

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: October 14, 2024

Subject: Supplemental Agreement No. 1 with Van Aller Surveying for Lords Lake Loop Road MP 1.6 Slide Repair, Project No. 18020850

Statement of Issue: Supplemental Agreement No. 1 to the Professional Services Agreement (PSA) executed on March 7, 2022 with Van Aller Surveying of Carlsborg, Washington.

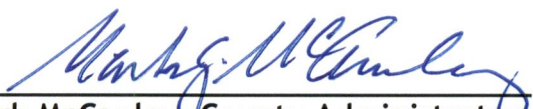
Analysis/Strategic Goals/Pro's & Con's: Public Works is designing a repair for the slide at Lords Lake Loop Road MP 1.6 that occurred in December 2020. The road is currently reduced to one lane alternating traffic. The repair will realign the road away from the slide and re-establish two lanes of travel. The repair is being funded by FEMA and Washington State Emergency Management Dept. The original PSA with Van Aller Surveying was for a topographical and right-of-way survey. Supplement No. 1 is for right-of-way staking, assistance in preparing right-of-way plans, and construction staking.

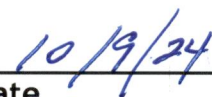
Fiscal Impact/Cost Benefit Analysis: The maximum amount payable under the original agreement was \$10,000. Supplement No. 1 will increase the maximum amount payable by \$8,455 to \$18,455. This will be funded at 90% by FEMA, 5% by Washington State and 5% by the County Road Fund.

Recommendation: Public Works recommends that the Board execute all three (3) originals of Supplemental Agreement No. 1 with Van Aller Surveying, and return two (2) originals to Public Works for further processing.

Department Contact: Mark Thurston, P.E., Project Manager, 385-9160.

Reviewed By:


Mark McCauley, County Administrator


Date

CONTRACT REVIEW FORM
(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Van Aller Surveying

Contract No: PW2024-119

Contract For: Lords Lake Loop Road MP 1.6 -ROW and Construction staking Term:

COUNTY DEPARTMENT:	Public Works
Contact Person:	Mark Thurston, Chris Spall
Contact Phone:	Ext. 210, Ext. 208
Contact email:	mthurston@co.jefferson.wa.us, cspall@co.jefferson.wa.us

AMOUNT: \$8,455.00

PROCESS:

Revenue:	1800000010.33397.01.2085
Expenditure:	545
Matching Funds Required:	yes
Sources(s) of Matching Funds	FEMA (75%) Wash. State (12.5%)
Fund #	
Munis Org/Obj	

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

APPROVAL STEPS:

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

CERTIFIED: ☒ N/A: ☐ Mark Thurston 9-17-24
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: ☐ Mark Thurston 9-17-24
Signature Date

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

✓ Electronically approved by Risk Management on 9/27/2024.

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

✓ Electronically approved as to form by PAO on 10/2/2024.
Pre-approved contract form - no PAO signature needed

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

Supplemental Agreement Number: 1	Organization, Address, and Phone: Van Aller Surveying P.O. Box 757 Carlsborg, WA 98324	
Agreement Number:		
Project Number 18020850	Execution Date: March 7, 2022	Completion Date: None specified
Project Title Lords Lake Loop Road MP 1.6 Slide Repair and Shine Road MP 0.84 Slide Repair	New Maximum Amount Payable: \$18,455.00	
Description of Work: This work consists of right-of-way staking, assistance in preparing right-of-way plans, and construction staking for the Lords Lake Loop MP 1.6 Slide Repair.		

SUPPLEMENTAL AGREEMENT

The Local Agency of Jefferson County Public Works hereby amends the agreement with Van Aller Surveying (“the Agreement”), executed on March 7, 2022.

All provisions in the Agreement remain in effect, except as expressly modified by this Supplemental Agreement.

The changes to the Agreement are described as follows:

I.

The Scope of Work is here amended to include right-of-way staking and construction staking as described in the attached Exhibit A and Exhibit B.

III.

The Budget is hereby amended to increase the maximum amount payable from \$10,000.00 to \$18,455.00. Exhibit B includes a budget breakdown.

This Supplemental Agreement shall be effective upon execution by both parties. Work performed consistent with the Agreement prior to execution of this Supplemental Agreement is hereby ratified.

In witness whereof, the parties hereto have executed this Supplemental Agreement Number 1 as shown below.

(Consultant Firm Name)

COUNTY OF JEFFERSON
BOARD OF COMMISSIONERS

Van Aller Surveying

Consultant's Name (Please print)

Kate Dean, District 1

Date

Brian W. Allen
Consultant's Signature

Heidi Eisenhour, District 2

Date

10/04/24
Date

Greg Brotherton, District 3

Date

Approved as to form only:

PRE-APPROVED CONTRACT FORM

Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney

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

9/10/24
Date

EXHIBIT A SCOPE OF WORK

Location of Project: Jefferson County, Lords Lake Loop Road MP 1.72

Project Title: Lords Lake Loop Road MP 1.72 Slide Repair

TASK 1 – Right of Way

Work shall include:

1. Provide staking and/or flagging to delineate the easement boundary determined by Jefferson County. Locate any trees within the easement area that were not located on the original topographic survey performed by Van Aller Surveying. The staked/flagged boundary is necessary for Right of Way negotiations with the landowner, and to perform a timber cruise.
2. Provide legal descriptions of the temporary and permanent easements determined by Jefferson County. The legal descriptions will be used by Jefferson County in the preparation of easement agreements, and Right of Way Plans. Easement agreements and Right of Way Plans will be prepared by Jefferson County.

TASK 2 – Construction Staking

Work shall include:

Preparation

1. Coordinate work with Agency.
2. Review of proposed project construction plans and AutoCAD drawings provided by the Agency. Calculation and preparation of points for construction staking. Uploading of field staking data to surveying equipment.
3. Establish additional surveying control for construction staking as needed.

Roadway surveying

1. Establish clearing and grubbing limits, placing stakes at all angle points and at intermediate points not more than 50 feet apart.
2. Establish slope stakes for re-grading of rock slope adjacent to road, necessary for road re-alignment.

3. Establish centerline of Lords Lake Loop Road new alignment (Station 10+00 to Station 15+71) by placing hubs, stakes, or marks on centerline or on offsets to centerline at all curve points and at points on the alignment spaced no further than 50 feet.
4. Establish roadbed surfacing elevations by placing stakes at top of crushed surfacing base course layer. Surfacing stakes shall be set at horizontal intervals not greater than 50 feet in tangent sections, and 25 feet in curve sections.

For roadway surveying, surveying accuracy shall be within the following tolerances:

	<u>Vertical</u>	<u>Horizontal</u>
Slope stakes	±0.10 feet	±0.10 feet
Stationing on roadway	N/A	±0.1 feet
Alignment on roadway	N/A	±0.04 feet
Surfacing grade stakes	±0.01 feet	±0.5 feet (parallel to alignment)
		±0.1 feet (normal to alignment)

EXHIBIT B

VAN ALLER SURVEYING

P.O. Box 757
Carlsborg, WA. 98324
(360) 683-3438 Fax (360) 683-3241

PROFESSIONAL SERVICES PROPOSAL

Date: September 16, 2024

Client: Jefferson County Department of Public Works
623 Sheridan Street
Port Townsend, WA 98368

Submitted by: Van Aller Surveying
WA Lic. #35986, Certified Federal Surveyor #1061
P.O. Box 757
Carlsborg, WA 98324

Project: Lords Lake Loop Road MP 1.72

Scope of Services

The work under this proposal consists of all staking necessary to complete construction staking and Right of Way work for Jefferson County, Lords Lake Loop Road M.P. 1.72 project. The horizontal and vertical datums for the project will be consistent with the work previously performed by this office at the site.

Tasks to be completed are as follows:

Task 1- Right of Way and Easement staking.

- A. Coordinate work
- B. Auto cad manipulation and point calculations (uploads)
- C. Stake the Easement boundary as determined by the County
- D. Prepare Legal Descriptions of the temporary and permanent Easements
- E. Locate trees not previously shot within the Easement area

Task 2- Construction staking:

- A. Set clearing limits
- B. Slope stake roadway
- C. Set centerline grade hubs at top of crushed surfacing layer
- D. Miscellaneous staking (as requested by agency or contractor)

Costs:

Task 1- Right of Way and Easement staking	\$3,250
Task 2- Construction Staking	\$4,980
Materials (Hubs, lath, whiskers)	<u>\$225</u>
Project Total:	\$8,455

Time:

The consultant requires a 2 business day advance notice of staking requests for scheduling and calculation purposes.

General Requirements:

The consultant shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this proposal. The consultant shall indemnify and hold the Client, and their officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the consultant's negligence or breach of any of its obligations under this proposal.

Insurance Coverage:

The consultant during the term of this proposal shall provide the following Insurance coverages.

- A. Worker's compensation and employer's liability insurance as required by the state.
- B. General commercial liability insurance in an amount not less than a single limit of \$1,000,000.00 for bodily injury, including death and property damage per occurrence.
- C. Professional Liability Insurance with limits no less than \$2,000,000.00 limit per occurrence.
- D. Automobile Liability insurance with limits no less than \$1,000,000.00 combined single limit per accident for bodily injury and property damage.

LIST OF CHARGES FOR PROFESSIONAL SERVICES

Professional services

Classification – Office services

Professional Land Surveyor	\$125/hr
Survey Technician III	\$75/hr

Classification – Field Services

Two-Man Survey Crew	\$205/hr
One-Man	\$140/hr

Outside Professional Consultants and Services

(when paid by Van Aller) Cost + 5%

Original
agreement

PROFESSIONAL SERVICES AGREEMENT FOR
LORDS LAKE LOOP RPOAD M.P. 1.6 SLIDE REPAIR
SHINE ROAD M.P. 0.84 SLIDE REPAIR

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

1. **Project Designation.** The Consultant is retained by the County to perform Surveying and topographic mapping for the Lords lake Loop Road M.P. 1.6 Side Repair and the Shine Road M.P. 0.84 Slide Repair.
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 shall perform all services and provide all work products 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 \$ 10,000.00 without express written modification of the 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. Consultant shall not be held liable for reuse of documents or modifications thereof, including electronic data, by County or its representatives for any purpose other than the intent of this Agreement.
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 this 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 one million dollars (\$1,000,000) per occurrence and an aggregate of not less than two (2) times the occurrence amount (\$2,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the contract specifications.

The 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.

Professional Liability Insurance. The Consultant shall maintain professional liability insurance against legal liability arising out of activity related to the performance of this Agreement, on a form acceptable to Jefferson County Risk Management in the amounts of not less than \$1,000,000 Each Claim and \$2,000,000 Aggregate. The professional liability insurance policy should be on an “occurrence” form. If the professional liability policy is “claims made,” then an extended reporting period coverage (tail coverage) shall be purchased for three (3) years after the end of this Agreement, at the Consultant’s sole expense. The Consultant agrees the Consultant’s insurance obligation to provide professional liability insurance shall survive the completion or termination of this Agreement for a minimum period of three (3) years.

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.

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 the 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 both parties and be primary coverage for all losses covered by the above described insurance.

Insurance companies issuing the 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 policy.

All deductibles in the above described 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.

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.

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 policy of insurance the Consultant must provide in order 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'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 subconsultant. All insurance provisions for subconsultants shall be subject to all the requirements stated herein.

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 subconsultant in writing.
- Any dispute arising between the Consultant and any subconsultant or between subconsultant 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 contract 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:

Van Aller Surveying
P.O. Box 757
Carlsborg, WA 98324
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.
21. 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 7th day of March, 20 22.

JEFFERSON COUNTY
BOARD OF COMMISSIONERS

Van Aller Surveying
Name of Consultant

BRIAN VAN ALLER
Consultant Representative (Please print)

R L al
(Signature)

OWNER
Title

2/25/22
Date

[Signature]
Kate Dean, District 1

[Signature]
Heidi Eisenhour, District 2

[Signature]
Greg Brotherton, District 3

Approved as to form only:

PRE-APPROVED CONTRACT FORM
Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney

[Signature] 2.25.22
Monte Reinders, P.E. Date
Public Works Director/County Engineer

EXHIBIT A SCOPE OF WORK

Location of Project: Jefferson County, Lords Lake Loop Road MP 1.6 Slide and Shine Road MP 0.84 Slide

Project Title: Lords Lake Loop Road MP 1.6 Slide Repair and Shine Road MP 0.84 Slide Repair

Maximum Amount Payable Per Task Assignment: To be determined

Completion Date: Within 60 days of Notice to Proceed

Scope of Work:

This work consists of completing surveying and mapping to prepare a base map depicting existing topography and roadway features at two small landslide locations. Work will also include determining the existing county right of way and depicting it on the base map developed for each slide location. The information will be used by Jefferson County to develop and analyze alternatives for restoration of the roadways, and subsequently to develop plans, specifications, and estimates.

TASK 1 – EXISTING CONDITIONS TOPOGRAPHIC BASE MAPS

Topographic and Base Map work shall include:

1. Develop topographic data within the following described areas:

Lords Lake Loop Road MP 1.6 Slide Repair

The anticipated repair for this slide will shift the road centerline approximately 12 feet away from the slide. Lords Lake Loop Road will be closed during construction, so the preliminary surveying will not need to include considerations for a bypass for traffic during construction. The roadway realignment is anticipated to be approximately 400 feet long. Topographic information along the roadway for 300 ft. on each side of the slide, and extend approximately 15 feet from the paved surface on the stream side and 15 feet from the existing edge of pavement cut bank side (side away from the stream) shall be mapped. On the side away from the stream all trees over 6" trunk diameter at 4 feet above ground 45 feet or closer to the existing road centerline shall be located. LiDAR will be used to generate topography outside the mapped area. These distances are approximate and may be longer or shorter depending on the terrain. Mapping will be at sufficient densities to generate 2-foot contours. The ground elevations at the trees and other locations will be used by the County's staff to determine if the LiDAR generated contours and mapping generated contour and elevations are on the same horizontal and vertical datum.

Shine Road MP 0.84 Slide Repair

The anticipated repair for this slide will shift the road centerline approximately 12 feet away from the slide. Shine Road will be closed during construction, so the preliminary surveying will not need to include considerations for a bypass for traffic during construction. The roadway realignment is anticipated to be approximately 400 feet long. Topographic information along the roadway for 300 ft. on each side of the slide, and extend approximately 15 feet from the paved surface on the south (Hood Canal) side and 40 feet from the existing edge of pavement north side shall be mapped. These distances are approximate and may be longer or shorter depending on the terrain. Mapping will be at sufficient densities to generate 2-foot contours.

2. Mapping will include all substantial features including edges of paving, edges of gravel, break lines, striping, structures, drainage structures, above and below ground utilities, channels, and trees with a dbh of 4" or larger. Trees need to be located only on the north side of Shine Road and the northeasterly side of Lords Lake Loop Road.
3. Depending on the level of effort required, establish a grid tied (State Plane South), or an assumed horizontal and vertical control within the project area. Four local control points shall be established in areas where disturbance from road maintenance activities will not occur and where they can be easily reoccupied for later work and construction staking as necessary.
4. Prepare hard copies of the existing conditions plan drawing depicting project control, topography (contours), and other features listed in this scope. Plans shall be prepared in general accordance with the WSDOT Plans Preparation Manual.
5. Provide all data electronically in an AutoCAD version compatible with current Agency software (AutoCAD and Civil 3D 2021), for Agency use in developing engineering plans and quantity takeoffs.
6. Develop a digital terrain model for use by the Agency and their Civil engineering consultants in developing road plans. The digital terrain model shall be provided as a file that can be opened with Civil 3D 2021.

TASK 2 – DETERMINE EXISTING COUNTY RIGHT OF WAY

Task 2 will consist of the following items of work:

1. Perform field work and research necessary to establish the existing County right of way and adjacent ownerships for the two location.
2. Combine the right of way and ownership data with the existing topographical survey prepared under Task 1.
3. Coordinate with Jefferson County to determine if additional permanent and/or temporary right of way is needed in order to construct the slide repairs. If easements or additional right of way is required, prepare easement or right of way plans and legal descriptions.

Deliverables:

- Existing County right of way and adjacent ownerships shown on the topographical survey.

FUTURE WORK

The Consultant may be considered for the following future work: Record of Survey, Monumentation, and Construction Staking.

EXHIBIT B

For

PROFESSIONAL SERVICES AGREEMENT
NAYLORS CREEK CULVERT REPLACEMENTS
LORDS LAKE LOOP RD. MP 1.6 SLIDE REPAIR
SHINE RD. MP 0.84 SLIDE REPAIR

VAN ALLER SURVEYING

P.O. Box 757
Carlsborg, WA. 98324
(360) 683-3438 Fax (360) 683-3241

LIST OF CHARGES FOR PROFESSIONAL SERVICES

Prices effective January, 2022

Professional services

a) Classification – Office services

Professional Land Surveyor	\$125/hr
Survey Technician III	\$75/hr

b) Classification – Field Services

Two-Man Survey Crew	\$ 195/hr
One-Man	\$ 140/hr

Outside Professional Consultants and Services
(when paid by Van Aller) Cost + 5%