

**SHEA, CARR & JEWELL, INC.  
AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement for Professional Services (or this "Agreement") is dated February 15, 2024, and is made and entered into by and between:

**Firm:** Shea, Carr & Jewell, Inc. (dba SCJ Alliance) ("SCJ")  
**Address:** 8730 Tallon Lane NE, Suite 200, Lacey, WA 98516  
**Telephone:** 360.352.1465  
**Fax:** 360.352.1509

and

**Client:** City of Chewelah ("Client")  
**Address:** 301 E. Clay Street, PO Box 258, Chewelah, WA 99109  
**Telephone:** 509.935.8311  
**Email:** mayor@cityofchewelah.org

**Section 1 – The Project.** SCJ shall perform all services, as described in Section 2 below, for the following project:

a. **Project Name:** Chewelah General Planning Services for 2024  
(the "Project")

b. **Project Number:** SCJ# 00-078605 Client# N/A

c. **Project Location:** Chewelah, WA

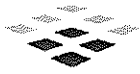
d. **Project Timeline:** SCJ shall perform its services as expeditiously as is consistent with the professional skill and care and the orderly progress of the Project. If SCJ is delayed in meeting this projected timeline due to causes beyond its control (including, but not limited to, war, riot, civil disorder, fire, labor trouble, strikes, accidents, energy failure, equipment breakdown, delays of suppliers, printers, or carriers, action of government or civil authority, or acts of God), then the projected timeline shall be extended accordingly.

e. **Term:** The Consultant's engagement and provision of Services will commence upon the Effective Date and will terminate upon written notice from the City. This contract is set to automatically renew for an automatic five (5) year term upon budget allocation from the annual City budget process, (the "Term") unless earlier terminated as provided in Section 8 below.

**Section 2 – Scope of Work.** SCJ shall perform the services (the "Work") described in Attachment A:

**Section 3 – Compensation to SCJ.** SCJ shall perform the Work for Client for the following compensation:

Budget Summary	Fee Amount	Fee Basis
Phase 01 – General Planning Services	\$ 40,000	T&M NTE
<b>TOTAL MAXIMUM FEE:</b>	<b>\$40,000</b>	



**Time and Materials.** When the basis of SCJ's compensation is time and materials, Client will pay SCJ for the time SCJ spends and all the expenses SCJ incurs (see expenses addressed below) in performing the Work, pursuant to the Billing Rate Schedule shown in Attachment B. SCJ may change its billing rates and/or the reimbursement rate for the expenses it incurs from time to time due to market conditions with prior notice to Client. If SCJ changes any of its billing rates and/or reimbursement rates for its expenses, SCJ shall promptly provide a copy of its revised Billing Rate Schedule to Client.

Changes in billing rates and/or reimbursement rates for expenses is not a basis for increasing the Total Maximum Fee shown above.

**Lump Sum:** When the basis of SCJ's compensation is a lump sum, Client will pay SCJ on a percent-complete basis of the Total Maximum Fee for the Work described in Section 2 of this Agreement. SCJ will be compensated in full upon completion of the Work. Any out-of-scope or extra services requested by the Client will be paid to SCJ on a time and materials basis in accordance with the provisions described above under Time and Materials.

**Retainers.** Client will pay a retainer to SCJ for the services in the amount of \$N/A. This fee shall be payable in advance upon contract signing. The retainer will not be applied to invoices until a history of timely invoice payment has been established and will not be completely released until the final project invoice. The specific retainer application schedule will be project specific and will be established by mutual agreement between the Client and SCJ.

**Expenses:** Expenses will include, but not be limited to, the following: transportation costs, including mileage; meals and lodging; laboratory tests and analyses; computer services; word processing services; telephone, printing, binding, and reproduction charges; all costs associated with outside consultants and other outside services and facilities; and other similar costs. Expenses which SCJ incurs on Client's behalf for outside consultants and other outside services or facilities shall include a 10% markup to compensate SCJ for its activities related to these expenses, such as: excise tax, liability insurance, profit, and additional administrative overhead.

**Section 4 – Billing and Payment:** SCJ will provide Client with an invoice once per month for Work on the Project during the prior month. Client agrees to pay SCJ within 30 days of receiving SCJ's invoice, after which date, if the invoice has not been paid in full, Client's account will become delinquent. Client is deemed to have received an invoice three days after SCJ mailed it to Client at its address provided in this Agreement, postage prepaid. If Client's account becomes delinquent at any time, the following shall apply:

- SCJ may, in its sole discretion, cease all Work on the Project and retain all records and work product in its possession related to the Project until such time as Client's account is brought current; and/or
- SCJ will assess interest at the rate of 1.5 percent per month against any delinquent invoice balance, unless such rate of interest exceeds the legal limit, in which case interest will be assessed against the delinquent invoice balance at the highest legal rate.

**Section 5 – Standard of Care; No Warranties:** SCJ will perform the Work consistent with the professional skill and care ordinarily provided by professionals practicing in the same or similar locality under the same or similar circumstances at the time the Work is performed. SCJ does not make or intend to make any warranty, expressed or implied, by performing any of the Work.

**Section 6 – No Third-Party Beneficiaries:** The parties do not intend, and no such intent shall be inferred, that SCJ assumes a direct obligation to any third party by entering into this Agreement.

**Section 7 – Notice to Cure a Default:** If SCJ materially breaches a provision of this Agreement, SCJ may be deemed in default. If SCJ fails within five (5) business days after written notification to commence and continue satisfactory correction of such default with diligence and promptness, then Client shall give SCJ a second written notice of termination within three (3) business days following the end of the five (5) day period.



### **Section 8 – Termination by Client:**

Client may terminate this Agreement as provided in Section 7 in addition to any other remedy provided by this Agreement. If Client's costs arising out of SCJ's failure to cure the default, including the cost of completing the Work, exceed the unpaid Compensation to SCJ, SCJ shall be liable to the Client for such excess costs as limited by Section 10 below. If Client's costs are less than the unpaid Compensation to SCJ, Client shall pay the difference to SCJ. In the event Client exercises its rights under this Section 8, Client shall furnish to SCJ a detailed accounting of the costs incurred by Client.

Client may terminate this Agreement for its own convenience upon fourteen (14) days written notice to SCJ. Upon any termination for convenience, Client shall pay SCJ for all sums due through the effective date of the termination including, but not limited to, the amounts provided in Section 3 above and any expected profits.

If Client terminates this Agreement, with or without cause, before SCJ completes all of the Work, SCJ shall have the right to complete such services, analysis, and records, within its sole discretion, as are necessary to place SCJ's files in order and to complete a report on the services performed pursuant to this Agreement ("Project Closeout"). The time expended and expenses incurred by SCJ in carrying out the Project Closeout shall be billed to Client in addition to all time expended and expenses incurred by SCJ up to the date of termination.

### **Section 9 – Termination by SCJ:**

SCJ may terminate this Agreement upon five (5) days written notice of the following:

- Client fails to pay SCJ in accordance with this Agreement.
- Client otherwise materially breaches this Agreement.

Upon termination by SCJ pursuant to this Agreement, SCJ shall be entitled to recover from Client payment for all sums due through the date of termination and for any proven loss, cost, or expense including, but not limited to, the amounts owing from Section 3 above, expected profits, and Project Closeout.

**Section 10 – Limitation of Liability:** The parties agree that the liability of SCJ (which includes SCJ's shareholders, directors, officers, employees, and agents) to Client for any loss or damage (whether damage or destruction of property or personal injury or death) related in any way to SCJ's performance or nonperformance under this Agreement shall be limited to the total Compensation in Section 3 above or one hundred thousand dollars (\$100,000), whichever is greater. IN NO EVENT SHALL SCJ BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, LOST PROFITS OR LIFE EXPECTANCY DAMAGES ARISING OUT OF THIS AGREEMENT.

### **Section 11 – Indemnification:**

SCJ shall indemnify and hold Client harmless from all claims, demands or lawsuits at law or equity for personal injury or property damage ("Claim") arising in whole or in part from the negligence of SCJ or SCJ's agents, employees, or subconsultants; provided that nothing herein shall require SCJ to indemnify and hold harmless Client from Claims based solely upon the negligence of Client, its agents, officers or employees.

Client shall indemnify and hold harmless SCJ, its officers, directors, shareholders, and employees, from all claims, demands, or lawsuits at law or equity for personal injury or property damage ("Claim") arising in whole or in part from the negligence of Client or Client's agents, employees, contractors, or subcontractors; providing that nothing herein shall require Client to indemnify and hold harmless SCJ from Claims based solely upon the negligence of SCJ, its agents, officers, or employees.



The indemnifications are valid and enforceable only to the extent of the indemnitor's negligence where the damages are caused by or result from the concurrent negligence of (i) SCJ or its officers, employees, and agents, and (ii) Client or its officers, employees, and agents.

**Washington State Industrial Insurance Act:** Both SCJ and Client expressly waive any immunity, from claims against each other, provided by the Washington State Industrial Insurance Act (RCW 51) or similar law of the state of the Project's location. The provisions of this section shall not be limited in any way by any limitation on benefits payable to or for any third party under any State's Workers' Compensation Act. This waiver is not intended to waive and does not waive SCJ's design professional immunity from claims by an injured worker or beneficiary provided by RCW 51.24.035 or similar law of the state of the Project's location.

**Voluntary Waiver:** Both SCJ and Client acknowledge that they have mutually negotiated this waiver of immunity.

Initial here for Voluntary Waiver	
SCJ _____	
Client _____	Initial here

**Section 12 – Concurrent Work:** This Agreement shall not limit, in any way, other work SCJ may undertake for any other client.

**Section 13 – Insurance:** SCJ shall obtain and keep in force during the terms of this Agreement insurance coverage as follows: (a) Workers' Compensation, as required by applicable statute; (b) Comprehensive General Liability, \$2 million per occurrence and \$4 million in the aggregate; (c) Automobile, \$1 million combined single limit; and (d) Professional Liability, \$1 million per claim and \$2 million in the aggregate.

SCJ will provide Client with thirty (30) day notice prior to cancelling any of the aforementioned policies.

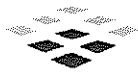
**Section 14 – Dispute Resolution, Jurisdiction, Venue, Attorney Fees, and Applicable Law:**

**Mediation:** In the event that any dispute arises between the parties related to this Agreement, the parties agree to submit the dispute to non-binding mediation upon either party providing the other with written notice describing the dispute in detail. The parties shall cooperate in selecting the mediator, and the mediation shall occur within 30 days of a party providing written notice to the other party of the dispute. The mediation shall take place in Tacoma, Washington or, if the Project is located outside of the State of Washington, at a location as near the Project as is reasonably available.

**Arbitration:** Except as provided below in **Fee Disputes**, if mediation does not resolve the dispute, such dispute shall be decided by final and binding arbitration in accordance with the Construction Industry Rules of the American Arbitration Association, unless the parties mutually agree otherwise. The parties agree to be bound by the findings and award of such arbitration finally and without recourse to any court of law other than for the enforcement of the arbitrator's decision. As between the parties to this Agreement, the prevailing party in any arbitration shall be entitled to an award of its attorneys' fees, costs and expert fees incurred and the parties expressly grant the arbitrator the authority to award attorneys' fees and costs. The site of any arbitration arising out of or related to this Agreement shall be Tacoma, Washington or, if the Project is located outside of the State of Washington, at a location as near the Project as is reasonably available.

**Fee Disputes:** Following **Mediation**, any dispute involving only Client's failure to pay SCJ pursuant to this Agreement for SCJ's performance of the Work, may be resolved by commencing a lawsuit in court. Venue for the lawsuit shall be Pierce County, Washington or, if the Project is located outside of the State of Washington, at a location as near the Project as is reasonably available. The prevailing party in any such lawsuit shall be entitled to recover its reasonable costs and attorney fees.

**Applicable Law:** This Agreement shall be governed by the laws of the state of the Project's location.



**Section 15 – Ownership of Work Product and Confidentiality:** All reports, plans, specifications, field data, notes and other documents, including all documents on electronic media, which SCJ prepares in connection with the Project (which information is collectively referred to herein as “SCJ’s Work Product”) are instruments of SCJ’s service and shall remain the sole property of SCJ, unless agreed otherwise in writing. Client shall not reuse or modify SCJ’s Work Product, without SCJ’s prior written authorization, which authorization SCJ may not unreasonably withhold. Any unauthorized use of the SCJ’s Work Product shall be at the Client’s sole risk and without liability to SCJ and the Client agrees to defend, indemnify and hold harmless SCJ for all claims and liability resulting from such unauthorized use.

Client shall maintain the confidentiality of information specifically designated as confidential by SCJ, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Client from establishing a claim or defense in an adjudicatory proceeding. Only information designated as confidential by SCJ shall be deemed confidential as provided by this paragraph.

**Section 16 – Electronic Files and Data:** Subject to Section 15 above, if requested, SCJ will provide electronic files to Client for its use and reference in connection with the Project. Client acknowledges and agrees that it shall be solely responsible for inspecting and testing any such electronic files before accessing or using them to verify they are free from bugs, viruses, or other destructive or harmful programs (referred to collectively herein as “Viruses”). Further, SCJ does not make or intend to make any warranty, expressed or implied, that any electronic file it provides to Client will be free from Viruses. Therefore, Client waives any claim it may have against SCJ which waiver includes all measures of damages, including, but not limited to, general, special, direct, indirect, consequential (including loss of profits and/or business), exemplary, statutory, and punitive damages) because any electronic files SCJ provides to client contain any Viruses.

All deliverables provided to Client for the Work shall be hard copies unless otherwise stated in Attachment B. If requested, SCJ may provide electronic files to Client; however, Client acknowledges and agrees that it shall be solely responsible for verifying consistency between electronic files and hard copy deliverables. In the event of any inconsistency between hard copy deliverables and electronic files, the hard copy deliverable shall govern.

**Section 17 – Notices:** Any written notice provided by one of the parties to the other in connection with this Agreement shall be received when personally delivered, when received by facsimile, or on the third day following mailing by USPS, postage prepaid, to:

SCJ: SCJ Alliance  
Attn: Aaron Qualls  
8730 Tallon Lane NE  
Suite 200  
Lacey, WA 98516  
Email: [aaron.qualls@scjalliance.com](mailto:aaron.qualls@scjalliance.com)

Client: City of Chewelah  
Attn: **Greg McCunn, Mayor**  
301 E. Clay Street  
PO Box 258  
Chewelah, WA 99109  
Email: [mayor@cityofchewelah.org](mailto:mayor@cityofchewelah.org)

**Section 18 – Survival and Severability:** The terms and conditions of this Agreement shall survive the completion of the Work and the termination of this Agreement, whether for cause or for convenience. If any term or condition of this Agreement is ever held to be unenforceable, all remaining terms and conditions shall continue in full force and effect.

**Section 19 – Modifications:** This Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. Except as provided in Section 3 above regarding the periodic adjustment of SCJ’s billing rates and/or reimbursement rate of expense, this Agreement may only be amended, modified, or added to by written instrument properly signed by both parties. The parties acknowledge the general contract rule that a clause in a contract, such as this one, prohibiting oral modifications is itself generally subject to oral modification. However, in order to ensure certainty as to the terms and conditions of this Agreement, the parties waive this general contract rule.



**Section 20 – Assignment:** Neither party may assign all or a portion of its rights under this Agreement or delegate all or a portion of its obligations under this Agreement without the express written consent of the other party.

**Section 21 – Independent Review:** The parties acknowledge that they have read this Agreement and fully understand its terms. The parties further acknowledge that the terms of this Agreement have been mutually negotiated at arms-length. The parties waive the general rule of construction, therefore, that an agreement shall be construed against its drafter.

**Section 22 – Acceptance and Authorization to Proceed:** By signing this Agreement, Client agrees that the terms and conditions of this Agreement are acceptable and approved. If Client is a legal entity (e.g., a corporation, partnership, or limited liability company), then the person who signs on behalf of Client certifies that he or she has the authority to bind Client to the terms and conditions of this Agreement. If Client is a legal entity and it claims at any time that the person who signed this Agreement lacked the authority to do so, SCJ may name such person, in addition to Client, in any lawsuit or arbitration which arises relating to this Agreement and seek to hold such person liable, along with Client, in such proceeding. Upon SCJ’s receipt of this fully executed Agreement, SCJ shall have authority to commence the Work.

**Section 23 – Attachments.** The following attachments are hereby made a part of this Agreement.

- Attachment A – Scope of Work
- Attachment B – Billing Rate Schedule

SCJ:

CLIENT:

SCJ Alliance

City of Chewelah

By: \_\_\_\_\_

By: \_\_\_\_\_

Sign here

Rachel Granrath, AICP (Print name)

\_\_\_\_\_ (Print name)

Associate Principal (Title)

\_\_\_\_\_ (Title)

\_\_\_\_\_ (Date)

\_\_\_\_\_ (Date)



## ATTACHMENT A - Scope of Work 2024 General Planning Services Chewelah, WA

Prepared For: City of Chewelah  
Prepared By: Aaron Qualls, AICP  
Date Prepared: February 02, 2024

### Phase 1 General Planning

#### *Task 1 General Planning Services*

Project management and staff support for various city initiatives and services including, but not limited to map updates, permit forms, long-range planning support, analysis, and interpretations.

#### *Task 2 Staff Meetings*

Staff check-in meetings and special project meetings, as necessary.

#### *Task 3 City Council and Committee Meetings*

Presentations and reports to the city council and any committee established, as needed.

#### *Task 4 Grant Writing and Administration*

Research, support, applications, and administration of existing and future grant opportunities.

#### *Task 5 Development Code Updates (non-grant funded)*

Development code updates as deemed necessary or appropriate that are not otherwise funded by existing grant contracts (i. e. Missing Middle Housing Grant). May include code drafting, SEPA review, agency review, noticing, and public hearing facilitation.

### Phase 2 Development Review

#### *Task 0 Development Inquiries and Pre-application meetings (Other tasks specific to permit submitted)*

Pre-application meetings, citizen, developer, or landowner inquiries, permit completeness reviews, development reviews, SEPA reviews, public notices, staff reports, hearings, and applicant and staff correspondence.

END OF SOW



## ATTACHMENT B

### SCJ Alliance Billing Rate Schedule – 2024

Classification	Hourly Billing Rate
Principal	\$200 - \$405
Senior Consultant	\$175 - \$400
Senior Project Manager	\$190 - \$325
PM3 Project Manager	\$165 - \$270
PM2 Project Manager	\$150 - \$255
PM1 Project Manager	\$135 - \$240
Senior Engineer	\$155 - \$240
E4 Engineer	\$145 - \$215
E3 Engineer	\$125 - \$185
E2 Engineer	\$105 - \$160
E1 Engineer	\$100 - \$145
Senior Landscape Architect	\$135 - \$185
L4 Landscape	\$125 - \$175
L3 Landscape	\$115 - \$165
L2 Landscape	\$105 - \$140
L1 Landscape	\$100 - \$130
Senior Planner	\$165 - \$250
P4 Planner	\$125 - \$180
P3 Planner	\$115 - \$170
P2 Planner	\$105 - \$160
P1 Planner	\$90 - \$145
Senior Technician	\$120 - \$200
T4 Technician	\$110 - \$160
T3 Technician	\$100 - \$150
T2 Technician	\$90 - \$140
T1 Technician	\$80 - \$125
Senior Construction Manager	\$185 - \$290
RE 3 Construction Resident Engineer	\$170 - \$250
RE 2 Construction Resident Engineer	\$145 - \$230
RE 1 Construction Resident Engineer	\$140 - \$190
Construction Office Engineer	\$145 - \$230
CI 4 Construction Inspector	\$170 - \$250
CI 3 Construction Inspector	\$145 - \$230
CI 2 Construction Inspector	\$120 - \$165
CI 1 Construction Inspector	\$100 - \$155
Graphic Designer	\$100 - \$170
PC3 Project Coordinator – CM Only	\$125 - \$165
PC 2 Project Coordinator	\$115 - \$155
PC 1 Project Coordinator	\$100 - \$140
Project Accountant	\$100 - \$200