officers, and employees with the address of Jefferson County Risk Management, P.O. Box 1220, Port Townsend, WA 98368, and, (d) A statement that the insurance policy shall not be canceled or allowed to expire except on thirty (30) days prior written notice to the County. If the proof of insurance or certificate indicating the County is an “additional insured” to a policy obtained by the Consultant refers to an endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Consultant to obtain the full text of that endorsement and forward that full text to the County. Certificates of coverage as required by this section shall be delivered to the County within fifteen (15) days of execution of this Agreement.

Failure of the Consultant to take out or maintain any required insurance shall not relieve the Consultant from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification of the County.

The Consultant’s insurers shall have no right of recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies, with the exception of Professional Liability Insurance, so affected shall protect all the parties and shall be primary coverage for all losses covered by the above described insurance.

Insurance companies issuing the Consultant's insurance policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of insurance policy.

All deductibles in the Consultant's insurance policies shall be assumed by and be at the sole risk of the Consultant.

Any deductibles or self-insured retention shall be declared to and approved by the County prior to the approval of this Agreement by the County. At the option of the County, the insurer shall reduce or eliminate deductibles or self-insured retention, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Any judgments for which the County may be liable, in excess of insured amounts required by this Agreement, or any portion thereof, may be withheld from payment due, or to become due, to the Consultant until the Consultant shall furnish additional security covering such judgment as may be determined by the County.

Any coverage for third party liability claims provided to the County by a "Risk Pool" created pursuant to Ch. 48.62 RCW shall be non-contributory with respect to any insurance policy the Consultant shall provide to comply with this Agreement.

The County may, upon the Consultant's failure to comply with all provisions of this Agreement relating to insurance, withhold payment or compensation that would otherwise be due to the Consultant.

The Consultant shall provide a copy of all insurance policies specified in this Agreement.

Written notice of cancellation or change in the Consultant's insurance required by this Agreement shall reference the project name and agreement number and shall be mailed to the County at the following address: Jefferson County Risk Management, P.O. Box 1220, Port Townsend, WA 98368.

The Consultant's liability insurance provisions shall be primary and noncontributory with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees, and agents.

Any failure to comply with reporting provisions of the insurance policies shall not affect coverage provided to the County, its officers, officials, employees, or agents.

The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The Consultant shall include all subconsultants as insured under its insurance policies or shall furnish separate certificates and endorsements for each subconsultants. All insurance coverage for subconsultants shall be subject to all the requirements stated in this Agreement.

The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification.

The Consultant shall maintain all required insurance policies in force from the time services commence until services are completed. Certificates, insurance policies, and endorsements expiring before completion of services shall be promptly replaced. All the insurance policies required by this Agreement shall provide that thirty (30) days prior to cancellation, suspension, reduction or material change in the policy, notice of same shall be given to the County Risk Manager by registered mail, return receipt requested.

The Consultant shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

The County reserves the right to request additional insurance on an individual basis for extra hazardous contracts and specific service agreements.

9. Worker's Compensation (Industrial Insurance).

If and only if the Consultant employs any person(s) in the status of employee or employees separate from or in addition to any equity owners, sole proprietor, partners, owners or shareholders of the Consultant, the Consultant shall maintain workers' compensation insurance at its own expense, as required by Title 51 RCW, for the term of this Agreement and shall provide evidence of coverage to Jefferson County Risk Management, upon request.

Worker's compensation insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws.

This coverage shall extend to any subconsultant that does not have their own worker's compensation and employer's liability insurance.

The Consultant expressly waives by mutual negotiation all immunity and limitations on liability, with respect to the County, under any industrial insurance act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

If the County incurs any costs to enforce the provisions of this subsection, all cost and fees shall be recoverable from the Consultant.

10. Independent Contractor. The Consultant and the County agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant specifically has the right to direct and control Consultant's own activities, and the activities of its subconsultants, employees, agents, and representatives, in

providing the agreed services in accordance with the specifications set out in this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded County employees by virtue of the services provided under this Agreement, including, but not limited to: retirement, vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to Jefferson County employees. The County shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.

11. Subcontracting Requirements. The Consultant is responsible for meeting all terms and conditions of this Agreement including standards of service, quality of materials and workmanship, costs, and schedules. Failure of a subconsultant to perform is no defense to a breach of this Agreement. The Consultant assumes responsibility for and all liability for the actions and quality of services performed by any subconsultant.

Every subconsultant must agree in writing to follow every term of this Agreement. The Consultant must provide every subconsultant's written agreement to follow every term of this Agreement before the subconsultant can perform any services under this Agreement. The County Engineer or their designee must approve any proposed subconsultants in writing.

Any dispute arising between the Consultant and any subconsultants or between subconsultants must be resolved without involvement of any kind on the part of the County and without detrimental impact on the Consultant's performance required by this Agreement.

12. Covenant Against Contingent Fees. The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
13. Discrimination Prohibited. The Consultant, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex, or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.
14. No Assignment. The Consultant shall not sublet or assign any of the services covered by this Agreement without the express written consent of the County. Assignment does not

include printing or other customary reimbursable expenses that may be provided in an agreement.

15. Non-Waiver. Waiver by the County of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.
16. Termination.
 - a. The County reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Consultant.
 - b. In the event of the death of a member, partner, or officer of the Consultant, or any of its supervisory personnel assigned to the project, the surviving members of the Consultant hereby agree to complete the work under the terms of this Agreement, if requested to do so by the County. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Consultant and the County, if the County so chooses.
17. Notices. All notices or other communications which any party desires or is required to give shall be given in writing and shall be deemed to have been given if hand-delivered, sent by facsimile, email, or mailed by depositing in the United States mail, prepaid to the party at the address listed below or such other address as a party may designate in writing from time to time. Notices to the County shall be sent to the following address:

Jefferson County Public Works
623 Sheridan Street
Port Townsend, WA 98368

Notices to Consultant shall be sent to the following address:

Perteet Inc
2707 Colby Avenue, Suite 900
Everett, WA 98201
18. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated Agreement between the County and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. No representation or promise not expressly contained in this Agreement has been made. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, by the County within the scope of this Agreement. The Consultant ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in its proposal, and the supporting material submitted by the Consultant, accepts this Agreement and agrees to all of the terms and conditions of this Agreement.
19. Modification of this Agreement. This Agreement may be amended only by written instrument signed by both County and Consultant.

20. Disputes. The Parties agree to use their best efforts to prevent and resolve disputes before they escalate into claims or legal actions. Any disputed issue not resolved pursuant to the terms of this Agreement shall be submitted in writing within 10 days to the Director of Public Works or County Engineer, whose decision in the matter shall be final, but shall be subject to judicial review. If either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this Agreement, each party in such action shall bear the cost of its own attorney's fees and court costs. Any legal action shall be initiated in the Superior Court of the State of Washington for Jefferson County. The parties agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington for Jefferson County.
22. Section Headings. The headings of the sections of this Agreement are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of the sections or this Agreement.
23. Limits of Any Waiver of Default. No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.
24. No Oral Waiver. No term or provision of this Agreement will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.
25. Severability. Provided it does not result in a material change in the terms of this Agreement, if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law.
26. Binding on Successors, Heirs and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties' successors in interest, heirs, and assigns.
27. No Assignment. The Consultant shall not sell, assign, or transfer any of rights obtained by this Agreement without the express written consent of the County.
28. No Third-party Beneficiaries. The parties do not intend, and nothing in this Agreement shall be construed to mean, that any provision in this Agreement is for the benefit of any person or entity who is not a party.
29. Signature in Counterparts. The parties agree that separate copies of this Agreement may be signed by each of the parties and this Agreement shall have the same force and effect as if all the parties had signed the original.

30. Facsimile and Electronic Signatures. The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.
31. Arms-Length Negotiations. The parties agree that this Agreement has been negotiated at arms-length, with the assistance and advice of competent, independent legal counsel.
32. Public Records Act. Notwithstanding the provisions of this Agreement 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, Chapter 42.56 RCW, as may hereafter be amended, the Consultant agrees to maintain all records constituting public records and to produce or assist the County in producing such records, within the time frames and parameters set forth in state law. The Consultant further agrees that upon receipt of any written public record request, Consultant shall, within two business days, notify the County by providing a copy of the request per the notice provisions of this Agreement.

DATED this _____ day of _____, 20_____.

JEFFERSON COUNTY
BOARD OF COMMISSIONERS

Perteet, Inc

Name of Consultant

Kate Dean, District 1

Crystal L. Donner

Consultant Representative (*Please print*)

Heidi Eisenhour, District 2

Crystal L. Donner

(*Signature*)

Greg Brotherton, District 3

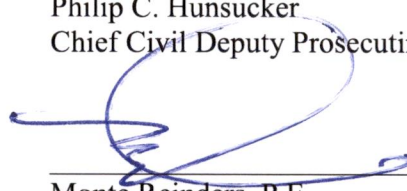
President
Title

December 7, 2023
Date

Approved as to form only:

PRE-APPROVED CONTRACT FORM

Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney



Monte Reinders, P.E. Date
Public Works Director/County Engineer

EXHIBIT A

Scope of Services

Jefferson County Solid Waste Facility Replacement Planning Services

Project #: 20230230.0000

December 2023

Jefferson County Public Works



2707 COLBY AVE, SUITE 900
EVERETT, WA 98201
800.615.9900 | 425.252.7700

SCOPE OF SERVICES

Jefferson County Public Works, Solid Waste Division (Client) requested Perteet (Consultant) prepare this scope of services to support the site selection process for a new Solid Waste Transfer Station (SWTS). This scope of services presents the tasks and activities anticipated to complete the Client's request and is comprised of the tasks outlined below. The fee estimate for the services is provided as Exhibit B, which also includes a Perteet rate schedule. The rate schedule is subject to adjustment in July 2024 and annually thereafter.

Task 100 – Project Management

Consultant Activities:

- Attend a project kick-off meeting with Jefferson County project team.
- Manage budget and submit monthly invoices and progress reports for those periods when Perteet is actively supporting project requirements.
- Participate in team coordination and progress review meetings with the County.
- Facilitate subcontracting with subject matter experts as requested by the County.
- Routine client communications and project administration

Deliverables

- Monthly progress reports
- Meeting summaries

Assumptions:

- One on-line project kick-off meeting (1 hour)
- Eight (8) monthly reports and invoices. Project runs from December 2023 through July 2024.
- Up to six (6) one-hour team coordination meetings with the County.
- Perteet will execute and manage up to three (3) subconsultant agreements with subject matter experts identified by the Client. The fees for subconsultant services will be in addition to the fee proposal for this scope of services.

Task 200 – Technical Studies

Consultant Activities:

- Meet with the County to identify the technical studies needed to support the Client's decision on location alternatives. For the purpose of this scope of services technical studies are expected to include:
 - Noise studies to identify specific background noise levels at proposed sites, assess new noise measurements collected by the County over a one-week period for the existing facility, and evaluate those measurements collected by the Client to establish a preliminary estimate of noise impacts from a new SWTS on up to three (3) parcels identified by the Client.
 - Traffic impact study to assess the impact to intersections within 1-mile of proposed re-location sites. The Consultant will use existing traffic information provided by the Client and extrapolate from existing SWTS vehicle and load counts to identify potential future traffic demand. This information will be compared to intersection levels of service to identify possible transportation facility improvements (turn lanes, signals, signage or other infrastructure)

needed to sustain County level of service standards within 1-mile of up to three (3) parcels identified by the County.

- Critical area assessments to identify site-specific conditions on up to three (3) parcels identified by the County. Assessments will involve the visual reconnaissance of properties to identify potential critical areas (slopes, erosive soils, streams, wetlands, buffers, habitats and others as defined in Jefferson County code). This information will be used to assess the extent of developable real estate on each parcel and how development may be constrained or what mitigations may be required to support site development.
- Cultural resource assessments to identify potentially culturally sensitive areas. Consultant will rely on the State's WISSARD database and other accessible data sets to identify the potential likelihood of encountering sensitive resources at up to three (3) parcels identified by the County.
- Other technical studies as determined by the County. This activity would be performed as directed services through Task 500.

Deliverables:

- Up to 5 technical study memoranda describing and comparing impacts between 3 separate locations identified by the County.

Assumptions:

- One two-day field visit, including travel, for critical area reconnaissance.
- County places and recovers noise monitors and provides noise data to Consultant.
- County provides current LOS information and current list of planned transportation projects.
- County provides for capital improvement cost estimating to address transportation impacts.
- County to provide updated annual vehicle counts for the current SWTS.
- At the time this scope of services was prepared, the level of detail of some studies is unknown. The Client has established a \$40,000 fee for this task. Should additional effort be needed to complete the technical analyses, the Consultant may draw from other task budgets, request funding from "Directed Services Task 500", or require a supplement to the fee estimate.

Task 300 – Public Meeting Support

Consultant Activities:

- Serve as a subject matter expert for public meetings and open house events.
- Participate in public/neighborhood meetings, workshops, open houses, and meetings with the Client's Task Force.
- Prepare meeting exhibits and informational materials to support specific meeting topics.
- Attend one (1) Jefferson County Commission meeting to support the County in presenting project findings and recommendations.

Deliverables:

- Draft and final meeting materials, limited to power point slides to be inserted into County presentation, written summaries of technical studies, and exhibits to support the presentation.

- Meeting summaries.

Assumptions:

- Participate in three task force meetings and one public open house. One task force meeting and the public open house will be in person. The remaining two task force meetings will be virtual.
- Attend one Jefferson County Commission meeting in person.
- County provides for meeting organizing, scheduling, and facilitation.
- Up to one power point, three written summaries, and three exhibits per meeting.

Task 400 – Concept Design Services

Consultant Activities:

- Provide civil engineering services in support of the concept design for a new SWTS for two (2) separate parcels. Consultant effort to include concepts for grading, drainage, utilities from existing systems to the proposed parcels; roadway concept design; concept traffic improvements; and concept cost estimates for civil elements.
- Coordinate with County's architectural consultant to create an integrated concept design for up to two (2) locations.
- Provide comparative analysis of civil engineering features and concept costs.
- Attend one site reconnaissance of up to two locations identified by the County for concept design.

Deliverables:

- Concept civil engineering drawings, narrative descriptions, and concept cost estimates for up to two (2) locations selected by the Client.

Assumptions:

- Civil engineering drawings and concept plans will be at approximately 10% design level, showing primary features and approximate locations and configurations.
- Grading analysis will be based on LIDAR or County provided topography.
- No drainage analysis or engineering studies will be performed.
- Drawings, narratives, and concept costs will be delivered to the Client's architectural consultant for inclusion in their presentation of concept site plans.
- Client to provide all required parcel information.
- Client to develop concept costs for off-site improvements.

TASK 500 Directed Services

The objective of this task is to account for additional services that the Client may wish to direct during the performance of this work. These services may include but are not limited to: supplemental studies, incidental analysis and reporting, preliminary engineering, cost estimating, additional compliance support, environmental

analyses, and public meeting support. The Consultant shall not use Directed Services budget without the prior approval by the Client.

Consultant Activities:

- Prepare directed services scope and fee proposals for Client review and discussion.
- Implement specific task assignments as defined in directed services scope and fee as approved by the Client.

Deliverables:

- As determined by Client approved directed services scope.

Assumptions:

- Directed services tasks will be in accordance with the Perteet rate sheet (attached).

Limitations

Consultant services shall be limited to those expressly set forth in this scope of services. If the service is not specifically identified herein, it is expressly excluded. Perteet shall have no other obligations, duties, or responsibilities associated with the project except as expressly provided in this Scope of Services and any additional services authorized by amendment. Perteet reserves the right to shift funds within the Contract between Tasks, and between members of the Consultant Team during the prosecution of the work. At the time this scope of services was prepared, the level of detail of some studies is unknown. The Client established fixed task budgets for Tasks 200 through 400. Should additional effort be needed to complete the technical analyses, public outreach support or concept design services, the Consultant may transfer funds from other task budgets, request funding from "Directed Services Task 500", or require a supplement to the fee estimate.

The scope of work is designed consistent with the level of skill and care ordinarily exercised by members of the profession currently practicing in the same locality and under similar conditions. The analyses and recommendations described in this scope of services are based on our review of available information at the time of preparing this scope of services. Therefore, the recommended work elements and associated fee estimate are based solely on the limits of information obtained and may be subject to change based on new information that may come to light during the performance of the scope of services.

EXHIBIT B FEE ESTIMATE



Project	Jefferson County SWTS Phase II	Contract Start Date	10/15/2023	Last Update date	11/29/2023
Client	Jefferson County Public Works Department	Contract End Date	10/15/2024	Perteet Project No.	20230203.0000
PM	Peter Battuello	Contract Duration:	12 Months		

Task	Labor Dollars
Task 100 Project Management	\$6,040.00
Total Task 100 Project Management	\$6,040.00
Task 200 Technical Studies	\$39,620.00
Total Task 200 Technical Studies	\$39,620.00
Task 300 Public Meeting Support	\$7,620.00
Total Task 300 Public Meeting Support	\$7,620.00
Task 400 Concept Design Services	\$18,920.00
Total Task 400 Concept Design Services	\$18,920.00
Task 500 Directed Services	\$10,000.00
Total Task 500 Directed Services	\$10,000.00
Total Hours	
Total Dollars	\$82,200.00
Expenses:	
Travel - Allowable	940
Totals:	940
SUMMARY	
Labor	\$82,200.00
Expenses	\$940.00
Subconsultants	\$0.00
CONTRACT TOTAL	\$83,140.00



PERTEET

Schedule of 2023 Billing Rates

<u>Engineering, Planning and Environmental Classifications</u>	<u>2023 Hourly Rate</u>
Principal	350.00
Director	310.00
Senior Associate	245.00
Senior Engineer/Manager	225.00
Lead Engineer/Manager	190.00
Engineer III	165.00
Civil Designer II	145.00
Civil Designer I	125.00
Senior Planner/Cultural Resources Manager	185.00
Lead Planner/Manager	165.00
Cultural Resources Specialist III	145.00
Cultural Resources Specialist II	130.00
Cultural Resources Specialist I	105.00
Planner III	155.00
Planner II	145.00
Planner I	100.00
Sr. Environmental Scientist/Manager	175.00
Lead Environmental Scientist/Manager	160.00
Environmental Scientist III	130.00
Environmental Scientist II	110.00
Environmental Scientist I	90.00
Lead Technician/Designer	145.00
Technician III	130.00
Technician II	105.00
Technician I	85.00
Contract Administrator	130.00
Accountant	125.00
Graphics Specialist	120.00
Clerical	115.00
Emergency Response Rate (immediate response following event)	@ 1.5 times hourly rates
Expert Witness Rates:	
Consulting & Preparation Time	@ standard hourly rates
Court Proceedings & Depositions (4 hour minimum)	@ 1.5 times hourly rates

PerTeet's Hourly Rates are subject to change each year on January 1st.



PERTEET

Schedule of 2023 Billing Rates

Page 2

Direct Expenses**Rate**

Living & travel expenses outside of service area	Cost
Authorized Subconsultants	Cost
Outside Services (printing, traffic counts, etc.)	Cost
Mileage	@ current federal rate

Construction Classifications**2023 Hourly Rate**

Construction Director	325.00
Construction Supervisor	275.00
Construction Engineering Manager	240.00
Senior Construction Manager	230.00
Construction Manager	215.00
Assistant Construction Manager	185.00
Construction Engineer III	165.00
Construction Specialist II	145.00
Construction Specialist I	125.00
Senior Electrical Construction Observer	205.00
Senior Construction Observer	205.00
Construction Observer III	150.00
Construction Observer II	105.00
Construction Observer I	95.00
Senior Office Engineer	175.00
Senior Construction Technician	165.00
Construction Technician III	150.00
Construction Technician II	135.00
Construction Technician I	105.00



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
12/08/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
INSURED Perteet, Inc. PO Box 1186 2707 Colby Avenue, Suite 900 Everett, WA 98201	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Travelers Indemnity Company of CT</td><td>25682</td></tr><tr><td>INSURER B: Travelers Indemnity Company</td><td>25658</td></tr><tr><td>INSURER C: Travelers Property Casualty Company of Ame</td><td>25674</td></tr><tr><td>INSURER D: Travelers Casualty and Surety Company of A</td><td>31194</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Indemnity Company of CT	25682	INSURER B: Travelers Indemnity Company	25658	INSURER C: Travelers Property Casualty Company of Ame	25674	INSURER D: Travelers Casualty and Surety Company of A	31194	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** W31324566**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY	Y		6805J284500	06/27/2023	06/27/2024	EACH OCCURRENCE	\$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☒ LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:						WA STOP GAP	\$ 1,000,000
B	☒ AUTOMOBILE LIABILITY			BA8R747064	06/27/2023	06/27/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
C	☒ UMBRELLA LIAB ☒ EXCESS LIAB			CUP5J284930	06/27/2023	06/27/2024	EACH OCCURRENCE	\$ 5,000,000
	☐ OCCUR ☐ CLAIMS-MADE						AGGREGATE	\$ 5,000,000
	☐ DED ☒ RETENTION \$ 10,000							\$
							PER STATUTE ☒ OTH-ER	WA Stop Gap
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	6805J284500	06/27/2023	06/27/2024	E.L. EACH ACCIDENT	\$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Professional Liability			106321064	06/27/2023	06/27/2024	Per Claim	\$5,000,000
							Aggregate	\$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project #20230203

Project Name: Jefferson County SWTS Phase 2

Per Project Aggregate applies when required by written contract. General Aggregate Capped at \$8,000,000.

Jefferson County Public Works Department is included as an Additional Insured as respects to General Liability as

CERTIFICATE HOLDER**CANCELLATION**Jefferson County Public Works Department
Attn: Al Cairns
623 Sheridan Street
Port Townsend, WA 98368

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

SR ID: 25089215

BATCH: 3238893

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED Perteet, Inc. PO Box 1186 2707 Colby Avenue, Suite 900 Everett, WA 98201	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance
 required by written contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

PERTEET, INC.

Unique Entity ID KKYZFUJ8QT16	CAGE / NCAGE 3FZ82	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Jun 15, 2024	
Physical Address 2707 Colby AVE, STE 900 Everett, Washington 98201-3565 United States	Mailing Address PO Box 1186 Everett, Washington 98206-1186 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Washington 02	State / Country of Incorporation Washington / United States	URL http://www.perteet.com

Registration Dates

Activation Date Jun 21, 2023	Submission Date Jun 16, 2023	Initial Registration Date Jun 16, 2003
--	--	--

Entity Dates

Entity Start Date Dec 3, 1990	Fiscal Year End Close Date Dec 31
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors Subchapter S Corporation
Profit Structure For Profit Organization		

Socio-Economic Types

Self Certified Small Disadvantaged Business

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments
No

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
3FZ82

Points of Contact

Electronic Business

👤
Crystal Donner

**2707 Colby Avenue Suite 900
Everett, Washington 98201
United States**

Government Business

👤
CRYSTAL DONNER

**2707 Colby AVE Suite 900
Everett, Washington 98201
United States**

Past Performance

👤
CRYSTAL DONNER

**2707 Colby AVE Suite 900
Everett, Washington 98201
United States**

Service Classifications

NAICS Codes

Primary
Yes

NAICS Codes
**541330
541320
541340
541360
541490
541618
541620**

NAICS Title
**Engineering Services
Landscape Architectural Services
Drafting Services
Geophysical Surveying And Mapping Services
Other Specialized Design Services
Other Management Consulting Services
Environmental Consulting Services**

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States
**Idaho
Oregon
Washington**

Counties
(blank)

Metropolitan Statistical Areas
(blank)