

CONSULTANT: McKINSTRY ESSENTION, LLC
CONTACT PERSON: GRANT GRANGER, ACCT EXECUTIVE
ADDRESS: 5005 THIRD AVE. SOUTH
SEATTLE, WA 98134
TELEPHONE/FAX NUMBER: 206-456-4327 / 206-762-2624
COUNTY DEPT: Facilities & Fleet
DEPT. CONTACT PERSON: Al Garcia
TELEPHONE/FAX NUMBER: 425-388-3330
PROJECT: Facilities On-Call
AMOUNT: Maximum Amount Payable
FUND SOURCE: Varies by Project
CONTRACT DURATION: 2 years from date of Contract Execution
[unless extended or renewed pursuant to
Section 2 hereof]

MASTER AGREEMENT FOR ON-CALL CONSULTANT SERVICES

THIS MASTER AGREEMENT (the “Agreement”) is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”) and McKINSTRY ESSENTION, LLC, (the “Contractor”). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is to accomplish numerous On-Call projects within the stated On-Call discipline whereby Snohomish County does not have sufficient staff and/or expertise to meet the required and specific needs of the County. The General Scope of Work is defined in Schedule A attached hereto and by this reference made a part hereof. The County, in entering into this On-Call Master Agreement, does not guarantee that any services shall be requested nor guarantee any specific dollar amount of work during the term of this Agreement. This Agreement is the product of County RFQ No. 009-21DW, On-Call Consultant Services for Facilities Management.

The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Contractor practices or operates at the time the services are performed. The Contractor shall perform the work in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by the Contractor in connection with performing the services shall be of good quality. The Contractor represents that it is fully qualified to perform the services to be performed under this Agreement in a competent and professional manner.

The Contractor will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

2. Term of Agreement; Time of Performance. This Agreement shall be effective upon contract execution (the "Effective Date") and shall terminate two (2) years after contract execution, PROVIDED, HOWEVER, that the term of this Agreement may be extended or renewed for up to two (2) additional one (1) year terms, at the sole discretion of the County, by written notice from the County to the Contractor. The Contractor shall not begin any work under the terms of this Agreement until authorized in writing by the County. All work under this Agreement shall conform to the criteria agreed upon detailed in the Agreement documents, PROVIDED, HOWEVER, that the County's obligations after December 31, 2018 are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

3. Compensation.

a. Services. The County will pay the Contractor for services as and when set forth in Schedule A, which is attached hereto and by this reference made a part of this Agreement.

b. Overhead and Expenses. The Contractor's compensation for services set forth in Section 3a above includes overhead and expenses and no separate claims for reimbursement of overhead or expenses will be allowed under this Agreement.

c. Invoices. The Contractor shall submit properly executed invoices to the County no more frequently than monthly. Each invoice shall include an itemization of the dates on which services were provided, including the number of hours and a brief description of the work performed on each such date. Subject to Section 8 of this Agreement, the County will pay such invoices within thirty (30) calendar days of receipt.

d. Payment. The County's preferred method of payment under this contract is electronic using the County's "e-Payable" system with Bank of America. The Contractor is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, the Contractor shall email SnocoEpaybles@snoco.org and indicate it was awarded a contract with Snohomish County and will be receiving payment through the County's e-Payable process. The Contractor needs to provide contact information (name, phone number and email address). The Contractor will be contacted by a person in the Finance Accounts Payable group and assisted with the enrollment process. This should be done as soon as feasible after County award of a contract or purchase order, but not exceeding ten (10) business days.

Department approved invoices received in Finance will be processed for payment within seven calendar days for e-Payable contractors. Invoices are processed for payment by Finance two times a week for contractors who have selected the e-Payable payment option.

In the alternative, if the Contractor does not enroll in the electronic ("e-Payable") payment method described above, contract payments will be processed by Finance with the issuance of paper checks or, if available, an alternative electronic method. Alternative payment methods, other than e-Payables, will be processed not more than 30 days from receipt of department approved invoices to Finance.

The county may make payments for purchases under this contract using the county's visa purchasing card (pcard).

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

e. Payment Method. In addition to Payment section above, the County may make payments for purchases under this contract using the County's VISA purchasing card (PCARD).

Are you willing to accept PCARD payments without any fees or surcharges?

Yes No

f. Contract Maximum. The Maximum Amount Payable by the County to the Contractor under this Agreement shall not exceed the amount shown in the heading of this Agreement on page one (1.)

4. Independent Contractor. The Contractor agrees that Contractor will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The Contractor shall furnish, employ and have exclusive control of all persons to be engaged in performing the Contractor's obligations under this Agreement (the "Contractor personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Contractor personnel shall for all purposes be solely the employees or agents of the Contractor and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Contractor personnel, the Contractor shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Contractor personnel when required by law.

Because it is an independent contractor, the Contractor shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Contractor agrees to indemnify, defend and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of the work under this Agreement. The Contractor shall assume

exclusive liability therefor, and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

6. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

7. County Contact Person. The assigned contact person for the County for this Agreement shall be:

Name: Al Garcia
Title: Division Manager - Administration
Department: Facilities & Fleet Management
Telephone: (425) 388-3330
Email: al.garcia@snoco.org

8. County Review and Approval. When the Contractor has completed any discrete portion of the services, the Contractor shall verify that the work is free from errors and defects and otherwise conforms to the requirements of this Agreement. The Contractor shall then notify the County that said work is complete. The County shall promptly review and inspect the work to determine whether the work is acceptable. If the County determines the work conforms to the requirements of this Agreement, the County shall notify the Contractor that the County accepts the work. If the County determines the work contains errors, omissions, or otherwise fails to conform to the requirements of this Agreement, the County shall reject the work by providing the Contractor with written notice describing the problems with the work and describing the necessary corrections or modifications to same. In such event, the Contractor shall promptly remedy the problem or problems and re-submit the work to the County. The Contractor shall receive no additional compensation for time spent correcting errors. Payment for the work will not be made until the work is accepted by the County. The Contractor shall be responsible for the accuracy of work even after the County accepts the work.

If the Contractor fails or refuses to correct the Contractor's work when so directed by the County, the County may withhold from any payment otherwise due to the Contractor an amount

that the County in good faith believes is equal to the cost the County would incur in correcting the errors, in re-procuring the work from an alternate source, and in remedying any damage caused by the Contractor's conduct.

9. Subcontracting and Assignment. The Contractor shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County. Any attempt by the Contractor to subcontract, assign, or delegate any portion of the Contractor's obligations under this Agreement to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement.

10. Records and Access; Audit; Ineligible Expenditures. The Contractor shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Contractor. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Contractor which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor.

11. Indemnification.

a. Professional Liability.

The Contractor agrees to indemnify the County and, if any funds for this Agreement are provided by the State, the State and their officers, officials, agents and employees from damages and liability for damages, including reasonable attorneys' fees, court costs, expert witness fees, and other claims-related expenses, arising out of the performance of the Contractor's professional services under this Agreement, to the extent that such liability is caused by the negligent acts, errors or omissions of the Contractor, its principals, employees or subcontractors. The Contractor has no obligation to pay for any of the indemnitees' defense-related cost prior to a final determination of liability or to pay any amount that exceeds Contractor's finally determined percentage of liability based upon the comparative fault of the Contractor, its principals, employees and subcontractors. For the purpose of this section, the County and the Contractor agree that the County's and, if applicable, the State's costs of defense shall be included in the definition of damages above.

b. All Other Liabilities Except Professional Liability.

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County and, if any funds for this Agreement are provided by the State, the State, the Contractor shall indemnify and hold harmless the County and the State, their officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of the Contractor. In addition, the Contractor

shall assume the defense of the County and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County and, if applicable, the State, on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

12. Insurance Requirements. The Contractor shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors and Omissions coverage, if applicable, may be written on a claims made basis. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section 12, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor

under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. The Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

(ii) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;

(iii) Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;

(iv) Employers' Liability or "Stop Gap" coverage: \$1,000,000;

(v) Professional Liability: 1,000,000.

d. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

(i) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

(ii) The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(iii) Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

(iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

e. Subcontractors. The Contractor shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. **Insurance coverages provided by subcontractors instead of the Contractor as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.**

13. County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

[The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.]

14. Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

15. Employment of County Employees. SCC 2.50.075, "Restrictions on future employment of County employees," imposes certain restrictions on the subsequent employment and compensation of County employees. The Contractor represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For

breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

16. Compliance with Other Laws. The Contractor shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Agreement.

17. Compliance with Grant Terms and Conditions. The Contractor shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds the Contractor's work hereunder.

18. Prohibition of Contingency Fee Arrangements. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

19. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a "force majeure event"), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

20. Suspension of Work. The County may, at any time, instruct the Contractor in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under Section 21 of this Agreement.

21. Non-Waiver of Breach; Termination.

a. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

b. If the Contractor breaches any of its obligations hereunder, and fails to cure the same within fifteen (15) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Contractor only for the

services and corresponding reimbursable expenses, if any, accepted by the County in accordance with Sections 3 and 8 hereof.

c. The County may terminate this Agreement upon thirty (30) business days' written notice to the Contractor for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with Sections 3 and 8 hereof for the services and corresponding reimbursable expenses, if any, reasonably and directly incurred by the Contractor in performing this Agreement prior to receipt of the termination notice.

d. Termination by the County hereunder shall not affect the rights of the County as against the Contractor provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section 21, waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the County may deduct from the final payment due the Contractor (i) any damages, expenses or costs arising out of any such violations, breaches or non-performance and (ii) any other set-offs or credits including, but not limited to, the costs to the County of selecting and compensating another contractor to complete the work of the Agreement.

22. Notices. All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County: Snohomish County Facilities Management
3000 Rockefeller Avenue, M/S 404
Everett, Washington 98201
Attention: Al Garcia
Division Manager - Administration

and to: Snohomish County Purchasing Division
3000 Rockefeller Avenue, M/S 507
Everett, Washington 98201
Attention: Bramby Tollen
Purchasing Manager

If to the Contractor: McKinstry Essention, LLC
5005 Third Ave South
Seattle, WA 98134
Attention: Grant Granger
Account Executive – Technical Services

The County or the Contractor may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

23. Confidentiality. The Contractor shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the Contractor's performance under this Agreement. The Contractor may use such information

solely for the purposes necessary to perform its obligations under this Agreement. The Contractor shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

24. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

25. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

26. Complete Agreement. The Contractor was selected through the County's RFQ identified in Section 1. The RFQ and the Contractor's response are incorporated herein by this reference. To the extent of any inconsistency among this Agreement, the RFQ, and the Contractor's response, this Agreement shall govern. To the extent of any inconsistency between the RFQ and the Contractor's response, the RFQ shall govern.

27. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

28. No Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Contractor. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

29. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

30. Severability. Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

31. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Contractor, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Contractor, as the case may be.

32. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

33. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

SNOHOMISH COUNTY:



Klein, Kenneth
2022.04.06
19:48:33 -07'00'

County Executive _____ Date

McKINSTRY ESSENTION, LLC:



Digitally signed by Dale Silha
DN: C=US, E=dales@mckinstry.com,
O=McKinstry, OU=PNW Region,
CN=Dale Silha
Date: 2022.03.09 10:55:53-08'00'

03/09/22

Principal _____ Date

Approved as to insurance
and indemnification provisions:

Barker, Sheila

Digitally signed by Barker,
Sheila
Date: 2022.03.16
13:49:51 -07'00'

Risk Management _____ Date

Approved as to form only:

Legal Counsel to the Contractor _____ Date

Approved as to form:

APPROVED TEMPLATE July 2013
Deputy Prosecuting Attorney _____ Date

| | |
|-------------------------|----------------------|
| COUNCIL USE ONLY | |
| Approved | <u>4/6/2022</u> |
| ECAF # | <u>2022-0279</u> |
| MOT/ORD | <u>Motion 22-137</u> |

Schedule A

On-Call Consultant Services for Facilities Management GENERAL SCOPE OF WORK

The objective of the Agreement is to provide “On-Call” services for County projects to provide routine and/or emergency assistance when the County does not have the resources or expertise available to perform said work. The General Scope of Work within this Agreement includes general requirements for the stated discipline/subcategories noted below. Any Facilities Task Assignment issued under this Agreement, shall include all services, materials, and equipment necessary to accomplish the work specific to a project.

This Agreement shows a Maximum Umbrella Amount Payable for each subcategory as listed below. Each contractor selected by subcategory has been designated a separate Agreement.

| Categories/Subcategories | Estimated Contract Amount |
|--|---------------------------|
| (1) Architectural Services | \$3,500,000 |
| A. ADA | |
| B. Historic Landmarks | |
| (2) Audio Visual & Acoustic | \$200,000 |
| (3) Auditor, Construction Project | \$500,000 |
| (4) Building Envelope Specialist | \$500,000 |
| (5) Commissioning Services | \$500,000 |
| (6) Door and Hardware | \$250,000 |
| (7) Elevator, Vertical Transportation | \$250,000 |
| (8) Engineering, Civil | \$500,000 |
| A. Survey | |
| (9) Engineering, Electrical | \$1,000,000 |
| (10) Engineering, Mechanical | \$1,000,000 |
| (11) Engineering, Structural | \$1,000,000 |
| (12) Estimating, Cost / Quantity Surveying | \$500,000 |
| (13) Fire Protection / Life Safety | \$500,000 |
| (14) Materials, Hazardous Testing | \$2,000,000 |
| (15) Materials Testing & Inspections | \$500,000 |
| (16) Roofing / Waterproofing | \$350,000 |
| (17) Security/Access Control | \$250,000 |
| (18) Signage | \$250,000 |
| (19) Sustainability/Energy (LEED) | \$200,000 |

The Contractor shall provide On-Call services in the COMMISSIONING SERVICES subcategory only within the Facilities Management discipline on an On-Call and as needed basis as requested by the County in writing for specified projects (per Schedule A-2 for each Facilities Task Assignment issued). Individual tasks will be negotiated as stand-alone assignments terminating when the task budget is exhausted, or the task time frame has expired, or the task has been completed. No minimum amount of work is guaranteed under this agreement.

- (2) The Contractor shall not begin any work under the terms of a Facilities Task Assignment issued under this Agreement until authorized in writing by the County. All Facilities Task Assignments shall be completed by the date shown under "Completion Date" in the formal task assignment document as specified in the attached Schedule A-2. Written approval issued by the County is required to extend the established completion time of a Facilities Task Assignment issued under this Agreement.
- (3) The Contractor shall respond in writing within five (5) calendar days of a request for services from the County with a proposed Detailed Scope of Work, Schedule, and Cost Estimate for completing the requested services, based upon the rates specified in the attached Schedule B. Following receipt and approval of the foregoing, the County shall prepare a Facilities Task Assignment for signature and approval of both parties.
- (4) The Contractor shall initiate the specified work within fifteen (15) calendar days of receipt of an approved Facilities Task Assignment, Detailed Scope of Work, Schedule and Cost Estimate, unless otherwise stated in the Facilities Task Assignment issued.
- (5) The Contractor shall provide the necessary services to the level that is warranted by the specific project.

Schedule A - 2

SCOPE OF WORK – FACILITIES TASK ASSIGNMENT

Each item of work under this Agreement will be provided by task assignment. Each assignment will be individually negotiated with the Contractor. The amount established for each assignment will be the maximum amount payable for that assignment unless modified in writing by the County. The County is not obligated to assign any specific number of tasks to the Contractor, and the County's and Contractor's obligations hereunder are limited to tasks assigned in writing. Task assignments may include but are not limited to, the following types of work:

CATEGORY DESCRIPTIONS

(1) Architectural Services

Services performed under the Architectural Services Category may include, but not be limited to: Architectural pre-design services: developing detailed definition of the desired scope of work, programming services and order-of-magnitude cost estimating services, schematic design, design development, contract documents, construction administration, and commissioning development/quality control. pre-bid conferences, review and evaluation of bids for award, design-related meeting notes, site visits, field modifications, review/approval of all shop drawings and product submittals, construction building permit processing with public agencies, coordination of public art (if required), field inspections, project construction punch-list creation and approval, as-built construction drawing review, and O&M manual and warranty reviews.

Demonstrate your technical expertise in the following areas:

- Architectural Services
- Industry standards, established patterns, and best practices
- Establishing, integrating and formalizing a solution for projects
- Communicating solutions as well as importance of solutions and value to the client

(1-A) ADA Consultant

Services performed under the ADA (Americans with Disabilities Act) Consultant subcategory may include, but not be limited to: Methodology for the self-evaluation or evaluation of existing barriers to accessibility, facility diagrams locating access barriers in public buildings and on exterior grounds, provide details about each barrier found in the facility diagram, including digital photograph(s) of each barrier to access, and reference to code defining the barrier to access, construction cost estimates for remediation measures, assisting with a database using approved software.

Demonstrate your technical expertise in the following areas:

- ADA Consulting
- Engineering related to office construction, renovations and ADA Transition Plans
- Ability to identify, photograph and describe barriers to access
- Methodology for prioritizing barrier remediation

- Building Condition Assessments related to access barriers

(1-B) Historical Landmarks Consultant

Services performed under the Historical Landmarks Consultant subcategory may include, but not be limited to: propose potential sites or districts for nomination to the National Register, provide guidelines for local architectural design standards, assess the preservation status of an institution's holdings, process a discrete collection, compliance with cultural resource regulations, an understanding of local, state, and national statutes, work on projects in historic preservation, archaeology, architectural history, historical architecture, landscape architecture, and litigation, testifying as an expert witness, historic preservation policies and procedures, research and report on complex issues.

Demonstrate your technical expertise in the following areas:

- Historical Landmark Consulting
- Ability to photograph and document historical features of buildings
- Experience in the documentation and preservation of historic landmarks
- Knowledge of historic preservation policies and procedures
- Experience with applying criteria used for historical determination
- Knowledge of historic architectural styles, materials and building techniques.

(2) Audio Visual & Acoustic

Services performed under the Acoustic Consultant category may include, but not be limited to: Building envelope issues analysis, feasibility studies, energy analysis, life cycle costing, site and existing conditions surveys, design, planning, interior design, repairs, maintenance, etc., pre-construction noise measurements, detailed assessment of the existing noise conditions of the area in question, provide industry standard levels for office and vehicle maintenance shops, plans, specifications and scopes of work to meet the design criteria of a post construction interior noise level, capable of furnishing all necessary professional technical services as required to plan, manage and coordinate the acoustic design and related services.

Demonstrate your technical expertise in the following areas:

- Acoustic Engineering related to sound mitigation
- Experience in analyzing and designing building systems to reduce noise and vibration in facilities.
- Experience in analyzing noise and vibration problems in facilities and recommending appropriate mitigation measures

Services performed under the Audio/Visual Consultant category may include, but not be limited to: Design drawing(s), final specifications for the AV solution, location of electric outlets and other system components and enhanced lighting for rooms. Professionally designed, intuitive solution that can be setup and used by all, capable of being joined as an integrated system for larger meetings, Deliver instructions and onsite training to the core user groups. Provide written instructions and provide appropriate follow up based on actual user experience and troubleshoot to address issues that arise.

Demonstrate your technical expertise in the following areas:

- Audio Visual Consulting Services
- Turnkey solutions.
- Engineering as a part of the configuration and installation
- Troubleshooting and support

(3) Auditor, Construction Project

Construction audits and related services with knowledge of the complexities and inherent risks associated with executing capital projects

Demonstrate your technical expertise in the following specific proposed construction audit work plan activities that may include, but are not limited to, the following:

- Conduct preliminary engagement planning and scheduling
- Submit an initial document request
- Prepare the audit work plan and detailed activities for each audit task
- Perform interviews and review project documentation at the project site
- Conduct a closeout meeting with key project team personnel to discuss preliminary audit observations, recommendations, and potential risks
- Perform follow-up document review as required
- Prepare, submit, review and finalize as needed a Report of Observations and Recommendations

(4) Building Envelope Specialist

The Building Envelope Consultant must be able to provide complete services which may include, but not be limited to, investigation of existing conditions, electrical studies, coordination with permitting agencies and utilities, electrical design, assembling bid documents, assist with bidding, contract administration and project close out.

Demonstrate your technical expertise in the following areas:

- Building Envelope Consulting
- Seismic Upgrades, Assessments, and Reporting
- Condition Assessments and options for repair as needed
- Design and planning for improved energy efficiency, lighting, and longevity.

(5) Commissioning services

Commissioning consultants will be expected to assist in development and coordination of the commissioning specifications and participate in the design review process. The systems to be commissioned may include, but are not limited to heating, ventilating and air conditioning (HVAC) equipment, HVAC controls, ductwork, electrical, exhaust fans, smoke evacuation system, carbon dioxide detectors, laboratory equipment, plumbing, fire/life safety, security, low voltage, emergency power, domestic hot water and the building envelope.

Demonstrate your technical expertise in the following areas:

- Commissioning services
- Experience with HVAC, electrical, mechanical, plumbing, safety, security, and other systems as needed
- LEED expertise

(6) Doors & Hardware

Architectural Hardware Consultants shall be experts in mechanical and electronic door hardware who write hardware schedules and specifications for non-residential construction projects.

Demonstrate your technical expertise in the following areas:

- NFPA 80 and 101 Standard for Fire doors and other opening protectives
- Provide comprehensive survey and assessment of door hardware and locks
- Provide draft reports / matrices of the completed survey locations and assessments

Hold any or all credentials of:

- Door and Hardware Institute (**DHI**)
- Certified Door Consultant (**CDC**) – specializing in wood, hollow metal and aluminum doors and frames
- Electrified Hardware Consultant (**EHC**) – specializing in electrified hardware and electronic access control systems
- Architectural Opening Consultant (**AOC**) – combines the AHC, CDC and EHC designations

7) Elevator, Vertical Transportation

Services performed under the Elevator Consultant category may include, but not be limited to: vertical transportation needs including elevators, escalator, lifts, dumbwaiters, moving walkways, etc., mechanical, electrical, monitoring / inspection, developing a preventative maintenance program for vertical transportation systems, modernization recommendations for replacement/ upgrade of equipment, recommendations for renovation of cab interiors, recommendations for ADA / TA requirements optimize their elevator and vertical transportation assets for greater efficiency.

Demonstrate your technical expertise in the following areas:

- Elevator/Vertical Transportation Services
- Variety of vertical transportation work items for both dwelling and non-dwelling.
- Engineering elevator consulting services.
- ADA evaluation and compliance
- Audit / Preventative Maintenance programs

(8) Civil Engineering

Services performed under the Civil Engineering category may include, but not be limited to engineering services of a structural nature related to structures of concrete, steel, wood or other materials, or any combination thereof. water quality monitoring, environmental assessments, remedial action plans, archeological assessments, hazardous material issues and monitoring, inspection, testing, testing coordination, project management in accordance with County procedures and other related services,

but are not limited to, Parking Lot design, computer modeling, surveying, feasibility studies, service capacity reports, utility system design review and general assistance.

Demonstrate your technical expertise in the following areas:

- Civil Engineering
- Engineering related to office construction, renovations and storage systems;
- Environmental Support Services
- Shared Use Pathways/Bike Facility Engineering
- Construction Engineering and Inspection Services
- General Engineering Services

8-A CIVIL SUBCATEGORY: Survey

Services performed under the Survey subcategory may include, but not be limited to: Boundary surveys, primary horizontal and vertical control surveys, photogrammetry and other surveys as needed.

Demonstrate your technical expertise in the following areas:

- Surveying
- State Plane Coordinates;
- Project Datum Conversion methods;
- Calibration or Localization files for GPS Survey grade equipment;
- AutoCAD Civil 3D or current software;
- The following types of Surveys and Documents: Legal Descriptions, Topographic, Boundary, Construction, Control, Records of Survey;
- Three dimensional surveys (LiDAR or equivalent); and
- Title research.

(9) Engineering, Electrical

Services performed under Electrical Engineering category may include, but not be limited to: Provide electrical consulting services including reports, plans & specs for improvements to County facilities, expertise and experience in all electrical disciplines, AC/DC Drives, Circuit Breakers/ Loading, Control panel design, Emergency Power (UPS), motors, Power factor correction studies, Power system losses, surge arresters, transformers, generators, engineering expertise in planning, designing, permitting, bidding, and construction administration services in connection with electrical systems.

Demonstrate your technical expertise in the following areas:

- Electrical Engineering Services
- Electrical Design systems
- Electrical distribution
- Design of diverse operating environments
- Control Panel design
- IEC; ANSI; IEEE; NEMA; NEC and NFPA

(10) Engineering, Mechanical

Services performed under Mechanical Engineering Consultant category may include, but not be limited to: Analysis of building systems including HVAC, pumps and motors; studies and recommendations for building systems enhancements and improvement; specifications, design, development and analysis related to replacement building equipment and systems; analysis of existing building electrical systems including UPS, generators, fire alarms and/or security systems; participation in Construction Project Administration including but not limited to pre-bid conferences, review and evaluation of bids for award, site visits, field modifications, review/approval of all shop drawings and product submittals, as-built construction drawing review and O&M manual and warranty reviews.

Demonstrate your technical expertise in the following areas:

- Mechanical Engineering
- Design HVAC and building controls systems
- Innovative energy management control system design
- Design of diverse operating environments
- Sustainable design

(11) Engineering, Structural

Services performed under the Structural Engineering category may include, but not be limited to: Structural analysis, preparation of design reports, type size and location studies, preliminary and final design of miscellaneous structures, preparation of engineer's estimates, respond to construction engineering questions, seismic evaluations and studies, floor and/or roof loading analysis and other services including review of significant building modifications, interior and exterior walls, footing and foundation changes, emergency response to County's structural needs, and approval of shop drawings and product submittals.

Demonstrate your technical expertise in the following areas:

- Structural Engineering
- Engineering related to office construction, renovations and storage systems;
- Engineering for a variety of small building projects; and
- Office building seismic expertise

(12) Estimating, Cost / Quantity Surveying

Services performed under Cost Estimating/Quantity Surveying Consultant category may include, but not be limited to: Providing estimates for facilities projects reflecting market trends and costs including inflationary factors related to project timing and scheduling; providing break down of core components and costs for facilities projects. Cost Estimating/Quantity Surveying Services may include but not limited to review and evaluation of bids for award and periodic project meetings.

Demonstrate your technical expertise in the following areas:

- Cost Estimating/Quantity Surveying Services
- Project concept/feasibility
- Independent cost estimates for owner to compare with contractor estimates
- Estimates for the owner to confirm that project scope is reflected in the estimate

(13) Fire Protection / Life Safety

Services performed under the Fire protection / Life safety Consultant category may include, but not be limited to: fire detection-fire alarm systems and brigade call systems, active fire protection - fire suppression, Passive fire protection - fire and smoke barriers, space separation, fire prevention programs, smoke control and management, escape facilities - emergency exits, fire lifts, etc., coordination with local authorities, Third Party Plan reviews, Peer Reviews, smoke Control Rational Analysis, code Interpretations, code compliance report writing, develop a strategy for compliance with an overlooked requirement.

Demonstrate your technical expertise in the following areas:

- Fire Protection analysis
- Fire protection management
- Fire dynamics
- Active and Passive Systems
- Egress and Occupant movement

(14) Materials, Hazardous; Testing

Services performed under the Hazardous Materials Consultant category may include, but not be limited to: Conducting asbestos containing materials (ACM) and lead-based paint surveys in accordance with applicable local, state, and federal requirements and standards. Assess ACM for condition, potential for damage, quantity of material, and friability, and estimate quantities of ACM. The focus of this discipline will be on conducting asbestos and lead-based paint surveys, although other services such as preparing abatement plans and conducting abatement monitoring could be included, depending on project needs.

Demonstrate your technical expertise in the following areas:

- Hazardous Materials Testing
- Industry standards and best practices;
- Assessing the potential presence of asbestos-containing materials (ACMs), lead in paint and other hazardous materials that may be present in client facilities; and
- Preparation of policies and procedures addressing hazardous materials in the workplace

(15) Materials Testing & Inspections

Services performed under the Materials Testing Consultant category may include, but not be limited to: Onsite assessments, basic sampling procedures, and field testing of reinforced concrete, structural

steel, reinforced masonry, grouting, structural steel embedment in concrete, expansion anchors, post-tensioned concrete slabs, light gauge steel framing, wood framing, soil and asphalt, spray applied insulation, spray applied fire resistive material, spray applied fireproofing, Use various techniques, to provide quantifiable results on the durability, strength, and characteristics of materials used to build structural elements.

Demonstrate your technical expertise in the following areas:

- Materials Testing & Inspections
- Engineering related to aggregate durability index, various cements, mortars, grout, etc.
- Knowledge of testing specifications, standards, methods, and materials evaluation
- Washington Association of Building Officials (WABO) certification.
- International Congress Building Officials (ICBO) licensed inspectors for concrete and steel.
- American Welding Society (AWS) licensed inspectors for welding.

(16) Roofing /Waterproofing

Services performed under the Roofing / Waterproofing Consultant category may include, but not be limited to: Analysis of condition and performance of existing roofing systems which will lead to recommendations concerning repair or replacement of the existing roofing systems. Knowledgeable and experience in the design, details, and specifications of Roofing Systems, continuous or intermittent on-site inspections, perform diagnostics, locating leaks and voids in weatherproof membranes and offering repair suggestions once leaks are identified, inspection of rot and deterioration in structural deck and support members.

Demonstrate your technical expertise in the following areas:

- Roofing/Waterproofing
- Thorough knowledge of roofing details, flashing, and systems associated with the given project. These systems may include single-ply, built-up, metal, shingle, slate, or membrane as the main weatherproof barrier.
- Consulting with waterproofing, and/or building enclosure consulting secondary
- Waterproofing Consultant. Responsible for detailed above- and below-grade waterproofing, including building envelope walls, roofs, and foundations,
- Observations and evaluations, forensic inspections, and monitoring during construction.

(17) Security / Access Control

Services performed under the Security / Access Control Consultant category may include, but not be limited to: evaluation of existing spaces and potential expansion areas; planning and programming the use of spaces; determining the required degree of security, provide a fully functioning security system; including, but not limited to: intrusion alarm/monitoring, and surveillance cameras, camera specifications for nighttime viewing and resolution, including F-stop ratings, Analog vs. IP cameras, Fixed cameras vs. pan/tilt/zoom, Virtual pan/tilt/zoom vs. physical pan/tilt/zoom, CCTV, Lens type,

develop a door schedule by building, room type, preparing conceptual layouts and cost estimating;
Software Controlled Electronic Door Locking

Access control on perimeters and at interior locations, Provide direction on hardware, access control components and necessary supporting infrastructure, cameras, electronic key systems and ADA operators, Identify the required services for a complete project including but not limited to software, software infrastructure - new or upgraded, licenses, electrical upgrades, door and hardware changes, cards and card readers and any other items required to have a, providing architectural, structural, mechanical, and electrical engineering, and other necessary professional services to provide complete plans, specifications, and product submittals, provide turn-key services for such software controlled electronic door locking, scheduling and access management services, designated level of security on buildings include a schedule of all doors at all sites, a consensus based recommendation on a hierarchy for locations with wired or wireless door access control, a recommendation of multiple products that meet the criteria of being open protocol, flexible, Software Controlled Electronic Door Locking, Scheduling and Access Management software or card readers or controllers,

Demonstrate your technical expertise in the following areas:

- Architectural upgrades to technology spaces with critical systems
- Indoor/ outdoor applications
- Camera coverage areas/ camera back up plan
- CCTV and Lens type
- Access control/ monitoring in high security areas
- Security Risk Assessment

(18) Signage

Services performed under the Signage category may include, but not be limited to: Design/ Documentation, may include design intent drawings, guidelines, pattern books, specifications, etc., description and graphic rendering of each type of sign and way finding element recommended including materials/finishes, dimensions, fonts, graphics, installation details, estimated fabrication costs, assistance with standardization of wayfinding, and other relevant information.

Types of signs include interior and/or exterior internally illuminated and static signs, interior and/or exterior non-illuminated and static signs, directional signage, roadway signage, parking garage signage, Americans with Disabilities Act (ADA) signage.

Provide interior and exterior wayfinding assessments. Create wayfinding plans, systems, and visual communication strategies. May include design of electronic signage communications.

Demonstrate your technical expertise in the following areas:

- Signage/Wayfinding
- Related engineering and installation of signs
- ADA Signage Compliant closed captioning

(19) Sustainability / Energy (LEED)

Services performed under the Sustainability / Energy (LEED) Consultant category may include, but not be limited to: office buildings, court facilities, detention centers, maintenance buildings, health care centers and clinics, and property and site work, each subject to their appropriate review and/or permitting jurisdiction(s), trained in specific assessments such as BREEAM, Leadership in Energy & Environmental Design (LEED), support the project team with quality control measures, review and confirm all LEED Design Submittal Prerequisites and associated deliverables; Develop the Construction Waste Management Plan, Assist the contractor in developing a Materials Procurement Strategy.

Demonstrate your technical expertise in the following areas:

- Preparing environmental impact reports/ documents
- Securing required regulatory permits in accordance with National Environmental Policy Act (NEPA) with a focus on additions and alterations to existing facilities
- Knowledge of environmental issues, but also technological solutions, and relevant environmental legislation, policy and guidance
- Knowledge of Building Envelope Commissioning

Task assignments made by the County shall be issued in writing by a Formal Task Assignment Document similar in format to the following page of this exhibit.

An assignment shall become effective when a formal Facilities Task Assignment Document is signed by the Contractor and the County, except that emergency actions requiring a 24-hour or less response can be handled by an oral authorization. Such oral authorization shall be followed up with a Formal Task Assignment Document within two working days, and any billing rates agreed to orally (for individuals, sub consultants, or organizations whose rates were not previously established in the Agreement) shall be provisional and subject to final negotiation and acceptance by the County.

Formal Task Assignment Document

SNOHOMISH COUNTY ON-CALL FACILITIES TASK ASSIGNMENT

Name of Project: _____
County Project Manager: _____
Discipline Subcategory: _____
FM Task No.: _____
Completion Date: _____

The County desires to authorize services pursuant to the Master Agreement entered into with _____ and executed on _____ and identified as Agreement No _____, On-Call Consultant Services for _____.

All provisions in the Master Agreement remain in effect except as expressly modified by this Facilities Task Assignment, and are incorporated herein by reference.

ATTACHED TO THIS FACILITIES TASK ASSIGNMENT

- Detailed Scope of Work
- Schedule
- Cost Estimate with Total Hours to Perform Work
- Items unique to the project not included in the Agreement and which are to be reimbursed at cost with no markup.

The **Total Amount Authorized** under this Task Assignment, inclusive of all fees and other costs is \$ _____. **No other payment shall be allowed unless a Task Assignment Amendment for changed Scope of Work has been signed and authorized before work is performed.**

All work under this Facilities Task Assignment shall be performed pursuant to the terms, conditions, specifications, and limitations contained in the Master Agreement.

If you concur with this Task Assignment and agree to the items as stated above, please sign and date in the appropriate spaces below and return to the County for final action.

Consultant Signature

Approving Authority - Snohomish County

Date

Date

COMPENSATIONConsultant: McKinstry Essention LLC

| POSITION | ONSITE RATE | OFFSITE RATE |
|-------------------------------------|--------------------|---------------------|
| Lead Cx Engineer/Cx Program Manager | 190.00 | 190.00 |
| Sr. Cx Engineer | 171.00 | 171.00 |
| Cx Engineer | 159.00 | 159.00 |
| Cx Specialist | 134.00 | 134.00 |
| Cx Technician | 123.00 | 123.00 |
| Safety Engineer | 153.00 | 153.00 |
| Admin | 107.00 | 107.00 |
| TAB Engineer | 185.00 | 185.00 |
| Start-Up Technician | 202.00 | 202.00 |
| Account Executive | 178.00 | 178.00 |
| Project Director | 204.00 | 204.00 |
| | | |
| | | |

Schedule C

EXPENSES

Consultant Cost Estimate (SAMPLE)

Date:
For:
Project:

TASK 1 - Project Management

| Job Classification | Hours | Billing Rate | Total |
|---------------------------|--------------|---------------------|-------------------|
| Principal | 2 | \$140.70 | \$281.40 |
| Project Manager | 8 | \$111.94 | \$895.52 |
| Clerical | 6 | \$44.80 | \$268.80 |
| Task 1 Labor: | | | <u>\$1,445.72</u> |

TASK 2 - Design

| Job Classification | Hours | Billing Rate | Total |
|---------------------------|--------------|---------------------|-------------------|
| Project Manager | 12 | \$111.94 | \$1,343.28 |
| Design Engineer | 25 | \$73.16 | \$1,829.00 |
| CADD | 15 | \$59.72 | \$895.80 |
| Task 2 Labor: | | | <u>\$4,068.08</u> |
| Total Labor: | | | \$5,513.80 |

REIMBURSABLES:

| Type | Unit Cost | Quantity | Total |
|----------------------|------------------|-----------------|-----------------|
| Mileage | 150 | \$0.56 | \$84.00 |
| Courier | 1 | \$24.00 | \$24.00 |
| Total Reimbursables: | | | <u>\$108.00</u> |

SUBCONSULTANTS:

| Name | Cost | Multiplier | Total |
|------------------------|-------------|-------------------|--------------------|
| ABC Company | \$12,250.00 | 1.00 | \$12,250.00 |
| LMN Company | \$500.00 | 1.00 | \$500.00 |
| Total Sub consultants: | | | <u>\$12,750.00</u> |

TOTAL ESTIMATED COST:

\$18,371.80

PREPARED BY:

XYZ Company
PO Box 92-1
Everett, WA 98201

Consultant Invoice (SAMPLE)

XYZ Company
 PO Box 92-1
 Everett, WA 98201
 425-XXX-XXXX

Invoice Date:
 Invoice Number:
 Project Name:
 FM Task Assignment No.
 Period:

TASK 1 - Project Management

| Employee Name | Job Classification | Hours Worked | Billing Rate | Total |
|---------------|--------------------|--------------|--------------|----------|
| James Jones | Principal | 1 | \$140.70 | \$140.70 |
| Terry Smy | Project Manager | 4 | \$111.94 | \$447.76 |
| Jake Jai | Clerical | 3 | \$44.80 | \$134.40 |
| Total Labor: | | | | \$722.86 |

TASK 2 - Design

| Employee Name | Job Classification | Hours Worked | Billing Rate | Total |
|---------------|--------------------|--------------|--------------|------------|
| Terry Smy | Project Manager | 6 | \$111.94 | \$671.64 |
| Dan Dell | Design Engineer | 15 | \$73.16 | \$1,097.40 |
| Cat Sams | CADD | 7 | \$59.72 | \$418.04 |
| Total Labor: | | | | \$2,187.08 |

Total Labor: \$2,909.94

REIMBURSABLES:

| Type | Unit Cost | Quantity | Total |
|----------------------|-----------|----------|---------|
| Mileage | 75 | \$0.56 | \$42.00 |
| Courier | 1 | \$11.13 | \$11.13 |
| Total Reimbursables: | | | \$53.13 |

SUBCONSULTANTS:

| Type | Reference | Cost | Multiplier | Total |
|------------------------|------------------------|-------------|------------|-------------|
| ABC Company | ABC Invoice No. 90430 | \$10,000.00 | 1.00 | \$10,000.00 |
| LMN Company | LMN Invoice No. 122014 | \$500.00 | 1.00 | \$500.00 |
| Total Sub consultants: | | | | \$10,500.00 |

TOTAL DUE THIS INVOICE:

\$13,463.07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**BLANKET ADDITIONAL INSURED
(CONTRACTORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
 - i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – DESIGNATED ADDITIONAL INSUREDS – PRIMARY WITH RESPECT TO CERTAIN OTHER INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE OF DESIGNATED ADDITIONAL INSUREDS

Any person or organization that qualifies as an additional insured under such other endorsement to this Coverage Part, if you agree in a written contract to include such person or organization as an additional insured on this Coverage Part and such written contract:

- a. Specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis; and
- b. Was signed and executed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed

PROVISIONS

The following is added to Paragraph 4.a., **Primary Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The insurance afforded under this Coverage Part to any additional insured shown in the Schedule Of

Designated Additional Insureds is primary to any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. Who Is An Insured – Unnamed Subsidiaries B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations | <ul style="list-style-type: none"> C. Incidental Medical Malpractice D. Blanket Waiver Of Subrogation E. Contractual Liability – Railroads F. Damage To Premises Rented To You |
|---|---|

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. An organization other than a partnership, joint venture or limited liability company; or

- b. A trust;

as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section II – Who Is An Insured.

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TOTAL AGGREGATE LIMIT OTHER THAN PROJECTS
AND DESIGNATED PROJECT AND LOCATION
AGGREGATE LIMITS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE – LIMITS OF INSURANCE AND DESIGNATED PROJECTS AND LOCATIONS

LIMITS OF INSURANCE

| | |
|---|----------------------|
| Total Aggregate Limit (Other Than Projects and Products-Completed Operations) | \$ 25,000,000 |
| Designated Location Aggregate Limit (Other Than Products-Completed Operations) | \$ 4,000,000 |
| Designated Project Aggregate Limit (Other Than Products-Completed Operations) | \$ 4,000,000 |
| General Aggregate Limit (Other Than Products-Completed Operations) | \$ 4,000,000 |

Designated Projects:

Each "project" away from premises owned by or rented to you
Designated Locations: Each premises owned by or rented to you

Designated Locations:

Each premises owned by or rented to you

PROVISIONS

- | | |
|--|---|
| <ol style="list-style-type: none"> The General Aggregate Limit (Other Than Products-Completed Operations) shown in the Declarations is replaced by the Limits of Insurance shown in the Schedule – Limits Of Insurance And Designated Projects And Locations. The following replaces Paragraph 1. of SECTION III – LIMITS OF INSURANCE: | <ol style="list-style-type: none"> The Limits of Insurance shown in the Declarations or the Schedule – Limits Of Insurance And Designated Projects And Locations, whichever apply, and the rules below fix the most we will pay regardless of the number of: <ol style="list-style-type: none"> Insureds; Claims made or "suits" brought; |
|--|---|

COMMERCIAL GENERAL LIABILITY

- c. Persons or organizations making claims or bringing "suits"; or
 - d. "Projects" or "locations".
 - 3. The following replaces Paragraph 2. of **SECTION III – LIMITS OF INSURANCE:**
 - 2. a. The Total Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations is the most we will pay for the sum of all amounts under the Designated Location Aggregate Limit and all amounts under the General Aggregate Limit. This includes:
 - (1) Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - (2) Damages under Coverage B; and
 - (3) Medical expenses under Coverage C.
 - b. The Designated Project Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:
 - (1) The Designated Project Aggregate Limit is the most we will pay for the sum of:
 - (a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences"; and
 - (b) Medical expenses under Coverage C for "bodily injury" caused by accidents;that can be attributed only to operations at a single "project".
 - (2) The Designated Project Aggregate Limit applies separately to each "project".
 - (3) The Designated Project Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.
 - (4) The Designated Project Aggregate Limit does not apply to damages under Coverage B. Instead, the General Aggregate Limit described in Paragraph 2.d. below applies to such damages.
- (5) Any payments made for damages or medical expenses to which the Designated Project Aggregate Limit applies will reduce the Designated Project Aggregate Limit for the applicable "project". Such payments will not reduce the Total Aggregate Limit, the General Aggregate Limit described in Paragraph 2.d. below, the Designated Project Aggregate Limit for any other "project" or the Designated Location Aggregate Limit.
- c. Subject to the Total Aggregate Limit described in Paragraph 2.a. above, the Designated Location Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:
 - (1) The Designated Location Aggregate Limit is the most we will pay for the sum of:
 - (a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences"; and
 - (b) Medical expenses under Coverage C for "bodily injury" caused by accidents;that can be attributed only to operations at a single "location".
 - (2) The Designated Location Aggregate Limit applies separately to each "location".
 - (3) The Designated Location Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.
 - (4) The Designated Location Aggregate Limit does not apply to damages ssunder Coverage B. Instead, the General Aggregate Limit described in

Paragraph **2.d.** below applies to such damages.

- (5) Any payments made for damages or medical expenses to which the Designated Location Aggregate Limit applies will reduce:

- (a) The Total Aggregate Limit; and
- (b) The Designated Location Aggregate Limit for the applicable "location".

Such payments will not reduce the General Aggregate Limit described in Paragraph **2.d.** below, the Designated Project Aggregate Limit or the Designated Location Aggregate Limit for any other "location".

- d. Subject to the Total Aggregate Limit described in Paragraph **2.a.** above, the General Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:

- (1) The General Aggregate Limit is the most we will pay for the sum of:

- (a) Damages under Coverage **A** because of "bodily injury" and "property damage" caused by "occurrences", and medical expenses under Coverage **C** for "bodily injury" caused by accidents, that cannot be attributed only to operations at a single "project" or a single "location"; and
- (b) Damages under Coverage **B**.

- (2) The General Aggregate Limit does not apply to damages for "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph **3.** below applies to such damages.

- (3) Any payments made for damages or medical expenses to which the

General Aggregate Limit applies will reduce:

- (a) The Total Aggregate Limit; and
- (b) The General Aggregate Limit.

Such payments will not reduce the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

4. The following replaces Paragraph **3.** of **SECTION III – LIMITS OF INSURANCE:**

3. The Products-Completed Operations Aggregate Limit shown in the Declarations is the most we will pay under Coverage **A** for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Any payments made for such damages will not reduce the Total Aggregate Limit, the General Aggregate Limit, the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

5. The following is added to the **DEFINITIONS** Section:

"Location" means any designated location shown in the Schedule – Limits Of Insurance And Designated Projects and Locations that is owned by or rented to you. For the purposes of determining the applicable aggregate limit of insurance, each "location" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "location".

"Project" means any designated project shown in the Schedule – Limits Of Insurance And Designated Projects And Locations that is away from premises owned by or rented to you and at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "project".