


Agenda Summary Report (ASR)

Franklin County Board of Commissioners

DATE SUBMITTED: December 29, 2020	PREPARED BY: Derrick Braaten
Meeting Date Requested: January 5, 2021	PRESENTED BY: Derrick Braaten
ITEM: (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Brought Before the Board Time needed:	
SUBJECT: Request for approval of updated Services Agreement between Northwest Code Professionals (NWCP), formally "The Building Department, Inc., and Franklin County for contract building services.	
FISCAL IMPACT: None	
BACKGROUND: In 2016, Franklin County entered into a services agreement with The Building Department, Inc. for the provision of contract building services, as needed. This agreement provided a whole range of building services the firm could provide, including structural plan review and building inspections. For those services provided, the Building Department, Inc. would receive \$75 per hour, not to exceed \$600 in any one day. The Building Department, Inc. has since merged with another company and is now "Northwest Code Professionals". They are requesting an amendment to the services contract. The new agreement provides for 80% of the fees charged to the applicant for structural plan review, 80% of the fee charged to the applicant for the building permit, if they perform all the duties associated with said service. The rate for on-call services is being increased from \$75 an hour to \$80 an hour. The primary service provided is on-call services for building inspections.	
RECOMMENDATION: Recommend that the Board of County Commissioners sign the attached Services Agreement between Franklin County and Northwest Code Professionals.	
COORDINATION: Proposed services agreement has been reviewed by the Building Official, Darryl Brown, Planning & Building Director Derrick Braaten, and has been reviewed as to form by Deputy Civil Attorney Jennifer Johnson.	
ATTACHMENTS: (Documents you are submitting to the Board) (1) The draft Services Agreement between Franklin County and Northwest Code Professionals. (2) Resolution 2016-259, approving 2016 Professional Services Contract.	
HANDLING / ROUTING: To the Clerk of the Board: 1 Original Agreement; Northwest Code Professionals: 1 Original Agreement; To Planning: 1 Copy of Final Signed Agreement;	

I certify the above information is accurate and complete.

 Derrick Braaten

FRANKLIN COUNTY RESOLUTION NO. _____

PROFESSIONAL SERVICES AGREEMENT

between

FRANKLIN COUNTY, WASHINGTON

and

NORTHWEST CODE PROFESSIONALS

WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the county and ensure the care of county property and management of county funds and business; and

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached Professional Services Agreement as being in the best interest of Franklin County.

NOW, THEREFORE, BE IT RESOLVED that the attached Professional Services Agreement (Terms and Conditions, List of Services Provided, and Compensation) between Franklin County and Northwest Code Professionals, to perform on-call building services on behalf of Franklin County is hereby approved by the Board.

SIGNED AND DATED THIS 5 **DAY OF** JANUARY **2021.**

**BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON**

Chairman

Chair Pro-Tem

Commissioner

Attest:

Clerk to the Board

Original to County Auditor
Original to Northwest Code Professionals
Duplicate to Planning and Building Dept.



BUILDING CODE SERVICES AGREEMENT

This agreement is made this 19th day of October, 2020, between NORTHWEST CODE PROFESSIONALS, ("NWCP"), and FRANKLIN COUNTY, Washington, (Municipality) for and in consideration of the mutual benefits to be derived hereby. The parties hereby agree as follows:

Scope of Services: NWCP will provide project support in addition to plan review and inspection services to the municipality on an as needed basis as directed by the Municipality. The reviews will encompass foundation, structural, plumbing, mechanical, accessibility, energy code and life safety provisions. NWCP will perform inspections and plan reviews per the Municipalities adopted codes. NWCP is not obligated to perform services beyond what is covered under this agreement. Any changes or additions to the scope of work shall be done only in writing and shall specifically state the additional fees, if any, for such changes. NWCP is under no obligation to perform and will not perform any inspection services relating to site infrastructure including roads, parking lots, landscaping, drainage, or other matters not included as building code issues. NWCP will perform work at a level of competency in accordance with industry standards.

Fee Structure: NWCP fees will be adjusted by written notice every two years to reflect increases in staffing costs for services via written addendum sent to Municipality. For this original agreement the fees for services will be as follows:

Project Support Service Fees:

- Commercial Plan Review Fee **80% of total plan review fees^{1, 2}**
- Inspection Fee **80% of total building permit fees²**
- Residential Plan Review **\$80.00 Per hour.**
- Inspection Services/Bus. Lic. **\$80.00 per hour.**
- After Hours/Weekend Inspections **\$100.00 per hour– Minimum 2 hr. charge.**

¹NWCP will determine if a project requires Structural engineered review services. If requested or deemed appropriate by the **Municipality**, these fees will be billed at actual cost and may be billed directly to the applicant by Municipality.

²Where NWCP provides full services to the municipality the percentage rates will apply to all building code permits submitted to the municipality. Hourly rates in full service cities and counties will only apply for investigations for work without permits, building



codes enforcement, reinspections, inspections requested on nonscheduled inspection days or emergency inspection requests and the additional charges may be passed on to the property owner or permit holder at Municipalities discretion. Project valuation used to determine permit fees shall be based upon the current ICC Valuation tables published by the International Code Council. Final valuation used to determine permit fees shall be determined by the Building Official.

Fees for Review of Changes to Approved Plans:

All review of changes to previously approved plans will be billed at a rate of **\$80 per hour**.

On-Call Inspections Fees for partial service contracts²: (includes travel time from last location or inspector's office whichever is closest to municipality) Hourly Rate of **\$80.00** per hour. Time tracked will include travel time from NWCP office to the municipality. Rates are all inclusive – no separate billing for mileage, vehicle expenses or material will be sent.

Time of Performance: NWCP will perform the services commencing upon execution of this contract. All plan review and inspections will be performed during normal business hours (8:00 a.m. – 5:00 p.m., Monday – Friday).

Project Support: We will typically perform all inspections called in by 4pm on the next business day.

On-Call Inspections: A minimum of 48 hours' lead-time is required to guarantee availability; however, NWCP will always do our best to provide inspection services if notice is less than 48 hours.

We are able to commit to the following plan review schedule:

Plan Review Type	First Comments	Second Comments
Residential projects	5 working days or less	5 working days or less
Multi-family projects	10 working days or less	5 working days or less
Small commercial projects (less than \$2M in valuation)	10 working days or less	5 working days or less



Large commercial projects (Greater than \$2M in valuation)	15 working days or less	10 working days or less
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List of Inspections being provided as part of this contract:

Yes	No	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Setbacks ³
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Footings ³
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wall steel (rebar)*
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Underground plumbing
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Underground electric (inspection done by Washington State Dept. of Labor & Industries)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Under-floor/concrete slab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Rough electric (inspection done by Washington State Dept. of Labor & Industries)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Rough plumbing
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Rough mechanical (flues, vents, exhausts, gas piping)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Rough framing
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Insulation
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Energy Code requirements
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fire-resistant penetrations
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Drywall
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Final electric (inspection done by Washington State Dept. of Labor & Industries)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Final plumbing
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Final mechanical
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Final building

³For the case of setbacks, footings, and wall steel, NWCP will either perform the inspections or, alternatively, administer a program requiring written engineering approval of the footings and wall steel (i.e., engineer's letters) and a written surveyor's approval of the setbacks (i.e., setback certification or similar document). Setback verification for non-building code requirements are the responsibility of the municipality. NWCP will verify property lines are strung and check other setback requirements of the municipality as a courtesy upon written request however accuracy of property markers, string lines or other methods are the responsibility of the permit holder and property owner.

Invoice & Payment Structure: NWCP will invoice the municipality on a monthly basis. All payments are due to NWCP within 30 days of invoice date.

Late Payment Fee: All payments not made to NWCP within the 30 days following delivery of the invoice from NWCP will incur a monthly rebilling fee of \$35.00 and interest will accrue at a rate of 3% each month bill is not paid in full.

Duration: This term of this agreement shall be for a period of (2) years commencing on the date this Contract is signed, and shall automatically renew each year absent notice of



one party to the other of intent to cancel pursuant to Termination of Agreement. Fee schedules will be reviewed on a two-year basis and addendums may be issued upon agreement of terms by both parties.

Municipality Obligations: The Municipality shall timely provide all data information, plans, specifications and other materials required by NWCP to perform the Scope of Services.

Insurance: NWCP will provide insurance in accordance with the certificate of insurance attached and incorporated herein as if fully set forth. (Available upon request)

Assignment: NWCP may not assign this contract without the consent of the Municipality which consent shall not be unreasonably withheld. However, NWCP is permitted to subcontract portions of the services to be provided. NWCP remains responsible for any subcontractor's performance. Subcontractors will be subject to the same performance criteria expected of NWCP. Performance clauses will be included in contracts with all subcontractors to assure quality levels and agreed upon schedules are met.

Third Party Reliance: This agreement is intended for the mutual benefit of the parties hereto and no third-party rights are intended or implied.

Independent Contractor: NWCP is an independent contractor and neither NWCP nor its employees will be considered as employed by Municipality but will serve as legal agents of the municipality.

Termination of Agreement: A 30 day written notice is required for either party to cancel their Agreement. Upon cancellation NWCP will immediately invoice Municipality, and Municipality agrees to pay, for all services rendered to Municipality prior to cancellation of this Agreement. Services rendered will be determined by monthly progress reports in a format agreed upon between the parties.

Hold Harmless and Indemnification: NWCP shall indemnify and hold the Municipality and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, loss, damages, or costs, of whatsoever kind or nature, brought against the Municipality arising out of, or in connection with, or incident to, the execution of this Agreement and/or NWCP's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the Municipality, its agents, employees, and/or officers, this indemnity provisions shall be valid and enforceable only to the extent of the negligence of the NWCP; and provided



further, that nothing herein shall require the NWCP to hold harmless or defend the Municipality, its agents, employees, and/or officers for damages or loss caused by the Municipality's sole negligence. The NWCP expressly agrees that the indemnification the municipality for any claims arising under Title 51 R.C.W., for the purposes of this Agreement. The parties have mutually negotiated this waiver. The provisions of this section shall survive the expiration or termination of this Agreement.

Dispute Resolution: Any claim, dispute or other matter in question between Municipality and NWCP arising out of or in any way related to this Agreement may be resolved in a manner mutually agreed to by both Municipality and NWCP. In the absence of such a mutual agreement on the manner of resolution, the matter shall be resolved through litigation with venue in Benton County, Washington. The parties hereto agree to engage in mediation as a condition precedent to the commencement of any other dispute resolution process, including litigation. The parties further agree to openly and cooperatively exchange information with one another in preparation for any mediation session. In the event the parties agree to arbitrate any issue, the American Arbitration Rules for Construction Disputes shall apply, whether or not the parties utilize the services of the American Arbitration Association.

Nondiscrimination: Each party agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, political affiliation or belief, sexual orientation as defined in RCW 49.60.040, the presence of any sensory, mental or physical handicap, or any other protected status, in violation of any applicable federal or state law or regulation and each party agrees to be an Equal Opportunity Employer.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Washington and all services to be provided will be provided in accordance with applicable federal, state, and local law.

Effective Date: Contract will become effective upon signed approval of the Municipality. New service rates noted in contract will become effective on **January 1st 2021.**



Municipality: _____ **Northwest Code Professionals, Inc.**

Signature _____

Signature

Jack E. Applegate, CEO

Name: _____

Name: **Jack E Applegate**

Title: **Franklin County Commissioner**

Title: **President/ CEO**

Date: 1 / 05 / 2021

Date: 10/19/2020

Approved as to form:

PROSECUTING ATTORNEY'S OFFICE

Please return signed contract by 11/31/2020 to:

Northwest Code Professionals
Att: Jack Applegate, President/CEO
144 E 14th Ave
Eugene, Oregon 97401

Or Email to: Jacka@nwcodepros.com CC: Jessicaa@nwcodepros.com

FINAL PAGE

Resolution 2016-259
2016 Services Agreement

FRANKLIN COUNTY RESOLUTION NO. 2016-259

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: PROFESSIONAL SERVICES CONTRACT (TERMS AND CONDITIONS, LIST
OF SERVICES PROVIDED, AND COMPENSATION) BETWEEN FRANKLIN
COUNTY AND THE BUILDING DEPARTMENT, INC. TO PERFORM
BUILDING INSPECTION SERVICES ON BEHALF OF FRANKLIN COUNTY**

WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the county and ensure the care of county property and management of county funds and business; and

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached Professional Services Contract as being in the best interest of Franklin County.

NOW, THEREFORE, BE IT RESOLVED that the attached Professional Services Contract (Terms and Conditions, List of Services Provided, and Compensation) between Franklin County and The Building Department, Inc. to perform building inspection services on behalf of Franklin County is hereby approved by the Board.

APPROVED this 22nd day of June 2016.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON



Chair



Chair Pro Tem

Attest:


Clerk to the Board
Member

PROFESSIONAL SERVICES AGREEMENT
Building Inspection Services

THIS AGREEMENT is made and entered into between Franklin County, a political subdivision of the State of Washington, hereinafter referred to as "County", and The Building Department Inc., a Washington Corporation, hereinafter referred to as "Consultant."

RECITALS

WHEREAS, the County desires to have certain services and/or tasks performed as set forth below requiring specialized skills, training, equipment, and other supportive capabilities; and

WHEREAS, the Consultant represents that it is qualified and possesses sufficient skills, experience, equipment, and necessary capabilities, including: technical and professional expertise, when required, to perform the services and/or tasks as set forth in this Agreement upon which the County is relying.

NOW, THEREFORE, in consideration of the mutual covenants, and performances contained herein, the parties agree as follows:

1. **Scope of Services.** The Consultant shall perform such services and accomplish such tasks, including the furnishing of all labor, materials, facilities and equipment necessary for full performance thereof, as identified and designated as Consultant's Responsibilities throughout this Agreement, and as more particularly described in Scope of Work detailed in Exhibit A, attached hereto and incorporated herein (the "Agreement").
2. **Term.** This Agreement shall begin on June 23, 2016, and shall be in effect until terminated in accordance with the provisions of this agreement.
3. **Compensation and Payment.**
 - 3.1 Payment for services provided hereunder shall be made following the performance of such services. Such payment shall be full compensation for work performed or services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to complete the services under this Agreement.
 - 3.2 No payment shall be made for any services rendered by the Consultant except for services identified and set forth in this Agreement except as may be authorized by a written supplemental agreement approved by the County.
 - 3.3 The County shall pay the Consultant for work performed under this Agreement upon timely submitted invoices detailing work performed and expenses for which reimbursement is sought. The County shall approve all invoices before payment is issued. Payment shall occur within thirty (30) days of receipt and approval of an invoice.
 - 3.4 The County shall pay the Consultant for all work performed and expenses incurred under this Agreement, as follows:

- ☒ Hourly (Single Rate): \$75 per hour, but not to exceed a total of \$600 per day without prior written authorization by the County; or
- ☐ Hourly (Multiple Rate): Such rates as identified on Exhibit _____, plus actual expenses incurred as provided under this Agreement, but not to exceed a total of \$ _____ without the prior written authorization by the County; or
- ☐ Fixed Sum: A total of \$ _____; or
- ☐ Other: _____

4. **Reports and Inspections.**

- 4.1 The Consultant at such times and in such forms as the County may require, shall furnish to the County such statements, records, studies, surveys, reports, data, and information as the County may request pertaining to matters covered by this Agreement.
- 4.2 The Consultant shall, at any time during normal business hours and as often as the County or the Washington State Auditor may reasonably deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the County, or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The County shall receive a copy of all audit reports made by the agency or firm as to the Consultant's activities. The County may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Consultant's activities which relate, directly or indirectly, to this Agreement. Consultant shall be provided a copy of such reports.
- 4.3 The Consultant, during the term of this Agreement, shall obtain all permits and registration documents necessary for the performance of its work and for the execution of services at its own expense, and shall maintain its validity. Upon request, the Consultant shall deliver to the County copies of these licenses, registration documents, and permits or proof of their issuance or renewal.
- 4.4 Consultant shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement, and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review, or audit as provided above.
- 4.5 The Consultant shall retain all books, records, documents or other material relevant to this Agreement for three (3) years after its expiration. Consultant agrees that the County, or its designee, shall have full access and right to examine any of said materials at all reasonable times during this period.

5. Ownership and Use of Documents.

- 5.1 All research, tests, surveys, preliminary data, information, drawings and documents made, collected, or prepared by the Consultant for performing the services subject to this Agreement, as well as any final product, collectively referred to as "work product," shall be deemed as the exclusive property of the County, including copyright as secured thereon. Consultant may not use them except in connection with the performance of the services under this Agreement or with the prior written consent of the County. Any prior copyrighted materials owned by the Consultant and utilized in the performance of the services under this Agreement, or embedded in with the materials, products and services provided thereunder, shall remain the property of the Consultant subject to a license granted to the County for their continued use of the products and services provided under this Agreement. Any work product used by the Consultant in the performance of these services which it deems as "confidential," "proprietary," or a "trade secret" shall be conspicuously designated as such.
- 5.2 In the event of Consultant's default, or in the event that this Agreement is terminated prior to its completion, the work product of the Consultant, along with a summary of the services performed to date of default or termination, shall become the property of the County, and tender of the work product and summary shall be a prerequisite to final payment under this Agreement. The summary of services provided shall be prepared at no additional cost, if the Agreement is terminated through default by the Consultant. If the Agreement is terminated through convenience by the County, the County agrees to pay Consultant for the preparation of the summary of services provided.

6. Public Records.

- 6.1 Consultant acknowledges that the County is an agency subject to Chapter 42.56 RCW "Public Records Act." All preliminary drafts or notes prepared or gathered by the Consultant, and recommendations of the Consultant are exempt prior to the acceptance by the County or public citation by the County in connection with County action.
- 6.2 If the Consultant becomes a custodian of public records of the County and request for such records is received by the County, the Consultant shall respond to the request by the County for such records within five (5) business days by either providing the records, or by identifying in writing the additional time necessary to provide the records with a description of the reasons why additional time is needed. Such additional time shall not exceed twenty (20) business days unless extraordinary good cause is shown.
- 6.3 In the event the County receives a public records request for protected work product of the Consultant within its possession, the County shall, prior to the release of any protected work product or as a result of a public records request or

subpoena, provide Consultant at least ten (10) business days prior written notice of the pending release and to reasonably cooperate with any legal action which may be initiated by the Consultant to enjoin or otherwise prevent such release.

7. Independent Contractor Relationship.

- 7.1 The parties intend that an independent contractor relationship is created by this Agreement. The County is interested primarily in the results to be achieved; subject to the scope of services and the specific requirements of this Agreement, the implementation of services will lie solely with the discretion of the Consultant. No agent, employee, officer or representative of the Consultant shall be deemed to be an employee, agent, officer, or representative of the County for any purpose, and the employees of the Consultant are not entitled to any of the benefits or privileges the County provides for its employees. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, officers, subcontractors or representatives during the performance of this Agreement.
- 7.2 In the performance of the services provided in this Agreement, Consultant is an independent contractor with full authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the County and shall be subject to the County's general rights of inspection and review to secure the satisfactory completion thereof.
- 7.3 The Consultant shall comply with all State and Federal laws including, but not limited to:
- 7.3.1 The definition requirements of RCW 50.04.140 (Employment Security).
- 7.3.2 RCW 51.08.195 (Industrial Insurance).
- 7.3.3 Obtain a Franklin County Business Registration.
- 7.4 The County may, at its sole discretion, require the Consultant to remove any employee, agent or servant from employment on this Project who, in the County's sole discretion, may be detrimental to the County's interest.

8. Indemnification.

- 8.1 The Consultant shall defend, indemnify, and hold harmless the County, its officers, officials, agents, employees, and volunteers from any and all claims and causes of action, including, but not limited to, actions of law or administrative proceedings for all injuries to persons or damages to property, and all losses, damages, demands, suits, judgments, including attorney fees, arising out of, or as a result of, or in connection with the work performed under this Agreement, and caused or occasioned in whole or in part by reason of errors, negligent acts or omissions of the Consultant or its subcontractors in the performance of this

Agreement, except for injuries and damages caused by the sole negligence of the County, its officers, employees, agents, and volunteers.

- 8.2 Should a Court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injuries or damages to property caused by or resulting from the concurrent negligence of the Consultant, and the County, its officers, employees, agents and volunteers, the Consultant's liability and obligation to defend hereunder shall only be the proportionate extent of the Consultant's negligence.
 - 8.3 It is further agreed that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification.
 - 8.4 No liability shall attach to the County by reason of entering into this Agreement except as expressly provided herein.
 - 8.5 This indemnification shall include damages, penalties and attorney fees sustained as a result of Consultant's delayed or failed performance of Section 6 above.
 - 8.6 This waiver has been mutually negotiated by the parties, and the provisions of this section shall survive the expiration or termination of this Agreement.
9. **Insurance.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees, or subcontractors.
- 9.1 **Minimum Scope of Insurance.** Consultant shall obtain insurance of the types described below:
 - 9.1.1 Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form, providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 - 9.1.2 Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The County shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the County.
 - 9.1.3 Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 - 9.1.4 Professional Liability insurance appropriate to the Consultant's profession.

9.2 Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

9.2.1 Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

9.2.2 Commercial General Liability insurance shall be written with limits no less than:

- ☒ \$1,000,000 each occurrence;
- ☒ \$2,000,000 general aggregate; or
- ☐ \$ _____ each occurrence; and \$ _____ general aggregate.

9.2.3 Professional Liability insurance shall be written with limits no less than:

- ☒ \$1,000,000 per claim;
- ☒ \$1,000,000 policy aggregate limit; or
- ☐ \$ _____ per claim; and \$ _____ per policy aggregate limit.

9.3 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability, and Commercial General Liability insurance:

9.3.1 The Consultant's insurance coverage shall be primary insurance as respects to the County. Any insurance, self-insurance, or insurance pool coverage maintained by the County shall be excess of the Consultant's insurance and shall not contribute with it.

9.3.2 The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

9.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

9.5 Verification of Coverage. Consultant shall furnish the County with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

10. Nondiscrimination. In the performance of this Agreement, the Consultant will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Consultant shall ensure that

applicants are employed, and that employees are treated during employment in the performance of this Agreement without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Consultant shall take such action with respect to this Agreement as may be required to ensure full compliance with local, State and Federal laws prohibiting discrimination in employment.

11. **Covenant Against Contingent Fees.** The Consultant warrants that it has not employed nor retained any company, firm, or person, other than a bona fide employee working exclusively for the Consultant, to solicit or secure this Agreement; and that it has not paid or agreed to pay any company, person or firm, other than a bona fide employee working exclusively for the Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement.

12. **Assignment and Subcontracting.**

12.1 The County has awarded this Agreement to the Consultant due to its unique qualifications to perform these services. The Consultant shall not assign (or subcontract other than as specifically identified in Exhibit A) its performance under this Agreement or any portions of this Agreement without the prior written consent of the County, which consent must be sought at least thirty (30) days prior to the date of any proposed assignment.

12.2 Any work or services assigned or subcontracted hereunder shall be subject to each provision of this Agreement including Section 6, Public Records; Section 10, Nondiscrimination; proper bidding procedures where applicable; and all local, State and Federal statutes, ordinances and guidelines.

12.3 Any technical or professional service subcontract not listed in this Agreement, must have prior written approval by the County.

13. **Termination.**

13.1 **Termination for Convenience.** Either party may terminate this Agreement for any reason upon giving the other party no less than ten (10) business days written notice in advance of the effective date of such termination.

13.2 **Termination for Cause.** If the Consultant fails to perform in the manner called for in this Agreement, or if the Consultant fails to comply with any other provisions of this Agreement and fails to correct such noncompliance within five (5) business days of written notice thereof, the County may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Consultant setting forth the manner in which the Consultant is in default. The Consultant will only be paid for services and expenses complying with the terms of this Agreement, incurred prior to termination.

14. General Provisions.

14.1 For the purpose of this Agreement, time is of the essence.

14.2 Notice. Notice provided for in this Agreement shall be sent by:

14.2.1 Personal service upon the Project Administrators.

14.2.2 Certified mail to the physical address of the parties, or by electronic transmission to the e-mail addresses designated for the parties below.

14.3 The Project Administrator for the purpose of this Agreement shall be:

14.3.1 For the County: Jerrod MacPherson, or designee
1016 North 4th Avenue, Room A101
Pasco, WA 99301
jmacpherson@co.franklin.wa.us (e-mail address)

14.3.2 For the Consultant: Richard Mumma, or designee
P.O. Box 5355
West Richland, WA 99353
Richard@tbdinc.net (e-mail address)

15. Dispute Resolution.

15.1 This Agreement has been and shall be construed as having been made and entered into and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington.

15.2 In the event of a dispute regarding the enforcement, breach, default, or interpretation of this Agreement, the Project Administrators, or their designees, shall first meet in a good faith effort to resolve such dispute. In the event the dispute cannot be resolved by agreement of the parties, said dispute shall be resolved by arbitration pursuant to RCW 7.04A, as amended, with both parties waiving the right of a jury trial upon trial de novo, with venue placed in Pasco, Franklin County, Washington. The substantially prevailing party shall be entitled to its reasonable attorney fees and costs as additional award and judgment against the other.

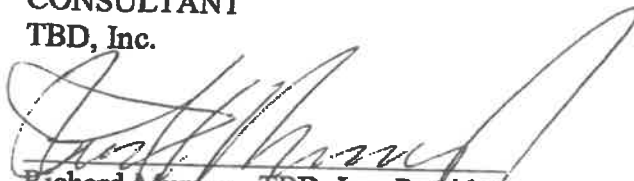
16. Non-waiver. Waiver by the County of any provision of this Agreement or any time limitation provided for in this Agreement, shall not constitute a waiver of any other similar event or other provision of this Agreement.

17. Integration. This Agreement between the parties consists in its entirety of this document and any exhibits, schedules or attachments verified by initials as a part of Exhibit A. Any modification of this Agreement or change order affecting this Agreement shall be in writing and signed by both parties.

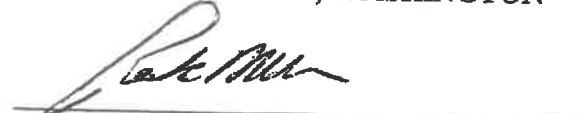
18. **Authorization.** By signature below, each party warrants that they are authorized and empowered to execute this Agreement binding the County and the Consultant respectively.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first written above.

CONSULTANT
TBD, Inc.


Richard Mumma, TBD, Inc. President

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Rick Miller, Chair

ATTEST:


Robert E. Koch, Chair Pro-Tem


Karin Melham
Clerk of the Board


Brad Peck, Member

APPROVED AS TO FORM:

Shawn P. Sant
Franklin County Prosecuting Attorney



Tim Dickerson,
Chief Civil Deputy Prosecuting Attorney

EXHIBIT "A"

List of Services Provided by TBD, Inc. for Franklin County

Note: This list of services can be updated and amended as necessary to ensure the County's needs are met and the services provided satisfy the County, property owners, and the building community.

List of inspections being provided as part of this contract:

Yes	No	
X		• Setbacks*
X		• Footings*
X		• Foundation*
X		• Blocking*
X		• Tie-downs
X		• Wall steel (rebar)*
X		• Post holes*
X		• Underground plumbing
	X	• Underground electric (inspection done by Washington State Department of Labor & Industries)
X		• Under floor frame before subfloor
X		• Under concrete slab
X		• Slab edge insulation
	X	• Rough electric (inspection done by Washington State Department of Labor & industries)
X		• Sprinklers
X		• Rough plumbing
X		• Rough mechanical (flues, vents, exhausts, gas piping)
X		• Rough framing
X		• Masonry
X		• Shear panel fastening
X		• Insulation
X		• Energy Code requirements
X		• Fire-resistant penetrations

X		• Drywall nailing
X		• Lath
X		• Propane tank set
X		• Suspended ceilings
X		• Swimming pool first/final
X		• Gas/wood/pellet stove or insert (heat pump)
X		• Water
	X	• Final electric (inspection done by Washington State Department of Labor and Industries)
X		• Final plumbing
X		• Final mechanical
X		• Final building
X		• Single stop

**For the case of footings, and foundation/wall steel, TBD, Inc. will either perform the inspections or, alternatively, administer a program requiring written engineering approval/special inspector approval of the footings and foundation/wall steel (i.e., engineer's letters or special inspection reports). Setbacks will be inspected and reviewed/approved in accordance with the County pre-approved plot plan/site plan.*

In addition to the above inspections, commercial projects may include above ceiling mechanical and, roof top mechanical inspections, coordination with the local fire department/district on areas of overlap between the fire code and building codes, and multi-stage electric, plumbing, heating, and framing inspections.

Other services being provided as part of this contract

• Field consultation with homeowners, builders, and contractors
• Pre-construction meeting and reviews for projects of major scope and size

Fee Schedule for Building Department Services Provided by TBD, INC.

Permit Inspections	\$75.00 per hour
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Mobile Home, Manufactured Home, and Factory-built Units

Permit Inspections	\$75.00 per hour
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