

Jefferson Transit Authority
Resolution No. 21-08

A RESOLUTION of the Board of Directors of the Jefferson County Public Transportation Benefit Area, hereinafter called the "Authority", authorizing the General Manager to Sign an Agreement with TCF Architecture to provide Schematic Design, Design Development, and Construction Documents to expand and add an additional maintenance bay to the building located at 63 4 Corners Port Townsend, WA

WHEREAS, JTA has funding available and budgeted in Fiscal Year 2021 for the expansion of the Vehicle Maintenance Bay; and

WHEREAS, an RFQ was solicited and a selection committee evaluated the single response provided by TCF Architecture. The selection committee recommends the firm of TCF Architecture as a well-qualified firm for the project; and

WHEREAS, Jefferson Transit staff and Attorney have negotiated terms with TCF Architecture. That it deems reasonable for the scope of work and recommends a contract be awarded to TCF Architecture for Schematic Design, Design Development, and Construction Documents.

WHEREAS, Jefferson Transit Authority is ready to proceed with this building project and now requires authorization from the Authority for the General Manager to sign said agreement;

NOW, THEREFORE, BE IT RESOLVED that the Jefferson Transit Authority Board does hereby authorize the General Manager to sign and execute the Agreement with TCF Architecture not to exceed the amount of \$208,209.00 for the Schematic Design, Design Development, and Construction Documents to expand and add an additional maintenance bay to the building located at 63 4 Corners Port Townsend, WA

CERTIFICATION

The undersigned duly qualified Clerk of the Board, acting on behalf of the Jefferson County Public Transportation Benefit Area, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Jefferson Transit Authority Board held on this 15th day of June, 2021.



Chair



Member



Member




Vice Chair



Member

Attest:



Clerk of the Board



Jefferson Transit Authority

63 Four Corners Road, Port Townsend, WA 98368,
(360) 385-3020, Fax: (360) 385-2321

PROFESSIONAL SERVICES AGREEMENT

SECTION 1 – Parties to the Agreement

It is hereby agreed by and between Jefferson Transit Authority ("JTA"), Jefferson County, Washington, AND TCF Architecture ("Contractor"), that the Contractor shall provide indicated services to JTA in accordance with the Terms and Conditions set forth below and any incorporated or attached addenda this Agreement.

This Agreement type is a (Check one):

☒ One Time Only ☐ Ongoing/Renewable ☐ Urgent/Emergency ☐ Other (explain below)

Other: _____

SECTION 2 – Scope of Work

The Contractor agrees to provide the following professional services to JTA (list each type of service to be provided and indicate if a detail description is attached):

#	Title of Service:	Attachment No.
1	2019-22 Additional Maintenance Bay Design	
2		
3		
4		
5		

SECTION 3 – Compensation & Payment Schedule

JTA will compensate the Contractor upon receipt of a valid invoice by (Check all that apply and attach additional details regarding payments to be made by involved parties):

☐ Lump Sum Payment of \$_____ due at completion of work upon: ☐ JTA Inspection/Sign-off Required
☒ All Charges not to Exceed Contract Amount of \$208,209.00 for services billed progressively throughout project
☐ Recurring charges of \$_____ to be paid (Circle one): Weekly Bi-Weekly Monthly Quarterly Semi-Annual Annually

☐ See Attachment: _____ for further details.

1. All submitted invoices shall be paid by JTA **Net 30 days** unless agree otherwise by parties to this Agreement.
2. JTA reserves the right to request related documents (i.e., receipts, statements etc.) and any other proof of expenses and costs incurred by the Contractor on behalf of JTA and invoiced for payment or reimbursement.
3. JTA also reserves the right to contest what it deems to be unjustified or excessive charges for services rendered as described within this Agreement. Should one or more of the Contractor's invoices be contested the following shall apply:

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- 3.1. Written notice shall be provided by JTA within 14 business days indicating the Invoice by number, its date and a brief description of the work(s) or charge(s) in dispute.
- 3.2. JTA shall make all reasonable efforts to negotiate in good faith to resolve the contested invoices(s) within the original Net 30 day period and make prompt payment thereafter.
- 3.3. Billing disputes not so resolved shall be decided in accordance with the procedures of section 6.13 below.
4. The Term "Contractor" as used throughout this Agreement shall mean TCF Architecture, PLLC, and all of its Principals, Key Personnel, and sub-consultants performing Professional Services in support of this Agreement.
5. For Ongoing/Renewable type Agreements which have passed the expiration date set in SECTION 4 and services were rendered to JTA thereafter, all existing fees and rates as previously detailed and set will apply.

SECTION 4 – Term of Agreement

The term (or length) of this Agreement shall start on (date): _____ and expire on: _____.

Under no circumstances shall the Contractor begin any work (billable or not) before receiving written approval to do so by an authorized JTA agent.

Work performed subsequent to the expiration date of this Agreement shall be billed at the original Agreement rates previously set forth.

SECTION 5 – Insurance & Liability

☒ This Agreement requires the Contractor to be Insured (Check if required)

If insurance is required, the Contractor 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 caused by the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors. The Contractor shall provide a Certificate of Insurance clearly indicating the following:

1. **Automobile Liability** (if required) insurance with limits no less than \$1,000,000 USD combined single limit per accident for bodily injury and property damage.
2. **Commercial General** Liability insurance written on an occurrence basis with limits no less than \$1,000,000 USD per occurrence, \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion; collapse and underground (XCU), if applicable; and employer's liability.
3. **Professional Liability** insurance with coverage limits of \$1,000,000 USD per occurrence and \$1,000,000 in aggregate. Covering all negligent errors, negligent omissions or negligent acts of the contractor, subcontractor or anyone

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directly or indirectly employed by them, made in the performance of this contract of this contract which result in financial loss to JTA.

JTA shall be named as additional insured on the Commercial General Liability insurance policy, as respects work performed by or on behalf of the Contractor and a copy of the endorsement naming JTA as additional insured shall be attached to the Certificate of Insurance.

The Contractor shall provide JTA a written notice 30 calendar days prior to cancellation, suspension or material change in any coverage required for this Agreement, except ten (10) days for premium nonpayment.

SECTION 6 – Provisions Applicable to All Contacts

1. **Standard of Care.** The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by a reasonable, ordinary, prudent design professional currently practicing on a project of similar size, location, scope and complexity. The Contractor shall, without additional compensation, correct those services not meeting such a standard.
2. **Delegation and Subcontracting.** Contractor's services are deemed personal and no portion of this Contract may be delegated or subcontracted to any other individual, firm, or entity without the express and prior written approval of JTA.
3. **Independent Contractor.** The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant.
4. **Regulations and Requirements.** This Agreement shall be subject to all federal, state, and local laws, rules, and regulations in effect at the time of its execution.
5. **Right to Review.** This Contract is subject to review by any federal or state auditor. JTA shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient.
6. **Modifications.** Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.
7. **Termination for Default.** If the Contractor defaults by failing to perform any of the material obligations of the Contract, JTA may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the Contract, and at JTA's option, obtain performance of the work elsewhere. If the Contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the Contract for disputed Work not meeting the standard of care. Any extra cost or damage to JTA resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by JTA in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by JTA for Work not meeting the Standard of Care.

PROFESSIONAL SERVICES AGREEMENT

8. **Termination for Public Convenience.** JTA may in writing terminate the Contract in whole or in part whenever JTA determines, in its sole discretion that such termination is in the interests of JTA. Whenever the Contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the Contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. JTA shall accept all risk for incomplete work if the Contract is terminated for Public Convenience.

9. **Termination Procedure.** The following provisions apply in the event that this Agreement is terminated:
 - (a) The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.
 - (b) The Contractor shall provide the JTA with an accounting of authorized services provided through the effective date of termination.
 - (c) If the Agreement has been terminated for default, JTA may withhold a sum from the final payment to the Contractor that the JTA determines necessary to protect itself against loss or liability.

10. **Defense and Indemnity Agreement.**
 The Contractor agrees to defend, indemnify and save harmless JTA, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon JTA, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, JTA, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of JTA, its appointed or elected officials or employees. It is further provided that no liability shall attach to JTA by reason of entering into this contract, except as expressly provided herein.

11. **Venue and Choice of Law.** In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Jefferson. This Agreement shall be governed by the law of the State of Washington.

12. **Rights and Remedies.** The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available bylaw.

13. **Disputes:** Differences between the Contractor and JTA, arising under and by virtue of the contract documents shall be brought to the attention of JTA at the earliest possible time in order that such matters may be settled

or other appropriate action promptly taken, and shall be submitted to the JTA's General Manager for resolution. The Contractor and JTA shall have the opportunity to submit written materials and argument and to offer documentary evidence for the General Manager's consideration. Oral argument and live testimony will not be permitted. The JTA's General Manager shall make a decision within thirty (30) calendar days of submittal of the dispute for his review. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

The records, orders, rulings, instructions, and decision of JTA shall be final and conclusive thirty (30) days from the date of mailing unless the Contractor requests arbitration as provided in paragraph 6.14, below.

14. **Arbitration:** In the event of a dispute between the parties to this Agreement such dispute shall be decided by an arbitrator skilled in construction law and according to the MANDATORY ARBITRATION RULES (MAR) of the County in which suit is filed, regardless of amount in dispute. The parties hereto waive their right to file any appeal in Superior court. If either party seeks and receives legal counsel, the prevailing party shall be awarded reasonable attorney's fees paid and/or billed whether the dispute is resolved through settlement or arbitration. The prevailing party is defined as the single party in whose favor a net monetary settlement or arbitration award is received after all offsets, back charges and counterclaims are resolved and regardless of which party may have prevailed on which issue. The determination of the prevailing party shall supersede all statutes, court rules and offers of settlement.
15. **Ownership of Items Produced.** All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of JTA and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work upon payment in full of all outstanding balances due. JTA's use, modification or alteration of such documents on other projects, without Contractor's involvement or written approval, is at JTA's sole risk and JTA shall indemnify and hold harmless Contractor, its officers, employees, subcontractors and employees of each of them, from and against any and all claims, damages, losses, costs and expenses, including reasonable attorneys' fees and costs, arising out of or resulting from any such use.
16. **Recovery of Payments to Contractor.** The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work. In the event that the Contractor fails, for any reason, to materially perform obligations required of it by this Agreement, in keeping with the standard of care, the Contractor may be required to repay to JTA all monies disbursed to the Contractor for those parts of the project that are rendered worthless by such failure to perform. Interest shall accrue at the rate of 12 percent (12%) per annum from the time the required dispute resolution is resolved in favor of the JTA.
17. **Non-Discrimination.** The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
18. **Subcontractors.** In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this

Agreement between JTA and the Contractor. The Contractor shall insure that in all subcontracts entered into, JTA is named as an express third-party beneficiary of such contracts with full rights as such.

19. **Third Party Beneficiaries.** This Agreement is intended for the benefit of JTA and Contractor and not for the benefit of any third parties.
20. **Time is of the Essence.** In keeping with the Standard of Care, time is of the essence in the performance of this Contract unless a more specific time period is set forth in the Scope of Work.
21. **Notice.** Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the JTA's General Manager, and any notices to the Contractor shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.
22. **Severability.** If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Contract are declared severable.
23. **Waiver.** Waiver of any breach or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.
24. **Mutual Waiver of Consequential Damages:** JTA and the Contractor waive incidental, indirect, punitive, special and consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all damages due to either party's termination of this Agreement, except as specifically provided elsewhere in this Agreement.
25. **Construction.** This Agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.
26. **Agreement.** This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

Jefferson Transit Authority

PROFESSIONAL SERVICES AGREEMENT

IN WITNESS WHEREOF, the Contractor accepts all terms and provisions of the Agreement, with any attachments or addenda (if present) and has indicated such with their signature below by the Contractor's authorized officer or agent.

Randy Cook

Digitally signed by Randy Cook
DN: cn=Randy Cook, o=TCF Architecture,
ou=Managing Principal,
email=randy@tcfarchitecture.com, c=US
Date: 2021.06.09 19:03:13 -07'00'

Contractor's Officer/Agent

Randy Cook

Printed Name

Managing Principal

6-9-21

Title

Date

TCF Architecture

Company Name (or DBA)

902 North 2nd St, Tacoma WA 98402

Legal Address

253-572-3993


Phone

Email

91 0727155

Federal ID# (or SSN)


Transit Authority Representative


Printed Name


Title

6-16-21
Date

SCOPE OF SERVICES

DESIGN PHASES

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT FOR

JEFFERSON TRANSIT AUTHORITY MAINTENANCE BAY EXPANSION

I. GENERAL

1. **Project Description:** Jefferson Transit Authority (JTA) Maintenance Bay Expansion, hereafter the “Project”, generally includes a new, approximately 1,700 SF, one story pre engineered expansion building that is connected to the existing building, comprised of enclosed and heated space for the maintenance of vehicles as well as existing site modifications including concrete, stormwater and utility systems. (See Exhibit A(a) for drawings illustrating the approximate area of work.)
2. **Scope of Services:** The Scope of Services described below, along with the attached Exhibits, describe the professional services to be provided by THE CONSULTANT for ***Schematic Design, Design Development, Construction Documents*** (with the Bidding and Construction Administration scope at a later time) for the Project. (See definitions below). Should any provision herein be found in conflict with the Prime Agreement, the Prime Agreement shall prevail.

3. Definitions:

The following definitions are provided for clarity and are not intended to replace any terms that may already be defined or implied in the Prime Agreement.

- **JTA:** Jefferson Transit Authority (JTA) – also known as the “Owner”.
- **Consultant:** “TCF Architecture” (“THE CONSULTANT”), located at 902 North 2nd Street, Tacoma, WA 98403. When the term CONSULTANT is used, it shall also include other sub-consulting firms contracted to the CONSULTANT as defined herein.
- **Sub consultants:** Professional service firms under contract with THE CONSULTANT.
- **Prime Agreement:** The Prime Agreement is the “Agreement for Professional Services” executed between THE CONSULTANT and JTA, and any executed amendments to the Agreement.
- **The Project:** The addition of one Maintenance Bay at the existing JTA facility including site modifications as describe at the outset of this Exhibit.

- **Owner-Provided Services:** All professional services not specifically defined within the Consultant's Scope of Work, which will be provided under separate contract to JTA, or performed by JTA's own personnel or another consultant hired by the JTA. (None included currently).
 - **Principal-In-Charge (PIC) / Project Manager (PM):** Mark Hurley, TCF Principal. Design lead, oversight and project continuum advisor.
 - **JTA Project Manager:** JTA will assign a Project Manager for the duration of the Work. The Project Manager will act on behalf of JTA to administer and coordinate the Project and provide day to day communication with THE CONSULTANT.
 - **Authority Having Jurisdiction (AHJ):** Jefferson County is the AHJ for the project.
 - **Other Definitions:** See the Professional Services Agreement.
4. **Summary of Subconsultants:** Subconsultants contracted through THE CONSULTANT shall provide specific services within each phase as described in each attached Exhibit and as authorized in the approved Fee Schedule, Exhibit A.1:
- **Structural Engineering** – AHBL Engineers, Inc. (Exhibit A.2)
 - **MEP Engineering** – BCE Engineers, Inc. (Exhibit A.3)
 - **Civil Engineering** – SCJA (Exhibit A.4)
 - **Equipment Planning** – Facility Planning Services (Exhibit A.5)
 - **Detailed Cost Estimating** – RC Cost Group, Inc. (Exhibit A.6)
 - **Envelope** – ABBAE – Provide envelope consulting as needed
 - **Geotechnical** – Landau (Exhibit A.7)
 - **Survey** – CM2 – (Exhibit A.8)
 - **Hardware Consulting** – Adams Consulting & Estimating – Provide hardware schedule and specifications
 - **Other Consultants:** Other consultants that are determined to be needed during the course of the project may be added by amendment as mutually negotiated between JTA and THE CONSULTANT.
5. **Professional Services Contracted or Provided Separately by JTA:** THE CONSULTANT shall communicate with and coordinate with other consulting firms contracted separately with JTA, and directly with JTA's own personnel engaged in project design, or other activities, as appropriate and necessary in the execution of THE CONSULTANT's services, but shall not be responsible for the performance of others not directly contracted with THE CONSULTANT.

6. **Reimbursable Expenses:** THE CONSULTANT shall invoice for approved reimbursable expenses in addition to labor costs.
- **Printing & Mailing:** Minimal printing costs are assumed for the Project, as the majority of submittal documents (drawings and small documents) will be transferred to JTA in .pdf form via e-mail or file transfer web site. Except for the Permit Submittal drawings and reports, JTA will print documents in-house. Costs for printing and mailing by THE CONSULTANT will be invoiced to JTA at cost plus 10%.
 - **Travel:** Mileage will be charged per federal standards. Travel time will be charged at regular rates.
7. **Cost of the Work:** The Cost of the Work shall be the total cost of construction as accepted in open competitive bidding by JTA. THE CONSULTANT shall provide estimates for the Cost of the Work as described herein. Design fee's are not directly related to the MACC number and instead are estimated based on the level of work anticipated to complete the work.
- **(MACC Budget):** The Initial Maximum Allowable Construction Cost ("MACC") budget exclusive of "soft costs" (sales tax, professional services, permit fees, construction or management reserve contingencies, furnishings, etc) has not been established. The MACC will be established in the Schematic Design Phase.
 - **Cost Estimates:** THE CONSULTANT shall provide estimates for the Cost of the Work as part of each design phase as described herein and in the Prime Agreement.
 - **Bid Alternates:** Bid Alternates are not expected as part of this project. If, at the completion of the Schematic Design Phase, JTA requests THE CONSULTANT to include Bid Alternates in the final Bid Documents, THE CONSULTANT shall review such requests to determine if the level of complexity will require additional services for documentation and shall inform JTA if additional compensation for such documentation may be warranted.

SITE INVESTIGATIONS / LAND USE REVIEW

1. **Geotechnical Report:** THE CONSULTANT shall provide geotechnical engineering services updating the existing geotech report in order to meet 2018 code standards setting forth design recommendations for activities associated with earthwork, steep slope remediation, below-slab preparation, and structural foundation systems. See Exhibit A.7.
2. **Land Use:** THE CONSULTANT will prepare SEPA and NEPA checklists as part of the permitting process. It is assumed that a Conditional Use Permit modification is not required as part of this project. All of this will be confirmed as part of the pre application submittal to the AHJ. If Conditional Use Permit modifications are required additional fee may be needed. See Exhibit A.4 Phase 3 for SEPA and NEPA scope.
3. **Surveying:** THE CONSULTANT shall provide a topographic and existing conditions survey of the area around at and around the maintenance bay expansion area using existing information as a starting point with field confirmation. See Exhibit A.8.

TASK 1 – PROJECT MANAGEMENT AND ADMINISTRATION (SD - CD)

General PM and Administration Services: Provide contract management, consultant management & coordination, schedule development and on-going communication, information management, and correspondence between the TCF and JTA PM.

Deliverables:

- Executed contract with JTA.
- Consultant management

TASK 2 - SCHEMATIC DESIGN (SD)

1. **SD Phase General Scope of Services:** The Schematic Design Documents will begin to develop and confirm the site and building design (See Exhibit A(a) for location of work), identify major materials, basic structural systems, basic HVAC, plumbing and electrical systems, low voltage systems, civil systems and equipment layouts. Deliverables will be in the form of preliminary drawings or narratives for each design discipline, including reference notes to identify major systems, materials, conditions, and overall scope of the project, etc.
 - Meetings: (1) program confirmation meeting with JTA, to be scheduled on the same day with (1) preapplication meeting with the AHJ, if held in person. (1) design update meeting will be accommodated by conference call /video conference.
2. **Permitting Agency Coordination:** THE CONSULTANT shall attend a pre-application meeting with the Authority Having Jurisdiction (AHJ). Comments from the AHJ will be summarized and incorporated into the SD documents. It is assumed there is no need for a Conditional Use Permit.
3. **Cost Estimating:** A Schematic level cost estimate shall be prepared reflecting the scope of the Project indicated in the SD Documents. A project "Base Bid" scope and budget will be finalized, along with any possible Alternate Bid items.

Deliverables:

- Pre Application submittal package
- Written Basis of Design Narratives for each design discipline. (Provide in WORD format).
- 100% SD Documents Set (.pdf documents by transfer file).
- SD Cost Estimate and Budget Summary.

TASK 3 - DESIGN DEVELOPMENT (DD)

1. **DD Phase:** Based on JTA's approval of the Schematic Design Documents and updated Cost Estimate, the Design Development Documents shall illustrate, and describe the development of the approved Schematic Design Documents, further identifying specific materials, products, forms, size and appearance of the project by means of plans, sections, elevations, 3-dimensional images, and details. The Design Development Documents shall include pertinent manufacturer's products or systems literature describing the expected performance, quality, and character of materials, systems and products. Materials and colors of both interior and exterior materials are expected to match the existing facility so no physical samples will be provided. Other services and deliverables are further described in the various Scopes of Services proposals provided by each sub-consulting team member, hereby made a part of the Scope of Services, and attached to this Exhibit.
 - Meetings: (1) conference call/video conference to review design/floor plan layout update meeting
2. **Permitting Agency Coordination:** In preparation for Plan Review submittals and final permitting, THE CONSULTANT shall further coordinate consultations with the AHJ and provide updated research of applicable codes and site development regulation & requirements under which the Project is subject to.

Cost Estimating: An updated estimate for the Cost of the Work will be prepared reflecting the scope of the Project indicated in the DD Documents. THE CONSULTANT shall advise JTA of any further adjustments to the MACC budget, and provide recommendations as appropriate to meet JTA's Project goals.

Deliverables:

- 75% DD Coordination and Cost Estimating Set (.pdf documents by transfer file).
- 100% DD Documents Set (.pdf documents by transfer file).
- Product Cutsheets (if different from existing facility materials)
- DD report assembling pertinent technical and narrative information into one PDF file.

TASK 4 - CONSTRUCTION DOCUMENTS (CD)

1. **CD Phase:** Based upon JTA's approval of the Design Development documents' and updated cost estimate THE CONSULTANT shall proceed with preparation of drawings and specifications (specs to a 90% level), setting forth in detail the requirements for the Project for bidding, permitting, and construction. The Construction Documents shall include drawings and specifications that establish in detail the quality level of materials, products and systems required for the Project to be competitively bid, permitted, and constructed.
 - Other Services: During the CD Phase, services related to special coatings and building hardware, shall be incorporated into the CD process and final CD documents.

- **Project Manual:** THE CONSULTANT shall collaborate with JTA to develop the Project Manual, incorporating JTA's required "Front End" documents for the bidding process, General and Supplementary Conditions, prevailing wage rates, and other contractual documents required by JTA to be contained in the Project Manual. This will be brought to a 90% level, the finalized specs would be completed before bidding at a future time.

Deliverables:

- 90% CD Coordination, Cost Estimating, and Building Permit Set (.pdf documents by transfer file as well as up to (4) sets of plans and (1) copy of the reports for the permit submittal or as needed).
 - 100% CD/Bid Documents Set (.pdf documents by transfer file).
2. **Permit Coordination:** THE CONSULTANT shall coordinate the plan review and permit process including the submittal of required documents to the AHJ, and will be the primary point of contact for permitting agencies. JTA, as the Owner, shall be responsible for signing all applicable permit documents as required by the AHJ, unless THE CONSULTANT can sign on behalf of the Owner, and paying for all plan review and permitting fees.
 - **Permit Fees:** JTA shall be responsible for direct payment of all permit and plan review fees to all governing/permitting agencies.
 - **Submittal Documents:** THE CONSULTANT shall provide completed permit application(s), site and building design drawings, specifications, structural calculations, energy code compliance calculations, storm water management report and geotechnical reports as required.
 - **Comment Response:** THE CONSULTANT shall provide written responses to agency plan review comments, and revise documents as needed for permit acquisition. JTA shall provide other documents if required by the County.
 3. **Cost Estimating:** An updated estimate for the Cost of the Work shall be prepared, reflecting the scope of the Project indicated in the CD Documents and organized by Base Bid and Alternate Bid items. THE CONSULTANT shall advise JTA of any final adjustments to the MACC, and provide recommendations as appropriate to meet JTA's Project goals and budget.
 4. **Project Manual / Specifications:** A multi-volume Project Manual will be prepared containing project bidding requirements and organized in the 33 division Master Spec format. The Project Manual will include the following basic components:
 - **Division 0 – General Bidding Requirements and General Conditions:** JTA shall provide THE CONSULTANT its standard bidding requirements including, but not limited to, Instructions to Bidders, Bidder's Checklist, Form of Proposal, legal forms and documents, and General and Special or Supplemental Conditions. THE CONSULTANT and JTA will mutually work to confirm that the General Conditions are compatible with the Project conditions, editing the documents as needed and providing any Supplemental Conditions.
 - **Division 01 – General Requirements:** THE CONSULTANT shall prepare the Division 01 General Requirements sections, edited for the specific conditions of the Project and for consistency with JTA's General Conditions, subject to JTA's approval.

- Divisions 2-33 – Technical Specifications: THE CONSULTANT shall prepare technical specifications using the standard CSI format to specify materials, products and systems for the Project.
5. **Bid Document Distribution:** This will not commence as part of this phase. Construction funding is pending.

PRELIMINARY SCHEDULE

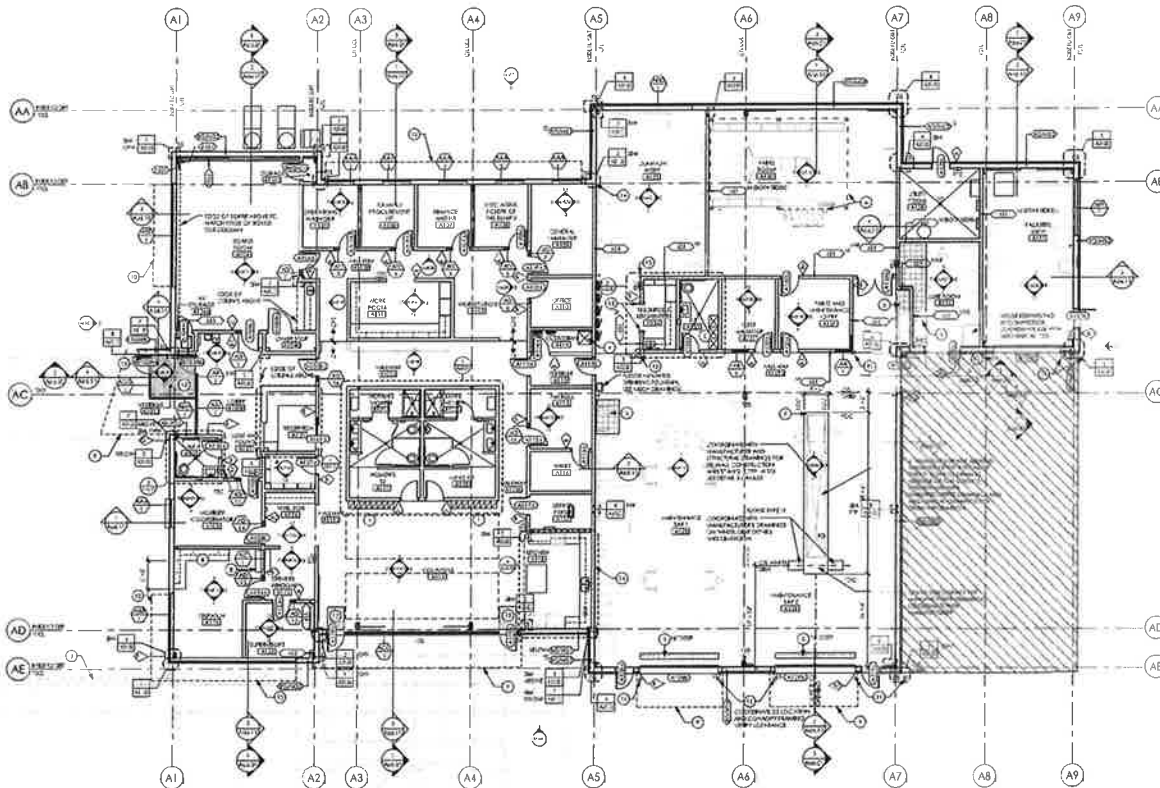
1. Below is an approximate schedule that is anticipated for design and construction. This schedule should be updated at each phase and throughout the project as necessary.

Project NTP	July 2021
Schematic Design: (Including Geotech, survey and all other consultants to get updated cost estimate)	July – August 2021 (Approx. 2 months)
Design Development:	September 2021 (Approx. 1 months)
Construction Documents:	October 2020 (Approx. 1 months)

TASK 5 - BIDDING (Not part of current scope and fee, to be added later)

TASK 6 - CONSTRUCTION ADMINISTRATION (Not part of current scope and fee, to be added later)

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1 BUILDING A FLOOR PLAN

FLOOR PLAN GENERAL NOTES

1. SEE SITE PLAN FOR LOCATION OF BUILDING.
2. SEE SECTION 1.1 FOR FLOOR PLAN DETAILS.
3. SEE SECTION 1.2 FOR FLOOR PLAN DETAILS.

FLOOR PLAN LEGEND

1. SEE SECTION 1.1 FOR FLOOR PLAN DETAILS.
2. SEE SECTION 1.2 FOR FLOOR PLAN DETAILS.

FLOOR PLAN SHEET NOTES

1. SEE SECTION 1.1 FOR FLOOR PLAN DETAILS.
2. SEE SECTION 1.2 FOR FLOOR PLAN DETAILS.

FLOOR PLAN KEYNOTES

1. SEE SECTION 1.1 FOR FLOOR PLAN DETAILS.
2. SEE SECTION 1.2 FOR FLOOR PLAN DETAILS.
3. SEE SECTION 1.3 FOR FLOOR PLAN DETAILS.
4. SEE SECTION 1.4 FOR FLOOR PLAN DETAILS.
5. SEE SECTION 1.5 FOR FLOOR PLAN DETAILS.
6. SEE SECTION 1.6 FOR FLOOR PLAN DETAILS.
7. SEE SECTION 1.7 FOR FLOOR PLAN DETAILS.
8. SEE SECTION 1.8 FOR FLOOR PLAN DETAILS.
9. SEE SECTION 1.9 FOR FLOOR PLAN DETAILS.
10. SEE SECTION 1.10 FOR FLOOR PLAN DETAILS.
11. SEE SECTION 1.11 FOR FLOOR PLAN DETAILS.
12. SEE SECTION 1.12 FOR FLOOR PLAN DETAILS.
13. SEE SECTION 1.13 FOR FLOOR PLAN DETAILS.
14. SEE SECTION 1.14 FOR FLOOR PLAN DETAILS.
15. SEE SECTION 1.15 FOR FLOOR PLAN DETAILS.
16. SEE SECTION 1.16 FOR FLOOR PLAN DETAILS.
17. SEE SECTION 1.17 FOR FLOOR PLAN DETAILS.
18. SEE SECTION 1.18 FOR FLOOR PLAN DETAILS.
19. SEE SECTION 1.19 FOR FLOOR PLAN DETAILS.
20. SEE SECTION 1.20 FOR FLOOR PLAN DETAILS.

TCF Architecture

100 North Street
London, EC1A 3BB
www.tcfarchitecture.com
TCF Architecture Ltd

RECORD SET

JEFFERSON TRANSIT

AUTHORITY

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www.jeffersontransit.com

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TASK NO.	PROJECT TASK DESCRIPTION (see scope letter for more detail)							Other Team Members Contracted under TCF (See Separate Proposal Letters)								TOTALS			
		PIC / PM Mark Hurley	Project Architect TBD	Designer / Production TBD	Project Coordinator Teta Brown	Admin Support Robin Sloc	TCF HOURS	A.2 AHBL (Structural)	A.3 BCE (MEP)	A.4 SCJA (Civil)	A.5 FPS (Equipment)	A.6 RCCG (Estimating)	ARBAE (Envelope)	A.7 Landair (Geotech)	A.8 M2C (Survey)		Adams (Hardware)		
Maintenance Bay Expansion: SD, DD, CD Phases																			
1-PROJECT MANAGEMENT / ADMINISTRATION																			
1.1	Project Start Up	12			20	6	38												
1.2	Project Management	24					24												
	ESTIMATED HOURS OR FEES	36	0	0	20	6	82												
	HOURLY RATE	\$247	\$140	\$120	\$92	\$79													
	ESTIMATED FEES	\$8,892	\$0	\$0	\$1,840	\$474													
	SUBTOTALS				\$11,206													\$11,206	
2-SCHEMATIC DESIGN																			
2.1	Drawing Development / Consultant Coordination	18		80	6		104												
2.3	Program development and confirmation	6		6			12												
2.4	Agency Coordination / Preapplication meeting prep	10		4			14												
2.5	Preapplication Meeting, SD Review meeting with City and prep	4		4			8	\$1,000	\$2,107	\$3,500	\$1,692	\$2,450		\$6,202	\$4,000				
2.7	Building Code Review Summary Draft	4					4												
2.8	Cost Budget Summary	2					2												
2.9	Site Visit (If needed)	6		6			12												
	ESTIMATED HOURS OR FEES	50	0	100	6	0	156												
	HOURLY RATE	\$247	\$140	\$120	\$92	\$79		See Consultant Letters											
	ESTIMATED FEES	\$12,350	\$0	\$12,000	\$552	\$0		\$1,000	\$2,107	\$3,500	\$1,692	\$2,450	\$0	\$6,202	\$4,000	\$0		\$45,853	
	SUBTOTALS				\$24,802														
3-DESIGN DEVELOPMENT																			
3.1	Drawing Development / Consultant Coordination	20		100	6	126													
3.3	Building Code Review Summary Final	4		4		8													
3.4	Cost Budget Summary	2				2		\$2,500	\$6,525	\$3,900	\$2,168	\$3,500	\$3,000						
3.5	Material Cutsheets		20			20													
	ESTIMATED HOURS OR FEES	26	20	104	0	6	156												
	HOURLY RATE	\$247	\$140	\$120	\$92	\$79		See Consultant Letters											
	ESTIMATED FEES	\$6,422	\$2,800	\$12,480	\$0	\$474		\$2,500	\$6,525	\$3,900	\$2,168	\$3,500	\$3,000	\$0	\$0	\$0		\$43,769	
	SUBTOTALS				\$22,176														
4-CONSTRUCTION DOCUMENTS																			
4.1	Drawing Development / Consultant Coordination	30		130		160													
4.2	Specifications		84		32	10	126												
4.3	Permit Submittal and Responses		12	12		24		\$4,200	\$6,314	\$17,800	\$5,816	\$4,200	\$5,000				\$500		
	ESTIMATED HOURS OR FEES	30	96	142	32	10	310												
	HOURLY RATE	\$247	\$140	\$120	\$92	\$79		See Consultant Letters											
	ESTIMATED FEES	\$7,410	\$13,440	\$17,040	\$2,944	\$790		\$4,200	\$6,314	\$17,800	\$5,816	\$4,200	\$5,000	\$0	\$0	\$500		\$55,454	
	SUBTOTALS				\$41,624														
SUBTOTAL TASKS 1-4																			
					\$99,908			\$7,700	\$14,946	\$25,200	\$9,676	\$10,150	\$8,000	\$6,202	\$4,000	\$500		\$56,374	
TCFA MARK UP ON CONSULTANT SERVICES 10%																			
								\$770	\$1,495	\$2,520	\$968	\$1,015	\$800	\$620	\$400	\$50		\$8,637	
TCF REIMB. EXPENSE BUDGET																			
					\$1,000			\$500	\$500	\$500	\$500	\$0	\$290	\$0	\$0	\$0		\$2,290	
FEE CONTINGENCY (Held by Owner)																			
																		\$10,000	
TCF TOTAL ESTIMATED FEES																			
					\$100,908													\$208,209	

AUTHORIZATION FOR SERVICES



TO: Mr. Mark Hurley, AIA
TCF Architecture, PLLC
902 North Second Street
Tacoma, WA 98403
TEL: (253) 572-3993

DATE: November 16, 2020
PROJECT NO.: 2200122.20
PROJECT NAME: JTA Maintenance Expansion
SUBJECT: Structural Predesign Services

SERVICES PROVIDED:

☐ Civil Engineering ☒ Structural Engineering ☐ Land Use Planning ☐ Landscape Architecture ☐ Land Surveying

DESCRIPTION OF WORK:

The anticipated scope of work involves structural design services associated with the proposed 1,700 square foot maintenance bay addition of the JTA maintenance facility. Our structural scope and fee is based upon preliminary information from TCF. A breakdown is as follows:

- **Task 21: Structural Engineering**
 - This task includes the structural design of foundations for a pre-engineered building structure, which will be used to expand the existing maintenance bays. Our structural foundation design will be based upon anticipated building loads / column reactions that will be determined by AHBL prior to the involvement of a pre-engineered building manufacturer.
 - Our deliverables will include stamped calculations and engineered drawings, as well as a Revit model of the building structure.
- **Task 22: Permitting / Bidding Phase Services**
 - Assist the owner during the permitting and bidding process.
 - Our permitting scope will include responding to agency review comments and provided drawing updates as required.
 - Our bidding scope will include responding to contractor questions and substitution requests.
 - We can bill our effort on a time and expense basis against the allowance indicated.
- **Task 23: Construction Administration Services**
 - Construction Administration Services have currently been excluded from our scope of work. The extent of our C/A involvement may be reviewed at a later date and incorporated into the project scope with an additional services agreement.
- **Task 90: Reimbursable Expenses**
 - Reimbursable expenses such as mileage and reprographics. This scope of work will be billed on a time and expense basis.

**BILLING SUMMARY:**

<u>Description</u>	<u>Task No.</u>	<u>Amount</u>
Structural Engineering	T-21	\$7,700
• Schematic Design		1,000
• Design Development		2,500
• CD Permit Drawings / Follow-Up (80%-90%)		3,000
• CD Bid Set (100%)		1,200
Permitting / Bidding Phase Services	T-22	\$800
Construction Administration Services	T-23	EXCLUDED

Client Purchase Order No: _____

Client Name: _____

Signature: _____

Date: _____

Printed Name/Title: _____

AHBL Project Mgr. Signature: _____

Date: 11/16/20

AHBL Proj. Mgr. Printed Name: Andrew McEachern, P.E., S.E.

☒ TACOMA2215 North 30th Street, Suite 300
Tacoma, WA 98403-3350
253.383.2422 TEL☐ SEATTLE1200 6th Avenue, Suite 1620
Seattle, WA 98101-3117
206.267.2425 TEL☐ SPOKANE827 West First Avenue, Suite 301
Spokane, WA 99201-3912
509.252.5019 TEL☐ TRI-CITIES9825 Sandifur Parkway, Suite A
Pasco, WA 99301-6738
509.380.5883 TEL

c: Accounting

ADM/

Q:\2020\2200122\20_STRINON_CAD\2200122 - auth02.docx



November 18, 2020

TCF Architecture
902 N. Second Street
Tacoma, WA 98403

Attn: Mark Hurley

RE: JTA Expansion Bay, MEP Fee Proposal

We are pleased that you have included BCE Engineers on the JTA Expansion Bay Project team. We look forward to working with you on this exciting and challenging project. The project, as we understand it, consists of a 1,700 sq/ft maintenance bay expansion. BCE proposes to provide professional services for mechanical, electrical, and plumbing systems as described herein.

BASIC SERVICES

Mechanical Systems

- Schematic Design, Design Development, Construction Permit/Bid Documents (plans and specifications), permitting, for HVAC, control systems, plumbing and underground utilities within five feet of the building exterior for storm drainage, waste water drainage, and domestic water. The piping invert elevation will be coordinated between BCE and the civil engineer.
- Extension of vehicle lube system.
- Extension of existing fire protection systems via notes and performance specifications.

Electrical Systems

- Schematic Design, Design Development, Construction Permit/Bid Documents (plans and specifications), permitting, for building electrical power, building lighting, fire alarm and data network communication infrastructure wiring. (See "Exclusions" for services not included).
- Extension of existing intrusion system.
- 30 demand reading for added load included

Basic Services includes electronic submittal documents for Schematic Design, Design Development, Permitting, and Bid Sets. All drawing work will be produced using Revit.

SD	\$2,107.00
DD	\$6,525.00
CD	\$6,314.00
BID	\$2,079.00
CA	\$0

Basic Services Fixed Fee: \$17,025.00

OPTIONAL SERVICES

In addition to Basic Services BCE proposes the following Optional Services and fee budgets are included:

Services	Fixed Fee
1. Conformed Set	\$1,200
2. CAD Record Set	\$3,000

EXCLUSIONS

The following tasks are excluded from BCE's scope of services for this Project:

- Construction Administrative Services
- Mechanical/Electrical Commissioning as the Commissioning Agent
- Commissioning Support
- LEED Documentation/Submittals
- Fire Pumps
- Grease interceptors, sand sediment filtration tanks, oil water separators.
- Generator
- Value Engineering
- Conformed Set drafting
- As-Built Record Document drafting
- Construction Change Orders / Directives
- Printing (Except as required for hard copy permit submittals).
- Telephone systems, computer servers, network switches.
- A/V system design
- Evacuation assistance systems
- Seismic calculations for mechanical and electrical components
- All work associated with the research, application, and submittal for any grant monies

If any of the excluded items (above) are determined to be required, at a later time, for furtherance of the Project, scope and fees for these additional services will be addressed in a future, separate proposal by BCE.

Again, thank you for the opportunity to work on this project with you; if you have any questions please do not hesitate to call.

Sincerely,

BCE Engineers, Inc.



Chuck Heaton, PE
Principal

Estimate of Hours and Costs

[illegible]

Total Labor	\$17,025
--------------------	-----------------



SCOPE OF WORK

Jefferson Transit Authority Expansion Bay

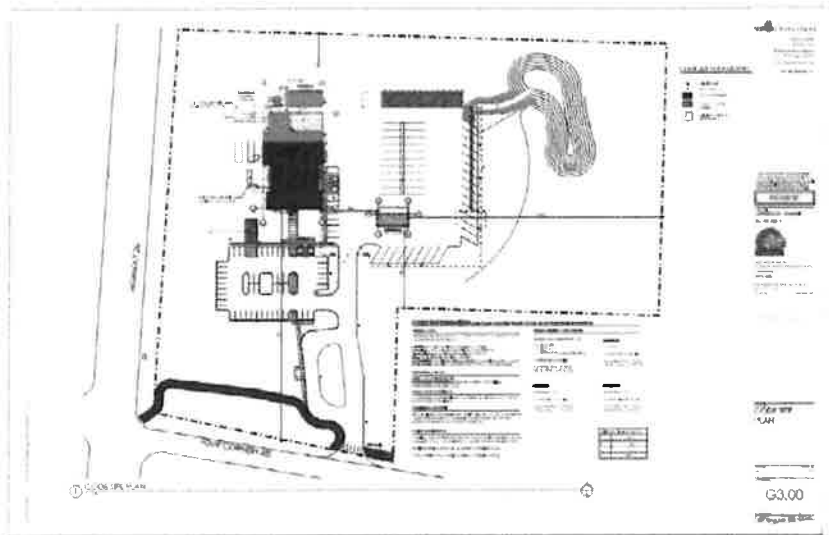
Prepared For: Mark Hurley, AIA
TCF Architecture

Prepared By: Amy M. Head, PE, Principal
Jared VerHey, PE, Project Manager
SCJ Alliance

Dated Prepared: November 19, 2020

Overview

Jefferson Transit Authority would like to expand and add an additional maintenance bay to the administration and maintenance facility located at four corners in Jefferson County per the site plan as shown. Design work will consist of modifications to existing drainage and grading on the site to accommodate the building addition. It is not assumed that modifications to the water or sewer systems will be required. The following scope does not include bidding or construction support services. A separate proposal for that work will be provided upon request.



Phase 1 – Schematic Design

This phase to provide schematic design drawings for the expansion project. The following tasks are anticipated:

- Attend up to 2 coordination meetings. It is assumed these meetings will be virtual.
- Prepare base map from survey. Survey to be provided by others in CAD format.
- Prepare schematic design review set including:
 - Grading and Drainage Plan



- Prepare design narrative.
- Prepare cost estimate for site development elements.

Phase 1 Fee: \$3,500

Phase 1 Deliverables

- SD Drawings
- Design Narrative
- Cost Estimate

Phase 1 Assumptions

- The architect will prepare the site plan and provide in CAD format.
- The SD drawings will be placed within a larger plan set. A separate cover sheet for the civil plans will not be required.
- Modifications to the existing water and sewer system will not be required. It is assumed that connections to existing water and sewer will be made within the building.
- Drainage modifications will include roof drain systems only. No modifications to the drainage infiltration and treatment systems are assumed or included.
- Meetings beyond what have been assumed will be billed on a time and materials basis.

Phase 2 – Design Development

This phase to provide design development drawings for the expansion project. It is assumed that the SEPA and NEPA checklist will be prepared and submitted in this phase. The following tasks are anticipated:

- Attend up to 2 coordination meetings. It is assumed these meetings will be virtual.
- Prepare design development review set including:
 - Demolition and TESC Plan
 - Grading and Drainage Plan
- Prepare updated design narrative.
- Prepare updated cost estimate for site development elements.

Phase 2 Fee: \$3,900

Phase 2 Deliverables

- DD Drawings
- Design Narrative
- Cost Estimate



Phase 2 Assumptions

- All previous phase assumptions apply.
- The site design will not have major changes from schematic design. Major site changes may require additional fees to address.
- Meetings beyond what have been assumed will be billed on a time and materials basis.
- SEPA and NEPA updates to address agency review comments will be made during the construction document phase.

Phase 3 – Land Use Process Support

This phase is to provide support to TCF Architecture should a CUP process should be required for this project. The following tasks are anticipated:

- Attend presubmission conference. It is assumed this will be virtual.
- Provide input and support to TCF Architecture for CUP application documents.
- Prepare storm drainage report.
- Prepare SEPA and NEPA Checklists. It is assumed that the NEPA process will be a documented categorical exemption.
- Respond to Jefferson County CUP review comments.

Phase 3 Fee: \$6,800

Phase 3 Deliverables

- Storm Drainage Report
- SEPA/NEPA Checklists

Phase 3 Assumptions

- All previous phase assumptions apply.
- Architect will take the lead in the land use process.
- The design development drawings will be used for the CUP process.
- Meetings beyond what have been assumed will be billed on a time and materials basis.
- Attendance at a public hearing has not been assumed or included.
- No traffic analysis has been assumed or included.
- If NEPA process is not a DCE, additional fees may be needed.

Phase 4 – CD Permit Drawings (90%)

This phase includes the preparation of civil documents necessary to receive permits from Jefferson County. The following tasks are anticipated:

- Incorporate DD review comments and CUP conditions or approval in base drawings.



- Attend up to 2 coordination meetings. It is assumed all meetings will be virtual.
- Prepare construction plans including:
 - Demolition and Temporary Erosion & Sedimentation Control Plan
 - TESC Notes & Details
 - Site Improvement Plan
 - Site Improvement Details
 - Horizontal Control Plan
 - Grading and Drainage Plan
 - Drainage Notes & Details
- Update drainage report.
- Prepare final cost estimate.
- Prepare CSI specifications.

Phase 4 Fee: \$8,100

Phase 4 Deliverables

- 90% Civil Plans
- Stormwater Drainage Report
- Cost Estimate
- CSI Specifications

Phase 4 Assumptions

- All previous phase assumptions apply.
- The site design will not have major changes from design development/CUP design. Major site changes may require additional fees to address.
- Retaining wall design has not been assumed or included. If retaining walls are required, we will specify location and height only.
- Site lighting will be prepared by others.
- County submittal and review fees will be paid by others.
- Specifications will be in CSI format.
- Off-site design has not been assumed or included.
- Storm drain stub locations 5 feet from the building face will be provided by the client including size of line and required invert elevation.



Phase 5 – CD Bid Set (100%)

This phase includes the preparation of civil documents for use in bidding. The following tasks are anticipated:

- Attend up to 1 coordination meeting. It is assumed all meetings will be virtual.
- Incorporate County plan review comments and client comments into plan set.
- Update drainage report to address County review comments.
- Update CSI specifications.

Phase 5 Fee: \$2,900

Phase 5 Deliverables

- 100% Civil Plans
- Final Stormwater Drainage Report
- Final CSI Specifications

Phase 5 Assumptions

- All previous phase assumptions apply.
- Bid support services are not included. A fee for this service can be provided upon request.

Expenses

Expenses will be charged on a time and materials basis and include items such as mileage, travel costs, copies, plots, postage, etc.

Budget Summary

	<u>Proposed Fee</u>
Phase 1 – Schematic Design	\$3,500
Phase 2 – Design Development	\$3,900
Phase 3 – Land Use Process Support	\$6,800
Phase 4 – CD Permit Drawings (90%)	\$8,100
Phase 5 – CD Bid Set (100%)	\$2,900
Expenses	T+M
Total Fee	\$25,200



November 18, 2020

Page 6 of 6

These fees are based on our current knowledge of the project. If over time, the scope and overall objectives of the project change, these fees may need to be adjusted to reflect the modified circumstances. The above scope and fee will expire six months from the date of this letter. If project approval exceeds this timeframe, an updated fee will be provided upon request.

If you have any questions or comments, please call me at 360-352-1465. Thank you.

Respectfully,
SCJ Alliance

Amy M. Head, PE
Principal

Subconsultant Labor Hour Estimate

SCJ Alliance

Client: TCF Architects

Template Version: 8/18/2020

Project: JTA Maintenance Bay Expansion

Contract Type: WSDOT

Job #: P4841

File Name: 2020-1116 Expansion Fee Estimate.xlsx



Phase & Task No.	Phase & Task Title	Principal	Project Manager	Design Engineer	Designer	Senior Planner	Project Coordinator	Total Direct Labor Hours & Cost	Total Cost
Phase 01 Phase 01 Schematic Design									
Task 1.1	Task 1.1 Schematic Design								
1	Attend up to 2 coordination meetings.	2.0	2.0					4.0	\$720.58
2	Prepare base map from survey.				4.0			4.0	\$422.87
3	Prepare Schematic Design Set								
4	Grading and Drainage Plan	1.0	2.0		8.0			11.0	\$1,343.81
5	Prepare design narrative.	0.5	2.0				1.0	3.5	\$451.64
6	Prepare cost estimate.	0.5	2.0		2.0			4.5	\$598.26
Subtotal Hours:		4.0	8.0		14.0		1.0	27.0	\$3,537.16
Total Phase Hours:		4.0	8.0		14.0		1.0	27.0	27.00
Total Phase Direct Labor:		\$315.87	\$391.23		\$525.28		\$23.00	\$1,255.38	\$3,537.16
Phase 02 Design Development									
Task 1.1	Design Development								
1	Attend up to 2 coordination meetings.	2.0	2.0					4.0	\$720.58
2	Prepare design development set:								
3	Demolition and TESC Plan	0.5	2.0		4.0			6.5	\$809.70
4	Grading and Drainage Plan	0.5	2.0		8.0			10.5	\$1,292.56
5	Prepare updated design narrative.	0.5	2.0				1.0	3.5	\$451.64
6	Prepare updated cost estimate.	0.5	2.0		2.0			4.5	\$598.26
Subtotal Hours:		4.0	10.0		14.0		1.0	29.0	\$3,812.74
Total Phase Hours:		4.0	10.0		14.0		1.0	29.0	\$29.00
Total Phase Direct Labor:		\$315.87	\$489.04		\$525.28		\$23.00	\$1,353.19	\$3,812.74
Phase 03 Land Use Process Support									
Task 01	Land Use Process Support								
1	Attend presubmission conference		2.0					2.0	\$275.58
2	Provide input and support to TCF Architecture for CUP application documents	2.0	4.0					6.0	\$996.16
3	Prepare storm drainage report	1.0	2.0	6.0				9.0	\$1,113.95
4	Prepare SEPA and NEPA Checklists		1.0			25.0	2.0	28.0	\$2,807.31
5	Respond to Jefferson County CUP review comments	1.0	4.0	2.0	6.0			13.0	\$1,613.25
Subtotal Hours:		4.0	13.0	8.0	6.0	25.0	2.0	58.0	\$6,806.26
Total Phase Hours:		4.0	13.0	8.0	6.0	25.0	2.0	58.0	\$58.00
Total Phase Direct Labor:		\$315.87	\$635.75	\$291.44	\$225.12	\$901.45	\$46.00	\$2,415.62	\$6,806.26
Phase 04 CD Permit Drawings (90%)									
Task 01	CD Permit Drawings (90%)								
1	Incorporate DD and CUP review comments to base drawings.		2.0		8.0			10.0	\$1,121.31
2	Attend up to 2 coordination meetings.		2.0					2.0	\$275.58
3	Prepare construction drawings.								
4	Demolition and TESC Plans	0.5	1.0		2.0			3.5	\$460.47
5	TESC Notes and Details		0.5		2.0			2.5	\$280.33
6	Site Improvement Plans	0.5	2.0		6.0			8.5	\$1,021.13
7	Site Improvement Details		0.5		2.0			2.5	\$280.33
8	Horizontal Control Plan	0.5	2.0		4.0			6.5	\$809.70
9	Grading and Drainage Plan	0.5	4.0		6.0			10.5	\$1,296.71
10	Drainage Notes & Details		0.5		2.0			2.5	\$280.33
11	Update drainage report		0.5	2.0				2.5	\$274.19
12	Prepare final cost estimate		1.0		2.0			3.0	\$349.22
13	Prepare CSI Specifications	2.0	8.0				2.0	12.0	\$1,676.94
Subtotal Hours:		4.0	24.0	2.0	34.0		2.0	66.0	\$8,126.24
Total Phase Hours:		4.0	24.0	2.0	34.0		2.0	66.0	\$66.00
Total Phase Direct Labor:		\$315.87	\$1,173.69	\$72.86	\$1,275.68		\$46.00	\$2,884.10	\$8,126.24
Phase 05 CD Bid Site (100%)									
Task 01	CD Bid Site (100%)								
1	Attend up to 1 coordination meeting.		1.0					1.0	\$137.79
2	Incorporate county plan review comments and client comments into plan set.	1.0	4.0		8.0			13.0	\$1,619.39
3	Update drainage report to address County review comments.		2.0	4.0				6.0	\$686.16

Subconsultant Labor Hour Estimate

SCJ Alliance

Client: TCF Architects

Template Version: 8/18/2020



Project: JTA Maintenance Bay Expansion

Contract Type: WSDOT

Job #: P4841

File Name: 2020-1116 Expansion Fee Estimate.sdm

Phase & Task No.	Phase & Task Title	Principal	Project Manager	Design Engineer	Designer	Senior Planner	Project Coordinator	Total Direct Labor Hours & Cost	Total Cost
4	Update CSI Specifications	1.0	2.0					3.0	\$498.08
	Subtotal Hours:	2.0	9.0	4.0	8.0			23.0	\$2,941.43
	Total Phase Hours:	2.0	9.0	4.0	8.0			23.0	\$23.00
	Total Phase Direct Labor:	\$157.93	\$440.14	\$145.72	\$300.16			\$1,043.95	\$2,941.43
	Total Hours All Phases:	18.0	64.0	14.0	76.0	25.0	6.0	203.0	203.00
	Total Direct Labor Estimate All Phases:	\$1,421.41	\$3,129.85	\$510.02	\$2,851.52	\$901.45	\$198.00	\$8,952.24	\$28,223.83
	Indirect Costs:								
	Subconsultant:								
	Subconsultant Total:							\$	-
	Subconsultant Markup:							\$	-
	Subtotal:							\$	-
	Copies, Printing, etc.							\$	-
	Mileage							\$	-
	Management Reserve:							\$	-
	Total Indirect Costs:							\$	-
	Total:							\$	25,223.83

Facility Planning Services LLC

February 17, 2020

Mark Hurley, AIA
Principal
TCF Architecture
902 N 2nd Street
Tacoma, WA 98403

Re: Service proposal to provide industrial planning services for **Jefferson Transit - Maintenance Bay Expansion** – Supporting **TCF Architecture** Schematic Design, Design Development, and Construction Document phases.

Dear Mark,

We are pleased to offer professional services in support of the **Jefferson Transit - Maintenance Bay Expansion** project. Based on our correspondence, we have developed this scope of services to support Schematic Design (SD), Design Development (DD), and Construction Document (CD) phases.

Proposed Scope of Services

The following outline provides a recap of the scope of services planned by design phase.

1. **Schematic Design –**
 - a. New maintenance bay operational requirements will be developed to a schematic design level to quantify equipment and storage requirements.
 - i. Vehicle lifts
 - ii. Lubrication services and hose reel(s)
 - iii. Vehicle exhaust system.
 - iv. Shelving, cabinets, racking, and misc. storage requirements
 - b. Participate in Design Review meetings as needed with **TCF Architecture and Jefferson Transit Authority**.
2. **Design Development**
 - a. Design for new maintenance bay operational requirements will be developed. Recommended equipment and storage requirements will be identified.
 - i. Service bay equipment including vehicle lifts, lubrication services, hose reels, vehicle exhaust systems will be quantified and sourced to identify existing to be re-used or modified vs. new systems.
 - ii. Parts shelving, cabinets, racking, and misc. storage requirements will be quantified and sourced to identify existing to be re-used vs. new storage systems.
 - iii. Equipment and storage system selections will be identified to include quantities, manufacturer, capacities, etc.
 - b. Participate in Design Review meetings as needed with **TCF Architecture and Jefferson Transit Authority**.
3. **Construction Documents –**
 - a. FPS will support **TCF Architecture** during construction document development. We understand the CD phase will include 80%-90% Permit Drawings with a review period, and 100% Bid Set Drawings.

- b. FPS to provide detailed plans and specifications for planned equipment and storage requirements.
 - i. Service bay equipment including vehicle lifts, lubrication services, hose reels, vehicle exhaust systems.
 - ii. Parts shelving, cabinets, racking, and misc. storage requirements.
- c. Participate in Project Review meetings as needed with **TCF Architecture and Jefferson Transit Authority**.

Fee Estimate and Preliminary Schedule

The Fee Estimate is based on projected hours of involvement for each project phase. Hours are allocated monthly /or quarterly to the project schedule.

No.	Activity Month/Quarter=>	staff	2020		2021								total hours	rate/ hour	fee
			Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug			
1	Schematic Design	PM		2									2	\$238	\$476
		PE		8									8	\$152	\$1,216
2	Design Development	PM			2	2							4	\$238	\$952
		PE			4	4							8	\$152	\$1,216
3	Construction Documents	PM					2	2					4	\$238	\$952
		PE					16	16					32	\$152	\$4,864
Total Fee Estimate														\$9,676	

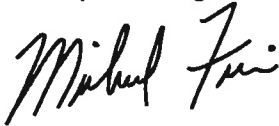
* Staff Type: PM - Project Manager; IE - Industrial Engineer; PE - Project Engineer/CAD

We invoice monthly, based on time and materials expended. The fee does not include expenses such as mileage and printing, which are billed at cost + 10% handling charge.

We are excited about this opportunity to support **Jefferson Transit** and work with **TCF Architecture** on this important project!

Sincerely,

Facility Planning Services LLC



Michael Frei
President

Proposal Accepted:

Name Title

Purchase Order / Project Reference Number: _____



Proposal

CLIENT	TCCF Architecture PLLC	DATE	November 23 rd , 2020
CLIENT CONTACT	Mark Hurley	PROJECT	Jefferson Transit Authority Bay Expansion

Dear Mark,

Please see below our proposal for providing cost consulting services for the Jefferson Transit Authority Bay Expansion. It is our understanding the projects consists of a Maintenance Bay Expansion of approximately 1,700 square feet.

Provide cost consulting services at the following design stages:

- Schematic Design
- Design Development
- Construction Documents (1 Estimate Only)

2.1 Cost Estimate

The cost estimate will be based on the measurement of quantities from drawings and provided information and priced in accordance with these drawings, specifications and descriptions of the work. All sections will be estimated in detail based upon the information available. It is our understanding that sitework portions would be completed by engineers for our overall review and incorporation into the main report.

2.2 Format

The estimates will be presented in elemental format or that determined by the project team.

2.3 Exclusions

Any design work or estimating beyond the above stated services and scope and beyond the site.

2.5 Project Staffing Assignment

- Andy Cluness (25+ Years' Experience) – Lead Estimator
- Mark Richardson (30 Years' Experience) – Senior Estimator
- Neil Watson (28 Years' Experience) – Senior MEP Estimator

3a. Basic Services Fees

Our Not To Exceed Hourly Fee for base cost estimating services are **\$10,150** for the following services:

- **Schematic Design Estimate = \$2,450 (14 Hours)**
 - Report Prep / Set Up: 1/2 Hour x \$175/Hr.
 - Architectural / Structural Estimating: 8.5 Hours x \$175/Hr.
 - MEP Estimating: 4 Hours x \$175/Hr.
 - Meeting / Follow-Up: 1 Hour x \$175/Hr.

- **Design Development Estimate = \$3,500 (20 Hours)**
 - Report Prep / Set Up: 1/2 Hour x \$175/Hr.
 - Architectural / Structural Estimating: 12.5 Hours x \$175/Hr.
 - MEP Estimating: 6 Hours x \$175/Hr.
 - Meeting / Follow-Up: 1 Hour x \$175/Hr.
- **Construction Documents Estimate = \$4,200 (24 Hours)**
 - Report Prep / Set Up: 1/2 Hour x \$175/Hr.
 - Architectural / Structural Estimating: 14.5 Hours x \$175/Hr.
 - MEP Estimating: 8 Hours x \$175/Hr.
 - Meeting / Follow-Up: 1 Hour x \$175/Hr.

4. Expenses

Direct reimbursable expenditures if appropriate will be charged in accordance with the prime agreement or Our Hourly rates for miscellaneous additional services will be billed as reimbursable at \$175/Hr. Flights and Accommodations will be billed at Cost + 10%. *We are not anticipating expenses for this project.*

5. Payment

We will invoice on completion of each phase for payment net thirty (30) days. This proposal remains open for acceptance for a period of three months after which time the writer should be consulted for verification of scope and fees.

6. Project Schedule

Based on our understanding of the current schedule that if successful in our proposal we would receive the documents on the following dates for the formal submittals of our service:

Documents to RC Cost Group

Per Schedule

Complete Cost Plan

Per Schedule

We look forward to the opportunity of working with you on this important project and if you have any questions regarding this proposal or the fee structure, please give us a call. Thank you.

Yours Truly,



Andrew Cluness, Managing Partner

RC Cost Group, INC.

Confirmation of Agreement:

This letter correctly sets out the scope and fees for services to be provided by RC Cost Group, Inc. for this project.

SIGNATURE OF AUTHORIZED OFFICER

TITLE OF AUTHORIZED OFFICER

DATE



April 27, 2021

TCF Architecture PLLC
902 N 2nd St.
Tacoma, WA 98403

Attn: Mr. Mark Hurley, AIA

Transmitted via email to: *mark@tcfarchitecture.com*

**Re: Revised Proposal for Geotechnical Engineering Services
Jefferson Transit Authority Maintenance and Administration Facility Expansion
Jefferson County, Washington**

Dear Mr. Hurley:

Landau Associates, Inc. (LAI) is pleased to submit this revised proposal for geotechnical engineering services in support of the Jefferson Transit Authority Maintenance and Administration Facility Expansion project, located near Port Hadlock, Washington (site).

This proposal has been prepared with information provided by TCF Architecture PLLC (TCF; project architect) and data collected during LAI's previous geotechnical study. That study was completed to support design of the existing maintenance and administration facility, and findings are summarized in a geotechnical engineering report, dated August 23, 2013.

Project Understanding

Jefferson Transit Authority (JTA; project owner) previously constructed a fleet maintenance and administration facility on an approximately 10-acre property, located at the intersection of State Highway 20 and Four Corners Road. The property is approximately ½ mile southwest of Jefferson County International Airport and 2¼ miles northwest of Port Hadlock, Washington. The existing facility includes a maintenance and administration building; fueling and wash stations; a park-n-ride bus loop and shelter; parking for visitors, employees, and park-n-ride customers; and staging and parking areas for JTA's fleet vehicles.

JTA proposes to expand its maintenance and administration building by constructing an approximately 1,700-square foot addition adjacent to the northeast corner. The proposed expansion will allow for a third maintenance bay. Building codes have changed since LAI prepared its 2013 geotechnical engineering report, and TCF has requested that LAI amend the report to be compatible with the 2018 International Building Code.

Proposed Scope of Services

LAI's proposed scope of services includes the following tasks:

- Review project-related documents, including those used to complete LAI's 2013 geotechnical study. LAI will also review civil and architectural plans for the proposed building addition.
- Review subsurface data and geotechnical design recommendations presented in LAI's 2013 geotechnical report and evaluate their applicability to the proposed building addition.
- Develop updated geotechnical design recommendations for the project, as needed.
- Prepare a technical memorandum that documents the results of the above-described tasks and includes:
 - A site plan showing the approximate locations of the previous subsurface explorations in relation to the proposed building addition.
 - A review of the design recommendations in LAI's 2013 geotechnical report and an evaluation of their applicability to the proposed addition. LAI's review will include recommendations regarding:
 - Site preparation and earthwork.
 - Foundation support and settlement.
 - Concrete slabs-on-grade.
 - Site and foundation drainage.
 - Updated site factors that can be used to complete seismic design of the building addition in accordance with the 2018 International Building Code.

LAI will prepare a draft memorandum for the design team's review and comment. Upon receipt, LAI will address the comments and issue a final memorandum, signed and sealed by the project engineer.

Assumptions

LAI made the following assumptions when preparing this scope of services and cost estimate:

- Additional subsurface explorations will not be required.
- TCF will provide LAI with a project base map, depicting the location of the proposed building addition.
- The recommendations in LAI's 2013 geotechnical report (excluding the seismic design site factors) are adequate for the proposed building addition and will not need to be amended.
- A site-specific seismic hazard analysis will not be required.
- Technical memoranda will be submitted electronically in Adobe® PDF format. The design team will return one set of consolidated comments on the draft memorandum.
- This scope does not include construction administration, monitoring, or materials testing services.

Cost Estimate

LAI proposes to provide its services for an estimated cost of \$6,202. Services will be provided on a time-and-expense basis in accordance with the terms in the attached Fee Determination Summary Sheet and General Conditions. LAI will not exceed its estimated budget without TCF's written authorization.

Authorization

To authorize LAI's services, please sign in the space provided on page four, and return a complete copy of this proposal, or authorize by your preferred method.

Closing

We appreciate the opportunity to submit this proposal and look forward to assisting you with this project. If you have questions or comments, please contact the undersigned at (425) 329-0290 or at swright@landauinc.com.

LANDAU ASSOCIATES, INC.



Steven R. Wright, PE
Principal

SZW/SMG/mcs
2021-8879

[X:\JEFFERSON TRANSIT AUTHORITY\2020-11_JEFFERSON TRANSIT FACILITY EXPANSION BAY\JTA MAINTENANCE AND ADMINISTRATION FACILITY EXPANSION PROPOSAL FOR GEOTECHNICAL SERVICES 11.18.2020.DOCX]

Attachments: Fee Determination Summary Sheet
General Conditions

AUTHORIZATION

The scope of services and contractual conditions as described in this proposal and its attachments are accepted and Landau Associates, Inc. is authorized to proceed.

By_____
Signature*_____
Printed**For**_____
Firm*_____
Date

***Name of person with contractual authority and firm responsible for payment of Landau Associates, Inc. billing.**

TCF Architecture PLLC
Jefferson Transit Authority Maintenance and Administration Facility Expansion
Jefferson County, Washington

**Table 1. Geotechnical Engineering Services
Fee Determination Summary Sheet**

Project: Jefferson Transit Authority Maintenance and Administration Facility Expansion

Subconsultant: Landau Associates, Inc.

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Hours</u>	<u>=</u>	<u>Typical Rate (a)</u>	<u>=</u>	<u>Cost</u>
Principal*	6	X	\$85.57		\$513.43
Senior Associate		X	\$65.03		\$0.00
Associate		X	\$56.51		\$0.00
Senior		X	\$53.05		\$0.00
Senior Project	18	X	\$44.57		\$802.23
Project		X	\$39.77		\$0.00
Senior Staff		X	\$33.68		\$0.00
Staff		X	\$32.45		\$0.00
Project Coordinator	8	X	\$35.97		\$287.74
Data Specialist		X	\$35.97		\$0.00
CAD/GIS Technician	4	X	\$44.57		\$178.27
Senior Technician II		X	\$32.45		\$0.00
Total Direct Salary =					\$1,781.67

Overhead Cost @ 213.84% of Direct Labor Cost (b) = align="right">\$3,809.93

Profit (10% of Direct Labor and Overhead Costs) = align="right">\$559.16

Total Direct Labor = align="right">\$6,150.76

Reimbursables:

Travel Expenses (est. 0 miles @ \$0.575/mile IRS) align="right">\$0.00

Reproduction Expenses/Postage align="right">\$51.24

Subconsultant Total = align="right">**\$6,202.00**

Prepared By: SZW

Date: 4/27/2021

(a) Rates shown reflect the typical compensation rate of employees assigned to the billing category listed.

Each billing category may include multiple employees, and each employee may have a different hourly rate of pay. Employee compensation is subject to adjustment annually.

(b) Per the Washington State Department of Transportation's analytical review of Landau Associates' financial statements for the year ended 6/30/20.

* Excludes CEO



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Where Sound Practice, Innovation and Client Service Collide

2320 Mottman Road SW, Suite 106, Tumwater, WA 98512
(360) 688-1949 • www.mtn2coast.com

May 6, 2021

Amy Head
SCJ Alliance
Amy.head@scjalliance.com
m. 360.584.7692

Re: Jefferson Transit Authority, 63 4 corners Rd – Boundary and Topographic Survey

Dear Amy:

Thank you for the opportunity to provide professional surveying services.

Scope

Boundary Survey

MTN2COAST, LLC (M2C) will not be completing a Boundary Survey.

Topographic Survey

M2C will complete a topographic survey of the site as outlined in orange in attached Survey Limits Exhibit. The topographic survey will include the following:

- One-foot contours with tops, toes and breaks.
- Buildings and other structures on site.
- Other visible improvements such as curbs, mailboxes, light poles, etc.
- Hard surfaces such as concrete, pavement and gravel.
- Pavement and concrete joints for alignment and grade.
- Trees 6" and larger dbh with diameter and species measured.
- M2C will hire and coordinate a utility locator service to paint the buried conductible utilities. M2C will then field map the utilities paint marks. We will also open and measure utility structures and measure pipe sizes, types and invert elevations.

The Survey will be completed on the Washington State Plane Coordinate System and NAVD 88 vertical datum.

Deliverables

M2C will deliver the following:

- Boundary and Topographic Survey Map in pdf form.
- ACAD electronic drawing file of the project by email.
- Easement in pdf format.

Schedule

M2C would complete the above scope of work providing deliverables a maximum of 4 weeks after receiving signed contract.



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2320 Mottman Road SW, Suite 106, Tumwater, WA 98512
(360) 688-1949 • www.mtn2coast.com

Fee

M2C fee for completing the survey shall be lump sum as follows:

Topographic Survey	\$3,400 Lump Sum
Utility Locator Service	\$ 600 Lump Sum

General Conditions

M2C's General Conditions of Contract, attached, are included as part of this Agreement for professional services. Please sign a copy of this letter and return to M2C as notice to proceed.

Please feel free to contact me at blair@mtn2coast.com or by phone at 360.239.1497 if you have any questions.

Best regards,
MTN2COAST, LLC

Seth E. Prigge, PLS
Survey Manager

Proposal and General Conditions of Contract Accepted
SCJ Alliance

Signature

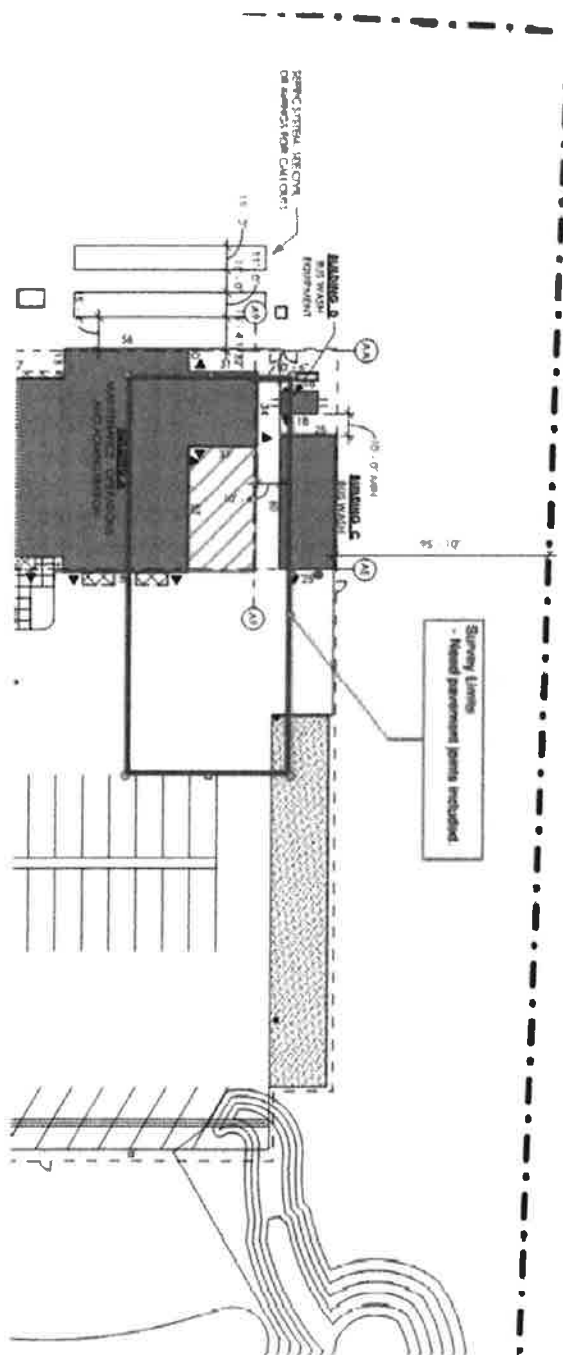
Date:



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Survey Limits Exhibit



MTN2COAST, LLC (M2C)
GENERAL CONDITIONS OF CONTRACT

1.0 Fees for Professional Services:

The following fees and cost shall apply:

- 1.1 Fees. M2C services and cost are delivered into three categories: Labor, Sub-consultants, and Reimbursable Expenses. The cost of overhead and profit are reflected in the hourly labor rates. Labor consists of all efforts by M2C to accomplish the client's project.
- 1.2 Sub-consultants. In cases where M2C retains a sub-consultant to accomplish work not included as M2C scope in this Agreement, the cost for such services shall be billed at cost plus 10%. In the cases where M2C utilizes a sub-consultant to accomplish work within its scope of work, those costs are included in this Agreement amount for professional services.
- 1.3 Reimbursable Expenses. Out of pocket cost for materials and services will be billed at actual cost plus 10%. Common items billed under this heading include printing, delivery services, special equipment rental, and subsistence expenses. Vehicle mileage is billed at a rate according to the amount established by the IRS.

2.0 Standard of Performance:

M2C services shall be performed in a manner consistent with the standard of professional care, skill, and diligence that is customary for projects of the type and complexity as the project governed by this Agreement. All work shall be performed by qualified personnel under the supervision of, or performed directly by, persons licensed to practice in the state where the project is located.

3.0 Time of Performance:

Services shall be performed and delivered to the client within the time indicated in this Agreement. Any schedule delays due to factors beyond the control of M2C shall not constitute a failure to perform.

4.0 Liability and Indemnification:

The Client agrees to limit the aggregate amount of any damages and/or costs (including attorney fees) that the Client may recover against M2C (together with its officers and employees) to the amount of compensation paid by the Client to M2C for the services pursuant to this Agreement or \$100,000, whichever is less. The types of claims to which this limitation applies include claims based in tort or contract, for negligence, professional errors or omissions, breach of contract and breach of implied warranty. M2C shall not be liable for any acts, errors, or omissions by others, including but not limited to, other Surveyors, Geotechnical/Environmental Consultants, and Wetland Consultants. Other professionals are completely and solely accountable for all field measurements, calculations, and technical statements regarding the thoroughness and accuracy of all drawings, reports and documents prepared by them and M2C may rely on any documents prepared by them and provided to M2C on behalf of Client.

5.0 Insurance Coverage:

M2C shall maintain general and professional insurance coverage for the duration of this project. A certification of insurance shall be provided to the Client upon request. The Client, on its own behalf and on behalf of its insurer(s), waives all claims against M2C (and its officers and employees) for losses and damages to the extent that such losses and damages are covered by property insurance and/or liability insurance carried by or for the benefit of the Client.

6.0 Ownership of Documents:

All designs, drawings, specifications, notes, data, sample materials, reports and other tangible documents developed by M2C are instruments of service and as such remain the property of M2C. It is expressly agreed that all documents are only for use on the projects identified in this Agreement. M2C shall be held harmless against all loss, damage, liability, and claim resulting from the use of any documents not authorized by the Agreement. The Client agrees that all documents furnished to the Client or his agents and assigns, which are not paid for, will be returned upon demand and will not be used for any purpose.

7.0 Compensation and Payment:

Compensation will be in accordance with the scope of services, budgets and fee schedules described in this Agreement. M2C will render invoices monthly, either as a final or progress billing, and will be payable upon receipt. An account becomes past due thirty (30) days after receipt of an invoice. Interest will be charged at a rate of 1.5% per month on past-due accounts.

8.0 Waiver of Consequential Damages

The Consultant and Client waive consequential damages (such as lost profits, lost revenues, loss of use and loss of reputation) for claims, disputes or other matters in question arising out of or relating to this Agreement whether in tort, contract or breach of warranty.

9.0 Governing Law:

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington.

10.0 Severability:

If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties. In any event, all other provisions of this Agreement shall remain valid, binding and enforceable.

11.0 Agreement Revision:

This professional services agreement shall not be modified, amended, extended or changed in any manner except in writing and signed by persons authorized to represent the Client and M2C.

12.0 Agreement Termination:

Either party may terminate this professional services agreement upon seven (7) days written notice. Client shall be responsible for all fees and costs incurred by M2C and its subconsultants prior to termination.