

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONSENT AGENDA REQUEST

TO: Board of County Commissioners
Mark McCauley, County Administrator

FROM: Phil Cecere, Building Official / Fire Marshal

DATE: 9/3/2024

SUBJECT: Contract extension for on-call consultant for building review and inspection

STATEMENT OF ISSUE:

The Department of Community Development (DCD) has a need to extend an existing contract with a vendor that provides on-call building plan review and inspection services.

ANALYSIS:

DCD has seen a need for capacity for plan review following a building permit application surge. A relatively large number of permits were applied for in a short period of time prior to March 15, 2024. These applications were submitted in an attempt to vest under (then) current code before a statewide building code and energy code cycle change. DCD also has staff training for plans examination responsibilities, and plans received from multiple reviewers serves as a training aide.

FISCAL IMPACT:

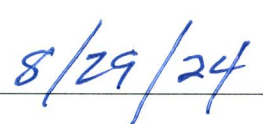
The services retained for this contract are collected in the form of permit fees. The services used are in lieu of services from county employees. The cost of service still allows for the administrative cost to route permits, manage consultants, and build inspection cases.

RECOMMENDATION:

Staff recommends that the Board approve the contract extension

REVIEWED BY:


Mark McCauley, County Administrator


Date

CONTRACT REVIEW FORM
(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: BHC Consultants LLC

Contract No: 2023-DCD-BHC

Contract For: On call plan review and inspection services

Term: Through August 31, 2028

COUNTY DEPARTMENT: Department of Community Development

Contact Person: Chelsea Pronovost

Contact Phone: 360-379-4494

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

AMOUNT: \$30,000

Revenue:

Expenditure: \$30,000

Matching Funds Required: N/A

Sources(s) of Matching Funds

Fund #

Munis Org/Obj

PROCESS:

☐
☐
☐
☐
☐
☒
☐

Exempt from Bid Process

Cooperative Purchase

Competitive Sealed Bid

Small Works Roster

Vendor List Bid

RFP or RFQ

Other:

APPROVAL STEPS:

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

CERTIFIED: ☒ N/A: ☐

Signature

08/26/2024

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

08/26/2024

Date

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

Electronically approved by Risk Management on 8/28/2024.

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

Electronically approved as to form by PAO on 8/27/2024.
Contract amendment.

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 <u>1</u>	Organization and Address BHC Consultants LLC 950 Pacifica Ave. STE 905 Tacoma, WA 98402		
Agreement Number 2023DCD-BHC			
Project Number	Phone (360)227-9643		
Project Title Professional Services Agreement for Comprehensive Plan Periodic Review	Original Contract Not to Exceed: \$30,000	Current Contract Balance: \$6,045	Estimated Contract Supplement: \$30,000
<u>Description</u> Supplement No. 1 to Professional Services Agreement for On Call Review and Inspection Services is appended with: (1) "Exhibit C 2023-Supplement" adding \$30,000 to the contract amount with a new not to Exceed amount of \$60,000.			

The Local Agency of Jefferson County desires to supplement the agreement entered into with BHC Consultants LLC and executed on August 21, 2023 and identified as Agreement No. 2023 DCD-BHC Professional Services Contract for On call Plan review and Inspection services

All provisions in the basic Professional Services Contract, dated August 21, 2023 as amended by remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 4. Payment, paragraph 4.a. is hereby changed to read 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 \$60,000 without the express written modification of tis Agreement signed by the County.

II

Signatures indicate agreement to the changes as stated in this Supplement #1 to the Professional Services Contract for On Call Plan review and Inspection Services.

DATED this _____ day of _____ 2024.

BHC Consultants LLC.
Consultant

COUNTY OF JEFFERSON
BOARD OF COMMISSIONERS

Consultant's Signature

Kate Dean, Chair

Date

Heidi Eisenhauer, Member

Greg Brotherton, Member

Approved as to form only this 27th day of August 2024.

 for

Philip C. Hunsucker, Chief Civil Deputy Prosecuting
Attorney

**PROFESSIONAL SERVICES AGREEMENT FOR ON CALL REVIEW AND
INSPECTION SERVICES**

THIS PROFESSIONAL SERVICES AGREEMENT FOR ON CALL REVIEW and INSPECTION SERVICES ("this Agreement") is entered into between the County of Jefferson, a municipal corporation ("the County"), and BHC Consultants, LLC (UBI Number: 602 774 584, "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 Review and Inspection Services.
2. Scope of Services. The Contractor agrees to perform On Call Review and Inspection Services including, but not limited to plan review inspection all labor identified on Exhibit "A".
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.
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;
 - 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 coverage; (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 Department 621 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 and endorsements for 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, marital 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. The County and reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Contractor.
 - b. In the event of the death of a member, partner, or officer of the Contractor, or any of its supervisory personnel assigned to the project, the surviving members of the Contractor 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 Contractor and the County, if the County so chooses.
 - c. 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:

BHC Consultants
950 Pacific Ave, STE 905
Tacoma, WA 98402

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

BHC Consultants, LLC
Name of the Contractor
Cameron Ochiltree
Contractor Representative *(Please print)*
Cameron Ochiltree
Digitally signed by Cameron Ochiltree
Contact info:
cameron.ochiltree@bhcconsultants.com
Date: 2023.08.03 14:36:16-0700
(Signature)
Executive Vice President
Title August 3, 2023
Date

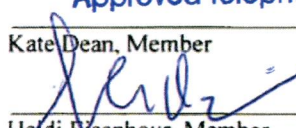
JEFFERSON COUNTY
BOARD OF COMMISSIONERS


Greg Brotherton, Chair

8/21/23

Approved Telephonically

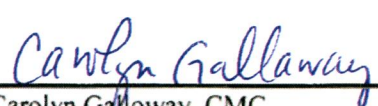
Kate Dean, Member


Heidi Eisenhour, Member

SEAL:



ATTEST:


Carolyn Galloway, CMC
DATE 8/21/23
Clerk of the Board

Approved as to form only:

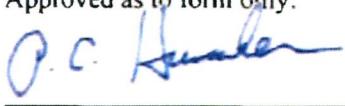

Philip C. Hunsucker
DATE: August 16, 2023
Chief Civil Deputy Prosecuting Attorney

EXHIBIT "A"
Jefferson County
On Call Building And Fire Marshal Services
SCOPE OF SERVICES

1. 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.

2. 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)
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*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.

3. 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; or,
 - 5. Mechanical & plumbing inspections.
- C. Inspector shall provide building inspections in accordance with the 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.*

The County shall guarantee a minimum of four (4) hours of inspection work each day inspection services are provided. Inspection time is calculated portal to portal further explained below.

4. 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, 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's 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) adopts the International Building Code, with exceptions, in 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 projects 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 or 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.	

LABOR RATE SCHEDULE

Classification	Hourly Rate
Principal Consultant (Sr. Plans Examiner or B.O.)	\$160
Combination Building Inspector	\$92
Plans Examiner I – non-structural	\$150
Structural P.E.	\$195
Administration/ Clerical Assistance	\$75
Travel Time	60% of Hourly Rate + Mileage

1. Plan Review Fee

The following fee determination criteria is intended to include the review of plans sent to Consultant for review and approval. The reviews will typically be for new construction, substantial remodel, and alterations of both residential and commercial structures. Incidental over-the-counter plan review performed by Consultant staff while on-site at the County will be included as part of tasks performed upon request at the hourly rate identified in the Labor Rate Schedule.

LUMP SUM: The County shall pay Consultant a lump-sum fee for performing an initial review and one recheck for each project. The fee shall be based on a percentage of the plan review fee as tabulated below or as mutually agreed upon between the County and Consultant. The plan review fee shall be based on the fees charged by resolution for the County. At the request of the County and in concurrence by Consultant, plan review fees may be determined to be charged at the hourly rates as identified in the Labor Rate Schedule as opposed to the following “fixed fee” rates:

<u>Commercial and Multi-Family Projects</u>	<u>Percentage of Plan Review Fee</u>	
	Valuation < \$2,000,000	Valuation \$2,000,000 To \$5,000,000
Complete Plan Review	75%	70%
Partial Plan Review (structural only or nonstructural only)	60%	50%
	Valuation \$5,000,001 to \$10,000,000	Valuation \$10,000,001 and up
Complete Plan Review	60%	50%
Partial Plan Review (structural only or nonstructural only)	40%	35%
<u>Single Family Projects</u>		

Complete Plan Review	75% of Plan Review Fee
Partial Plan Review (structural only or nonstructural only)	50% of Plan Review Fee

Residential: (Single Family Dwelling)

A. Full Plan Review:

Includes structural, non-structural Fire & Life Safety, mechanical, plumbing, State Energy, and applicable items in the County's Municipal Code.

Non-Residential:

B. Full Plan Review:

Includes structural, non-structural Fire & Life Safety, Barrier Free ADA accessibility and/or State Energy Code, *Mechanical (IMC) and/or Plumbing (UPC)*.

C. Partial Plan Review:

Will consist of one of the following:

- IBC non-structural Fire & Life Safety including mechanical/plumbing when issued as a part of a combination building permit, State Energy and Barrier Free ADA accessibility review; or,
- IBC Structural ONLY.

D. Mechanical/Plumbing: (issued as a separate permit).

When permit for such work is issued separately from a building combination permit and the permit fee is based on valuation of such work separate from the building permit, the fee will be assessed at the partial review percentage noted above. If the permit fee is

based on a unit fee per the IMC or UPC, the fee will be charged at the hourly rate as identified in the Labor Rate Schedule.

- E. Attachment "B" Labor Rate Schedule will be utilized for all hourly fees unless negotiated otherwise between Consultant and the County.
- F. Fixed Fee plan review includes the initial plan review plus one (1) recheck. When substantial revisions occur to previously reviewed and /or approved plans, additional fees shall be charged at the hourly rates identified in the Labor Rate Schedule.
- G. All "fixed fee" and/or "hourly" projects shall have a minimum fee of \$250 to cover set up, tracking, coordination, and initial review.
- H. Expedited plan review services are available upon request. Fee is negotiated based on timeline requested at a rate of 150% to 200% of the hourly rates identified in the Labor Rate Schedule or as negotiated otherwise. Once the fee is negotiated the County is to inform the applicant of the fee ahead of the notice to proceed. Billing for authorized expedited services will be identified in the statement further described below.
- I. A joint Consultant plan review and County split review option may be negotiated prior to the start of the project.

2. Building Inspection Services

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

- A. Upon authorization by the County, the inspector will perform building inspection services for the County.
- B. At the request of the County, the inspector shall be asked to perform one or more of the following inspection tasks:
 - a. Non-structural fire and life safety inspections;
 - b. Structural inspections;
 - c. Energy code inspections;
 - d. Barrier free ADA inspections; or,
 - e. Mechanical & plumbing inspections.
- C. Inspector will 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 will obtain approval from the County Building Official or his/her agent 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 will be done in accordance with all codes, ordinances and regulations in effect and will be performed in a courteous and professional manner. Up-to-date records of inspection status will 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.*

The County shall guarantee a minimum of four (4) hours of inspection work each day inspection services are provided. Inspection time is calculated portal to portal further explained below.

3. Additional Services Required

- A. Pre-permit plan review meetings to review code requirements and County permit coordination will 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, plumbing, etc.) will be charged at the hourly rates identified in the Labor Rate Schedule.
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- D. Addendums to approved plans that require additional plan review will be charged at the hourly rates identified in the Labor Rate Schedule.
- E. Attendance of meetings in person or remotely when requested by the County will be charged at the hourly rates identified in the Labor Rate Schedule.

4. Additional

- A. 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.
- B. In-house plan review and other services will 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.
- C. Valuation figures used to determine the plan review fees will be calculated based on the County's Fee Resolution or ordinance. The plan review fee will be determined by the County and the proposed plan review fee amount shall be submitted to Consultant for each project for review and approval.

- D. Billing statements will 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 will include the permit application number and owner or project name of the plans reviewed with the fee.
- E. 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.
- F. Hourly rates shown are portal to portal from inspector's residence or the Tacoma office, whichever is less for on-call services.
- G. All mileage included by Consultant will 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 will not be assessed on travel using client supplied vehicle.
- H. Consultant staff's normal workdays are Monday through Friday (8am~5pm, PST). Office work on Saturdays, Sundays or County Holidays will 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.
- I. The 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.