

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Mark McCauley, County Administrator

From: Monte Reinders, Public Works Director/ County Engineer 

Agenda Date: 5/20/2024

Subject: Contract Supplement #6 to Professional Services Agreement for Civil Engineering Services for the Quilcene Complete Streets Project

Statement of Issue:

Execution of a Standard Consultant Agreement Supplement with SCJ Alliance of Lacey, WA for a modification in schedule of Civil Engineering Services for the Quilcene Complete Streets project.

Analysis/Strategic Goals/Pro's & Con's:

This project is included in the officially adopted 2024-2029 TIP (Transportation Improvement Program) as well as in the 2024 Annual Construction Program, in each as Item No. 1. This project is funded through the WSDOT Pedestrian & Bicycle program, whose objective is to improve the transportation system so as to enhance safety & mobility for people who choose to walk or bike.

This Supplement will extend the completion date of the contract until 12/31/24.

Fiscal Impact/Cost Benefit Analysis:

This Supplemental Agreement does not change the value of the Professional Services Agreement. This project is funded by an \$884,165 WSDOT Pedestrian & Bicycle Program grant and a \$100,000 Public Infrastructure Fund (PIF) grant.

Recommendation:

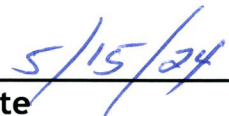
The Board is asked to execute the two (2) originals of the Supplemental Agreement with SCJ Alliance, and return (1) signed original to Public Works (attn. Eric Kuzma).

Department Contact:

Eric Kuzma, (360) 385-9167

Reviewed By:


Mark McCauley, County Administrator


Date

CONTRACT REVIEW FORM
(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: SCJ Alliance

Contract No: PW2024-064

Contract For: Contract Supplement for: Civil Engineering Service Term: 12/31/2023

COUNTY DEPARTMENT: Public Works

Contact Person: Eric Kuzma

Contact Phone: 360-385-9167

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

AMOUNT: N/A (Original Contract \$111,838)

Revenue: 33403.61

Expenditure: 180,000.010.59500.41

Matching Funds Required: No

Sources(s) of Matching Funds N/A

Fund #

Munis Org/Obj

PROCESS:

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

APPROVAL STEPS:

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

CERTIFIED: ☒ N/A: ☐

[Signature]
Signature

5/1/24

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

5/1/24

Date

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

Electronically approved by Risk Management on 5/7/2024.State agreement -

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

Electronically approved as to form by PAO on 5/8/2024.Contract supplem

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

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Mark McCauley, County Administrator

From: Monte Reinders, Public Works Director/ County Engineer

Agenda Date: 5/1/2024

Subject: Contract Supplement #6 to Professional Services Agreement for Civil Engineering Services for the Quilcene Complete Streets Project

Statement of Issue:

Execution of a Standard Consultant Agreement Supplement with SCJ Alliance of Lacey, WA for a modification in schedule of Civil Engineering Services for the Quilcene Complete Streets project.

Analysis/Strategic Goals/Pro's & Con's:

This project is included in the officially adopted 2024-2029 TIP (Transportation Improvement Program) as well as in the 2024 Annual Construction Program, in each as Item No. 1. This project is funded through the WSDOT Pedestrian & Bicycle program, whose objective is to improve the transportation system so as to enhance safety & mobility for people who choose to walk or bike.

This Supplement will extend the completion date of the contract until 12/31/24.

Fiscal Impact/Cost Benefit Analysis:

This Supplemental Agreement does not change the value of the Professional Services Agreement. This project is funded by an \$884,165 WSDOT Pedestrian & Bicycle Program grant and a \$100,000 Public Infrastructure Fund (PIF) grant.

Recommendation:

The Board is asked to execute the two (2) originals of the Supplemental Agreement with SCJ Alliance, and return (1) signed original to Public Works (attn. Eric Kuzma).

Department Contact:

Eric Kuzma, (360) 385-9167

Reviewed By:

Mark McCauley, County Administrator

Date



**Washington State
Department of Transportation**

Supplemental Agreement Number <u>06</u>		Organization and Address Shea, Carr & Jewell, Inc. (dba SCJ Alliance) 8730 Tallon Lane NE, Suite 200 Lacey, WA 98516 Phone: 360-352-1465	
Original Agreement Number			
Project Number 0726.03	Execution Date 08/13/18	Completion Date 12/31/2024	
Project Title Quilcene Complete Streets PS&E		New Maximum Amount Payable \$111,838 (Maximum Amount Payable)	
Description of Work Extend the Contract Completion Date to 12/31/2024. No budget change.			

The Local Agency of Jefferson County

desires to supplement the agreement entered in to with Shea, Carr & Jewell, Inc.

and executed on 08/13/18 and identified as Agreement No. SCJ Project No. 0726.03

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

No change.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: Completion date: 12/31/24

III

Section V, PAYMENT, shall be amended as follows:

No change.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: Scott Sawyer

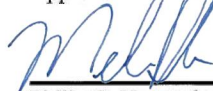
By: _____


Consultant Signature

Approving Authority Signature

Date

Approved as to form only:



Philip C. Hunsucker,
Chief Civil Deputy Prosecuting Attorney

05/08/2024 for

Date

Exhibit "A"
Summary of Payments

	Basic Agreement	Supplement #1	Total
Direct Salary Cost	\$28,657	0	\$28,657
Overhead (Including Payroll Additives)	\$47,384	0	\$47,384
Direct Non-Salary Costs	\$26,627	0	\$26,627
Fixed Fee	\$9,170	0	\$9,170
Total	\$111,838	0	\$111,838



Supplemental Agreement Number <u>05</u>		Organization and Address Shea, Carr & Jewell, Inc. (dba SCJ Alliance) 8730 Tallon Lane NE, Suite 200 Lacey, WA 98516 Phone: 360-352-1465	
Original Agreement Number			
Project Number 0726.03	Execution Date 08/13/18	Completion Date 12/31/2023	
Project Title Quilcene Complete Streets PS&E		New Maximum Amount Payable \$111,838 (Maximum Amount Payable)	
Description of Work Extend the Contract Completion Date to 12/31/2023. No budget change.			

The Local Agency of Jeferson County
desires to supplement the agreement entered in to with Shea, Carr & Jewell, Inc.
and executed on 08/13/18 and identified as Agreement No. SCJ Project No. 0726.03
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

I
Section 1, SCOPE OF WORK, is hereby changed to read:
No change.

II
Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days
for completion of the work to read: Completion date :12/31/23

III
Section V, PAYMENT, shall be amended as follows:
No change.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.
If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate
spaces below and return to this office for final action.

By: Scott Sawyer

By: GREG BROTHERTON, Chair

Consultant Signature

Approved as to form only:

Approving Authority Signature

2/6/23

Date

SCJ Alliance

Exhibit "A"
Summary of Payments

	Basic Agreement	Supplement #1	Total
Direct Salary Cost	\$28,657	0	\$28,657
Overhead (Including Payroll Additives)	\$47,384	0	\$47,384
Direct Non-Salary Costs	\$26,627	0	\$26,627
Fixed Fee	\$9,170	0	\$9,170
Total	\$111,838	0	\$111,838

Orig: PW
cc: And. } 12.20.21

Ref'd in: 2028.



**Washington State
Department of Transportation**

Supplemental Agreement Number 04		Organization and Address Shea, Carr & Jewell, Inc. (dba SCJ Alliance) 8730 Tallon Lane NE, Suite 200 Lacey, WA 98516 Phone: 360-352-1465	
Original Agreement Number			
Project Number 0726.03	Execution Date 08/13/18	Completion Date 12/31/2022	
Project Title Quilcene Complete Streets PS&E	New Maximum Amount Payable \$111,838 (Maximum Amount Payable)		
Description of Work Extend the Contract Completion Date to 12/31/2022. No budget change.			

The Local Agency of Jefferson County

desires to supplement the agreement entered in to with Shea, Carr & Jewell, Inc.

and executed on 08/13/18 and identified as Agreement No. SCJ Project No. 0726.03

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

No change.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: Completion date: 12/31/22

III

Section V, PAYMENT, shall be amended as follows:

No change.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: Scott Sawyer

Scott Sawyer
Consultant Signature

By: Kate Dean, Chair BOCC 12/20/21

Kate Dean
Approving Authority Signature

Approved as to Form Only by Philip C. Hunsucker,
Chief Civil Deputy Prosecuting Attorney on 12/7/2021

Philip C. Hunsucker

Exhibit "A"
Summary of Payments

	Basic Agreement	Supplement #1	Total
Direct Salary Cost	\$28,657	0	\$28,657
Overhead (Including Payroll Additives)	\$47,384	0	\$47,384
Direct Non-Salary Costs	\$26,627	0	\$26,627
Fixed Fee	\$9,170	0	\$9,170
Total	\$111,838	0	\$111,838

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Philip Morley, County Administrator

From: Monte Reinders, Public Works Director/ County Engineer 

Agenda Date: 12/20/2021

Subject: Contract Supplement #4 to Professional Services Agreement for Civil Engineering Services for the Quilcene Complete Streets Project

Statement of Issue:

Execution of a Standard Consultant Agreement Supplement with SCJ Alliance of Lacey, WA for a modification in schedule of Civil Engineering Services for the Quilcene Complete Streets project.

Analysis/Strategic Goals/Pro's & Con's:

This project is included in the officially adopted 2021-2026 TIP (Transportation Improvement Program) as well as in the 2021 Annual Construction Program, in each as Item No. 1. This project is funded through the WSDOT Pedestrian & Bicycle program, whose objective is to improve the transportation system so as to enhance safety & mobility for people who choose to walk or bike.

This Supplement will extend the completion date of the contract until 12/31/22.

Fiscal Impact/Cost Benefit Analysis:

This Supplemental Agreement does not change the value of the Professional Services Agreement. This project is funded by an \$884,165 WSDOT Pedestrian & Bicycle Program grant and a \$100,000 Public Infrastructure Fund (PIF) grant.

Recommendation:

The Board is asked to execute the three (3) originals of the Supplemental Agreement with SCJ Alliance, and return (2) signed originals to Public Works (attn. Eric Kuzma).

Department Contact:

Eric Kuzma, (360) 385-9167

Reviewed By:


Mark McCauley, Interim County Administrator

12/16/21
Date

(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: SCJ Alliance

Contract No: 2021-105

Contract For: Contract Supplement for: Civil Engineering Services **Term:** 12/31/2022

COUNTY DEPARTMENT:	Public Works
Contact Person:	Eric Kuzma
Contact Phone:	360-385-9167
Contact email:	ekuzma@co.jefferson.wa.us

AMOUNT: N/A (Original Contract \$111,838)

Revenue: 33403.61

Expenditure: 180.000.010.59500.41

Matching Funds Required:	No
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Sources(s) of Matching Funds	N/A
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Fund #

Munis Org/Obj

PROCESS:

	Exempt from Bid Process
	Cooperative Purchase
	Competitive Sealed Bid
	Small Works Roster
	Vendor List Bid
	RFP or RFQ
X	Other: Consultant Selection Process

APPROVAL STEPS:

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

CERTIFIED: ☒ **N/A:** ☐

Signature

11/30/21

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

12/6/21

Date _____

✓ Electronically approved by Risk Management on 12/8/2021. Signature

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

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

Electronically approved as to form by PAO on 12/7/2021.

Contract supplement.

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



**Washington State
Department of Transportation**

CC: PW } 1-25-21
And

Revised: 2021

Supplemental Agreement Number 03		Organization and Address	
Original Agreement Number		Shea, Carr & Jewell, Inc. (dba SCJ Alliance) 8730 Tallon Lane NE, Suite 200 Lacey, WA 98516 Phone: 360-352-1465	
Project Number 0726.03	Execution Date 08/13/18	Completion Date 12/31/21	
Project Title Quilcene Complete Streets PS&E	New Maximum Amount Payable \$111,838 (Maximum Amount Payable)		
Description of Work Extend the Contract Completion Date to 12/31/2021. No budget change.			

The Local Agency of Jefferson County

desires to supplement the agreement entered in to with Shea, Carr & Jewell, Inc.

and executed on 08/13/18 and identified as Agreement No. SCJ Project No. 0726.03

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

No change.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: Completion date: 12/31/21

III

Section V, PAYMENT, shall be amended as follows:

No change.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: Scott Sawyer

Consultant Signature

By: Kate Dean, Chair BOCC

Approving Authority Signature

1/25/2021

Date

Exhibit "A"
Summary of Payments

	Basic Agreement	Supplement #1	Total
Direct Salary Cost	\$28,657	0	\$28,657
Overhead (Including Payroll Additives)	\$47,384	0	\$47,384
Direct Non-Salary Costs	\$26,627	0	\$26,627
Fixed Fee	\$9,170	0	\$9,170
Total	\$111,838	0	\$111,838

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Philip Morley, County Administrator

From: Monte Reinders, Public Works Director/ County Engineer 

Agenda Date: 1/25/2021

Subject: Contract Supplement #3 to Professional Services Agreement for Civil Engineering Services for the Quilcene Complete Streets Project

Statement of Issue:

Execution of a Standard Consultant Agreement Supplement with SCJ Alliance of Lacey, WA for a modification in schedule of Civil Engineering Services for the Quilcene Complete Streets project.

Analysis/Strategic Goals/Pro's & Con's:

This project is included in the officially adopted 2021-2026 TIP (Transportation Improvement Program) as well as in the 2021 Annual Construction Program, in each as Item No. 1. This project is funded through the WSDOT Pedestrian & Bicycle program, whose objective is to improve the transportation system so as to enhance safety & mobility for people who choose to walk or bike.

This Supplement will extend the completion date of the contract until 12/31/21.

Fiscal Impact/Cost Benefit Analysis:

This Supplemental Agreement does not change the value of the Professional Services Agreement. This project is funded by an \$884,165 WSDOT Pedestrian & Bicycle Program grant.

Recommendation:

The Board is asked to execute the three (3) originals of the Supplemental Agreement with SCJ Alliance, and return (2) signed originals to Public Works (attn. Eric Kuzma).

Department Contact:

Eric Kuzma, (360) 385-9167

Reviewed By:


Philip Morley, County Administrator


Date

CONTRACT REVIEW FORM

CONTRACT WITH: SCJ Alliance

(Contractor/Consultant)

TRACKING NO.: BW 2019-103

CONTRACT FOR: Contract Supplement for: Civil Engineering Services

TERM: 12/31/20

COUNTY DEPARTMENT: Public Works

For More Information Contact: Eric Kuzma

Contact Phone #: (360) 385-9167

RETURN TO: Chris

(Person in Department)

RETURN BY: 12/31/19

(Date)

AMOUNT: N/A

Revenue 33403.61

Expenditure 180,000.010.59500.41

Matching funds Required No

Source(s) of Matching Funds N/A

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

Step 1:

REVIEW BY RISK MANAGEMENT

Review by: Philip Morley

Date Reviewed: _____

☒ APPROVED FORM

Comments _____

☐ Returned for revision (See Comments)

Step 2:

REVIEW BY PROSECUTING ATTORNEY

Review by: Philip C. Hunsucker

Date Reviewed: 12/30/19

Autin/Mark
Chief Civil Deputy Prosecuting Attorney

☒ APPROVED AS TO FORM

Comments _____

☐ Returned for revision (See Comments)

State (WSDOT) form _____

Step 3: (If required) DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY

Step 4: CONTRACTOR/CONSULTANT SIGNS APPROPRIATE ORIGINALS

Step 5: SUBMIT TO BOCC FOR APPROVAL

Submit original Contract(s), Agenda Request, and Contract Review form just the Contract(s) (with the originals) to the BOCC Office. Place "S" BOCC needs to sign.

MUST be in BOCC Office by 4:30 p.m. TUESDAY for the following
(This form to stay with contract throughout the contract review process)

Aside from the date, this Supplement #3 is the same as Supp. #2.



**Washington State
Department of Transportation**

Orig: PW 1-6-20

Repin: 0025

Supplemental Agreement Number 02		Organization and Address	
Original Agreement Number		Shea, Carr & Jewell, Inc. (dba SCJ Alliance) 8730 Tallon Lane NE, Suite 200 Lacey, WA 98516 Phone: 360-352-1465	
Project Number 0726.03	Execution Date 08/13/18	Completion Date 12/31/19	
Project Title Quilcene Complete Streets PS&E		New Maximum Amount Payable \$111.838	
Description of Work Prepare PS&E and bid documents for complete streets improvements along US 101 in Quilcene, WA.			

The Local Agency of Jefferson County

desires to supplement the agreement entered in to with Shea, Carr & Jewell, Inc.

and executed on 08/13/18 and identified as Agreement No. N/A

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

No change.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: Completion date: 12/31/20

III

Section V, PAYMENT, shall be amended as follows:

No change.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: Scott Sawyer


Consultant Signature

By: GREG BROTHERTON


Approving Authority Signature

1/6/2020
Date

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Philip Morley, County Administrator

From: Monte Reinders, Public Works Director/ County Engineer 

Agenda Date: 1/6/2020

Subject: Contract Supplement #2 to Professional Services Agreement for Civil Engineering Services for the Quilcene Complete Streets Project

Statement of Issue:

Execution of a Standard Consultant Agreement Supplement with SCJ Alliance of Lacey, WA for a modification in schedule of Civil Engineering Services for the Quilcene Complete Streets project.

Analysis/Strategic Goals/Pro's & Con's:

This project is included in the officially adopted 2020-2025 TIP (Transportation Improvement Program) as well as in the 2020 Annual Construction Program, in each as Item No. 1. This project is funded through the WSDOT Pedestrian & Bicycle program, whose objective is to improve the transportation system so as to enhance safety & mobility for people who choose to walk or bike.

This Supplement will extend the completion date of the contract until 12/31/20.

Fiscal Impact/Cost Benefit Analysis:

This Supplemental Agreement does not change the value of the Professional Services Agreement. This project is funded by an \$884,165 WSDOT Pedestrian & Bicycle Program grant.

Recommendation:

The Board is asked to execute the three (3) originals of the Supplemental Agreement with SCJ Alliance, and return (2) signed originals to Public Works (attn. Eric Kuzma).

Department Contact:

Eric Kuzma, (360) 385-9167

Reviewed By:


Philip Morley, County Administrator


Date

CONTRACT REVIEW FORM

CONTRACT WITH: SCJ Alliance

(Contractor/Consultant)

TRACKING NO.: BW 2019-103

CONTRACT FOR: Contract Supplement for: Civil Engineering Services

TERM: 12/31/20

COUNTY DEPARTMENT: Public Works

For More Information Contact: Eric Kuzma

Contact Phone #: (360) 385-9167

RETURN TO: Chris

(Person in Department)

RETURN BY: 12/31/19

(Date)

AMOUNT: N/A

Revenue 33403.61

Expenditure 180.000.010.59500.41

Matching funds Required No

Source(s) of Matching Funds N/A

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

Step 1:

REVIEW BY RISK MANAGEMENT

Review by: Philip Morley

Date Reviewed: _____

☒ APPROVED FORM

☐ Returned for revision (See Comments)

Comments _____

Step 2:

REVIEW BY PROSECUTING ATTORNEY

Review by: Philip C. Hunsucker

Date Reviewed: 12/30/19

Autin Walker
Chief Civil Deputy Prosecuting Attorney

☒ APPROVED AS TO FORM

☐ Returned for revision (See Comments)

Comments _____

State (WSDOT) form _____

Step 3: (If required) DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY

Step 4: CONTRACTOR/CONSULTANT SIGNS APPROPRIATE NUMBER OF ORIGINALS

Step 5: SUBMIT TO BOCC FOR APPROVAL

Submit original Contract(s), Agenda Request, and Contract Review form. Also, please send 2 copies of just the Contract(s) (with the originals) to the BOCC Office. Place "Sign Here" markers on all places the BOCC needs to sign.

MUST be in BOCC Office by 4:30 p.m. TUESDAY for the following Monday's agenda.

(This form to stay with contract throughout the contract review process.)

Orig: PW 6-26-17

Refin. 2023.

Supplemental Agreement Number: 1		Organization and Address: SCJ Alliance 8730 Tallon Lane NE, Suite 200 Lacey, WA 98516	
Agreement Number: LA8311		Phone: (360) 352-1465	
Project Number: 18019330		Execution Date: 10/26/15	Completion Date: 12/31/17
Project Title: Quilcene Complete Streets		New Maximum Amount Payable: \$ 24,659	
Description of Work: This supplement includes services to prepare preliminary design documents for improvements along US Hwy 101 in Quilcene to be used as the basis for a final community meeting co-conducted by the County and SCJ Alliance. The approximate limits of the project are from the US Bank to the Community Center. The project's goal is to create streetscape improvements within the available project budget which will serve to lower vehicle speeds, address safety concerns, establish a sense of place, and have the potential to spur economic development.			

The Local Agency of Jefferson County Department of Public Works desires to supplement the Professional Services Agreement entered into with SCJ Alliance, of Lacey WA, executed on 10/26/15.

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

The changes to the original agreement are described as follows:

I

Section 2, SCOPE OF SERVICES, is hereby amended to include the performance of additional services as identified on Exhibit "A-1" attached hereto.

II

Section 4, PAYMENT, shall be amended as follows:

Original Agreement Maximum Amount Payable:	\$ 8,430.00
Supplemental Agreement #1 Amount:	\$16,229.00
New Agreement Maximum Amount Payable:	\$24,659.00

as set forth in the attached Exhibit "E-3" attached hereto.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to Public Works for final action.

SCJ Alliance

Amy Head
Consultant's Name

[Signature]
Consultant's Signature

6/21/17
Date

COUNTY OF JEFFERSON
BOARD OF COMMISSIONERS

Kathleen Kler 6/26/17
Kathleen Kler, Chair Date

[Signature] 6/26/17
David Sullivan, Member Date

[Signature] 6/26/17
Kate Dean, Member Date

[Signature]
For: Monte Reinders, P.E. Date
Public Works Director/County Engineer 6/22/17

Approved as to form only:

P. c. Hunsucker 6/15/17
Phillip Hunsucker Philip c. Hunsucker Date
Chief Civil Deputy Prosecutor

EXHIBIT A-1
SCOPE OF WORK
SUPPLEMENTAL AGREEMENT NO. 1
QUILCENE COMPLETE STREETS
QUILCENE, WA

Overview

This amendment includes services to prepare preliminary design documents for improvements along US Highway 101 in Quilcene, WA to be used as the basis for a final community workshop co-conducted by the County and SCJ Alliance. The approximate limits of the project are from the US Bank to the Community Center (MP 294.5 to 295.0). The goal is to create streetscape improvements within the available project budget which will serve to lower vehicle speeds, address safety concerns, establish a sense of place, and spur economic development. Improvements may include:

- Sidewalks and bike lanes
- Medians/pedestrian refuge areas
- Pedestrian activated signals at key crosswalk(s)
- Traffic signs and beacons
- Pedestrian lighting
- Transit stops and bike racks
- Landscaping and street furniture
- Curb and gutter
- Stormwater improvements

SCJ previously contracted with Jefferson County (County) to assist in two community charrettes and provide cost estimates for the preliminary designs presented at each charrette.

The work will consist of the following phases:

- Final Design Scoping
- Project Management
- Concept Design Verification

Assumptions

1. The project is funded by the WSDOT Pedestrian and Bicycle Program. The State funds will be administered by WSDOT Local Programs, but Federal Aid requirements do not apply (including NEPA), since the grant program is State funding.
2. The County previously contracted separately with Fischer Bouma Partnership to lead the initial charrette stage of the project (two community workshops and associated deliverables). SCJ is providing support as directed by the County per this scope/budget amendment.

3. The County has provided topographic survey (including a digital terrain model compatible with AutoCAD Civil 3D) and rights of way mapping.
4. SEPA documentation will not be required. It is assumed the project is exempt per WAC 197-11-800 Section 2(d) and 23(b).
5. An archaeological resource inventory report will not be required. The County will fill out the forms for the Department of Archaeology and Historic Preservation (DAHP) to verify no additional reporting is required. The County will send the DAHP determination to the interested Tribes.
6. Right of way is not required. The County will secure any temporary rights for construction.

Phase 1 Final Design Scoping

Task 1 Final Design Scoping

- 1) Final Design Scoping: Prepare scope and budget for this amendment and a draft scope of work for Final Design.

Understanding

- None.

Deliverables

- Scope and budget for this amendment submitted via email in PDF format.

Phase 2 Project Management

This phase includes tasks to plan, manage, and administer the work; attend project meetings with the County; and provide quality assurance/quality control.

Task 1 Project Management

- 1) Management: Manage the project by directing and supervising staff and reviewing work for the duration of the project. This management is for the overall work rather than specific tasks.
- 2) Schedule and Budget: Develop a critical path project schedule to match the scope of work. Review and update the schedule on a monthly basis. Monitor earned value and actual costs on a bi-weekly basis. Provide monthly billing statements to the County including overall budget and schedule confirmation and review for each progress billing period.
- 3) Weekly Progress Reports: Prepare and submit a weekly progress report. Weekly progress reports will show: (1) work performed last week, (2) work planned this week, (3) schedule and budget status (including a 3-line earned value chart), (4) a summary of scope changes/added value, and (5) items needed from the TOWN and/or others.
- 4) Progress Billings: Prepare a monthly progress bill with weekly progress reports attached. Bills will show staff hours for each phase (i.e., Phase 1: Project Management).

Task 2 Project Meetings

- 1) Project Status Meetings: Attend up to two meetings in Port Townsend to discuss the status of the project, present draft materials in progress, and coordinate with County staff. Meetings will be attended by the Consultant project manager.

Task 3 Quality Assurance/Quality Control

- 1) Quality Control: Provide senior level review of task deliverables before submittals.
- 2) Quality Assurance: Audit quality check activities and documentation on a periodic basis.

Understanding

- Project management will be provided over a 3-month time frame and the estimated number of meetings and project coordination is reflected in the budget.
- Progress billings will be submitted monthly to the County.
- Monthly progress billings will be deemed incomplete and subject to non-payment if associated weekly progress reports are not submitted.

Deliverables

- Weekly Progress Report submitted via email in PDF format.
- Progress billings submitted monthly submitted via US Mail.
- Minutes for meetings submitted via e-mail in PDF format.

Phase 3 Concept Design Verification

This phase includes preliminary designing to a specific budget. It is also for additional charrette support beyond the support scoped and budgeted in the original contract.

Task 1 Concept Design Verification

- 1) Auto-Turn Analysis: Complete Auto-Turn analysis at US Hwy 101/Center Road and proposed refuge locations.
- 2) Draft Layout: Draw the preliminary Fisher Bouma Partnership hand-drawn concept design in AutoCad incorporating conceptual level strategies to mitigate commercial access limitation created by refuges/turn lane modifications.
- 3) Project Cost Analysis: Estimate construction costs and total project costs for the updated/drafted concept design. Create a Pareto Diagram to help analyze the cost of construction and determine how to reduce the scope of improvements to match the County's project grant budget. Meet with the County to review SCJ recommendations.
- 4) Revised Layout: Prepare revised concept design per changes made from the Pareto diagram results and analysis and input from the County.
- 5) Cost Estimate: Prepare a concept-level project cost estimate for the revised layout.
- 6) Technical Memorandum: Prepare a technical memorandum to document scope of improvement, design layout, and project cost estimate decisions.

Task 2 *Charrette Support*

- 1) Community Workshop: Co-conduct with the County a final community design meeting presenting the revised concept designs.

Understanding

- Support for Task 2 will be as directed by the County, and the support is limited to budgets provided herewith.

Deliverables

- Concept layout submitted via email in PDF and DWG format.
- Concept cost estimate submitted via email in PDF and Excel format.
- Technical memorandum, including Pareto Diagram and Auto-Turn analysis, submitted via email in PDF format.

Future Phases for Final Design and Construction

Geotechnical Study

Preliminary Design

Agency Coordination

Final Design

Bidding Services

Construction Management

END OF SCOPE OF SERVICE

Consultant Labor Hour Estimate - Exhibit E-3

Project: Quilcene Complete Streets (Supplemental Agreement No.1)

Task No.	Task Description	Perry	Scott	Whitney	Matt	Alissa	EMP Cat 6	EMP Cat 7	EMP Cat 8	EMP Cat 9	EMP Cat 10	Total
		Sr Principal Consultant	Principal	Project Engineer I	Senior Designer	Project Coord I						
Phase 01 Final Design Scoping												
Task 01	Final Design Scoping											
1	Final Design Scoping		2.0	10.0		1.0						13.0
Subtotal Hours:			2.0	10.0		1.0						13.0
Total Phase Hours:			2.0	10.0		1.0						13.0
Total Phase Direct Labor:			\$144.00	\$400.00		\$26.00						\$570.00
Phase 02 Project Management												
Task 01	Project Management											
1	Management		3.0									3.0
2	Schedule and Budget		3.0									3.0
3	Weekly Progress Reports		3.0									3.0
4	Progress Billings					1.5						1.5
Subtotal Hours:			9.0			1.5						10.5
Task 02	Project Meetings											
1	Project Meetings		4.0									4.0
Subtotal Hours:			4.0									4.0
Task 03	Quality Assurance/Quality Control											
1	Quality Control		2.0									2.0
2	Quality Assurance	0.5										0.5
Subtotal Hours:		0.5	2.0									2.5
Total Hours All Tasks:		0.5	15.0			1.5						17.0
Total Direct Labor Estimate		\$50.00	\$1,080.00			\$39.00						\$1,169.00
Phase 03 Concept Design Verification												
Task 01	Concept Design Verification											
1	Auto-turn Analysis		1.0		12.0							13.0
2	Draft Layout		1.0		20.0							21.0
3	Project Cost Analysis		6.0	1.0	10.0							17.0
4	Revised Layout		1.0		8.0							9.0
5	Cost Estimate		1.0		4.0							5.0
6	Technical Memorandum				6.0							6.0
Subtotal Hours:			10.0	1.0	60.0							71.0
Task 02	Charrette Support											
1	Community Charrettes		8.0									8.0
Subtotal Hours:			8.0									8.0
Total Phase Hours:			18.0	1.0	60.0							8.0
Total Phase Direct Labor:			\$1,296.00	\$40.00	\$2,160.00							\$3,496.00
Total Hours All Phases:		0.5	35.0	11.0	60.0	2.5						109.0
Total Direct Labor Estimate All Phases		\$50.00	\$2,520.00	\$440.00	\$2,160.00	\$65.00						\$5,235.00

Consultant Fee Determination - Exhibit E-3

Project: Quilcene Complete Streets (Supplemental Agreement No.1)

Consultant Fee Determination

DIRECT SALARY COST

<u>Discipline</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Sr Principal Consultant	0.5	\$100.00	\$50
Principal	35.0	\$72.00	\$2,520
Project Engineer I	11.0	\$40.00	\$440
Senior Designer	60.0	\$36.00	\$2,160
Project Coord I	2.5	\$26.00	\$65

Subtotal:	109.0	Total Direct Salary Cost	\$5,235
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OVERHEAD

Overhead Rate:	165.37%	Direct Salary Cost:	\$5,235	Overhead Cost	\$8,657
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FIXED FEE

Fixed Fee Rate:	32.00%	Direct Salary Cost:	\$5,235	Fixed Fee Cost	\$1,675
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TOTAL SALARY COST

Total Salary Cost	\$15,567
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SUBCONSULTANTS (Yes or No)

Yes

Subconsultant Fee	\$0
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Subconsultant Markup:	0%		\$0
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Total Subconsultants	\$0
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REIMBURSABLES

Copies, Reproductions, et	1.5%	of Total Salary Cost	\$234
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Mileage:	800	miles at \$0.535	\$428
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Total Expenses:	\$662
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SUBTOTAL (SALARY, SUBCONSULTANTS AND EXPENSES)

Subtotal (Salary, Subconsultants and Expenses)	\$16,229
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MANAGEMENT RESERVE FUND (MRF)

Management Reserve	0.0%	of Subtotal	\$0
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Total Estimated Budget:

\$16,229

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Philip Morley, County Administrator

From: Monte Reinders, Public Works Director/ County Engineer

Agenda Date: 6/26/2017

Subject: Contract Supplement #1 to Professional Services Agreement for Civil Engineering Services for the Quilcene Complete Streets Project

Statement of Issue:

Execution of a Standard Consultant Agreement Supplement with SCJ Alliance of Lacey, WA for a modification in scope of Civil Engineering Services for the Quilcene Complete Streets project.

Analysis/Strategic Goals/Pro's & Con's:

This project is included in the officially adopted 2017-2022 TIP (Transportation Improvement Program) as well as in the 2017 Annual Construction Program, in each as Item No. 6. This project is funded through the WSDOT Pedestrian & Bicycle program, whose objective is to improve the transportation system so as to enhance safety & mobility for people who choose to walk or bike.

This Supplement will provide Civil Engineering Services for both the preparation of a Preferred Design Alternative, in response to the two previous Community Design Workshops, and participation in an additional Community meeting.

Fiscal Impact/Cost Benefit Analysis:

This Supplemental Agreement to the original Professional Services Agreement is for \$16,229, for a revised contract total of \$24,659. This project is funded by an \$884,165 WSDOT Pedestrian & Bicycle Program grant.

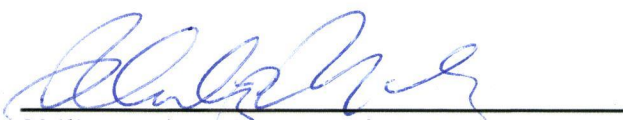
Recommendation:

The Board is asked to execute the three (3) originals of the Supplemental Agreement with SCJ Alliance, and return (2) signed originals to Public Works (attn. Eric Kuzma).

Department Contact:

Eric Kuzma, (360) 385-9167

Reviewed By:


Philip Morley, County Administrator

6/23/17

Date

CONTRACT REVIEW FORM

CONTRACT WITH: SCJ Alliance

(Contractor/Consultant)

CONTRACT FOR: Contract Supplement for: Civil Engineering Services

TERM: 12/31/17

COUNTY DEPARTMENT:	<u>Public Works</u>
For More Information Contact:	<u>Eric Kuzma</u>
Contact Phone #:	<u>(360) 385-9167</u>
RETURN TO: <u>Tina</u>	RETURN BY: <u>6/19/17</u>
(Person in Department)	(Date)

AMOUNT: \$16,229.00

PROCESS:

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

Revenue: 33403.61

Expenditure: 180.000.010.59500.41

Matching Funds Required: No

Sources(s) of Matching Funds N/A

Step 1:

REVIEW BY RISK MANAGEMENT

Review by:

Date Reviewed:

Philip Morley 6/19/17



APPROVED FORM



Returned for revision (See Comments)

Comments

Step 2:

REVIEW BY PROSECUTING ATTORNEY

Review by:

Date Reviewed:

Phillip Hunsucker 6/15/17



APPROVED AS TO FORM



Returned for revision (See Comments)

Comments

Step 3: (If required) DEPARTMENT MAKES REVISIONS AND RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY

Step 4: CONTRACTOR/CONSULTANT SIGNS APPROPRIATE NUMBER OF ORIGINALS

Step 5: SUBMIT TO BOCC FOR APPROVAL

Submit originals and 7 copies of Contract, Review Form, and Agenda Bill to BOCC Office.

Place "Sign Here" markers on all places the BOCC needs to sign.

MUST be in BOCC Office by 4:30 p.m. TUESDAY for the following Monday's agenda.

(This form is to stay with the contract throughout the contract review process and accompany the Agenda Bill.)

2orig: PW 8.13.18

Rebin: 2024

Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): Shea, Carr & Jewell, Inc.		
Address 8730 Tallon Lane NE, Suite 200	Federal Aid Number N/A	
UBI Number	Federal TIN or SSN Number 20-4834444	
Execution Date	Completion Date 12/31/19	
1099 Form Required ☐ Yes ☒ No	Federal Participation ☐ Yes ☒ No	
Project Title Quilcene Complete Streets PS&E		
Description of Work Prepare plans, specifications and engineer's estimate and bid documents for complete streets improvements along US 101 in Quilcene, WA. Improvements include curb/gutter, sidewalks, pedestrian refuges, actuated pedestrian crossings, channelization and signing, stormwater, and lighting.		
☐ Yes ☐ Yes ☐ Yes ☐ Yes	☒ No DBE Participation ☒ No MBE Participation ☒ No WBE Participation ☒ No SBE Participation	Maximum Amount Payable: \$111,838

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation/SBE Plan
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

Agreement Number:

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the Jefferson County hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Agreement Number:

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory UDBE, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall submit a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation. Non-minority, woman owned DBEs does not count towards UDBE goal attainment.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Eric Kuzma
Agency: Jefferson County
Address: 623 Sheridan Street
City: Port Townsend State: WA Zip: 98368
Email: ekuzma@co.jefferson.wa.us
Phone: 360.385.9167
Facsimile: 360.385.9234

If to CONSULTANT:

Name: Scott Sawyer
Agency: SCJ Alliance
Address: 8730 Tallon Lane NE, Suite 200
City: Lacey State: WA Zip: 98516
Email: scott.sawyer@scjalliance.com
Phone: 360-352-1465
Facsimile: N/A

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

Agreement Number:

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fixed Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits "D" and "E" attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT's direct labor rates and indirect cost rate computations and agreed upon fixed fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits "D" and "E" shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits "D" and "E" will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fixed fee as identified in Exhibits "D" and "E" shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY's option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fixed fee (profit) percentage. The CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fixed fee.

Agreement Number:

- B. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- C. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- D. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- E. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.
- The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that a final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings
- F. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.
- An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

Agreement Number:

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

Agreement Number:

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973
(23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975
(42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987
(Public Law 100-259)
- American with Disabilities Act of 1990
(42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

Agreement Number:

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

Agreement Number: _____

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated by the Parties.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Agreement Number:

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Eric Kuzma
Agency: Jefferson County
Address: 623 Sheridan Street
City: Port Townsend State: WA Zip: 98368
Email: ekuzma@co.jefferson.wa.us
Phone: 360.385.9167
Facsimile: 360.385.9234

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third part , and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

Agreement Number:

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENT's over one hundred thousand dollars (\$100,000.00) and Exhibit "G-4" is required only in AGREEMENT's over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

Agreement Number:

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

Agreement Number:

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

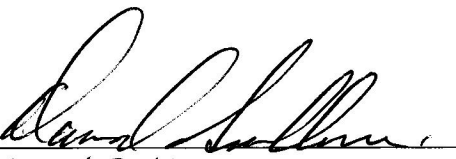
Agreement Number:

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

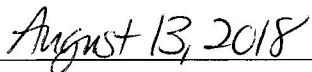
"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

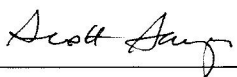
In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.



Signature David Sullivan



Date



Signature

July 10, 2018

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Agreement Number:

Exhibit A Scope of Work

Project No.

See attached.

Agreement Number:

EXHIBIT A-2
SCOPE OF WORK
QUILCENE COMPLETE STREETS
QUILCENE, WA

Prepared for: Eric Kuzma, Project Manager
Jefferson County

Prepared By: Scott Sawyer, PE, Principal/Project Manager

Date prepared: July 10, 2018

Overview

This scope of work includes participation in a third and final charrette with the County, and preparation of final engineering design plans, specifications, and estimates (PS&E) for the Quilcene Complete Streets, Phase 1 improvements along US Highway 101 in Quilcene, WA (see attached). The approximate limits of the project are from the Quilcene School to the Community Center (MP 294.6 to 295.0). The goal is to create a non-motorized compatible streetscape, within available project budget, to lower vehicle speeds, address safety concerns, establish a sense of place, and spur economic development. Improvements may include:

- Sidewalks and bike lanes
- Medians/pedestrian refuge areas
- Pedestrian activated signals at crosswalks
- Traffic signs and beacons
- Pedestrian lighting
- Transit stops and bike racks
- Landscaping and street furniture
- Curb and gutter
- Stormwater Improvements
- Raised table school frontage

SCJ previously contracted with Jefferson County (County) to assist in two community charrettes and provide cost estimates for the preliminary designs presented at each charrette.

The work will consist of the following phases:

1. Final Design Scoping
2. Project Management
3. Charrette Support
4. Geotechnical Study (by Landau)

5. Preliminary design
6. Agency coordination
7. Final design
8. Bidding Assistance
9. Construction Management (optional)
10. Quilcene Complete Streets Phase 2 Design (optional)

Assumptions

1. The project is funded by the WSDOT Pedestrian and Bicycle Program. The State funds will be administered by WSDOT Local Programs, but Federal Aid requirements do not apply (including NEPA), since the grant program is State funding.
2. Together with the County hold the final charrette stage of the project. SCJ is providing support as directed by the County to the limits of the budget assumed.
3. The County has previously provided topographic survey (including a digital terrain model compatible with AutoCAD Civil 3D) and rights of way mapping.
4. SEPA documentation will not be required. It is assumed the project is exempt according to WAC 197-11-800 Section 2(d) and 23(b).
5. An archaeological resource inventory report will not be required. The County will fill out the forms for the Department of Archaeology and Historic Preservation (DAHP) to verify no additional reporting is required. The County will send the DAHP determination to the interested Tribes.
6. Right of way is not required. The County will secure any temporary rights for construction.
7. Management Reserve Fund will be used only upon County authorization.

Phase 1 Final Design Scoping

Task 1 Final Design Scoping

- 1) Final Design Scoping: Prepare scope and budget.

Phase 1 Understanding

- None.

Phase 1 Deliverables

- Scope and budget submitted via email in PDF format.

Phase 2 Project Management

This phase includes tasks to plan, manage, and administer the work; attend County project meetings; and provide quality assurance/quality control.

Task 1 Project Management

- 1) Management: Manage the project by directing and supervising staff and reviewing work for the duration of the project. This management is for the overall work rather than specific tasks.
- 2) Schedule and Budget: Develop a critical path project schedule to match the scope of work. Review and update the schedule on a monthly basis. Monitor earned value and actual costs on a bi-weekly basis. Provide monthly billing statements to the County including overall budget and schedule confirmation and review for each progress billing period.
- 3) Bi-weekly Progress Reports: Prepare and submit a bi-weekly (every two weeks) progress report. Bi-weekly progress reports will show: (1) work performed last week, (2) work planned this week, (3) schedule and budget status (including a 3-line earned value chart), (4) a summary of scope changes/added value, and (5) items needed from the County and/or others.
- 4) Progress Billings: Prepare a monthly progress bill. Bills will show staff hours for each phase (i.e., Phase 1: Project Management).

Task 2 Project Meetings

- 1) Project Status Meetings: Attend up to three meetings in Port Townsend to discuss the status of the project, present draft materials in progress, and coordinate with County staff. Meetings will be attended by the Consultant project manager.

Task 3 Quality Assurance/Quality Control

- 1) Quality Control: Provide senior level review of task deliverables before submittals.
- 2) Quality Assurance: Audit quality check activities and documentation on a periodic basis.

Phase 2 Understanding

- Project management will be provided over an 8-month time frame and the estimated number of meetings and project coordination is reflected in the budget.
- Progress billings will be submitted monthly to the County.

Phase 2 Deliverables

- Bi-weekly Progress Report submitted via email in PDF format.
- Progress billings submitted monthly submitted via US Mail.
- MS Project schedule updates submitted via email in PDF format.
- Minutes for meetings submitted via e-mail in PDF format.

Phase 3 Charrette Support

This phase is for additional support beyond the support scoped and budgeted in the original contract.

Task 1 Charrette Support

- 1) Community Charrettes: Together with County hold a third community design charrette and provide input and technical resources.
- 2) Concept Design Cost Estimating: Prepare refinements to concept design and prepare concept-level project cost estimates as directed by the County.

Phase 3 Understanding

- Support for Task 1 will be as directed by the County, and the support is limited to budgets provided herewith.

Phase 3 Deliverables

- Concept layouts submitted via email in PDF format.
- Concept-level project cost estimates submitted via email in PDF and MS Excel format.
- Autoturn Analysis at each affected intersection and crosswalk refuge location.

Phase 4 Geotechnical Study (Landau)

Task 1 Geotechnical Study

- 1) Exploration: Review readily available published geologic maps and geotechnical reports for the project area. Coordinate the clearance of underground utilities at our proposed exploration areas. Mark exploration locations in the field and contact the Washington Utilities Coordinating Council's "One Call" locating service. Explore subsurface soil and groundwater conditions by advancing four borings. The borings will be advanced to 20 feet (ft) below ground surface (bgs) in areas of the highway shoulder that are without overhead power. Borings will be advanced in grass or gravel areas that do not require pavement patching. Monitor the borings, collect representative soil samples, and maintain detailed logs of the conditions observed. Subcontract the driller and arrange appropriate traffic control measures and plans.
- 2) Testing: Perform laboratory testing on selected samples obtained from the explorations. We anticipate our laboratory testing program will include 10 grain size distribution analyses, 10 moisture content determinations, and five hydrometers.
- 3) Report: Provide recommendations for earthwork and grading, including stripping depth, subgrade preparation, utility trench excavation, construction dewatering, the reuse of onsite materials and structural fill, and structural fill placement and compaction. Provide recommendations for onsite infiltration of stormwater in general accordance with the Department of Ecology, 2014 Stormwater Management Manual for Western Washington (SMMWW). We will provide infiltration rates in accordance with grain size correlations. Installation of monitoring wells and recording wintertime groundwater levels are excluded. Provide design recommendations for light pole foundations using WSDOT standard plans for steel light standard foundation types A and B. Prepare a geotechnical engineering report that presents conclusions and recommendations along with supporting data.

Phase 4 Understanding

- General right-of-way (ROW) permits will be provided by WSDOT at no cost. Obtaining the permit may take 4 weeks to a few months.
- The exploration program will take 1 day to complete – allowable working hours are 8 AM to 5 PM.
- The planned explorations do not include an environmental site assessment, and the site is assumed to be “clean,” with no hazardous or contaminated materials.
- Traffic control services will be limited to warning signs, cones, and shoulder closure work. Flagging costs are excluded.
- Field infiltration tests (e.g., pilot infiltration tests) are excluded.
- Retaining walls are not anticipated.

Phase 4 Deliverables

- Draft and final geotechnical technical memorandum submitted via email in PDF format.

Phase 5 Preliminary Design

Task 1 Preliminary Design

- 1) Roadway Layout: Prepare horizontal and vertical layout for the roadway, sidewalk, bike lane, and landscape buffers based on the Phase 1 concept design.
- 2) Stormwater: Layout the collection/conveyance system. Prepare a basin analysis and quantify the amount of runoff. Identify and site water quality treatment and flow control facilities. Prepare a technical memorandum documenting the stormwater design for the project.
- 3) Utility Coordination: Identify utilities requiring relocation and notify the County. Prepare a brief technical memorandum documenting potential conflicts. Coordinate with utility providers for relocations prior to or during construction.
- 4) Plan for Approval: Prepare a Plan for Approval (PFA) for channelization for highway 101, from mile post 294.6 to 294.8. The PFA will be prepared in accordance with WSDOT Olympic Region Plan for Approval Checklist.
- 5) Rectangular Rapid Flashing Beacons and Radar Speed Signs: Site two solar powered Rectangular Rapid Flashing Beacons (RRFB's) and two Radar Speed signs along Highway 101.
- 6) Preliminary Plans: Prepare the following plan sheets:
 - Cover Sheet (1 sheet)
 - Horizontal Alignment Plan (1 sheet)
 - Roadway Sections (1 sheet)
 - Removal Plans (2 sheets @ 30 scale)
 - Roadway and Drainage Plan and Profiles (2 sheets @ 30 scale)
 - Channelization and Signing (2 plan sheets @ 30 scale and 1 detail sheet)
 - Illumination Plan (1 sheets @ 30 scale)
 - Raised Table School Frontage (1 sheet)

- 7) Preliminary Cost Estimate: Prepare a preliminary project cost estimates for the proposed improvements to compare to available funding.
- 8) Basis of Design Technical Memorandum: Prepare a technical memorandum to document the basis for design and major design decisions.

Phase 5 Understanding

- Stormwater design will be based on the Department of Ecology, 2014 Stormwater Management Manual for Western Washington (SMMWW).

Phase 5 Deliverables

- Stormwater Technical Memorandum submitted via email in PDF format.
- Utility Conflict Technical Memorandum submitted to County via email in PDF format.
- Plan for Approval submitted to WSDOT (hard copy size and numbers in accordance with the Plan for Approval Checklist).
- Preliminary Plans submitted to County via email and Bluebeam Studio in PDF format.
- Preliminary Project Cost Estimate submitted to County via email and Bluebeam Studio in PDF format.
- Basis of Design Technical Memorandum submitted to County via email in PDF format.

Phase 6 Agency Coordination

Task 1 WSDOT Review

- 1) 1st PFA Submittal: Submit the Plan for Approval (PFA) to WSDOT for review and attend one comment disposition meeting.
- 2) 2nd PFA/Pre-Mylar Submittal: Revise PFA, respond to WSDOT comments in matrix format, and submit Pre-Mylar PFA to WSDOT for review.
- 3) 3rd PFA/Mylar Submittal: Make final revisions to PFA per WSDOT comments and submit Mylar PFA to WSDOT for approval.
- 4) 1st FPS Review: Submit 90% plans, special provisions, and estimate (Full Package Submittal) to WSDOT Highway and Local Programs and WSDOT Development Services for review and attend one comment disposition meeting.
- 5) Final FPS Review: Submit final plans, special provisions, and estimate (Full Package Submittal) to WSDOT Highway and Local Programs and WSDOT Development Services for review and attend one comment disposition meeting.
- 6) Coordination: Attend up to three additional meetings with WSDOT to process approvals. Document action items/decisions from each meeting.

Phase 6 Understanding

- Budgets for preparation of the Plan for Approval, 90% Full Package Submittal, and Final Full Package Submittal are included in Phases 5 and 7.

Phase 6 Deliverables

- None: Deliverables to WSDOT Local Programs, WSDOT Development Services, and Jefferson County are accounted for in Phases 5 and 7.

Phase 7 Final Design

Task 1 Final Design

- 1) Utility Conflicts: Identify utilities requiring relocation and notify the COUNTY. Prepare a brief technical memorandum documenting potential conflicts.
- 2) Roadway Layout: Finalize horizontal and vertical alignment of roadway per comments received during Phase 5. Provide detailed grading of access ramps and the raised table school frontage. Create a proposed surface model to calculate earth work and determine cut/fill limits.
- 3) Stormwater: Finalize collection, conveyance, flow control, and treatment design.
- 4) Flashing Beacons: Coordinate with vendors on the final design, siting, and specifications.
- 5) Basis for Design Technical Memorandum: Update the technical memorandum to document the basis for design and major design decisions.

Task 2 PS&E Documents

- 1) Prepare the following 90% plans:
 - Cover Sheet (1 sheet)
 - Summary of Quantities (1 sheet)
 - Horizontal Alignment Plan (1 sheet)
 - Roadway Sections (1 sheet)
 - Removal Plans (2 sheets @ 30 scale)
 - Temporary Erosion and Sediment Control (2 sheets @ 30 scale)
 - Roadway and Drainage Plan and Profiles (2 sheets @ 30 scale)
 - Access Ramp Grading and Raised Table School Frontage (2 sheets @ 20 scale)
 - Paving Plans (2 sheets @ 30 scale)
 - Channelization and Signing (2 plan sheets @ 30 scale and 1 detail sheet)
 - Sign Specification Sheet (1 sheet)
 - Illumination Plans (1 sheet @ 30 scale and 1 detail sheet)
 - Traffic Control Plans (3 sheets @ 50 scale)
- 2) 90% Engineer's Estimate: Develop quantities based on the 90% plans. Assign unit costs for quantified item and assign lump sum costs to other items based on professional judgment. Develop a 90% construction cost estimate that includes a 10% contingency
- 3) 90% Contract Documents: Write specifications for all non-standard items. Compile the WSDOT current Amendments, General Provisions, and the special provisions (Divisions 1 thru 9) into one Project Manual document.

- 4) Final Comment Resolution: Respond to 90% review comments in Bluebeam Studio. Attend one meeting with the County to resolve comments from the 90% review.
- 5) Final Plans: Update the plans per the 90% review comments.
- 6) Final Engineer's Estimate: Update the quantities to reflect the plan updates. Prepare Unit Price Worksheet including item descriptions, unit, quantity, and cost. Update the engineer's estimate with revised quantities. Provide Microsoft Excel version in County format.
- 7) Final Contract Documents: Assemble the General Provisions, Special Provisions, and Unit Price Worksheet into one Project Manual document. Provide in Microsoft Word format.
- 8) Back-up Quantity Calculations: Provide back-up quantity calculations for all calculated bid items.

Phase 7 Understanding

- The RRFB's and Radar Speed signs will be shown on the Channelization and Signing Plans.
- The County will provide front end bidding documents for the Project Manual.
- Disturbed areas will be restored with sod and/or seeding with no permanent irrigation. Specifications will require the contractor to water and establish the sod and/or seeding areas.

Phase 7 Deliverables

- 90% PS&E submitted to WSDOT Local Programs on 11x17 paper (2 copies), WSDOT Development Services on 11x17 paper (10 copies) and to the County via email and Bluebeam Studio in PDF format.
- Final PS&E submitted to WSDOT Local Programs on 11x17 paper (2 copies), WSDOT Development Services on 11x17 paper (10 copies) and to the County via email in PDF format.
- Approved PS&E submitted via email in PDF format.
- AutoCAD base files for the design described above.
- Specifications in MS Word format and estimate in MS Excel format.
- Bid item back-up quantity calculations.

Phase 8 Bidding Services

Task 1 Bidding Services

- 1) Bidding Services: Support County staff during the bidding period as directed. For budget purposes, 16 hours of support are assumed.

Phase 9 Construction Management (optional)

Phase 10 Quilcene Complete Streets Phase 2 Design (optional)

END OF SCOPE OF SERVICE

N:\Projects\0726 Jefferson County\0726.02 Quilcene Complete Streets\Contract\Amendments\Amendment No. 2 - Phase 1
PS&E\2018-0613_quilcene_scope.docx

Exhibit B

DBE Participation/SBE Plan

In the absents of a mandatory UDBE, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall submit a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

N/A

Agreement Number:

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

N/A

B. Roadway Design Files

AutoCAD and Civil 3D v2018

C. Computer Aided Drafting Files

AutoCAD and Civil 3D v2018

Agreement Number:

D. Specify the Agency's Right to Review Product with the Consultant

Jefferson County has the right to review product at the offices of SCJ Alliance at anytime with 48 hours notice (business days).

E. Specify the Electronic Deliverables to Be Provided to the Agency

Deliverables will be submitted in PDF, Word, Excel and/or BlueBeam format as noted in the Scope of Work (Attachment A).

F. Specify What Agency Furnished Services and Information Is to Be Provided

Jefferson County will provide information via email or FTP site for larger files.

Agreement Number:

II. Any Other Electronic Files to Be Provided

Bid Item Quantity Calculations

III. Methods to Electronically Exchange Data

Electronic files will be transmitted via email or FTP site.

A. Agency Software Suite

Microsoft Office
AutoCAD
BlueBeam

B. Electronic Messaging System

Outlook (Jefferson County) and Gmail (SCJ)

C. File Transfers Format

FTP site.

Exhibit D
Prime Consultant Cost Computations

See attached.

Agreement Number:

SCI Alliance

Client: Jefferson County
 Project: Quilcene Complete Streets PS&E
 Job #: 0726.03
 File #: 2018-0710_quilcene_fee.xlsm

Consultant Labor Hour Estimate - Exhibit D-2



		Perry	Scott	Whitney	Matt	Maddie	Jill	Alissa						
Task No.	Task Description	Sr Principal Consultant	Principal	Project Engineer I	Senior Designer	Design Engineer	Landscape Architect I	Project Coord I	EMP Cat 6	EMP Cat 7	EMP Cat 8	EMP Cat 9	EMP Cat 10	Total
Phase 01 Final Design Scoping														
Task 01	Final Design Scoping													
1	Final Design Scoping		2.0		6.0			1.0						9.0
Subtotal Hours:			2.0		6.0			1.0						9.0
Total Phase Hours:			2.0		6.0			1.0						9.0
Total Phase Direct Labor:			\$158.00		\$234.00			\$32.00						\$424.00
Phase 02 Project Management														
Task 01	Project Management													
1	Management		6.0	6.0										12.0
2	Schedule and Budget		6.0	6.0										12.0
3	Bi-weekly Progress Reports		8.0	8.0										16.0
4	Progress Billings			2.0				6.0						8.0
Subtotal Hours:			20.0	22.0				6.0						48.0
Task 02	Project Meetings													
1	Project Meetings		12.0											12.0
Subtotal Hours:			12.0											12.0
Task 03	Quality Assurance/Quality Control													
1	Quality Control		6.0											6.0
2	Quality Assurance	1.0												1.0
Subtotal Hours:			1.0	6.0										7.0
Total Hours All Tasks:			1.0	38.0	22.0			6.0						67.0
Total Direct Labor Estimate			\$109.00	\$3,002.00	\$990.00			\$192.00						\$4,293.00
Phase03 Charette Support														
Task 01	Charrette Support													
1	Concept Design Cost Estimating		12.0		16.0									28.0
Subtotal Hours:			12.0		16.0									28.0
Total Hours All Tasks:			12.0		16.0									28.0
Total Direct Labor Estimate			\$948.00		\$624.00									\$1,572.00
Phase 04 Geotechnical Study (Landau)														
Phase 05 Preliminary Design														
Task 01	Preliminary Design													
1	Roadway Layout		1.0		24.0									25.0
2	Stormwater		1.0	24.0										25.0
3	Utility Coordination				8.0									8.0
4	Plan for Approval				16.0									16.0
5	School Zone Flashing Beacons				8.0									8.0
6	Cover Sheet					2.0								2.0
7	Horizontal Alignment Plan				1.0	6.0								7.0
8	Roadway Sections				1.0	6.0								7.0
9	Removal Plans				6.0									6.0
10	Roadway Drainage Plan and Profiles			2.0	6.0									8.0
11	Channelization and Signing				2.0	8.0								10.0
12	Illumination Plan				4.0									4.0
13	Preliminary Cost Estimate		1.0	4.0	12.0	4.0								21.0
14	Basis of Design Technical Memorandum		1.0		12.0									13.0
Subtotal Hours:			4.0	30.0	100.0	26.0								160.0
Total Phase Hours:			4.0	30.0	100.0	26.0								160.0
Total Phase Direct Labor:			\$316.00	\$1,350.00	\$3,900.00	\$780.00								\$6,346.00

Consultant Labor Hour Estimate - Exhibit D-2

SCJ Alliance

Client: Jefferson County
Project: Quilcena Complete Streets PS&E
Job #: 0726.03
File #: 2018-0710_quilcena_fee.xlsm



		Perry	Scott	Whitney	Matt	Maddie	Jill	Alissa							
Task No.	Task Description	Sr Principal Consultant	Principal	Project Engineer I	Senior Designer	Design Engineer	Landscape Architect I	Project Coord I	EMP Cat 6	EMP Cat 7	EMP Cat 8	EMP Cat 9	EMP Cat 10	Total	
Phase 06 Agency Coordination															
Task 01 WSDOT Review															
1	1st PFA Submittal		1.0		3.0									4.0	
2	2nd PFA/Pre-Mylar Submittal				2.0									2.0	
3	3rd PFA/Mylar Submittal				1.0									1.0	
4	1st FPS Review		1.0		3.0									4.0	
5	Final FPS Review		1.0		3.0									4.0	
6	Coordination		2.0		4.0									6.0	
Subtotal Hours:			5.0		16.0									21.0	
Total Phase Hours:			5.0		16.0									21.0	
Total Phase Direct Labor:			\$395.00		\$624.00									\$1,019.00	
Phase 07 Final Design															
Task 01 Final Design															
1	Utility Conflicts		1.0		8.0									9.0	
2	Roadway Layout		2.0		24.0									26.0	
3	Stormwater		1.0	12.0										13.0	
4	Flashing Beacons				4.0									4.0	
5	Basis for Design Report				8.0									8.0	
Subtotal Hours:			4.0	12.0	44.0									60.0	
Task 02 PS&E Documents															
1	90% Plans														
	Cover Sheet				2.0									2.0	
	Summary of Quantities				1.0									1.0	
	Horizontal Alignment Plan				1.0	2.0								3.0	
	Roadway Sections				4.0	8.0								12.0	
	Removal Plans				12.0									12.0	
	Temporary Erosion and Sediment Control			16.0	4.0									20.0	
	Roadway and Drainage Plan and Profile			16.0	20.0									36.0	
	Access Ramp Grading and Raised Table School Frontage				20.0									20.0	
	Paving Plans				4.0	12.0								16.0	
	Channelization and Signing				2.0	12.0								14.0	
	Sign Specification Sheet				2.0	8.0								10.0	
	Illumination Plans				8.0									8.0	
	Traffic Control Plans				8.0	12.0								20.0	
2	90% Engineer's Estimate		1.0	4.0	16.0	8.0	4.0							33.0	
3	90% Contract Documents		2.0	2.0	32.0									36.0	
4	Final Comment Resolution		1.0	2.0	4.0									7.0	
5	Final Plans		2.0	8.0	12.0	12.0								34.0	
6	Final Engineer's Estimate		1.0	2.0	4.0									7.0	
7	Final Contract Documents		2.0	2.0	8.0		2.0							14.0	
Subtotal Hours:			9.0	52.0	164.0	74.0	6.0							305.0	
Total Hours All Tasks:			13.0	64.0	208.0	74.0	6.0							365.0	
Total Direct Labor Estimate			\$1,027.00	\$2,880.00	\$8,112.00	\$2,220.00	\$204.00							\$14,443.00	
Phase 08 Bidding Services															
Task 01 Bidding Services															
1	Bidding Services		2.0	2.0	8.0									12.0	
Subtotal Hours:			2.0	2.0	8.0									12.0	
Total Phase Hours:			2.0	2.0	8.0									12.0	
Total Phase Direct Labor:			\$158.00	\$90.00	\$312.00									\$560.00	
Total Hours All Phases:			1.0	76.0	118.0	354.0	100.0	6.0	7.0					662.0	
Total Direct Labor Estimate All Phases			\$109.00	\$6,004.00	\$5,310.00	\$13,806.00	\$3,000.00	\$204.00	\$224.00					\$28,657.00	

Consultant Fee Determination - Exhibit D-1



SCJ Alliance

Client: Jefferson County
Project: Quilcene Complete Streets PS&E
Job #: 0726.03
File #: 2018-0710_quilcene_fee.xlsm

Consultant Fee Determination

DIRECT SALARY COST

<u>Discipline</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Sr Principal Consultant	1.0	\$109.00	\$109
Principal	76.0	\$79.00	\$6,004
Project Engineer I	118.0	\$45.00	\$5,310
Senior Designer	354.0	\$39.00	\$13,806
Design Engineer	100.0	\$30.00	\$3,000
Landscape Architect I	6.0	\$34.00	\$204
Project Coord I	7.0	\$32.00	\$224

Subtotal:	662.0	Total Direct Salary Cost	\$28,657
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OVERHEAD

Overhead Rate:	165.35%	Direct Salary Cost:	\$28,657	Overhead Cost	\$47,384
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FIXED FEE

Fixed Fee Rate:	32.00%	Direct Salary Cost:	\$28,657	Fixed Fee Cost	\$9,170
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TOTAL SALARY COST

Total Salary Cost	\$85,212
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SUBCONSULTANTS (Yes or No)

Yes

Phase 4	Geotechnical Study	Landua	\$19,801
	Subconsultant Fee		\$19,801
	Subconsultant Markup:	0%	\$0
		Total Subconsultants	\$19,801

REIMBURSABLES

Copies, Reproductions, et	1.0%	of Total Salary Cost	\$852
Mileage:	1,200	miles at \$0.540	\$648
		Total Expenses:	\$1,500

SUBTOTAL (SALARY, SUBCONSULTANTS AND EXPENSES)

Subtotal (Salary, Subconsultants and Expenses)	\$106,513
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MANAGEMENT RESERVE FUND (MRF)

Management Reserve	5.0%	of Subtotal	\$5,326
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Total Estimated Budget:	\$111,838
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**Washington State
Department of Transportation**

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

July 20, 2017

Shea, Carr, & Jewell, Inc. (dba SCJ Alliance)
8370 Tallon Lane NE, Suite 200
Lacey, WA 98516-6642

Subject: Acceptance FYE 2016 ICR – CPA Report

Dear Ms. Lisa Hicks:

We have accepted your firms FYE 2016 Indirect Cost Rate (ICR) of 165.35% based on the "Independent CPA Report," prepared by CPA Consulting, Inc.. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms

Exhibit E

Sub-consultant Cost Computations

There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

See attached.

Agreement Number:

Exhibit E-1
Subconsultant Fee Determination - Summary Sheet
(Mandatory when Subconsultants are utilized)

Project: Quilcene Complete Streets

Subconsultant: Landau Associates, Inc.

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Hours</u>	<u>X</u>	<u>Rate</u>	<u>=</u>	<u>Cost</u>
Principal	5	X	\$77.40		\$387.00
Senior Project Engineer	50	X	\$38.46		\$1,923.00
Senior Staff EIT	30	X	\$32.00		\$960.00
Project Coordinator	7	X	\$31.25		\$218.75
Support Staff	2	X	\$24.04		\$48.08
CAD/GIS Technician	2	X	\$31.25		\$62.50
		X	\$0.00		\$0.00
		X	\$0.00		\$0.00
		X	\$0.00		\$0.00
		X	\$0.00		\$0.00
		X	\$0.00		\$0.00
		X	\$0.00		\$0.00
		X	\$0.00		\$0.00
Total Direct Salary =					\$3,599.33

Overhead Cost @ 212.53% of Direct Labor Cost (c)	=	\$7,649.66
Profit @ 32% of Direct labor Cost	=	\$1,151.79
Total Direct Labor	=	\$12,400.77

Reimbursables:

Mileage and Field Equip	\$400.00
Locates and Traffic Controls	\$850.00
Drilling	\$4,500.00
Laboratory Testing	\$1,650.00

Subconsultant Total = \$19,800.77

Prepared By: Calvin McCaughan

Date: 6/10/2018

Fee Schedule

107.67



**Washington State
Department of Transportation**

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

November 13, 2017

Landau Associates, Inc.
130 - 2nd Avenue South
Edmonds, WA 98020

Subject: Acceptance FYE 2017 ICR – CPA Report

Dear Mr. Dennis Hobbs:

We have accepted your firms FYE 2017 Indirect Cost Rate (ICR) of 212.53% based on the "Independent CPA Report," prepared by T. Wayne Owens, CPA. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms

Exhibit F

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number:

Exhibit G ***Certification Document***

- Exhibit G-1(a) Certification of Consultan
- Exhibit G-1(b) Certification of _____
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters -
Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbyin
- Exhibit G-4 Certificate of Current Cost or Pricing Dat

Agreement Number:

Exhibit G-1(a) Certification of Consultant

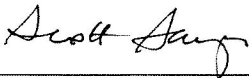
I hereby certify that I am the and duly authorized representative of the firm of
Shea, Carr & Jewell, Inc.
whose address is
8730 Tallon Lane NE, Suite 200, Lacey, WA 98516
and that neither the above firm nor I have

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the Washington Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Shea, Carr & Jewell, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

July 10, 2018

Date

Agreement Number:

Exhibit G-1(b) Certificatio of Jefferson County

I hereby certify that I am the:

☐

☐ Other

of the Jefferson County, and
or its representative has not been required, directly or indirectly as an express or implied condition in connection
with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; o
- b) Pay, or agree to pay, to any firm, person, or o ganization, any fee, contribution, donation, or consideration
of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Washington Department of Transportation
and the Federal Highway Administration, U.S. Department of Transportation, in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

Signature

Date

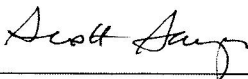
Agreement Number:

Exhibit G-2 Certificatio Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receivin stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

Shea, Carr & Jewell, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

July 10, 2018

Date

Agreement Number:

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

Shea, Carr & Jewell, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

July 10, 2018

Date

Agreement Number:

Exhibit G-4 Certificat of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____
as of _____ ** are accurate, complete, and current

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm:

Signature

Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ N/A

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ N/A

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ N/A

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit

N/A

Agreement Number:

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number:

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Agreement Number:

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number:

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit

Agreement Number:

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Philip Morley, County Administrator

From: ~~for~~ Monte Reinders, Public Works Director / County Engineer 

Agenda Date: August 13, 2018

Subject: Civil Engineer Professional Services Agreement for Quilcene Complete Streets Project

Statement of Issue:

Professional Services Agreement with SCJ Alliance of Lacey, WA, for Civil Engineer Professional Services for the Quilcene Complete Streets Project.

Analysis/Strategic Goals/Pro's & Con's:

This project is included in both Jefferson County's officially adopted 2018-2023 Transportation Improvement Program (TIP) and the 2018 Annual Construction Program as Item No. 3. This project is funded through the WSDOT Pedestrian & Bicycle program whose objective is to improve the transportation system so as to enhance safety and mobility for people who choose to walk or bike.

This agreement will provide Civil Engineer Professional Services by SCJ Alliance to prepare the project plans, specifications, estimate and provide bidding support. The required engineering services for this project consist of: signage, pedestrian crosswalks and refuges, accessible landings, curbs, sidewalks, bicycle lanes, stormwater design, school frontage improvements, and WSDOT coordination.

Fiscal Impact/Cost Benefit Analysis:

This Professional Services Agreement, for Civil Engineering services, is for \$111,838.
This project is funded by an \$884,165 WSDOT Pedestrian & Bicycle Program grant.

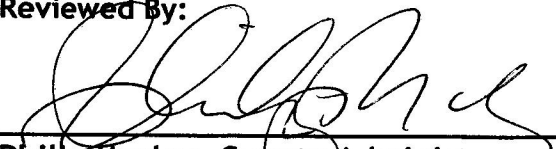
Recommendation:

The Board is asked to execute the three (3) originals of the Professional Services Agreement with SCJ Alliance, and return (2) signed originals to Public Works (attn. Eric Kuzma).

Department Contact:

Eric Kuzma, Engineering Services Manager/Asst. / Public Works Director, (360) 385-9167

Reviewed By:


Philip Morley, County Administrator


Date

CONTRACT REVIEW FORM

CONTRACT WITH: Shea, Carr & Jewell, Inc. (dba, SCJ Alliance)

(Contractor/Consultant)

CONTRACT FOR: Engineering Services

TERM: N/A

COUNTY DEPARTMENT:	<u>Public Works</u>
For More Information Contact:	<u>Eric Kuzma</u>
Contact Phone #:	<u>(360) 385-9167</u>
RETURN TO: <u>Chris</u>	RETURN BY: <u>8/13/18</u>
(Person in Department)	(Date)

AMOUNT: \$111,838

PROCESS:

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

Revenue: 33403.61

Expenditure: 180.000.010.59500.41

Matching Funds Required: No

Sources(s) of Matching Funds N/A

Step 1:	REVIEW BY RISK MANAGEMENT
Review by:	<u>Philip Morley</u>
Date Reviewed:	<u>8/8/18</u>
☒ APPROVED FORM	☐ Returned for revision (See Comments)
Comments:	<u>Noted and noted to Professional</u>

Step 2:	REVIEW BY PROSECUTING ATTORNEY
Review by:	<u>Philip Hunsucker</u>
Date Reviewed:	<u>4/30/18</u>
☐ APPROVED AS TO FORM	☐ Returned for revision (See Comments)
Comments:	<u>Pre-Approved Contract</u>

Step 3: (If required) DEPARTMENT MAKES REVISIONS AND RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY

Step 4: CONTRACTOR/CONSULTANT SIGNS APPROPRIATE NUMBER OF ORIGINALS

Step 5: SUBMIT TO BOCC FOR APPROVAL

Submit originals and 7copies of Contract, Review Form, and Agenda Bill to BOCC Office.

Place "Sign Here" markers on all places the BOCC needs to sign.

MUST be in BOCC Office by 4:30 p.m. TUESDAY for the following Monday's agenda.

(This form is to stay with the contract throughout the contract review process and accompany the Agenda Bill.)

Client#: 116497

SHEACARR

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

7/09/2018

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

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

PRODUCER Propel Insurance Tacoma Commercial Insurance 1201 Pacific Ave, Suite 1000 Tacoma, WA 98402	CONTACT NAME: Debbie Winston PHONE (A/C, No, Ext): 800 499-0933 FAX (A/C, No): 866 577-1326 E-MAIL ADDRESS: debbie.winston@propelinsurance.com																					
INSURED Shea, Carr & Jewell Inc dba SCJ Alliance 8730 Tallon Lane NE, Suite 200 Lacey, WA 98516	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A :</td><td>Continental Casualty Company</td><td>20443</td></tr> <tr> <td>INSURER B :</td><td>American Casualty Co of Reading PA</td><td>20427</td></tr> <tr> <td>INSURER C :</td><td></td><td></td></tr> <tr> <td>INSURER D :</td><td></td><td></td></tr> <tr> <td>INSURER E :</td><td></td><td></td></tr> <tr> <td>INSURER F :</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Continental Casualty Company	20443	INSURER B :	American Casualty Co of Reading PA	20427	INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER B :	American Casualty Co of Reading PA	20427																				
INSURER C :																						
INSURER D :																						
INSURER E :																						
INSURER F :																						

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	X	2090667295	06/15/2018	06/15/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	4012152794	06/15/2018	06/15/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED RETENTION \$	X	X	4016829451	06/15/2018	06/15/2019	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	2090667295 WA Stop Gap	06/15/2018	06/15/2019	PER STATUTE ☒ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
A	Professional Liability			AEH591920345	06/17/2018	06/17/2019	Aggregate: \$2,000,000 Occurrence: \$2,000,000

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

RE: SCJ Project Number 0726.03 - Quilcene Complete Streets PS&E.

Additional Insured Status applies per attached form(s). Primary and Non-Contributory coverage applies per attached form(s). Waiver of Subrogation applies per attached form(s).

CERTIFICATE HOLDER**CANCELLATION**

Jefferson County Erik Kuzma, Public Works 623 Sheridan Street Port Townsend, WA 98368	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**BLANKET ADDITIONAL INSURED
AND
LIABILITY EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

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I. BLANKET ADDITIONAL INSURED PROVISIONS

A. ADDITIONAL INSURED – BLANKET VENDORS

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a "written contract" to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Subparagraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- 2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
 - 3. This provision 2. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
 - 4. This provision 2. does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Policy or by endorsement.

B. MISCELLANEOUS ADDITIONAL INSURED

- 1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs 3.a. through 3.j. below whom you are required to add as an additional insured on this policy under a "written contract".
- 2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:
 - a. A higher limit of insurance than required by such "written contract";
 - b. Coverage broader than required by such "written contract" and in no event greater than that described by the applicable paragraph a. through k. below; or
 - c. Coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard." But this paragraph c. does not apply to the extent coverage for such liability is provided by paragraph 3.j. below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

- 3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

- a. **Controlling Interest**

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) such person or organization's financial control of you; or
- (2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

b. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for "bodily injury", "property damage" or "personal and advertising injury" as co-owner of such premises.

c. Grantor of Franchise

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for "bodily injury", "property damage", or "personal and advertising injury" as grantor of a franchise to you.

d. Lessor of Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by your maintenance, operation or use of such equipment, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury" takes place prior to the termination of such lease.

e. Lessor of Land

Any person or organization from whom you lease land, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury", takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

f. Lessor of Premises

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury", takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

g. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

h. State or Political Subdivisions

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- (1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance or use of any elevators covered by this insurance; or

(2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or government agency or subdivision or political subdivision; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

With respect to this provision's requirement that additional insured status must be requested under a "written contract", we will treat as a "written contract" any governmental permit that requires you to add the governmental entity as an additional insured.

i. Trade Show Event Lessor

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "bodily injury", "property damage", or "personal and advertising injury" cause by:

- a. Your acts or omissions; or
- b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

j. Other Person or Organization

Any person or organization who is not an additional insured under paragraphs a. through i. above. Such additional insured is an insured solely for "bodily injury", "property damage" or "personal and advertising injury" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

- (1) For "bodily injury", "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services;
- (2) For "bodily injury" or "property damage" included in the "products-completed operations hazard." But this provision (2) does not apply to such "bodily injury" or "property damage" if:
 - (a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "written contract"; and
 - (b) The "written contract" requires you to make the person or organization an additional insured for such "bodily injury" or "property damage"; or
- (3) Who is afforded additional insured coverage under another endorsement attached to this policy.

C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE

With respect only to additional insured coverage provided under paragraphs A. and B. above:

- 1. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "written contract" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

- 2. Under **Liability and Medical Expense Definitions**, the following definition is added:

"Written contract" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

- a. Is currently in effect or becomes effective during the term of this policy; and
- b. Was executed prior to:

- (1) The "bodily injury" or "property damage"; or
 - (2) The offense that caused the "personal and advertising injury";
- for which the additional insured seeks coverage.

II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. Bodily Injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of "Bodily injury" is deleted and replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. Broad Knowledge of Occurrence

Under Businessowners Liability Conditions, the Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

Paragraphs a. and b. above apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

D. Legal Liability – Damage To Premises

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion **k. Damage To Property**, is replaced by the following:

k. Damage To Property

"Property damage" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of

such property for any reason, including prevention of injury to a person or damage to another's property;

2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
3. Property loaned to you;
4. Personal property in the care, custody or control of the insured;
5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2 of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs 1, 3, and 4, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs 3, 4, 5, and 6 of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6 of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph (14) of the exclusion entitled **Personal and Advertising Injury**:

Exclusions c, d, e, f, g, h, i, k, l, m, n, and o, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

3. The first Paragraph under item 5. **Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "property damage" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You limit shown in the Declaration.

E. Personal and Advertising Injury – Discrimination or Humiliation

1. Under **Liability and Medical Expenses Definitions**, the definition of "personal and advertising injury" is amended to add the following:
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
 - (1) Not done intentionally by or at the direction of:
 - (a) The insured; or

- (b) Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and
- (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.
- 2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising Injury** is amended to add the following additional exclusions:
 - (15) **Discrimination Relating to Room, Dwelling or Premises**
Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.
 - (16) **Employment Related Discrimination**
Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.
 - (17) **Fines or Penalties**
Fines or penalties levied or imposed by a governmental entity because of discrimination.
- 3. This provision (**Personal and Advertising Injury – Discrimination or Humiliation**) does not apply if **Personal and Advertising Injury Liability** is excluded either by the provisions of the Policy or by endorsement.

F. Personal and Advertising Injury - Broadened Eviction

Under **Liability and Medical Expenses Definitions**, the definition of "Personal and advertising injury" is amended to delete Paragraph c. and replace it with the following:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

G. Waiver of Subrogation – Blanket

We waive any right of recovery we may have against:

- a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.

IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C., OF THIS ENDORSEMENT FOR THESE DUTIES.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED ENDORSEMENT
WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE
&
BLANKET WAIVER OF SUBROGATION
Architects, Engineers and Surveyors**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

- A. WHO IS AN INSURED (Section C.)** of the Businessowners Liability Coverage Form is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:
1. Currently in effect or becoming effective during the term of this policy; and
 2. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."
- B.** The insurance provided to the additional insured is limited as follows:
1. That person or organization is an additional insured solely for liability due to your negligence specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.
 2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
 3. The coverage provided to the additional insured within this endorsement and section titled **LIABILITY AND MEDICAL EXPENSE DEFINITIONS – "Insured Contract"** (Section F.9.) within the Businessowners Liability Coverage Form, does not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
 4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
 - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as construction manager; or
 - b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.
 5. This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:
 - a. The construction or demolition work while you are acting as a construction or demolition contractor. This exclusion does not apply to work done for or by you at your premises.
- C. BUSINESSOWNERS GENERAL LIABILITY CONDITIONS – Duties In The Event of Occurrence, Offense, Claim or Suit (Section E.2.)** of the Businessowners Liability Coverage Form is amended to add the following:
- An additional insured under this endorsement will as soon as practicable:
1. Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;

2. Tender the defense and indemnity of any claim or "suit" to us for a loss we cover under this Coverage Part;
3. Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
4. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

D. OTHER INSURANCE (Section H. 2. & 3.) of the Businessowners Common Policy Conditions are deleted and replaced with the following:

2. This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing to the additional insured's own coverage. This insurance is excess over any other insurance to which the additional insured has been added as an additional insured by endorsement.
3. When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured

against that "suit" If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

E. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (Section K.2.) of the Businessowners Common Policy Conditions is deleted and replaced with the following:

2. We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included within the "products-completed operations hazard."

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS EXTENDED COVERAGE ENDORSEMENT

- BUSINESS AUTO PLUS -

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
 - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an "insured" but only with respect to their legal liability for acts or omissions of a person, who qualifies as an "insured" under Section II – Who Is An Insured and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's"

name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In **a.(4)**, the limit for the loss of earnings is changed from \$250 to \$500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision **C.** is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

D. Hired "Autos"

The following is added to **Section III, Paragraph A.:**

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered "auto" you lease, hire, rent or borrow without a driver; and
- b. Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned "autos."
- e. Such physical damage coverage for hired "autos" will:
 - (1) Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per "accident."

E. Airbag Coverage

The following is added to **Section III, Paragraph B.3.:**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories.

- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the "diminution in value" exclusion does not apply to:

- a. Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the "auto's" actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III:**

- 1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:
 - a. An "auto" owned by that "executive officer" or a member of that person's household; or
 - b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered "auto"; and

(2) Excess over any other collectible insurance.

2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.:**

- (4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.:**

- (6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have, because of payments we make for injury or

damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an "accident" or "loss."

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.:**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.:**

Regardless of the provisions of Paragraphs 5.a. and 5.d. above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract. That written contract must have been entered into prior to "Accident" or "Loss."

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. Paragraph C. is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.