JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA **REQUEST**

TO: Board of County Commissioners
Mark McCauley, County Administrator

FROM : Phil Cecere, Building Official Fire Marshal
Josh Peters, DCD Director
Chelsea Pronovost, DCD Admin Manager

DATE: 9/18/2023

SUBJECT: On Call Building and Fire Services Consultant

STATEMENT OF ISSUE:
The County build team has several projects within the coming years that will require temporary additional talent for plan review and inspection of complicated projects. Times of unusually heavy permit application submittal as expected within the next few years. Two firms were selected as finalists with each having specialized skill sets in separate disciplines with some overlap, giving us the maximum flexibility to delegate tasks to suit changing needs. Among the respondents to a Request for Qualifications, the finalist selected has extensive, high quality experience with complex building Plan Review and Inspection services. This consultant has a specialized skillset for fire code and application, which will be a valuable asset to help with the formation and build out of the Office of the Fire Marshal. Townzen and Associates' President has previously served as the Washington State Chief Deputy Fire Marshal.

ANALYSIS:
DCD Building team is expecting an increase in permit application submittal activity in the near future and is looking to supplement staffing on an as needed basis for complicated project review and inspection services. Pleasant Harbor Master Plan Resort is one of the projects currently expected to begin within this contract timeline. Townzen and Associates will provide guidance on the creation and implementation of several public safety programs in the coming years to complement CWPP, CWSP and WUI implementation.

FISCAL IMPACT:
Not to exceed Thirty thousand dollars and zero cents ($30,000) from the commencement of this contract without written consent from the billing official. The cost of this contract will be covered by permit application fees and current staffing agreements for review services. This consultant has extensive knowledge of fire code enforcement and has offered to assist in the creation of the Office of the Fire Marshal, these fees would be largely covered by existing budget line items in the 2024-2025 biannual budget.

RECOMMENDATION:
Staff recommends that the Board approve the attached contract.

REVIEWED BY:

(for)

Mark McCauley, County Administrator

9.14.23

Date

Clear Form

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: Townzen and Associates, LLC Contract No: 2023DCD-Townzen

Contract For: On Call Building and Fire Services Term: September 2023-August 2028

COUNTY DEPARTMENT:	Community Development
Contact Person:	Chelsea Pronovost
Contact Phone:	360-379-4494
Contact email:	cpronovost@co.jefferson.wa.us

AMOUNT: $30,000

Revenue:	$30,000
Expenditure:	$30,000
Matching Funds Required:	
Sources(s) of Matching Funds	
Fund #	143
Munis Org/Obj	14355870 /410000

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] Signature 9/5/2023 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] Signature 9/5/2023 Date

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

Electronically approved by Risk Management on 9/12/2023.

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

Electronically approved as to form by PAO on 9/6/2023.
Approved as to form 9/6/23

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
ON CALL BUILDING AND FIRE MARSHAL SERVICES

THIS PROFESIONAL SERVICES AGREEMENT FOR ON CALL BUILDING AND FIRE MARSHAL SERVICES ("this Agreement") is entered into between the County of Jefferson, a municipal corporation ("the County"), and Townzen and Associates, Inc. (UBI Number:603 449 070, "the Contractor"), in consideration of the mutual benefits, terms, and conditions specified below.

1. Project Designation. The Contractor is retained by the County to perform the following Project: On Call Building and Fire Marshal Services including, but not limited to plan review, inspections and services for the fire marshal in connection with the fire marshal's responsibilities contained in Chapter 2.40 JCC.

2. Scope of Services. The Contractor agrees to perform On Call Building and Fire Marshal Services including, but not limited to plan review, inspection and the services identified on Exhibit "A" attached hereto including the provision of all labor.

3. Time for Performance. This Agreement shall commence on 1 August 2023 and continue through 31 July 2028. Work performed consistent with this Agreement during its term, put prior to the adoption of this Agreement, is hereby ratified. The Contractor shall perform all services pursuant to this Agreement as outlined above in Section 2. Time is of the essence in the performance of this Agreement.

4. Payment. The Contractor 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 the Contractor shall be made as provided on Exhibit "B" attached hereto, provided that the total amount of payment to the Contractor shall not exceed $30,000 without express written modification of this Agreement signed by the County.

    b. Invoices must be submitted by the 15th of the month for the previous month's expenses. Such invoices shall be checked by the County, and upon approval thereof, payment shall be made to the Contractor in the amount approved. Failure to submit timely invoices and reports pursuant to Exhibit "B" of this Agreement may result in a denial of reimbursement. Invoices not submitted within 60 days may be denied.

    c. Final payment of any balance due the Contractor of the total contract price earned shall be made promptly upon its ascertainment and verification by the County after the completion of the work and submittal of reports under this Agreement and its acceptance by the County.

    d. Consultant shall be paid all reasonable and necessary work. Consultant shall bill time in quarter hour increments and provide a reasonable description of the work performed. Quarter hour increments shall be the minimum billing increment for invoices. Consultant shall provide invoices and necessary backup documentation for all services including timesheets and statements (specifying the services provided).

e. The Contractor'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 six (6) years after final payments. Copies shall be made available upon request.

5. Ownership and Use of Documents. All non-confidential or de-identified documents, drawings, specifications, and other materials produced by the Contractor 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 Contractor shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with the Contractor's endeavors. The Contractor 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. The Contractor 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 Contractor shall indemnify and hold harmless the County, its past or present employees, officers, agents, elected or appointed officials or volunteers (and their marital communities), from and against all claims, losses or liability, or any portion thereof, including reasonable attorney's fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to the Contractor's own employees, or damage to property occasioned by a negligent act, omission or failure of the Contractor. The Contractor shall be liable only to the extent of the Contractor's proportional negligence. The Contractor specifically assumes potential liability for actions brought against the County by the Contractor's employees, including all other persons engaged in the performance of any work or service required of the Contractor under this Agreement and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the state industrial insurance law, Title 51 R.C.W. The Contractor recognizes that this waiver was specifically entered into pursuant to provisions of R.C.W. 4.24.115 and was subject of mutual negotiation.

8. Insurance. Prior to commencing work, the Contractor 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 this Agreement.

   a. 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 Contractor'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.

b. 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:

   i. Broad Form Property Damage, with no employee exclusion;

   ii. Personal Injury Liability, including extended bodily injury;

   iii. Broad Form Contractual/Commercial Liability – including coverage for products and completed operations;

   iv. Premises – Operations Liability (M&C);

   v. Independent Contractors and subcontractors; and,

   vi. Blanket Contractual Liability.

c. Professional Liability Insurance. The Contractor 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 periods coverage (tail coverage) shall be purchased for three (3) years after the end of this Agreement, at the Contractor's sole expense. The Contractor agrees the Contractor'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.

d. 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.

e. 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.

f. The Contractor 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 Community Development Department621 Sheridan Street, 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 Contractor 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 Contractor 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.

g. Failure of the Contractor to take out or maintain any required insurance shall not relieve the Contractor 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.

h. The Contractor'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.

i. 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.

j. All deductibles in the above described insurance policies shall be assumed by and be at the sole risk of the Contractor.

k. 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 Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

l. Insurance companies issuing the Contractor'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.

m. 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 Contractor until the Contractor shall furnish additional security covering such judgment as may be determined by the County.

n. 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 Contractor must provide in order to comply with this Agreement.

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

p. The Contractor'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.

q. 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.

r. The Contractor'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.

s. The Contractor shall include all subcontractors as insured under its insurance policies or shall furnish separate certificates from each subcontractor. All insurance provisions for subcontractors shall be subject to all the requirements stated herein.

t. 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.

u. The Contractor 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 Jefferson County Risk Manager by registered mail, return receipt requested.

v. The Contractor 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.

w. 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).

a. If and only if the Contractor 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 Contractor, the Contractor 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 Manager, upon request.

b. 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.

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

d. The Contractor 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.

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

10. Independent Contractor. The Contractor and the County agree that the Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. The Contractor specifically has the right to direct and control the Contractor's own activities, and the activities of its subcontractors, 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 the Contractor nor any employee of the Contractor 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 the Contractor, or any employee of the Contractor.

11. Subcontracting Requirements.

a. The Contractor 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 subcontractor to perform is no defense to a breach of this Agreement. The Contractor assumes responsibility for and all liability for the actions and quality of services performed by any subcontractor.

b. Every subcontractor must agree in writing to follow every term of this Agreement. The Contractor must provide every subcontractor's written agreement to follow every term of this Agreement before the subcontractor can perform any services under this Agreement. The Jefferson County Community Development Director or their designee must approve any proposed subcontractors in writing.

c. Any dispute arising between the Contractor and any subcontractors or between subcontractors must be resolved without involvement of any kind on the part of the

County and without detrimental impact on the Contractor's performance required by this Agreement.

12. Covenant Against Contingent Fees. The Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, 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 Contractor, 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 Contractor, with regard to the work performed by it under this Agreement, shall not discriminate on the grounds of race, color, national origin, religion, creed, age, gender, sexual orientation, material status, 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 Contractor 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. A parties may terminate this Agreement at any time by giving ten (10) days written notice to the other party .

    b. The Contractor understands and agrees that County may terminate this Agreement in whole or in part, with 10 days' notice, in the event that expected or actual funding from any funding source is withdrawn, reduced, or limited in any way after the effective date of this Agreement. In the event of termination under this clause, the County shall be liable for only payment for services rendered prior to the effective date of termination.

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 Risk Manager

P.O. Box 1220
Port Townsend, WA 98368

Notices to the Contractor shall be sent to the following address:
Townzend & Associates, Inc.
221 Kenyon St NW #102, Olympia, WA 98502

18. Integrated Agreement. This Agreement together with attachments or addenda represents the entire and integrated Agreement between the County and the Contractor 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 Contractor ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in its proposal, and the supporting material submitted by the Contractor, 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 Contractor.

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 County Risk Manager, 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 Contractor 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. No Assignment. The Contractor shall not sell, assign, or transfer any of rights obtained by this Agreement without the express written consent of the County.

27. 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.

28. 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.

29. Facsimile and Electronic Signatures. The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.

30. 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.

31. 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 Contractor 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 Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two business days, notify the County by providing a copy of the request per the notice provisions of this Agreement. This Agreement, once executed, will be a "public record" subject to production to a third party if same is requested pursuant to the Washington Public Records Act, Chapter 42.56 RCW, as may hereafter be amended.

32. Confidentiality. With respect to all information relating to County that is confidential and clearly so designated, as required by the Health Insurance Portability and Accountability Act (HIPAA) and any other applicable privacy laws, the Contractor agrees to keep such information confidential. The Contractor shall not disclose, transfer, or sell any such information to any party, except as provided by law or, in the case of personal information, with the prior written consent of the person to whom the personal information pertains. The Contractor shall maintain the confidentiality of all personal information and other

information gained by reason of this Agreement, and shall return or certify the destruction of such information if requested in writing by Jefferson County.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

SIGNATURE PAGE

JEFFERSON COUNTY
BOARD OF COMMISSIONERS

Townzen & Associates, Inc

Name of the Contractor

Greg Brotherton, Chair

Les Townzen

Contractor Representative *(Please print)*

Kate Dean, Member

Les Townzen

Digitally signed by Les Townzen
DN: C=US, E=les@townzen-consulting.com, O="Townzen & Associates, Inc", CN=Les Townzen
Reason: I agree to the terms defined by the placement of my signature on this document
Date: 2023.08.28 11:59:39-07'00'

(Signature)

Heidi Eisenhour, Member

President

Title

8/28/2023

Date

SEAL:

ATTEST:

Carolyn Galloway, CMC DATE
Clerk of the Board

Approved as to form only:

Barbara D. Ehrlichman 09/06/23

Philip C. Hunsucker DATE
Chief Civil Deputy Prosecuting Attorney

EXHIBIT "A"

Jefferson County

On Call Building And Fire Marshal Services

SCOPE OF SERVICES

Plan Review

The County shall determine which plans and building permit applications shall be reviewed by Consultant. Consultant shall review such plans submitted with building permit applications for structural, non-structural and code compliance in accordance with JCC 15.05.030, which adopts the International and Uniform Codes adopted by the State of Washington, with exceptions, in Chapter 51-11 (Washington State Energy Code and Amendments), Chapter 51-50 WAC (International Building Code), Chapter 51-51 (International Residential Code), Chapter 51-52 WAC (International Mechanical Code), Chapter 51-54 WAC (International Fire Code), and Chapter 51-56 WAC (Uniform Plumbing Code and Plumbing Code Standards) (collectively "Building Codes"), except that Consultant shall obtain approval from the Building Official on any portion of the review that specifically requires the approval of the Building Official as specified in the Building Codes).

A. The specified services to be performed by Consultant shall be specified in a Letter of Authorization issued by the Building Official for each set of plans and permit application.

B. Consultant shall not design for applicants, make any structural changes on the plans, or make any changes that directly contradict other information on the plans.

C. Reviews shall be conducted by Consultant and under direction of the Building Official or their designee.

D. If corrections or additions are required, Consultant shall write a comment letter addressed to the applicant. The County or, Consultant at the direction of the Building Official or their designee, shall provide the comment letter, along with any additional County requirements to the applicant. The comment letter shall indicate to the applicant that they are required to submit the revisions/additions once addressed to Consultant per the submittal requirements or guideline checklists for the permit type under review.

E. When the plans and applications are consistent with the Building Codes, Consultant shall indicate that the plans and applications have been reviewed and found to be in substantial compliance with the applicable Building Codes. The reviewer's name and date of compliance shall be affixed to each sheet of the required digital submittal documents. In the event digital submittal documents are not available, up to two sets of drawings (as provided by the applicant) including the cover sheet shall be stamped in the same manner and provided back to the Building Official or their designee.

F. Full reviews shall include structural, non-structural, accessibility, energy, and ventilation requirements as applicable. Partial reviews shall be indicated herein as either structural or non-structural or as mutually agreed upon. Initial reviews shall be within the timelines identified below.

Process

A. The County reserves the right to determine the process and method of work by Consultant. At its sole option, the County shall determine if it wishes to contract with Consultant on a time and materials basis or a percentage basis and as agreed upon by the Building Official or their designee and Consultant.

B. The County shall notify Consultant in writing which plans and applications are to be reviewed by Consultant.

C. The County shall intake, track, and process the permit applications and all revisions per current building and permit administration procedures through in-house platforms which may include paper or electronic processing. Consultant shall conduct its services on both these platforms.

D. Electronic application submittal, review, and approval shall be coordinated by the County through the County platform. Consultant shall identify its staff who shall have user access to and participate in the County platform. All submittal materials from applicant shall be digital PDF or other compatible file type (e.g., .jpg or .tiff). Consultant shall perform the reviews and coordination in the same manner using Bluebeam Revu PDFs and Word documents.

E. For transmission of application materials received through the in-house platform, electronic files between the County and Consultant shall be via a file transfer method such as a Liquidfiles file link, a SharePoint file link, an FTP link, a cloud-based file link. The County application materials generally shall be available within the platform and shall not require file transfer. Email may be used on a project-by-project bases at the discretion of the Building Official or their designee.

F. For transportation of non-electronic documents, Consultant shall be responsible for the transportation and cost of returning permit review documents back to the County. The County shall be responsible for the transportation and cost of delivering permit review non-electronic documents to Consultant.

G. Consultant shall conduct the initial review, revisions or additional information and shall either indicate compliance with the Building Codes against which it was checked and notify the County of compliance, or if the drawings are still not as required, contact the applicant and the County with additional revision requests within the time frames specified below, unless negotiated otherwise:

Project Type*	Initial Review	Re-Review
Single-Family	10 working days (2 weeks)	10 working days (1 – 2 weeks)
Multi-Family	15 - 20 working days (3 - 4 weeks)	10 working days (2 weeks)
Commercial	20 - 30 working days (4 - 5 weeks)	15 working days (3 weeks)

*These timelines are subject to changes to applicable County rules and regulations and RCW as amended.

H. The review timelines set forth above may be revised for any given project, upon written consent of both the County and Consultant.

I. Consultant shall not be held responsible for delays attributable to any force majeure events. For the purposes of this section, an event of force majeure shall mean any cause beyond the control of the either party including but not restricted to, acts of God, flood, drought, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, acts of public enemy, explosions, orders, regulations or restrictions imposed by governmental, military, or lawfully established civilian authorities, which, in any of the foregoing cases, by exercise of due diligence such party could not reasonably have been expected to avoid, and which, by the exercise of due diligence, it has been unable to overcome. Force majeure does not include (i) a failure of performance that is due to an affected party's own negligence or intentional wrongdoing; (ii) any removable or remediable causes (other than settlement of a strike or labor dispute) which an affected party fails to remove or remedy within a reasonable time; or (iii) economic hardship of an affected party.

Building Inspection Services

Consultant shall provide a certified building inspector, or state licensed Design Professional to perform the following services on an as-needed, on-call basis for Residential and Commercial buildings:

A. Upon authorization by the Building Official or their designee, the inspector shall perform building inspection services for the County.

B. At the request of the Building Official or their designee, the inspector shall be asked to perform one or more of the following inspection tasks:

1. Non-structural fire and life safety inspections;
2. Structural inspections;
3. Energy code inspections;

4. Barrier free ADA inspections;
5. Mechanical & plumbing inspections;
6. Fire sprinkler inspections; or,
7. Fire system inspections.

C. Inspector shall provide building inspections in accordance with the currently adopted International Codes, Washington State Building Code (WAC 51-50 and 51-51), and Energy Code (WAC 51-11), and the applicable County Building Codes, except that inspector shall obtain approval from the Building Official or their designee on any portion of the review that specifically requires an approval of the Building Official under the applicable code(s), or that involves an unusual interpretation.

D. Inspections shall be done in accordance with all codes, ordinances and regulations in effect and shall be performed in a courteous and professional manner. Up-to-date records of inspection status shall be maintained in the manner required for the specific project and on the office copy of the permit. Inspections can be negotiated to be in person or virtual remote inspection, or as requested otherwise by the County. *Note: Plan review approvals are not inspections.*

Additional Services Required

A. Pre-permit plan review meetings to review code requirements and County permit coordination shall be charged at the hourly rates identified in the Labor Rate Schedule.

B. Review of supplemental plans or deferred submittals (information not provided at time of initial review but required for plan approval, i.e., truss specification/plans, mechanical,

C. plumbing, etc.) shall be charged at the hourly rates identified in the Labor Rate Schedule.

D. Revisions to plans that require additional plan review shall be charged at the hourly rates identified in the Labor Rate Schedule.

E. Addendums to approved plans that require additional plan review shall be charged at the hourly rates identified in the Labor Rate Schedule.

F. Attendance of meetings in person or remotely when requested by the County shall be charged at the hourly rates identified in the Labor Rate Schedule.

G. All other review services and reviews in excess of two (the initial review plus one re-check) shall be paid on a time-and-expense basis using the applicable hourly rate identified in the Labor Rate Schedule.

H. In-house plan review and other services shall be provided as desired by the County and agreed upon by Consultant on a time-and-expense basis using an hourly rate identified in the Labor Rate Schedule.

I. Valuation figures used to determine the plan review fees shall be calculated based on the County's Fee Resolution or ordinance. The plan review fee shall be determined by the County and the proposed plan review fee amount shall be submitted to Consultant for each project for review and approval.

J. Billing statements shall be issued for reviews that receive a full initial review in the preceding month or other acceptable time period. A full initial review shall constitute an earned fee for both the County and Consultant. Each statement shall include the permit application number and owner or project name of the plans reviewed with the fee.

K. The County shall have the right to withhold payment to Consultant for any work not completed in a satisfactory manner until such time that Consultant modifies such work to the satisfaction of the County.

L. Hourly rates shown are portal to portal from inspector's residence or the Consultant' office, whichever is less for on-call services.

M. All mileage included by Consultant shall be reimbursed at the most current IRS rate at the time of service, or as negotiated and mutually agreed upon by Consultant and the County for fixed mileage rate. Mileage shall not be assessed on travel using client supplied vehicle.

N. Consultant staff's normal workdays are Monday through Friday (8am~5pm, PST). Office work on Saturdays, Sundays or County Holidays shall be performed only at specific request of the County. Billing for work performed outside normal work hours or on Saturdays, Sundays, or County Holidays shall be at 150% of the rates shown above.

O. This Labor Rate Schedule is effective as of January 1, 2023 and shall be effective for the duration of this Agreement or until amended and mutually agreed upon by Consultant and the County.

EXHIBIT "B"
PAYMENT

All applicable County building permit fees are outlined in **JCC** 15.05.030(1), which adopts Chapter 51-50 WAC, using the metric provided by the ICC Building Evaluation table below.

	Fee Type	Fee Amount
D.	**GENERAL REQUIREMENTS FOR ALL CONSTRUCTION-RELATED PERMITS**	
	Building Permit fees shall be based upon valuation. The valuation shall be determined by the Building Official. For most projec the square footage costs in the most current Building Valuation Data Table published by the International Code Council (ICC) may be employed. For projects not covered by the table construction estimation tools such as Construction Cost Data by R.S. Means or the BNI *Construction Costbook* may be referenced as a guide.	
	Administrative Fee - Includes a technology fee equal to 2% of the total building permit cost.	
	Permit fees shall be calculated from valuation in the following manner:	
	Valuation	**Corresponding Permit Fee**
	$0 - $500	$30.00
	$501 - $2,000	$30.00 for the first $500.00 plus $4.00 for each additional $100 or fraction thereof, to and including $2,000.
	$2,001 - $25,000	$90.00 for the first $2,000.00 plus $17.50 for each additional $1,000 or fraction thereof, to and including $25,000.
	$25,001 - $50,000	$492.50 for the first $25,000.00 plus $12.50 for each additional $1,000 or fraction thereof, to and including $50,000.
	$50,001 - $100,000	$805.00 for the first $50,000.00 plus $9.00 for each additional $1,000 or fraction thereof, to and including $100,000.
	$100,001 - $500,000	$1,255.00 for the first $100,000.00 plus $7.25 for each additional $1,000 o fraction thereof, to and including $500,000.
	$500,001 - $1,000,000	$4,155.00 for the first $500,000.00 plus $6.00 for each additional $1,000 or fraction thereof, to and including $1,000,000.
	$1,000,001 - $5,000,000	$7,155.00 for the first $1,000,000.00 plus $4.00 for each additional $1,000.00 or fraction thereof, to an including $5,000,000.
	$5,000,001 and up	$23,155.00 for the first $5,000,000.00 plus $3.00 for each additional $1,000.00 or fraction thereof.

FEE SCHEDULES

Labor Rate Schedule

Plan Examiner	$90.00/Hour
Structural Engineer	$150.00/Hour
Inspector	$85.00/Hour of inspection
Travel Time	60% of Hourly Rate + Mileage

Building Plan Review and Inspections

1. **Services Based on a Proportion of the Collected Plan Review Fees**

Building Plan Review Services:	Building Valuation*	W/Structural Review	WO/ Structural Review
	$0-$500,000	Per Hourly Rate*	Per Hourly Rate
	$500,001+	55%	35%
Residential Plan Review	50% (Residential plan reviews does not include a full structural review.)		

*Where both structural review and non-structural review is performed, the hourly rate is charged for both the hourly rate for the plan reviewer, plus the hourly rate for the structural plan reviewer.

The fees associated with the plan review shall include one initial review and one re-submittal review. Any additional reviews shall be charged at the hourly rate listed in this proposal.

Deferred submittals or additional plan reviews required by changes, additions or revisions to plans shall be an additional fee based on actual hours utilized at the appropriate hourly rate with a minimum of 1 hour.

The fees associated with the plan review shall include one initial review and one re-submittal review. Any additional reviews shall be charged at the hourly rate listed in this schedule.

Deferred submittals or additional plan reviews required by changes, additions, or revisions to the plans shall be an additional fee based on actual hours utilized at the appropriate hourly rate with a minimum of 1 hour.

2. **Expedited Review Fees:**

The expedited review fee shall be two times the standard fee. Before Consultant may charge an expedited review fee, approval in writing is required by the Building Official.

Fire Suppression System Plan Review (Shop Drawings)

1. Hydraulically Designed Sprinkler Systems- NFPA 13 & 13R

Type of Fire Protection System	Sprinkler Head Count	Plan Review Fee
Each Wet System Riser	Up to 100	$50.00 + $4.00 Per Head
Each Dry System Riser	Up to 100	$65.00 + $4.00 Per Head
Each Wet System Riser	101 & Over	$450.00 + $2.00 Per Head Over 100 Heads
Each Dry System Riser	101 & Over	$465.00 + $2.00 Per Head Over 100 Heads

2. Hydraulically Designed Sprinkler Systems - High Piled Stock

Type of Fire Protection System	Sprinkler Head Count	Plan Review Fee
Each Wet System Riser	Up to 100	$75.00 + $4.00 Per Head
Each Dry System Riser	Up to 100	$100.00 + $4.00 Per Head
Each Wet System Riser	101 & Over	$475.00 + $3.00 Per Head Over 100 Heads
Each Dry System Riser	101 & Over	$500.00 + $3.00 Per Head Over 100 Heads
Each Separate In-Rack System	Each System	$65.00

3. Hydraulically Designed Sprinkler Systems- NFPA 13D

Type of Fire Protection System	Sprinkler Head Count	Plan Review Fee
Each Wet System Riser	Up to 100	$50.00 + $2.00 Per Head
Each Dry System Riser	Up to 100	$65.00 + $2.00 Per Head
Each Wet System Riser	101 & Over	$250.00 + $1.00 Per Head Over 100 Heads
Each Dry System Riser	101 & Over	$3 65.00 + $1.00 Per Head Over 100 Heads

4. Additional Sprinkler System Components

Type of Component	Count	Plan Review Fee
Fire Pump (13, 13R)	Each	$400.00
Fire Pump (13D)	Each	$200.00
Each Standpipe Riser	Up To Six Outlets	$200.00
Each Standpipe Riser	Each Outlet Over Six	$40.00

5. Sprinkler System Tenant Improvements

Type of Fire Protection System	Sprinkler Head Count	Plan Review Fee
Wet Systems	Up to 50	$50.00 + $2.00 Per Head
Dry Systems	Up to 50	$60.00 + $2.00 Per Head
Wet Systems	51 & Over	$150.00 + $1.00 Per Head Over 50 Heads
Dry Systems	51 & Over	$160.00 + $1.00 Per Head Over 50 Heads

6. **Special Hazard Fire Protection Systems**

Type of Fire Protection System	Count	Plan Review Fee
Type I Hood Pre-Engineered System	Each	$175.00
Type I Hood Custom Engineered System	Each	$300.00
Each Clean Gas Systems	Up to 50 Heads and Initiation Devices	$250.00 + $4.00 Per Head & Initiation Device
Each Clean Gas Systems	51 & Over Heads and Initiation Devices	$450.00 + $2.00 Per Head & Initiation Device
Each Other Fixed Pipe Extinguishing System	Up to 50 Heads and Initiation Devices	$250.00 + $4.00 Per Head & Initiation Device
Each Other Fixed Pipe Extinguishing System	51 & Over Heads and Initiation Devices	$450.00 + $2.00 Per Head & Initiation Device

Special considerations may be given in computing plan review fees for systems in buildings such as large warehouses or indoor recreational facilities due to their plan review simplicity. Such considerations may also be given to buildings with repetitive floor plans such as high-rise buildings.

7. **Fire Alarm Systems Plan Review (Shop Drawings)**

Type of Fire Protection System	Device Count	Plan Review Fee
Fire Alarm Sprinkler Supervisory	Each	$125.00
Fire Alarm System	Up to 100	$75.00 + $3.00 Per Device
Fire Alarm System	101 & Over	$375.00 + $2.00 Per Device

Note: The Term "Fire Alarm Devices" includes the control and annunciator panels, detection devices, signaling devices, power supplies, releasing devices and control devices.