

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Mark McCauley, County Administrator

From: Monte Reinders, Public Works Director/County Engineer *NR*

Agenda Date: January 8, 2024

Subject: Supplemental Agreement for Consultant Services for Cultural Resources and Environmental Permitting Support, County Project No. 40516935

Statement of Issue: Execution of Supplement #3 for the Professional Services Agreement with Environmental Science Associates (ESA) to complete environmental permitting for the Port Hadlock Wastewater project.

Analysis/Strategic Goals/Pro's & Con's: This supplement adds time to the existing Professional Service Agreement needed to complete the cultural resources work for phase 2 (area located east of Irondale Road to the waterfront, N. Water Street) and to provide support to county staff to complete environmental permitting (State Environmental Review Process (SERP)) for the Ecology State Revolving Fund (SFR) and Centennial Clean Water Fund.

Fiscal Impact/Cost Benefit Analysis: No changes are being made to the contract budget. The contract amount remains \$114,533.50.

Recommendation: Public Works recommends that the Board sign Supplement #3 were indicated and return two (2) original to Public Works for further processing.

Department Contact: Samantha Harper, P.E., Project Manager, 385-9175.

Reviewed By:


Mark McCauley, County Administrator

1/2/24
Date

Supplemental Agreement Number: 3	Organization, Address, and Phone Environmental Science Associates 2801 Alaskan Way Suite 200 Seattle, WA 98121 206-576-3755	
Agreement Number: N/A		
Project Number 405 1693-6	Execution Date: 6/21/2021	Completion Date: 6/30/2024
Project Title Port Hadlock Wastewater Project	New Maximum Amount Payable: \$114,533.50 (No Change)	
Description of Work: Cultural Resources and Environmental Permitting Support		

SUPPLEMENTAL AGREEMENT

The Local Agency of Jefferson County Public Works hereby amends the agreement with Environmental Science Associates (“the Agreement”), executed on June 21, 2021 (and later amended through Supplemental Agreement(s) 2, executed on 11/28/2022 (“this Supplemental Agreement”).

All provisions in the Agreement remain in effect, except as expressly modified by this Supplemental Agreement.

The changes to the Agreement are described as follows:

I.

Scope of Services is hereby changed to read: No Change

II.

Time of Performance is hereby changed to read: Work to be completed by 6/30/2024.

III.

Payment is hereby changed to read: No Change

This Supplemental Agreement shall be effective upon execution by both parties. Work performed consistent with the Agreement prior to execution of this Supplemental Agreement is hereby ratified.

In witness whereof, the parties hereto have executed this Supplemental Agreement Number 3 as shown below.

(Consultant Firm Name)

COUNTY OF JEFFERSON
BOARD OF COMMISSIONERS

Environmental Science Associates (ESA)

Consultant's Name *(Please print)*
Stacy Bumback, Senior Vice President

Kate Dean, District 1 Date


Stacy Bumback (Jan 2, 2024 10:45 PST)

Consultant's Signature

Heidi Eisenhour, District 2 Date

01/02/24

Date

Greg Brotherton, District 3 Date

Approved as to form only:

PRE-APPROVED CONTRACT FORM

Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney


Monte Reinders, P.E. Date
Public Works Director/County Engineer

COPY Retain! 2029

2019: PN
(C: And } 11-28-22

Supplemental Agreement Number: #2	Organization, Address, and Phone: Environmental Science Associates 5309 Shilshole Avenue NW, Suite 200 Seattle, WA 98107 (206) 576-3755	
Agreement Number: N/A		
Project Number: 405 1693-6	Execution Date: 6/21/2021	Completion Date: 12/31/2023
Project Title: Port Hadlock Wastewater Project	Maximum Amount Payable: \$114,533.50 (No Change)	
Description of Work: Environmental Permitting		

ISA

SUPPLEMENTAL AGREEMENT

The Local Agency of Jefferson County hereby amends the agreement with Environmental Science Associates (ESA) ("the Agreement"), executed on June 21, 2021.

All provisions in the Agreement remain in effect, except as expressly modified by this Supplemental Agreement.

The changes to the Agreement are described as follows:

I.

Scope of Services is hereby changed to read: No Change

II.

Time for Performance is hereby changed to read: Work to be completed by 12/31/2023.

III.

Payment is hereby changed to read: No Change.

This Supplemental Agreement shall be effective upon execution by both parties. Work performed consistent with the Agreement prior to execution of this Supplemental Agreement is hereby ratified.

In witness whereof, the parties hereto have executed this Supplemental Agreement as shown below.

(Consultant Firm Name)

COUNTY OF JEFFERSON
BOARD OF COMMISSIONERS

Environmental Science Associates (ESA)

Consultant's Name

Approved Telephonically

11/28/22

Kate Dean, District 1

Date


Stacy Bumback (Nov 21, 2022 15:37 PST)

Consultant's Signature



11/28/22

Heidi Eisenhour, District 2

Date

11/21/22

Date



11/28/22

Greg Brotherton, District 3

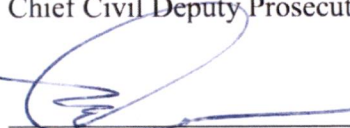
Date

Approved as to form only:

PRE-APPROVED CONTRACT FORM

Philip C. Hunsucker Date

Chief Civil Deputy Prosecuting Attorney


Monte Reinders, P.E.

11/22/22
Date

Public Works Director/County Engineer

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Mark McCauley, County Administrator

From: Monte Reinders, P.E., Public Works Director / County Engineer 

Agenda Date: November 28, 2022

Subject: Supplement #2, Environmental Science Associates (ESA)
Port Hadlock Wastewater Project

Statement of Issue: Execution of Supplement #2 to the Professional Services Agreement with Environmental Science Associates (ESA) to complete environmental permitting for the Port Hadlock Wastewater project.

Analysis/Strategic Goals/Pro's & Con's: Supplement #2 adds time to the existing Professional Services Agreement needed to complete work associated with SEPA and local permit applications (already submitted to DCD) and for work to comply with Executive Order 21-02, Cultural and Historic Resources, which is already underway. Much of the work in this contract will be completed by the end of 2022. Work in 2023 will include follow up support associated with final issuance of permits as well as remaining cultural resources work in the waterfront area, which has been separated out from the wastewater treatment plant project and the majority of the sewer collection system project.

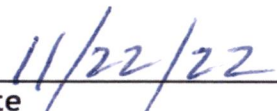
Fiscal Impact/Cost Benefit Analysis: No changes are being made to the contract budget. The contract amount remains \$114,533.50.

Recommendation: Public Works recommends that the Board sign Supplement #2 where indicated and return all three (3) originals to Public Works for further processing.

Department Contact: Monte Reinders, Public Works Director x242.

Reviewed By:


Mark McCauley, County Administrator


Date 11/22/22

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: Environmental Science Associates (ESA)

Contract No: *PW 2022-099*

Contract For: Port Hadlock Wastewater Project

Term: 12/31/2023

COUNTY DEPARTMENT:	Public Works
Contact Person:	Monte Reinders
Contact Phone:	360.385.9242
Contact email:	mreinders@co.jefferson.wa.us

AMOUNT: \$114,533.50

Revenue: \$114,533.50 (ARPA)

Expenditure: \$114,533.50

Matching Funds Required: \$0

Sources(s) of Matching Funds: Hadlock Sewer Fund

PROCESS:

- | | |
|-------------------------------------|-------------------------|
| ☐ | Exempt from Bid Process |
| ☐ | Cooperative Purchase |
| ☐ | Competitive Sealed Bid |
| ☐ | Small Works Roster |
| ☐ | Vendor List Bid |
| ☐ | RFP or RFQ |
| ☒ | Other: Supplement |

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☒ N/A: ☐

Monte Reinders

Signature

Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☒ N/A: ☐

Monte Reinders

Signature

Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

✓ Electronically approved by Risk Management on 11/16/2022.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

✓ Electronically approved as to form by PAO on 11/14/2022.
Contract amendment on pre-approved form.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY (IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

COPY

Supplemental Agreement Number: #1		Organization, Address, and Phone: Environmental Science Associates 5309 Shilshole Avenue NW, Suite 200 Seattle, WA 98107 (206) 576-3755	
Agreement Number: N/A			
Project Number: 405 1693-6		Execution Date: 6/21/2021	Completion Date: 12/31/2022
Project Title: Port Hadlock Wastewater Project		New Maximum Amount Payable: \$114,533.50	
Description of Work: Environmental Permitting			

SUPPLEMENTAL AGREEMENT

The Local Agency of Jefferson County hereby amends the agreement with Environmental Science Associates (ESA) ("the Agreement"), executed on June 21, 2021.

All provisions in the Agreement remain in effect, except as expressly modified by this Supplemental Agreement.

The changes to the Agreement are described as follows:

I.

Scope of Services is hereby changed to read: Additional work necessary to complete state and local permitting as well work needed to comply with Executive Order 21-02, Cultural and Historic Resources.

II.

Time for Performance is hereby changed to read: This work is anticipated to be completed no later than 12/31/2022, but incidental follow up work may extend out as far as 6/30/2023.

III.

Payment is hereby changed to read: Additional payment not to exceed \$68,742.50 bringing contract total to \$114,533.50 as described in Exhibit B, attached.

This Supplemental Agreement shall be effective upon execution by both parties. Work performed consistent with the Agreement prior to execution of this Supplemental Agreement is hereby ratified.

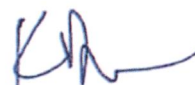
In witness whereof, the parties hereto have executed this Supplemental Agreement #1 as shown below.

(Consultant Firm Name)

COUNTY OF JEFFERSON
BOARD OF COMMISSIONERS

Environmental Science Associates (ESA)

Consultant's Name

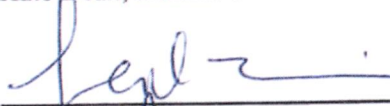

Kate Dean, District 1

8/8/22

Date


Stacy Burnback (Aug 1, 2022 13:07 PDT)

Consultant's Signature

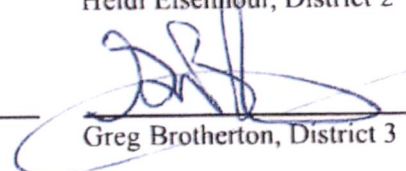

Heidi Eisenhour, District 2

8/8/22

Date

08/01/22

Date


Greg Brotherton, District 3

8/8/22

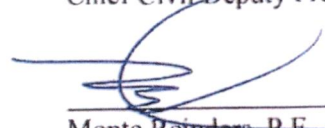
Date

Approved as to form only:

PRE-APPROVED CONTRACT FORM

Philip C. Hunsucker Date

Chief Civil Deputy Prosecuting Attorney


Monte Reinders, P.E.

8.2.22
Date

Public Works Director/County Engineer

EXHIBIT "A"

Jefferson County Department of Public Works Port Hadlock Wastewater System Additional Documentation, Permitting, and Cultural Resources

Project Description. The scope of work includes additional on-going assistance with the finalization of the environmental documentation, permitting, and cultural resources assistance for a new 0.25 MGD wastewater treatment plant, effluent reuse (infiltration) field, and influent pipeline. The treatment plant will be designed in accordance with the *Pt. Hadlock Wastewater Treatment System Facility Plan, September 2008*.

The scope of work includes the following additional environmental documentation, permitting, and cultural resources-related tasks:

Project Management:

- **Progress Reporting** - Prepare monthly project status reports that provide support documentation for the invoices and compare expenditures with task budgets. Documentation will include details of expenditures on each task and will show the hours worked by project personnel and other direct expenses related to the task. Reports will be submitted with monthly invoices.
- **Quality Assurance/Quality Control** - Quality Assurance/Quality Control (QA/QC) will provide an independent review of all major submittal products. All QA/QC comments will be incorporated into the submittals or will be documented as to why comments are not included. The project manager will coordinate all of the County comments.

SEPA Compliance

ESA planned to revise and update the project-level SEPA Environmental Checklist that was prepared in October 2013 to reflect the current project, updated regulations, and project information. Additional effort was needed to fully include the details associated with the collection system, critical areas, and mitigation measures into the document.

Permitting

A variety of permits are required to construct the WWTP, influent pipeline, reuse field, and collection system. An initial list of permits was identified and previously scoped. A pre-app meeting was held with Jefferson County Department of Community Development (DCD). Following that meeting, it was determined that additional critical areas may be impacted, and a Floodplain Development Permit would be needed. Floodplain impacts and mitigation, as well as a critical areas stewardship plan (CASP) were incorporated into the Critical Areas Report.

ESA biologists originally scoped a site visit to confirm wetland boundaries and ratings of potentially impacted wetland and their buffers. Additional field effort was needed to verify the boundaries, and to confirm the wetland boundary at the potential fill location for the influent pipeline. Revisions to update the 2013 Critical Areas Report and incorporate Jefferson County code updates was more extensive than originally envisioned. Code changes resulted in increased

buffer widths, which resulted in project design changes to reduce wetland buffer impacts, and additional coordination to determine appropriate mitigation measures.

State and Local. Permits will be prepared and submitted on behalf of Jefferson County Public Works.

The following have been added to the list anticipated list of permits and approvals:

- Critical Areas Stewardship Plan (CASP)
- Floodplain Development Permit – Jefferson County

Federal. Direct wetland impacts have been avoided as part of the current design, thereby eliminating the need for federal permits. It is our understanding that federal funding will be sought for some portion of the overall project. A Biological Assessment for Section 7 of the Endangered Species Act was prepared in 2013, and will be reviewed and updated as needed to comply with current regulations. This effort has been previously scoped.

ESA will prepare the required NEPA crosscutter review documentation associated with the funding requirements.

Executive Order 21-02

Due to the use of state capital funds, consultation with the State Historic Preservation Officer (SHPO/DAHP) and Affected Tribal governments is required in compliance with Executive Order 21-02 (EO 21-02). ESA was previously scoped for, and provided assistance with, the preparation of EO 21-02 consultation materials transmitted by the County; ESA prepared SHPO and Tribal correspondence that was transmitted by Jefferson County Public Works as the EO 21-02 consulting agency, as delegated by the Washington State Department of Commerce (Commerce). Due to the emergent nature of the project, ESA provided additional (“beyond scope”) cultural resources services at the request and direction of Jefferson County Public Works. This scope does not include completion of historic property inventory forms (HPIs), archaeological site testing, archaeological data recovery, archaeological monitoring, or artifact curation preparation. Should any of these tasks be identified as necessary, an amendment may be necessary.

This amendment identifies beyond scope tasks already performed, tasks already started, and further tasks to be completed based on results of initial consultation with DAHP and Affected Tribes:

1) *Regulatory Assistance*

ESA will assist with continued consultation for a phased methodological approach to the treatment of cultural resources within the Project’s Area of Potential Effects (APE), pursuant to EO 21-02. This includes tasks previously completed and/or started that were not covered under the existing scope and contract with the County.

Tasks previously completed include a pedestrian survey to document existing conditions across the APE; assistance with an on-site visit and walkover of the APE with agency stakeholders; the preparation of a site visit memorandum for distribution to consulting parties by the County; as well as internal Project team meetings and meetings with the County.

Started tasks under this amendment includes the preparation of a proposed phased

methodological approach draft letter regarding the treatment of cultural resources within the APE to be transmitted by the County; preparation of a field project safety plan; and additional coordination and consultation meetings and correspondence as appropriate.

2) *Phase 1 – Cultural Resources Assessment and Inadvertent Discovery Plan*

ESA will conduct archival research at the Washington State Department of Archaeology and Historic Preservation (DAHP), relevant libraries and archives, within its own research library, and online repositories to identify recorded and potential cultural resources in the project study area. ESA will also review project-specific environmental and geological background information, as available from the County. Results of the archival research will be presented in a Phase 1 Cultural Resources Assessment report which will incorporate data from the now completed pedestrian survey. The report will contain recommendations for Phase 1 construction work conducted under an Inadvertent Discovery Plan (IDP), as well as recommendations for the next steps under Phase 2.

The Phase 1 Cultural Resources Assessment will include a Project-specific IDP for Phase 1 construction as an Appendix. The IDP will include protocols to follow in the event that archaeological materials or human remains are encountered. The IDP will include placeholders for contact information to be completed by the County prior to project construction. ESA will attend one in-person pre-construction orientation lead by the County and any other parties indicated by the County. ESA will provide at least one brief virtual cultural resources awareness training (“tailgate”) for key construction and management personnel overseeing Project-related ground disturbing work.

3) *Phase 2 – Cultural Resources Assessment*

The Phase 2 APE is defined as segments of conveyance and grinder pump locations located east of Irondale Road along Curtis Street, Alley Street, Matheson Street, and S Water Street. These locations have been identified as high probability for containing buried archaeological resources.

Fieldwork: ESA will conduct a subsurface survey of the Phase 2 APE. To comply with Washington State law, ESA will request a utility locate prior to any subsurface survey. The subsurface survey will be conducted using up to 20 hand-dug shovel probes spaced approximately 15 meters apart along identified proposed conveyance lines within the Phase 2 APE. Additionally, ESA estimates 15 proposed grinder pumps will be installed in the Phase 2 APE; a single shovel probe will be excavated at each of these 15 locations. Probes will be advanced to the maximum depth of construction limits, or upon encountering intact glacial soils, or impassable subsurface conditions; whichever occurs first. Spoils will be screened through ¼-inch hardware mesh. Probe locations will be recorded using GPS equipment. Probes will be backfilled immediately upon termination. If encountered, all artifacts will be documented in-field, bagged with relevant data, and reburied on-site. If archaeological sites or isolates are encountered during fieldwork, ESA will conduct delineation probes and will prepare and file the appropriate documentation required by DAHP under a contingency task. Information gathered during this task will be included in a technical report.

Technical Report: ESA will summarize the findings and recommendations of fieldwork in a Technical Report. The report will meet the current DAHP standards for a cultural resources assessment. ESA will submit a Draft Report (Word format) for review by the

County the Washington Department of Commerce (Commerce). Following receipt of comments, ESA will prepare the Final Draft Report (PDF format) for review by the County and Commerce. Once comments are received, ESA will prepare the Final Report (PDF format) and submit it to the County. ESA will upload the Final Report to DAHP's WISAARD system, under the direction of the County and Commerce. ESA will submit the project activity for review by DAHP, and the County/ Commerce will notify DAHP and Affected Tribes that the report and any site forms are ready for review. If DAHP or Affected Tribes require revisions for the Final Report, ESA will prepare up to one Revised Final Report (PDF format) for re-submittal to DAHP under the direction of the County/Commerce. ESA will provide recommendations for the treatment of potential cultural resources within the APE. If recommendations include the development and implementation of an Archaeological Resources Monitoring and Inadvertent Discovery Plan (ARM-IDP), ESA will request the County authorize this work under a contingency task.

4) [*Contingency Task*] Archaeological Site/Isolate(s):

In the event that archaeological sites or isolates are identified during fieldwork, ESA will notify the County project manager and request activation of this contingency task.

Archaeological sites and isolates must be recorded and submitted to DAHP.

This task includes time to perform up to 8 site/isolate delineation probes (assuming the site is no more than 10 x 10 m), and time to record one (1) archaeological isolate or site on a State of Washington Archaeological Site/Isolate Inventory form. If additional sites or isolates are identified, each site or isolate will require this amount. ESA will provide preliminary recommendations for the archaeological resource for its potential eligibility to be listed in the National Register of Historic Places. ESA will prepare maps and enter the information in DAHP's WISAARD system, under the direction of the County.

5) [*Contingency Task*] Archaeological Resources Monitoring and Inadvertent Discovery Plan (ARM-IDP):

Pending the results and recommendations of the Phase 2 cultural resources assessment, ESA will prepare a Phase 2 Project-specific Archaeological Resources Monitoring Plan (ARMP) for the County to implement during Phase 2 project construction. The ARMP will include recommendations regarding level of effort across the APE.

ESA will prepare: one Draft ARMP (Word format) to the County for review and comment; one Revised ARMP (Word format) submitted to the County and Commerce for simultaneous review; one Final ARMP (PDF format) submitted to the County and Commerce. If a Potentially Eligible archaeological site is identified that Project construction is unable to avoid, a Washington State Archaeological Site Alteration and Excavation Permit (Permit) may be necessary under an amendment. This contingency task does not include field time for construction monitoring as such an amendment for monitoring rates and level of effort will be necessary.

EXHIBIT "B"

ESA July 11, 2022
Budget Proposal
Version: 2
Project No.:
Project Title: Port Hadlock UGA Sewer System Project
Client: Jefferson County Public Works
Budget Total: \$68,743

Project Manager: Lisa Adolfsen
Contract No.:
Location: Jefferson Co.

Billing Category	Director I	Senior Managing Associate	Managing Associate I	Technical Associate II	Associate III	Associate II	Technical Editor	Senior Graphics	Administrative	Clerical		
Role:	QA/QC	Project Manager	Senior Biologist	Landscape Architect	Historian/Archaeologist	Project Planner/Biologist	Editor	Graphics	Admin	Clerical		
Rate:	\$230.00	\$ 220.00	\$ 160.00	\$ 140.00	\$ 130.00	\$ 105.00	\$ 165.00	\$120.00	\$ 105.00	\$100.00	Totals	
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Cost
Task 1 Project Management												
Progress Reporting and Invoicing		4.00							4.00		8.00	1,300.00
Subtotal Hours	0.00	4.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00	0.00	8.00	1,300.00
Task 2 Additional State and Local Permitting												
SEPA Checklist additions		8.00						4.00		2.00	14.00	2,440.00
Wetland Field Verification			8.00			10.00					18.00	2,330.00
Critical Areas Report Update	1.00	8.00	10.00					4.00		2.00	25.00	4,270.00
Jefferson County Permits	1.00	4.00	8.00					2.00			15.00	2,630.00
Subtotal Hours	2.00	20.00	26.00	0.00	0.00	10.00	0.00	10.00	0.00	4.00	72.00	11,670.00
Task 3 Cultural Resources EO 21-02												
Regulatory Correspondence & Project Management	2.00	6.00			80.00		6.00	6.00	4.00	2.00	106.00	14,510.00
Phase 1 - Cultural Resources Assessment & IDP	2.00	4.00			56.00		6.00	16.00			84.00	11,530.00
Phase 2 - Cultural Resources Assessment	2.00	6.00			120.00		8.00	16.00			152.00	20,620.00
Subtotal Hours	6.00	16.00	0.00	0.00	256.00	0.00	20.00	38.00	4.00	2.00	342.00	46,660.00
Contingency Tasks												
Task 4 Archaeological Site / Isolate Form Preparation	2.00	2.00			22.00		2.00	2.00			30.00	4,330.00
Task 5 ARM-IDP	2.00				16.00		2.00	2.00			22.00	3,110.00
Subtotal Hours	4.00	2.00	0.00	0.00	38.00	0.00	4.00	4.00	0.00	0.00	52.00	7,440.00
Task 99999 Reimbursable Expenses												
								Units	Cost		Subtotal	
								Mileage	900.00	\$0.625		562.50
								GPS	6.00	\$35.00		210.00
								Lodging (GSA Rate)	4.00	\$120.00		480.00
								Ferry	14.00	\$30.00		420.00
								Subtotal Reimbursables				1,672.50
Project Totals											68,742.50	

orig: FW 6 21.21

Retain: 2028.

PROFESSIONAL SERVICES AGREEMENT FOR
Environmental Documentation and Permitting
Port Hadlock Wastewater System - Phase I

COPY

17

THIS PROFESSIONAL SERVICES AGREEMENT ("this Agreement") is entered into between the County of Jefferson, a municipal corporation ("the County"), and Environmental Science Associates (ESA) ("the Consultant"), in consideration of the mutual benefits, terms, and conditions specified below.

1. Project Designation. The Consultant is retained by the County to perform Environmental documentation and permitting for the Port Hadlock Phase I Wastewater System.
2. Scope of Services. Consultant agrees to perform the services identified on Exhibit "A" attached hereto including the provision of all labor.
3. Time for Performance. Work under this Agreement shall commence upon the giving of written notice by the County to the Consultant to proceed. The Consultant shall perform all services and provide all work products required pursuant to this Agreement on the dates listed on Exhibit "A". Time is of the essence in the performance of this Agreement.
4. Payment. The Consultant shall be paid by the County for completed work and for services rendered under this Agreement as follows:
 - a. Payment for the work provided by Consultant shall be made as provided on Exhibit "B" attached hereto, provided that the total amount of payment to Consultant shall not exceed \$45,791.00 without express written modification of the Agreement signed by the County.
 - b. The Consultant may submit invoices to the County once per month during the progress of the work for partial payment for project completed to date. Such vouchers will be checked by the County, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment of Consultant invoices shall be within 30 days of receipt by the County for any services not in dispute based on the terms of this Agreement.
 - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the County after the completion of the work under this Agreement and its acceptance by the County.
 - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - e. The Consultant's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the County and state for a period of three (3) years after final payments. Copies shall be made available upon request.

5. Ownership and Use of Documents. All documents, drawings, specifications, and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the County whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors. Consultant shall not be held liable for reuse of documents or modifications thereof, including electronic data, by County or its representatives for any purpose other than the intent of this Agreement.
6. Compliance with laws. Consultant shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this Agreement.
7. Indemnification. The Consultant shall defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers (and their marital communities) harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the County, its officers, officials, employees, agents and volunteers (and their marital communities) the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
8. Insurance. Prior to commencing work, the Consultant shall obtain at its own cost and expense the following insurance coverage specified below and shall keep such coverage in force during the terms of the Agreement.

Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$500,000 each occurrence with the County named as an additional insured in connection with the Consultant's performance of this Agreement. This insurance shall indicate on the certificate of insurance the following coverage: (a) Owned automobiles; (b) Hired automobiles; and, (3) Non-owned automobiles.

Commercial General Liability Insurance in an amount not less than a single limit of one million dollars (\$1,000,000) per occurrence and an aggregate of not less than two (2) times the occurrence amount (\$2,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the contract specifications.

The insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:

- a. Broad Form Property Damage, with no employee exclusion;
- b. Personal Injury Liability, including extended bodily injury;
- c. Broad Form Contractual/Commercial Liability – including coverage for products and completed operations;
- d. Premises – Operations Liability (M&C);
- e. Independent Contractors and subcontractors;
- f. Blanket Contractual Liability.

Professional Liability Insurance. The Consultant shall maintain professional liability insurance against legal liability arising out of activity related to the performance of this Agreement, on a form acceptable to Jefferson County Risk Management in the amounts of not less than \$1,000,000 Each Claim and \$2,000,000 Aggregate. The professional liability insurance policy should be on an “occurrence” form. If the professional liability policy is “claims made,” then an extended reporting period coverage (tail coverage) shall be purchased for three (3) years after the end of this Agreement, at the Consultant’s sole expense. The Consultant agrees the Consultant’s insurance obligation to provide professional liability insurance shall survive the completion or termination of this Agreement for a minimum period of three (3) years.

The County shall be named as an “additional named insured” under all insurance policies required by this Agreement, except Professional Liability Insurance when not allowed by the insurer.

Such insurance coverage shall be evidenced by one of the following methods: (a) Certificate of Insurance; or, (b) Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

The Consultant shall furnish the County with properly executed certificates of insurance that, at a minimum, shall include: (a) The limits of overage; (b) The project name to which it applies; (c) The certificate holder as Jefferson County, Washington and its elected officials, officers, and employees with the address of Jefferson County Risk Management, P.O. Box 1220, Port Townsend, WA 98368, and, (d) A statement that the insurance policy shall not be canceled or allowed to expire except on thirty (30) days prior written notice to the County. If the proof of insurance or certificate indicating the County is an “additional insured” to a policy obtained by the Consultant refers to an endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Consultant to obtain the full text of that endorsement and forward that full text to the County. Certificates of coverage as required by this section shall be delivered to the County within fifteen (15) days of execution of this Agreement.

Failure of the Consultant to take out or maintain any required insurance shall not relieve the Consultant from any liability under the Agreement, nor shall the insurance

requirements be construed to conflict with or otherwise limit the obligations concerning indemnification of the County.

The Consultant's insurers shall have no right of recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies, with the exception of Professional Liability Insurance, so affected shall protect both parties and be primary coverage for all losses covered by the above described insurance.

Insurance companies issuing the policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of policy.

All deductibles in the above described insurance policies shall be assumed by and be at the sole risk of the Consultant.

Any deductibles or self-insured retention shall be declared to and approved by the County prior to the approval of this Agreement by the County. At the option of the County, the insurer shall reduce or eliminate deductibles or self-insured retention, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Insurance companies issuing the Consultant's insurance policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of insurance policy.

Any judgments for which the County may be liable, in excess of insured amounts required by this Agreement, or any portion thereof, may be withheld from payment due, or to become due, to the Consultant until the Consultant shall furnish additional security covering such judgment as may be determined by the County.

Any coverage for third party liability claims provided to the County by a "Risk Pool" created pursuant to Ch. 48.62 RCW shall be non-contributory with respect to any policy of insurance the Consultant must provide in order to comply with this Agreement.

The County may, upon the Consultant's failure to comply with all provisions of this Agreement relating to insurance, withhold payment or compensation that would otherwise be due to the Consultant.

The Consultant's liability insurance provisions shall be primary and noncontributory with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees, and agents.

Any failure to comply with reporting provisions of the insurance policies shall not affect coverage provided to the County, its officers, officials, employees, or agents.

The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The Consultant shall include all subconsultants as insured under its insurance policies or shall furnish separate certificates and endorsements for each subconsultant. All insurance provisions for subconsultants shall be subject to all the requirements stated herein.

The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification.

The Consultant shall maintain all required insurance policies in force from the time services commence until services are completed. Certificates, insurance policies, and endorsements expiring before completion of services shall be promptly replaced. All the insurance policies required by this Agreement shall provide that thirty (30) days prior to cancellation, suspension, reduction or material change in the policy, notice of same shall be given to the County Risk Manager by registered mail, return receipt requested.

The Consultant shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

The County reserves the right to request additional insurance on an individual basis for extra hazardous contracts and specific service agreements.

9. Worker's Compensation (Industrial Insurance).

If and only if the Consultant employs any person(s) in the status of employee or employees separate from or in addition to any equity owners, sole proprietor, partners, owners or shareholders of the Consultant, the Consultant shall maintain workers' compensation insurance at its own expense, as required by Title 51 RCW, for the term of this Agreement and shall provide evidence of coverage to Jefferson County Risk Management, upon request.

Worker's compensation insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws.

This coverage shall extend to any subconsultant that does not have their own worker's compensation and employer's liability insurance.

The Consultant expressly waives by mutual negotiation all immunity and limitations on liability, with respect to the County, under any industrial insurance act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

If the County incurs any costs to enforce the provisions of this subsection, all cost and fees shall be recoverable from the Consultant.

10. Independent Contractor. The Consultant and the County agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant specifically has the right to direct and control Consultant's own activities, and the activities of its subconsultants, employees, agents, and representatives, in providing the agreed services in accordance with the specifications set out in this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded County employees by virtue of the services provided under this Agreement, including, but not limited to: retirement, vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to Jefferson County employees. The County shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.

11. Subcontracting Requirements.

The Consultant is responsible for meeting all terms and conditions of this Agreement including standards of service, quality of materials and workmanship, costs, and schedules. Failure of a subconsultant to perform is no defense to a breach of this Agreement. The Consultant assumes responsibility for and all liability for the actions and quality of services performed by any subconsultant.

Every subconsultant must agree in writing to follow every term of this Agreement. The Consultant must provide every subconsultant's written agreement to follow every term of this Agreement before the subconsultant can perform any services under this Agreement. The County Engineer or their designee must approve any proposed subconsultant in writing.

Any dispute arising between the Consultant and any subconsultant or between subconsultant must be resolved without involvement of any kind on the part of the County and without detrimental impact on the Consultant's performance required by this Agreement.

12. Covenant Against Contingent Fees. The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, 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 annul this Agreement without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
13. Discrimination Prohibited. The Consultant, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, national origin,

religion, creed, age, sex, or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

14. No Assignment. The Consultant shall not sublet or assign any of the services covered by this Agreement without the express written consent of the County. Assignment does not include printing or other customary reimbursable expenses that may be provided in an agreement.
15. Non-Waiver. Waiver by the County of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.
16. Termination.
 - a. The County reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Consultant.
 - b. In the event of the death of a member, partner, or officer of the Consultant, or any of its supervisory personnel assigned to the project, the surviving members of the Consultant hereby agree to complete the work under the terms of this Agreement, if requested to do so by the County. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Consultant and the County, if the County so chooses.
17. Notices. All notices or other communications which any party desires or is required to give shall be given in writing and shall be deemed to have been given if hand-delivered, sent by facsimile, email, or mailed by depositing in the United States mail, prepaid to the party at the address listed below or such other address as a party may designate in writing from time to time. Notices to the County shall be sent to the following address:

Jefferson County Public Works
623 Sheridan Street
Port Townsend, WA 98368

Notices to Consultant shall be sent to the following address:
Lisa Adolfson
5309 Shilshole Avenue NW, Suite 200
Seattle, WA 98107 206.576.3755
18. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated Agreement between the County and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. No representation or promise not expressly contained in this Agreement has been made. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, by the County within the scope of this Agreement. The Consultant ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in its proposal, and the supporting

material submitted by the Consultant, accepts this Agreement and agrees to all of the terms and conditions of this Agreement.

19. Modification of this Agreement. This Agreement may be amended only by written instrument signed by both County and Consultant.
20. Disputes. The Parties agree to use their best efforts to prevent and resolve disputes before they escalate into claims or legal actions. Any disputed issue not resolved pursuant to the terms of this Agreement shall be submitted in writing within 10 days to the Director of Public Works or County Engineer, whose decision in the matter shall be final, but shall be subject to judicial review. If either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this Agreement, each party in such action shall bear the cost of its own attorney's fees and court costs. Any legal action shall be initiated in the Superior Court of the State of Washington for Jefferson County. The parties agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington for Jefferson County.
21. Section Headings. The headings of the sections of this Agreement are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of the sections or this Agreement.
23. Limits of Any Waiver of Default. No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.
24. No Oral Waiver. No term or provision of this Agreement will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.
25. Severability. Provided it does not result in a material change in the terms of this Agreement, if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law.
26. Binding on Successors, Heirs and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties' successors in interest, heirs, and assigns.
27. No Assignment. The Consultant shall not sell, assign, or transfer any of rights obtained by this Agreement without the express written consent of the County.

28. No Third-party Beneficiaries. The parties do not intend, and nothing in this Agreement shall be construed to mean, that any provision in this Agreement is for the benefit of any person or entity who is not a party.
29. Signature in Counterparts. The parties agree that separate copies of this Agreement may be signed by each of the parties and this Agreement shall have the same force and effect as if all the parties had signed the original.
30. Facsimile and Electronic Signatures. The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.
31. Arms-Length Negotiations. The parties agree that this Agreement has been negotiated at arms-length, with the assistance and advice of competent, independent legal counsel.
32. Public Records Act. Notwithstanding the provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, Chapter 42.56 RCW, as may hereafter be amended, the Consultant agrees to maintain all records constituting public records and to produce or assist the County in producing such records, within the time frames and parameters set forth in state law. The Consultant further agrees that upon receipt of any written public record request, Consultant shall, within two business days, notify the County by providing a copy of the request per the notice provisions of this Agreement.

DATED this 21st day of June, 20 21.

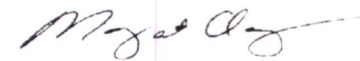
JEFFERSON COUNTY
BOARD OF COMMISSIONERS

Environmental Science Associates (ESA)

Name of Consultant

Margaret Clancy

Consultant Representative (Please print)



(Signature)

Vice President

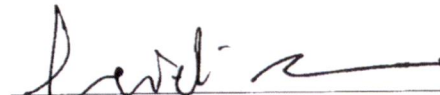
Title

Jun 15, 2021

Date



Kate Dean, District 1



Heidi Eisenhour, District 2



Greg Brogherton, District 3

Approved as to form only:

PRE-APPROVED CONTRACT FORM

Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney

Monte Reinders

6/01/21

Monte Reinders, P.E. Date
Public Works Director/County Engineer

Exhibit A

Jefferson County Department of Public Works Port Hadlock Wastewater System Environmental Documentation and Permitting

Project Description. The scope of work includes assistance with the finalization of the environmental documentation and permitting assistance for a new 0.25 MGD wastewater treatment plant, effluent reuse (infiltration) field, and influent pipeline. The treatment plant will be designed in accordance with the *Pt. Hadlock Wastewater Treatment System Facility Plan, September 2008*.

The scope of work includes the following tasks and is separated to support anticipated funding requirements:

Project Management:

- **Progress Reporting** - Prepare monthly project status reports that provide support documentation for the invoices and compare expenditures with task budgets. Documentation will include details of expenditures on each task and will show the hours worked by project personnel and other direct expenses related to the task. Reports will be submitted with monthly invoices.
- **Quality Assurance/Quality Control** - Quality Assurance/Quality Control (QA/QC) will provide an independent review of all major submittal products. All QA/QC comments will be incorporated into the submittals or will be documented as to why comments are not included. The project manager will coordinate all of the County comments.

SEPA Compliance

A project-level SEPA Environmental Checklist was prepared in October 2013, but was not published at that time. ESA will revise and update the SEPA checklist to reflect the current project, updated regulations, and project information. The document will be reviewed by the project team and will be submitted to Jefferson County Planning Department for review and publication.

- ESA will provide an updated review draft for team input.
- ESA will prepare a camera-ready SEPA checklist for submittal to Jefferson County Planning Department.
- All permitting and review fees will be paid by Jefferson County Public Works.
- Participation at a SEPA public meeting is not anticipated.

Executive Order 21-02

Due to the use of state capital funds, consultation with the State Historic Preservation Officer (SHPO/DAHP) and affected Tribal governments will be required in compliance with Executive Order 21-02. ESA will assist with preparation of the EZ-1. ESA will prepare the SHPO and Tribal correspondence to be placed on County letterhead. Jefferson County Public Works will be the consulting agency. ESA will contact Tribal technical staff (Tribal Historic Preservation

Officers/Cultural Specialists) separately to solicit Tribal knowledge regarding the project area. If requested, ESA will participate with the County in SHPO/Tribal consultation meetings (in person or virtual).

Final Design

Wetland mitigation drawings were prepared to the 90% level in 2013. ESA will review and revise the contract drawings and specifications for construction of the required critical areas mitigation.

- ESA will provide an updated review draft of the mitigation design for team input.
- ESA will prepare a camera-ready mitigation for inclusion with permit submittals as well as inclusion in the project Bid Set.

Permitting

A variety of permits are required to construct the WWTP, influent pipeline, reuse field, and collection system. It is assumed that these permits will be submitted at generally the same time frame. Project phasing or schedule delays could result in permit application delays and may warrant additional scope and budget.

Because wetland delineations are only valid for 5 years, ESA biologists will conduct a site visit to confirm wetland boundaries and ratings of potentially impacted wetland and their buffers. ESA will prepare an update to the 2013 Critical Areas report, incorporating any Jefferson County code updates. ESA does not anticipate delineating any wetlands. Wetland boundaries will be assessed in the field and GPS points collected of the boundary and compared to the prior boundaries. If wetland re-delineation is required, additional scope and budget may be required.

State and Local. Permits will be prepared and submitted on behalf of Jefferson County Public Works.

The anticipated list of permits includes, but may not be limited to:

- Conditional Use Permit – Jefferson County
- Shoreline Substantial Development Permit – Jefferson County
- Critical Areas/Habitat Management Plan Review – Jefferson County
- Clearing and Grading Permit – Jefferson County
- Building Permit: Jefferson County
- Street Use/Right of Way Use Permit –Jefferson County
- NPDES Construction Stormwater General Permit – Department of Ecology
- Coastal Zone Management Consistency – Department of Ecology

It is our understanding that the Reclaimed Water Permit from the Washington Departments of Ecology and Health will be obtained by Tetra Tech, as well as a Franchise and Variance from Washington State Department of Transportation.

- ESA will conduct a one-day site reconnaissance to verify wetland boundaries and will provide an updated review draft of the Critical Areas report for team input. It is anticipated that wetland boundaries have not changed substantially and delineation of new wetland boundaries will not be needed.
- ESA will prepare a camera-ready Critical areas report for submittal to Jefferson County Planning Department.
- Participation at a Conditional Use Hearing is anticipated.
- All permitting and review fees will be paid by Jefferson County Public Works.

Federal. Depending upon the final design elements and potential funding sources, compliance with federal regulations may be required. These documents and permits are listed separately in the event that permit triggers can be avoided, and/or federal funding sources are not sought.

Several environmental documents were prepared during preliminary design efforts including a Biological Assessment for Section 7 of the Endangered Species Act, and for Section 106 of the National Historic Preservation Act. These documents will be reviewed and updated as needed to comply with current regulations. Note: The cultural resources assessment prepared in 2011 would need to be updated under any regulatory nexus (SEPA, EO 21-02, or Section 106).

Should wetland impacts be unavoidable, a permit would be triggered under Section 404 of the Clean Water Act. ESA would prepare a JARPA and supporting documentation to be submitted to the US Army Corps of Engineers.

Should federal funding be sought, ESA would prepare the required crosscutter review.

Exhibit B

Budget Proposal

Version: 2

Project No.:

Project Manager: Lisa Adolfson

Project Title: Port Hadlock UGA Sewer System Project

Contract No.:

Client: Jefferson County Public Works

Location: Jefferson Co.

Budget Total: \$45,791

Role:	QA/QC	Project Manager	Senior Biologist	Landscape Architect	Historian/Archaeologist	Project Planner	Graphics	Admin	Clerical		
Rate:	\$ 230.00	\$ 220.00	\$ 160.00	\$ 140.00	\$ 130.00	\$ 95.00	\$ 105.00	\$ 105.00	\$ 85.00		Totals
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Cost
Task 1 Project Management											
Progress Reporting and Invoicing		4.00						8.00		12.00	1,720.00
Subtotal Hours	0.00	4.00	0.00	0.00	0.00	0.00	0.00	8.00	0.00	12.00	1,720.00
Task 2 SEPA Compliance											
Revised checklist	1.00	2.00	2.00		2.00	8.00	4.00		2.00	21.00	2,600.00
Subtotal Hours	1.00	2.00	2.00	0.00	2.00	8.00	4.00	0.00	2.00	21.00	2,600.00
Task 3 Final Mitigation Design											
Final Mitigation Design	2.00	2.00	4.00	32.00					2.00	42.00	6,190.00
Specifications	1.00			4.00						5.00	790.00
Subtotal Hours	3.00	2.00	4.00	36.00	0.00	0.00	0.00	0.00	2.00	47.00	6,980.00
Task 4 State and Local Permitting											
Critical Areas Report Update	1.00	4.00	12.00			24.00	4.00		2.00	47.00	5,900.00
Jefferson County Permits	1.00	8.00	8.00			30.00	2.00			49.00	6,330.00
Executive Order 21-02	2.00	8.00			24.00		2.00			36.00	5,550.00
Ecology Permits	1.00	2.00				16.00				19.00	2,190.00
Subtotal Hours	5.00	22.00	20.00	0.00	24.00	70.00	8.00	0.00	2.00	151.00	19,970.00
Task 5 Federal Permitting and Documentation Updates											
Corps Section 404 Permit	1.00	2.00	4.00			8.00	2.00			17.00	2,280.00
Biological Assessment Update	1.00	2.00	8.00			12.00	2.00		2.00	27.00	3,470.00
Cultural Resources Assessment Update	1.00	8.00			40.00		8.00		2.00	59.00	8,200.00
Subtotal Hours	3.00	12.00	12.00	0.00	40.00	20.00	12.00	0.00	4.00	103.00	13,950.00
Task 99999 Reimbursable Expenses											
Mileage								Units	Cost		Subtotal
GPS								600.00	\$0.560		336.00
Ferry								1.00	\$75.00		75.00
								8.00	\$20.00		160.00
Subtotal Reimbursables											571.00

Project Totals 45,791.00