



REQUEST FOR QUALIFICATIONS

BROADBAND INFRASTRUCTURE EXPANSION STRATEGIC PLAN

Overview

Jefferson County Public Utility District (PUD) invites information technology engineering consultants to submit qualifications for the performance of services necessary to provide a strategic plan for expanding broadband infrastructure in Jefferson County. The PUD reserves the option to include additional related services in the resulting vendor contract after reviewing vendor proposals. A more detailed description of the desired scope of work is provided in the following sections of this document.

The purpose of this Strategic Plan is to determine how the PUD can best utilize and expand its existing telecommunications infrastructure over the next 5 years to A) improve and enhance utility operations, particularly through its SCADA network, and B) provide PUD customers increased access to broadband infrastructure throughout its service territory. In addition, the PUD is interested in learning about the economic development opportunities that could be provided to Jefferson County were the PUD to install fiber to every premises. Planning work will take place during the first half of 2019.

Background

Jefferson County PUD provides retail electric, water and sewer utility services, and wholesale telecom utility services to over 19,000 customers. The PUD is governed by an elected three-member Board of Commissioners and run by General Manager Larry Dunbar who oversees a staff of 47 employees. Jefferson PUD 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 State of Broadband in Jefferson County

Jefferson County PUD currently owns approximately 45 miles of fiber optic cable, half of which was installed as part of a successful Broadband Telecommunications Opportunity Program (BTOP) grant in 2014 and the other half of which installed by the PUD to expand its Supervisory Control and Data Acquisition Network (SCADA) system as well as other utility communications needs. The initial fiber was installed to provide wholesale high speed broadband internet and networking capabilities to government buildings and community anchor institutions in Jefferson County. The joint operating agency Northwest Open Access Network (NoaNet), of which the PUD is a member, serves as the network operator and system manager.

Though over 40 end users currently contract to make use of Jefferson County PUD fiber, the PUD has no dedicated telecom staff members and receives little to no direct revenue from wholesale services. As a PUD, Jefferson County Public Utility District has no legal retail authorization to provide internet service to end users.

Like many rural communities, much of Jefferson County is either unserved or underserved regarding access to high speed broadband. Our two largest private Internet Service Providers (ISPs), Wave and CenturyLink, have only extended limited service and infrastructure beyond the county's few more densely populated areas. The other ISPs operating in our county are few in number and small in size, lack investment resources, though they do offer a variety of technology solutions in place, both wired and wireless.

Anticipated Scope of Work

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

- 1. Facilitate Joint Planning Roadmap with Stakeholders.** The consultant will host one or more meetings with representatives of the PUD, NoaNet, and select community stakeholders to refine strategic planning project objectives, scope of work, and deliverables. This task will include the development of a published road map workplan and timeline.
- 2. Identify Industry Role Models/Best Practices.** Contact and interview a minimum of 3 similar sized public utilities, ports, or other entities that the consultant might deem useful who have successfully expanded broadband infrastructure in their service territories. Identify significant relevant information pertaining to the operational success of the telecommunication utility, such as:

Services Provided	Revenues Gained	Staffing Requirements
Technologies Deployed	Rate Schedules	Partnerships Utilized
Customer Groups Served	Market Shares	Challenges Overcome
Funding Sources Utilized	Operating Costs	Local Economic Impact

3. **Perform Local Market Analysis.** Assess supply & demand for broadband service in Jefferson County PUD's service territory. Hold a minimum of 2 focus group sessions to determine satisfaction with current service or desire for new service with each of the following customer categories: residential, commercial and institutional. Document uses including education, manufacturing, healthcare, general business, media production, or other uses the consultant or PUD/stakeholders determine. Contact and interview both NoaNet and local incumbent service providers to discuss their service territory, current and future service offerings, investment/growth plans, barriers to growth and opportunities for collaboration.
4. **Inventory & Map Local Infrastructure & Demand.** The consultant will inventory existing telecom and fiber assets (PUD or otherwise) in Jefferson County PUD's service territory. Consultant will work with PUD GIS specialist to plot inventory data gathered into mapping fields alongside additional maps of existing internet user areas by ISP and type of service purchased; map of speeds available by location; maps based on respondent information from 2017-18 COS survey; and other available data. Special attention will be given to the identification of areas of unserved and underserved customers in Jefferson County.
5. **Model Broadband Infrastructure Expansion Projects.** Consultant shall model case studies for each of the following levels of infrastructure expansion. Each case study should include route mapping, cost estimates, technology deployed, equipment required, timelines to completion, regulatory checklists, permits required, contractors needed, partnerships (public or private) to complete and operate the model. Expansion models will include, but not be limited to the following expansion scenarios:
 1. SCADA buildout to all PUD assets
 2. SCADA buildout plus connections to adjacent institutional, commercial, and or residential customer clusters
 3. SCADA buildout plus multiphase hybrid fiber and wireless buildout to all customers in the PUD's service area
 4. Fiber To Every Premises (FTEP) in Jefferson County.
6. **Perform Business Case Evaluation on Each Expansion Model.** Each expansion model developed will be examined by the consultant to determine the business case for proceeding with the model. The business case shall include but not be limited to the feasibility/achievability of the model, barriers to success, estimated economic development impact (to both the PUD and Jefferson County) if built, legal limitations, and lifespan of usefulness of the model if built. The analysis will be reviewed by the stakeholder group and any additional feedback provided will be incorporated.
7. **Identify & Recommend Funding Options for Each Expansion Model.** In addition to providing cost estimates of building the expansion models, the consultant will analyze and provide options and recommendations for funding each expansion model. Funding options should include both internal to the PUD (fees, rates, cash reserves, line extension

agreements, local utility districts etc.) and external (leases, loans, grants, etc.) sources.

- 8. Review PUD Telecom Utility.** The consultant shall review and make recommendations on the performance of the PUD telecom utility, including, but not limited to: policies, staffing, fee and rate setting, dark fiber leasing, billing and accounting methods, marketing, and all NoaNet contracts and agreement. Recommend any changes, training, additional staffing, or management practices needed to improve service or meet the needs of recommended projects identified in the action plan. Additionally, advise on the following:
 1. Creating a diverse and redundant fiber optic path off the Olympic Peninsula.
 2. The best strategy for the utilization of the PUD's lease of the Maynard Peak Tower.
 3. Identify potential partnerships (public or private) that would enable the PUD to provide better or additional services.

- 9. Recommend Action Plan.** Based on all information gathered, the consultant shall outline an action plan for expanding broadband infrastructure in Jefferson County. The plan shall include recommended projects, proof of concept pilot projects, timelines, and any other necessary information for the PUD and stakeholders to successfully undertake the recommendations.

- 10. Facilitate Adoption of Metrics and Follow Up.** The consultant shall facilitate a minimum of two meetings with the PUD and its stakeholder group to 1) determine and adopt metrics for evaluating any work that may be performed as a result of the planning process; and 2) discuss and draft a plan for continuing interagency dialogue about broadband access in Jefferson County after the conclusion of the strategic planning process.

Deliverables

The following deliverables shall be provided to the PUD in accordance with the above scope of work:

1. Report, ten printed copies in 8.5x11 format, comb bound or 3-ring binder with card stock covers, to include the following:
 - a. Introduction.
 - b. Executive summary.
 - c. Table of contents.
 - d. Individual sections for the scope items listed above.
 - e. Service Area Maps with identified clusters
 - f. Summary and Recommendations.
2. Include heavy, tabbed divider sheet for each section, with title on tab.
3. Drawings, details and diagrams in 8.5x11 or 11x17 format to be included with report.
4. Equipment cut sheets for hardware and software needed for PUD's role in recommended projects.
5. The consultant shall prepare the report using Microsoft® Word and Excel. The consultant shall provide an electronic copy of the final Microsoft® Word files and all other files in the report (i.e. for tables, diagrams, maps).
6. The consultant shall provide ESRI GIS compatible maps for all maps developed.

7. Complete copy of final report in a single electronic file (PDF format).
8. Power Point presentation highlighting the Telecommunications Utility Strategic Plan to be presented by the successful consultant to the BOC. Presentation to be given in an hour-long workshop format.

Submission of Qualifications

Please provide the following information in an organized fashion in the order listed. Failure to provide enough information may lead to a PUD determination that the consultant's qualifications are not responsive to this Request For Qualifications (RFQ):

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. The PUD 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 the PUD'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

The PUD has included a proposed Contract for Professional Services and a Non-Disclosure Agreement in this RFQ. The consultant shall indicate if it is willing to execute the PUD's proposed Contract and Agreement with or without exceptions.

Qualifications Submission Format and Deadline

The consultant's qualifications shall be submitted as a single PDF document, not to exceed 40 letter sized pages. Graphics shall be kept to a minimum. Appendices for references and resumes will not be counted in the page totals. Send qualifications (via email) to:

wodonnell@jeffpud.org,

No later than 9am PST

Monday, November 19, 2018.

Qualifications submitted by other means will not be accepted.

Qualifications submitted after the deadline date and time will not be accepted.

Milestones and Schedule

Milestones	Completion
RFQ Advertisement	October 19, 2018
RFQ Response Due	November 19, 2018
Short List Consultant Interviews	November 26, 2018
Scope of Work Negotiations	November 30, 2018
Submit contract to Citizens Advisory Board (CAB) for review	December 10, 2018
Submit contract to BOC for approval	December 11, 2018
Consultant Notice to Proceed	December 12, 2018
Final Strategic Plan Report	July 1, 2019
Present Strategic Plan Report to CAB	July 15, 2019
Present Strategic Plan Report to BOC	August 6, 2019

Review and Selection

Consultant selection will be according to Chapter 39.80 RCW and based on the evaluation of qualifications 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

A select group of PUD staff and advisors will review all submitted qualifications. The review team will recommend finalists for interviews and those finalists will be notified via email. The review team will interview finalists between Nov. 19th and 23rd and select the final consultant on Nov.

26th. Qualifications submitted will be ranked based upon the merits of the written qualifications 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 the PUD and its proposed Scope of Work. (5)
- b. Qualifications of the project team (5)
- c. Experience working with rural communities and/or small to medium sized public utilities. (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: The PUD'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

The PUD 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 RFQ.
- b. Reject any and all consultant qualifications considered by the PUD to be non-responsive or not in the best interest of the PUD.
- c. Supplement, amend or otherwise modify this RFQ or cancel this RFQ without substitution.
- d. Waive any or all informalities in the consultant's qualifications or failures to comply with the RFQ requirements.
- e. Request further information, or presentations from consultants as needed to support the PUD's selection of the most qualified consultant.
- f. Select any consultant that in the opinion of the PUD 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 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 within 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 Qualifications, 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*

Larry Dunbar, General Manager
Jefferson County PUD

Date

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

RELATING TO: TELECOMMUNICATIONS ENGINEERING SERVICES

THIS LUMP SUM AGREEMENT is made and entered into this _____ day of _____, 20____ (“Effective Date”), by and between THE PUBLIC UTILITY DISTRICT #1 OF JEFFERSON COUNTY, (hereinafter called the “DISTRICT”) and (CONSULTANT NAME), a Corporation/LLC/Sole Proprietorship 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 the Telecommunications Strategic Plan.

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: Larry Dunbar
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#: _____

NON-DISCLOSURE AGREEMENT

This Agreement, dated this XXth day of YYYYYY, 2018 by and between the Jefferson County PUD ("PUD") and XXXXXXXXXXXX ("XXXX").

WHEREAS, the City needs to share certain information with XXXX to conduct a telecommunications strategic plan for the PUD, which is directly related to the conduct of the utility's interest, and

WHEREAS, in order to conduct the telecommunications strategic plan the PUD needs to share infrastructure and security of computer and telecommunications networks, which is exempt from disclosure under the Washington State Public Records Act as defined by RCW 42.56.420(4), and

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties agree as follows.

1. Disclosures. For purpose of the Discussions, each party shall disclose to the other party such Confidential Information as the disclosing party, in its sole discretion, may choose to disclose. All Discussions between the parties shall be deemed to be disclosure of Confidential Information and neither party shall be required to take any further action to identify the information disclosed as Confidential Information. The parties will attempt as reasonably practicable to label as "Confidential" any Confidential Information before disclosure, but all documents exchanged pursuant to this Agreement shall be deemed to be Confidential Information without need for identification as such.

2. Confidentiality and Nonuse. The receiving party shall accept the Confidential Information of the disclosing party for the sole purpose of the Discussions between the parties and any activity of the parties in furtherance thereof and will not, without prior written consent of the disclosing party, use such Confidential Information except for such purpose. Except as provided herein, or as required by law, the receiving party further agrees not to disclose the Confidential Information to persons other than employees, officers, directors, attorneys, consultants, representatives, and agents of the receiving party who will perform all or a portion of the duties of the receiving party and who are obligated to keep such information in confidence (hereinafter designated as such parties' "Representatives"). Prior to disclosing Confidential Information to a party's Representatives, each such Representative will be made aware of the nature of the Confidential Information and will agree to be bound by this Agreement.

The obligation of the receiving party not to use or disclose Confidential Information of the disclosing party shall not apply to information which: (a) at the time of disclosure by the disclosing party is in the possession of the receiving party and was not acquired, directly or indirectly, from the disclosing party with knowledge of its confidential nature; (b) is acquired by the receiving party from third parties which, to the knowledge of the receiving party, have not received such information in confidence from the disclosing party or from other third parties; or (c) is now or hereafter becomes, through no fault of the receiving party, a part of the public domain by publication or otherwise; (d) is independently developed by the receiving party without the use of Confidential Information; (e) is disclosed to any court, regulatory agency, or

any other party as required by law; or (f) which, in the receiving party's judgment, it is required or deems its advisable upon advice of counsel to disclose under the Washington State Public Disclosure Act (RCW 42.56), the Washington Open Public Meetings Act (RCW 42.30, *et seq.*), or any other applicable public disclosure requirement. In connection with any disclosure intended pursuant to exceptions (e) or (f), the receiving party (i.e., the party that initially received the Confidential Information that it intends to disclose) agrees to provide the disclosing party (i.e., the party that initially disclosed the Confidential Information) seven (7) days written notice of impending release and to cooperate with any legal action which may be initiated by the disclosing party to enjoin or otherwise prevent such release, provided that all expenses of any such litigation shall be borne by the disclosing party, including any damages, penalties, attorneys' fees, or costs awarded by reason of having opposed disclosure, and further provided that the receiving party shall not be liable for any release which is either compelled by process of law, or where notice was provided and the disclosing party took no action to oppose the release of information.

3. Duration of Confidentiality. Unless otherwise agreed to in writing, the party shall continue to have obligations of secrecy under this Agreement beyond the expiration of this Agreement.

4. Documents Remain Property of Disclosing Party. All documents given to the receiving party as Confidential Information pursuant to this Agreement, and all copies thereof, whether whole or partial, shall be and remain the property of the disclosing party. Each party in its capacity as receiving party shall deliver all such documents and all copies or excerpts thereof to the disclosing party promptly upon the request of the disclosing party.

5. No License. Nothing in this Agreement shall be construed as giving either party a license or any other right to sell or use the Confidential Information of the other party under this Agreement. Neither party acquires any patent, copyright, trademark, or other intellectual property rights under this Agreement; neither party has an obligation under this Agreement to purchase any service or item from the other party, or to deal exclusively with the party in any field; and neither party under this Agreement may use the Confidential Information of the other party for marketing purposes, or sell services, assets or products using or incorporating Confidential Information.

6. Remedies and Indemnification. The parties acknowledge that a breach of this Agreement by one party could cause damage to the other party which is irreparable and immeasurable in terms of monetary value. For this reason, the parties agree that this Agreement may be specifically enforced, and they consent to the entry of such restraining orders and injunctions as maybe necessary to prevent a breach of this Agreement and to carry out its terms. This remedy shall not be exclusive, and either party may have such other and further relief as may be permitted by law.

7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Washington.

8. Venue; Jurisdiction. The parties consent to the personal jurisdiction of the courts of the State of Washington with respect to any lawsuit to interpret or enforce this Agreement.

The venue of any such lawsuit shall be Jefferson County, Washington unless otherwise agreed by the parties.

9. Attorneys' Fees. In the event either party to this Agreement finds it necessary to bring any suit, action, or other proceeding at law or in equity to interpret, enforce, or implement any of the terms, covenants, or conditions of this Agreement, the party prevailing in such action or proceeding shall be paid all of its reasonable attorneys' fees and costs by the losing party. If there is no prevailing party, the parties to the dispute shall each bear their own attorneys' fees and costs.

10. Severability. If any term, covenant, or condition of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained in this Agreement.

11. Term. this Agreement shall (unless extended by mutual agreement in writing) terminate two years from its effective date, but may be earlier terminated by either party effective upon thirty days prior written notice to the other party. In no event, however, shall termination of this Agreement affect the rights and obligations arising under this Agreement with respect to Confidential Information.

12. Miscellaneous. Resolution No. 2016-36 in reference to a utility customer data privacy policy is incorporated into this Agreement as Exhibit A. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and may not be modified except in writing signed by a duly authorized representative of each party. This agreement may not be assigned by a party without the express written permission of the other party. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. This Agreement maybe executed in counterparts, each of which, together, shall be considered an original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf by their respective duly authorized representatives effective as of the day and year first above written.

XXXXXXXXXXXX

Jefferson County PUD

BY _____

BY _____

Title: _____

Title: General Manager

Date: _____

Date: _____