



REQUEST FOR PROPOSALS

Energy Efficiency Program Support

Overview

Jefferson County Public Utility District (JPUD) invites Energy Efficiency contractors and consultants to submit proposals for providing support for Jefferson County PUD's Bonneville Power Administration (BPA) funded Energy Efficiency Incentive (EEI) programs.

Background

Jefferson County PUD provides retail electric, water and sewer utility services, and wholesale telecom utility services to over 19,000 customers. JPUD is governed by an elected three-member Board of Commissioners and run by General Manager Kevin Streett who oversees a staff of 47 employees. JPUD is unique in that it has only recently acquired its electric utility services, having taken over from Puget Sound Energy in 2013, after a lengthy purchase negotiation and transition. Our service area is comprised of the northeastern most section of Washington's Olympic Peninsula, backed by Olympic National Park to the West, Puget Sound to the East and the Strait of Juan De Fuca to the north. Jefferson County is home to approximately 30,000 residents, a third of whom live in the county seat of Port Townsend, a popular tourism destination. Jefferson County is rural and designated economically distressed. The county hospital district is the largest employer, followed by the county government and a paper mill. Jefferson County is home to many retirees and has one of the highest median ages in the state. Jefferson County is known regionally for its natural beauty, quality of life, numerous arts festivals, and wooden boat community.

Current Energy Efficiency Incentive Program Overview

JPUD currently receives approximately \$900K per rate period from the Bonneville Power Administration and has no full-time staff members dedicated to managing its EEI program. Instead, the program is managed by multiple staff members on a part time basis. This has led to some challenges with management of processing the documents and payments. However, customer demand for incentives is very high, and JPUD regularly spends down its rate period allotments well before the end of the two-year cycle. For the last two rate cycles we have sought and obtained transfers from other utilities to cover the demand for EEI.

JPUD has been very successful in its EEI marketing as well as customer and building contractor

outreach and wishes to retain these duties going forward. We are primarily seeking support and management of all the associated documents, data, and financial tracking needed to execute the program.

Anticipated Scope of Work

JPUD has identified several consulting needs that are summarized below. The successful consultant and JPUD staff will further refine the scope of work and schedule during the contract negotiation process.

REQUIRED:

Data Management

Maintain all data and backup documentation required by BPA on an ongoing basis. Provide data for BPA invoicing and reporting at least monthly.

BPA Invoicing/Reporting

Verify program data and provide all supporting documents required by BPA. Prepare invoice to BPA for EEI funds on a monthly basis on behalf of JPUD.

BPA Compliance/Oversight

Maintain all documentation required to meet BPA compliance. Represent the JPUD when BPA is performing oversight of the programs and services administered by the contractor. Contractor will review and recommend program modifications to EE programs in accordance with the regular release of BPA's Implementation Manual to ensure ongoing compliance.

Program Tracking & Reporting

Contractor will make available monthly reports with detailed activity, summary activity, new customer rebate requests, and program tracking information (monthly, year-to-date, and program-to-date). The reports will include information on customers, measures, BPA credits obtained, program and MWL rebates, and estimated kWh savings. The monthly activity reports will include all information necessary for JPUD to process rebate payments to their customers. Contractor will maintain a tracking report detailing JPUD's budget, conservation credits claimed, customer rebates paid, and performance payments claimed by fiscal year and the two-year rate period.

OPTIONAL:

On-Going Program Support

- Support residential, commercial, industrial, and agricultural EE rebate programs, including review of all customer/contractor rebate applications and project documentation to ensure compliance with program specifications and requirements
- Enter all customer rebates and project details into database
- Provide monthly activity reports

- Maintain all customer/contractor applications and required project documentation for BPA oversight and other compliance requirements
- Have staff available on an on-going basis to assist with questions regarding BPA reporting and other issues related to the administration of EE programs

Rebate Processing

Process all energy efficiency rebate applications for residential, commercial, industrial and agricultural customers. This includes verification of customer eligibility, customer/contractor documentation, and approved rebate amount for the following rebate program offers:

1. Residential Appliances and Lighting
2. Residential Weatherization (insulation and windows)
3. Heat Pumps (ductless and split-system)
4. Commercial Lighting
5. Commercial Equipment (custom projects)
6. Industrial Lighting
7. Agricultural/Irrigation Equipment

The contractor must have the capability to process paper and digital rebate applications. JPUD also desires that the contractor offer rebate applications via an online “form” that customers can fill out with a pc or mobile device.

Field Support

Conduct residential and commercial audits and post-installation verification inspections needed to meet all BPA program requirements. This includes residential weatherization, and commercial/industrial lighting and custom projects.

Submission of Proposals

Please provide the following information in an organized fashion in the order listed. Failure to provide enough information may lead to JPUD’s determination that the consultant’s proposals are not responsive to this Request for Proposals (RFP):

Letter of Interest and Introduction

Please describe your interest in the anticipated scope of work.

Qualifications and Prior Performance

Provide information, including references, on two other similar projects the firm has been involved in the last 3-5 years, that are considered to be similar to the anticipated scope of work. Provide a sample of a prior study as Appendix A.

Project Management

Identify the project manager and any additional subconsultants to be used on the project. Provide a summary of qualifications and experience for the project manager and other consultants including work on similar studies. Identify to what extent travel expenses could affect the project cost. Describe the project

management approach to be used, including how costs will be managed and controlled.

Proposed Staff

List the experience and number of years with the firm for the key members of the staff proposed. Also include the experience of any proposed sub-consultant staff. Local experience and prior experience with PUDs and/or rural communities is considered desirable. Resumes may be included as Appendix B. JPUD is an Equal Opportunity Employer.

Staff Availability

Demonstrate your ability to provide the proposed staff for the studies and the ability to perform the anticipated scope of work in a timely manner. Indicate your anticipated schedule following the receipt of the Notice to Proceed, including total duration of the project to completion.

Demonstrate Your Understanding of JPUD's Needs

List and briefly describe what you think are important issues and what your approach would be for successful completion of the anticipated scope of work. Include a discussion of schedule and milestones that may impact the timely completion of the studies.

Proposed Contract and Agreement

JPUD has included a proposed Contract for Professional Services in this RFP. The consultant shall indicate if it is willing to execute JPUD's proposed Contract and Agreement with or without exceptions. In addition, the District may require a non-disclosure and proprietary information agreement consistent with District policy and state law regarding customer information.

Proposal Submission Format and Deadline

The consultant's proposal shall be submitted as a single PDF document, not to exceed 20 letter sized pages. Graphics shall be kept to a minimum. Appendices for references and resumes will not be counted in the page totals. Send proposals (via email) to:

wodonnell@jeffpud.org,

No later than 5pm PST

Monday, July 8, 2018.

Proposals submitted by other means will not be accepted.
Proposals submitted after the deadline date and time will not be accepted.

Milestones and Schedule

Milestones	Completion
RFP Advertisement	June 17, 2019
RFP Response Due	July 8, 2019
Short List Consultant Interviews	July 10, 2019
Scope of Work Negotiations	July 22, 2019
Submit contract to BOC for approval	Aug 6, 2019
Consultant Notice to Proceed	Aug 7, 2019

Review and Selection

Consultant selection will be according to Chapter 39.80 RCW and based on the evaluation of proposals unless it is deemed necessary by the PUD to conduct interviews of closely scored consultants. The consultant determined best qualified to perform the studies will be recommended to the BOC for acceptance, subject to successful negotiation of a contract for professional services.

Scoring Criteria

JPUD staff will review all submitted proposals. The review team will recommend finalists for interviews and those finalists will be notified via email. The review team will interview finalists between July 10 and 22 and select the final consultant on July 29. Proposals submitted will be ranked based upon the merits of the written proposals and experience of the firm or consultant team. Each reviewer will award a score based on a 25-point total as follows:

- a. Demonstrated understanding of the needs of JPUD and its proposed Scope of Work. (5)
- b. Qualifications of the project team (5)
- c. Experience working with small utilities and PUDs (5)
- d. Degree to which the project design approaches goals with innovative and creative solutions or methods. (5)
- e. Likelihood that the proposal will provide the best value compared to other submitted proposals. (5)

NOTE: JPUD's selection process will utilize above scoring criteria, but applicant scoring will not be the only factor in selecting a successful applicant.

Terms and Conditions

JPUD reserves and has the sole discretion to:

- a. Award a contract for Professional Services for all, any, or any combination of the anticipated scope of work described within the RFP.
- b. Reject any and all consultant proposals considered by the PUD to be non-responsive or not in the best interest of JPUD.
- c. Supplement, amend or otherwise modify this RFP or cancel this RFP without substitution.
- d. Waive any or all informalities in the consultant's proposal or failures to comply with the RFP requirements.

- e. Request further information, or presentations from consultants as needed to support JPUD's selection of the most qualified consultant.
- f. Select any consultant that in the opinion of JPUD is most qualified.
- g. Modify the anticipated scope of work, and milestones and schedule.
- h. Award the contract for Professional Services with no additional discussions.

Public Records Act

Under Washington State Law (reference RCW 42.56 – the Public Records Act) all materials received or created by Jefferson County PUD (the PUD) are considered public records. These records include but are not limited to qualification submittals, agreement documents, contract work product, or other information submitted by a vendor to the PUD.

The State of Washington's Public Records Act requires that public records must be promptly disclosed by the City upon request unless the RCW or another Washington State statute specifically exempts records from disclosure. Exemptions are narrow and explicit and are listed in Washington State Law (RCW 42.56 and RCW 19.108).

Respondents must familiarize themselves with the Washington State Public Records Act and the limits of record disclosure exemptions. For more information, visit the Washington State Legislature's website regarding the Public Records Act at <http://apps.leg.wa.gov/RCW/default.aspx?cite=42.56>. If the consultant believes that any of the records it submits to the PUD as part of your informational material are exempt from disclosure, you can request that they not be released. To do so, you must notify the PUD in writing. You should clearly and specifically identify each record and the exemption(s) that may apply.

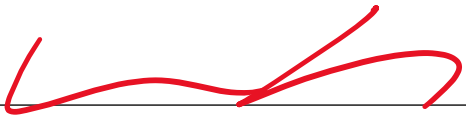
The PUD will not withhold materials from disclosure because they have been marked with a document header or footer, page stamp, or a generic statement that a document is; subject to non-disclosure, exempt, confidential, proprietary, or protected. Do not identify an entire page as exempt unless each sentence is within the exemption scope. Identify paragraphs or sentences that meet the specific exemption criteria you cite. Only the specific records or portions of records properly identified will be reviewed for potential non-disclosure. All other records will be considered subject to full disclosure upon request.

If the PUD receives a public disclosure request for any records you have properly and specifically listed for nondisclosure, the PUD will notify you in writing of the request and will postpone disclosure. While it is not a legal obligation, the PUD, as a courtesy, will allow you up to ten (10) business days to file a court injunction to prevent the PUD from releasing the records (reference RCW 42.56.540). If you fail to obtain a court order with the ten (10) business days, the PUD may release the documents.

The PUD will not assert an exemption from disclosure on your behalf. If you believe a record(s) is exempt from disclosure you are obligated to clearly identify it as such on and submit it with your solicitation. Should a public record request be submitted to the PUD for that (those) record(s), you can then seek an injunction under RCW 42.56 to prevent a records release. By submitting a

response to this Request for Proposals, respondent acknowledges this obligation; and also acknowledges that the PUD will have no obligation or liability to the consultant if the records are disclosed.

Should you have any questions or wish to request additional information, please contact:
Will O'Donnell, Communications Manager, at 360-385-8369 or wodonnell@jeffpud.org



Kevin Streett, General Manager
Jefferson County PUD

6/13/19

Date

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE PUBLIC UTILITY DISTRICT #1 OF JEFFERSON COUNTY
AND**

(_____)

RELATING TO: ENERGY EFFICIENCY INCENTIVES SUPPORT SERVICES

THIS LUMP SUM AGREEMENT is made and entered into this XXX day of XXXXXXXX, 2019(“Effective Date”), by and between THE PUBLIC UTILITY DISTRICT #1 OF JEFFERSON COUNTY, (hereinafter called the “DISTRICT”) and (XXXXXXXXXXXXXXXX), an XXX authorized to do business in the state of Washington (hereinafter called the “CONSULTANT”).

1. RECITALS.

1.1. The DISTRICT desires to obtain professional services for work related to Energy Efficiency Incentive (EEI) Support Services.

1.2. The DISTRICT has solicited for such professional services as required by law, including RCW Chapter 39.80 if applicable.

1.3. CONSULTANT represents that it is available and able to provide qualified personnel and facilities necessary for the work and services contemplated herein, and can accomplish the work and services within the required time period and in accordance with DISTRICT’s specifications, WSDOT Standard Specifications (as applicable), and professional standards.

1.4. CONSULTANT agrees to perform the work and services specified herein in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the above representations and the terms, conditions, covenants, and agreements set forth below, the parties hereto agree as follows:

2. SCOPE OF WORK.

2.1. The scope of professional services to be performed and the results to be achieved by the CONSULTANT shall be as detailed in the attached Exhibit A and shall include all services and material necessary to accomplish the work (“Services”).

2.2. The DISTRICT may review the CONSULTANT’S work product, and if it is not satisfactory, the CONSULTANT shall make such changes as may be required by the DISTRICT. Such changes shall not constitute “Extra Work” as related in Section 12 of this Agreement.

2.3. The CONSULTANT agrees that all services performed under this Agreement shall be in accordance with the standards of the profession and in compliance with applicable federal, state and local laws.

2.4. The Scope of Work may be amended upon written approval of both parties.

3. TIME OF PERFORMANCE. The CONSULTANT may begin work upon the Effective Date of this Agreement by both parties, or the DISTRICT's issuance of a Notice to Proceed, whichever is applicable, and the duration of the Agreement shall extend through (MONTH, DAY, YEAR). The work shall be completed in accordance with the schedule set forth in the attached Exhibit B.

4. PAYMENT. The DISTRICT shall pay the CONSULTANT as set forth in this section of the Agreement. Such payment shall be full compensation for work performed, services rendered, and all labor, materials, supplies, equipment and incidentals necessary to complete the work.

4.1. The DISTRICT shall pay the CONSULTANT as set forth in this section. In no event shall the amount paid by DISTRICT exceed the Maximum Compensation as set forth in Section 5, unless otherwise agreed to by the DISTRICT in writing. Such payment shall be full compensation for work performed, services rendered, and all labor, materials, supplies, equipment and incidentals necessary to complete the work.

4.2. The CONSULTANT shall submit invoices to the DISTRICT for work completed in accordance with Exhibit A. Invoices shall detail the work, and shall itemize with receipts and invoices the non-salary direct costs.

4.3. The DISTRICT shall review the invoices and make payment for the portion of the project or tasks that have been completed less the amounts previously paid.

4.4. The CONSULTANT invoices are due and payable within 30 days of receipt. In the event of a disputed billing, only the disputed portion will be withheld from payment.

4.5. Final payment for the balance due to the CONSULTANT will be made after the completion of the work and acceptance by the DISTRICT.

4.6. Payment for "Extra Work" performed under Section 12 of this Agreement shall be as agreed to by the parties in writing.

4.7. The DISTRICT may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the Agreement for allowable unforeseen costs, or reimbursing the CONSULTANT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this Agreement. Such authorization(s) shall be in writing and shall not exceed the lesser of \$15,000 or 10% of the Maximum Compensation as shown in Section 5 of this Agreement. The amount included for the Management Reserve Fund is (ENTER \$ AMOUNT). This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section 12 – Extra Work.

5. MAXIMUM COMPENSATION.

5.1. The CONSULTANT's total compensation and reimbursement under this Agreement, including labor, direct non-salary reimbursable costs and outside services, shall not exceed the maximum sum of (ENTER \$ AMOUNT). This amount is the maximum amount to be paid under this Agreement and shall not be exceeded without prior written authorization from DISTRICT in the form of a negotiated and executed amendment of this Agreement.

5.2. The budget for each task is as set forth in the attached **Exhibit D**. Budgets for task(s) may be modified upon mutual agreement between the two parties, but in any event, the total payment to CONSULTANT shall not exceed the maximum amount per Section 5.1 above.

6. RELATIONSHIP OF PARTIES.

6.1. The relationship created by this Agreement is that of owner-independent contractor. Neither the CONSULTANT nor CONSULTANT's employees are employees of the DISTRICT and are not entitled to the benefits provided by the DISTRICT to its employees. The CONSULTANT, as an independent contractor, has the authority to control and direct the performance of the details of the services to be provided. No employee, agent, representative or subconsultant of CONSULTANT shall be or shall be deemed to be the employee, agent representative or subconsultant of the DISTRICT. The CONSULTANT shall assume full responsibility for all wages, along with any Federal, State, and local taxes or contributions imposed or required, including, but not limited to, unemployment insurance, Social Security, and income tax, payable as a result of work performed under this Agreement.

6.2. Employees of the CONSULTANT, while engaged in the performance of any work or services under this Agreement, shall be considered employees of the CONSULTANT only and not of the DISTRICT, and claims that may arise under the Workman's Compensation Act on behalf of said employees while so engaged, and any and all claims made by a third party as a consequence of any negligent act or omission on the part of the CONSULTANT'S employees while so engaged, on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT. On or before the Effective Date, CONSULTANT shall file, maintain and/or open all necessary records with the Internal Revenue Service and the State of Washington, and as may be required by RCW 51.08.195, to establish CONSULTANT's status as an independent contractor.

7. OWNERSHIP OF DOCUMENTS. Upon completion of the work, all documents, exhibits, photographic negatives, or other presentations of the work shall become the property of the DISTRICT for use without restriction and without representation as to suitability for reuse by any other party unless specifically verified or adapted by the CONSULTANT. However, any alteration of the documents, by the DISTRICT or by others acting through or on behalf of the DISTRICT, will be at the DISTRICT's sole risk.

8. NONDISCRIMINATION. The CONSULTANT shall conduct its business in a manner, which assures fair, equal and non-discriminatory treatment of all persons, in particular:

8.1. The CONSULTANT shall maintain open hiring and employment practices and will welcome applications for employment in all positions, from qualified individuals who are members of minorities protected by federal equal opportunity/affirmative action requirements; and,

8.2. The CONSULTANT shall comply with all requirements of applicable federal, state or local laws or regulations issued pursuant thereto, relating to the establishment of non-discriminatory requirements in hiring and employment practices and assuring the service of all persons without discrimination as to any person's race, creed, color, religion, national origin, status as a military veteran, marital status, gender, sexual orientation, disability or other legally protected classification.

9. SUBCONTRACTING.

9.1. The CONSULTANT shall not sublet or assign any of the work covered by this Agreement without the written consent of the DISTRICT.

9.2. In the event any subcontracting is approved, the subcontractor and its employees shall be required to execute the Non-Disclosure Agreement prior to being given access to any confidential information regarding the DISTRICT's computer system.

9.3. In all solicitation either by competitive bidding or negotiation made by the CONSULTANT for work to be performed pursuant to a subcontractor, including procurement of materials and equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of CONSULTANT's obligations under this Agreement, including the nondiscrimination requirements.

9.4. In performing this Agreement, the CONSULTANT shall not subcontract with or employ any DISTRICT employee without the DISTRICT's written consent.

10. SUPERVISION, INSPECTION AND PERFORMANCE.

10.1. Even though CONSULTANT is an independent contractor with the authority to control and direct the performance and details of the Services, the Services must meet the approval of DISTRICT and shall be subject to DISTRICT's general right of inspection and supervision to secure the satisfactory completion of this Agreement.

10.2. CONSULTANT represents that it has or will obtain all personnel necessary to perform the Services and that such personnel shall be qualified, experienced, and licensed as may be necessary or required by applicable laws and regulations to perform the Services. All Services shall be performed by CONSULTANT, its employees, or by subconsultants whose selection has been authorized by DISTRICT; provided that DISTRICT's authorization shall not relieve CONSULTANT or its subconsultants from any duties or obligations under this Agreement, or at law, to perform the Services in a satisfactory and competent manner. CONSULTANT shall ensure that all contractual duties, requirements and obligations that CONSULTANT owes to DISTRICT shall also be owed to DISTRICT by CONSULTANT's subconsultants retained to perform the Services.

10.3. CONSULTANT shall be responsible for the professional quality, technical adequacy, accuracy, timely completion, and coordination of the Services and all plans, designs, drawings, specifications, reports, and other work performed pursuant to this Agreement. CONSULTANT shall perform the Services in accordance with the standard of care of its profession in the same or similar localities at the time services are performed. CONSULTANT shall be responsible for the professional standards, performance, and actions of all persons and firms performing the Services under this Agreement. CONSULTANT shall, without additional compensation, correct any specific breach of a contractual obligation in the Services and revise any errors or omissions in any plans, designs, drawings, specifications, reports, and other products prepared under this Agreement.

11. CHANGES IN WORK. Other than changes directed by the DISTRICT as set forth in Section 1 above, either party may request changes in the scope of work. Such changes shall

not become part of this Agreement unless and until mutually agreed upon and incorporated herein by written amendments to this Agreement executed by both parties.

12. EXTRA WORK. The DISTRICT may desire to have the CONSULTANT perform work or render services in connection with this project, in addition to the Scope of Work set forth in Exhibit A and minor revisions to satisfactorily completed work. Such work shall be considered as "Extra Work" and shall be addressed in a written supplement to this Agreement. The DISTRICT shall not be responsible for paying for such extra work unless and until the written supplement is executed by both parties.

13. TERMINATION.

13.1. The DISTRICT may terminate this Agreement at any time, for the convenience of the DISTRICT, upon not less than ten (10) days' written notice to the CONSULTANT. Written notice will be by certified mail sent to the consultant's designated representative at the address provided by the CONSULTANT.

13.2. The DISTRICT may terminate this Agreement, in whole or in part and at any time, in writing if CONSULTANT substantially fails to fulfill any or all of its material obligations through no fault of DISTRICT. If DISTRICT terminates all or part of this Agreement for default, DISTRICT shall determine the amount of Services satisfactorily performed to the date of termination and the amount owing to CONSULTANT using the criteria set forth below; provided that (a) no amount shall be allowed for anticipated profit on unperformed Services or other work, and (b) any payment due to CONSULTANT at the time of termination may be adjusted to the extent of any additional costs DISTRICT incurs or will incur because of CONSULTANT's default. In such event, DISTRICT shall consider the actual costs incurred by CONSULTANT in performing the Services to the date of termination, the amount of Services originally required which was satisfactorily completed to the date of termination, whether the Services or deliverables were in a form or of a type which is usable and suitable to DISTRICT at the date of termination, the cost to DISTRICT of either completing the Services itself or employing another firm to complete the Services in addition to the inconvenience and time which may be required to do so, and other factors which affect the value to DISTRICT of the Services performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Schedule of Charges. This provision shall not preclude DISTRICT from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by withheld payments.

13.3. In the event this Agreement is terminated prior to the completion of the work, a final payment shall be made to the CONSULTANT, which, when added to any payments previously made, shall compensate the CONSULTANT for the portion of work completed.

14. INDEMNIFICATION/HOLD HARMLESS.

14.1. The indemnification and defense obligations specified in this Section 14 ("Indemnity Obligations") have been mutually negotiated and shall survive the expiration, abandonment, or termination of this Agreement. The Indemnity Obligations shall extend to claims that are not reduced to a suit and to any claims that may be compromised prior to the culmination of any litigation or the institution of any litigation. Inspection, acceptance or payment by DISTRICT of or for any Services performed by CONSULTANT shall not be grounds for avoidance of any Indemnity Obligations.

14.1.1. Professional errors and omissions. For any losses that arise from any error, omission, negligence or other malpractice in the exercise of CONSULTANT's professional judgment in the performance of architectural, landscape architectural, engineering, or land surveying services such that RCW 4.24.115 would apply, CONSULTANT shall defend, indemnify, and hold the DISTRICT harmless from all such losses to the extent caused, or alleged to be caused, by any violation of law, including state, federal or municipal law or ordinance, or negligent act, omission, breach of contract, or willful or intentional misconduct of CONSULTANT. The obligation of indemnity under this subparagraph does not, however, extend to losses caused by the negligence (whether sole, concurrent or contributory) of the DISTRICT.

14.1.2. Construction claims. In the event that this Agreement is relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of any building, highway, road, excavation, or other structure, project, development, or improvement attached to real estate (specifically including moving or demolition in connection therewith) and therefore subject to RCW 4.24.115, CONSULTANT shall defend, indemnify and hold harmless the DISTRICT from all losses to the extent caused, or alleged to be caused, by any violation of law, including state, federal or municipal law or ordinance, or any negligent act or omission of CONSULTANT. The obligation of indemnity under this Subparagraph does not, however, extend to losses caused by the negligence (whether sole, concurrent or contributory) of the DISTRICT.

14.2. In any and all claims against the DISTRICT by any employee of CONSULTANT, the indemnification obligations set forth above shall not be limited in any way by any limitation on the amount or type of damages or compensation benefits payable by or for CONSULTANT under the applicable worker's or workmen's compensation, benefit, or disability laws (including but not limited to, the Industrial Insurance laws, Title 51 of the Revised Code of Washington). CONSULTANT expressly waives any immunity CONSULTANT might have under such laws, and, by entering into this Agreement, acknowledges that this waiver has been mutually negotiated.

15. INSURANCE.

15.1. 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.

15.2. CONSULTANT'S maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the CONSULTANT to the coverage provided by such insurance, or otherwise limit the DISTRICT'S recourse to any remedy available at law or in equity.

15.3. Minimum Scope of Insurance. CONSULTANT shall obtain insurance of the types described below:

15.3.1. 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 contract liability coverage; and,

15.3.2. 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 DISTRICT shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the DISTRICT; and,

15.3.3. Workers' Compensation coverage as required by the Industrial Insurances laws of the State of Washington; and

15.3.4. Professional Liability insurance appropriate to the CONSULTANT's profession.

15.4. Minimum Amounts of Insurance. CONSULTANT shall maintain the following insurance limits:

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

15.4.2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

15.4.3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

15.5. 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:

15.5.1. The CONSULTANT's insurance coverage shall be primary insurance with respect to the DISTRICT. Any insurance, self-insurance, or insurance pool coverage maintained by the DISTRICT shall be excess of the CONSULTANT's insurance and shall not contribute with it.

15.5.2. The CONSULTANT's insurance shall be endorsed to state that coverage shall not be cancelled, suspended or materially changed by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the DISTRICT.

15.5.3. Any payment of deductible or self-insured retention shall be the sole responsibility of the CONSULTANT.

15.5.4. The CONSULTANT'S insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

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

15.7. Verification of Coverage. CONSULTANT shall furnish the DISTRICT 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.

15.8. Cancellation. No cancellation of the foregoing coverage shall be effective without thirty (30) days prior notice to the DISTRICT.

16. APPLICABLE LAW/VENUE. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington, and in the event of dispute the venue of any litigation brought hereunder shall be Jefferson County.

17. NOTICE. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, or at such other address as given pursuant to this Section, and shall be effective on the next business day if sent by registered or certified mail or deposited with an overnight delivery service.

DISTRICT
Attention: Kevin Streett
310 Four Corners Road
Port Townsend, WA 98368

[Consultant Name and Address]
[Street Address _____]
[Street Address _____]

18. ENTIRE AGREEMENT. The written terms and provisions of this Agreement, together with all referenced Exhibits, supersede all prior verbal statements of any officer or other representative of DISTRICT, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the referenced Exhibits.

19. PRIORITY OF DOCUMENTS. In the event that the language and provisions of this Agreement are contrary to or conflict with any language or provisions set forth in any exhibit to this Agreement, the language and provisions of this Agreement shall control, and the contrary or conflicting language or provisions of the exhibit(s) shall be disregarded and shall be considered void.

20. MODIFICATION. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of DISTRICT and CONSULTANT.

21. ASSIGNMENT. Any assignment of this Agreement by CONSULTANT without the prior written consent of DISTRICT shall be void.

22. WAIVER. A waiver of any breach by either party shall not constitute a waiver of any subsequent breach.

23. THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries to this Agreement.

24. EXHIBITS AND SIGNATURES. This Agreement, including its exhibits, constitutes the entire Agreement, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. The following exhibits are hereby made a part of this Agreement:

Exhibit A – Scope of Work

Exhibit B – Schedule for the Work

Exhibit C – Consultant Labor Costs and Non-salary Reimbursable Costs

Exhibit D – Budget for Each Task

Exhibit E – Non-Disclosure Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CONSULTANT:

DISTRICT:

By: _____

By: _____

Printed
Name: _____

Printed
Name: _____

Title: _____

Title: _____

Tax ID#: _____