

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: April 8, 2024

Subject: Professional Services Agreement with Cultural Resource Consultants, LLC
SR 19 Rhody Drive Ped.-Bike Improvements Project - North Segment
Project No. 1802076

Statement of Issue:

The issue is a need for cultural resources services to accomplish the work required for the Preliminary Engineering phase for the SR 19 Rhody Drive Ped.-Bike Improvements - North Segment project.

Analysis/Strategic Goals/Pro's & Con's:

This project is included in the 2024-2029 Transportation Improvement Program. The goal of this project is to improve pedestrian and bicycle safety by improving the east shoulder of SR 19 from Fern Way to H.J. Carroll Park. The existing shoulder will be reconfigured to accommodate a bike lane and an adjoining pedestrian path will be constructed within the SR 19 right of way. The project also includes construction of a shared-use path from the bike lane/pedestrian path along SR 19 to the existing H.J. Carroll Park perimeter trail within the park.

Fiscal Impact/Cost Benefit Analysis:

The maximum amount payable for consultant services under this Professional Services Agreement is \$3,810.00. This cultural resources work will be funded by the Jefferson County Road Fund.

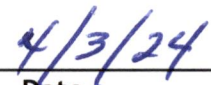
Recommendation:

The Board is asked to approve and execute the three (3) originals of the Professional Services Agreement with Cultural Resource Consultants, LLC where indicated, and return two (2) signed originals to Public Works (attn. John Wayand).

Department Contact: John Wayand, 385-9377

Reviewed By:


Mark McCauley, County Administrator


Date

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Cultural Resource Consultants, LLC Contract No: PW2024-046

Contract For: SR 19 Rhody Drive Ped-Bike Improvements - North Segment, Project No. 1802076 Term: December 31, 2024

COUNTY DEPARTMENT:	Public Works
Contact Person:	John Wayand
Contact Phone:	X377
Contact email:	jwayand@co.jefferson.wa.us

AMOUNT: \$3,810.00

Revenue:	Jefferson County Road Fund
Expenditure:	18000010.595.41
Matching Funds Required:	No
Sources(s) of Matching Funds	N/A
Fund #	180
Munis Org/Obj	180595.410000

PROCESS:

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

APPROVAL STEPS:

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

CERTIFIED: ☒ N/A: ☐ f. Wayand 3-22-24
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: ☐ f. Wayand 3-22-24
Signature Date

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

✓ Electronically approved by Risk Management on 3/29/2024.

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

✓ Electronically approved as to form by PAO on 3/28/2024.
✓ County-standard PSA language. Pre-approved form--no PAO signature needed.

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

**PROFESSIONAL SERVICES AGREEMENT FOR
CULTURAL RESOURCES SERVICES**

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

1. Project Designation. The Consultant is retained by the County to _____
Provide a Cultural Resources field survey and report for Jefferson County's SR 19
Rhody Drive Ped-Bike Improvements - North Segment project, Project No. 1802076.
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 receipt of a Purchase Order shall constitute said notice. Consultant shall perform all services and provide all work product 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 \$ 3,810.00 without express written modification of this 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.
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 his 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 \$500,000 per occurrence and an aggregate of not less than two (2) times the occurrence

amount (\$1,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the contract specifications.

The commercial general liability 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.

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, and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the County.

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 this 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 all the parties and shall be primary coverage for all losses covered by the above described insurance.

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.

All deductibles in the Consultant's 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.

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 insurance policy the Consultant shall provide 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 shall provide a copy of all insurance policies specified in this Agreement.

Written notice of cancellation or change in the Consultant's insurance required by this Agreement shall reference the project name and agreement number and shall be mailed to the County at the following address: Jefferson County Risk Management, P.O. Box 1220, Port Townsend, WA 98368.

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 subconsultants. All insurance coverage for subconsultants shall be subject to all the requirements stated in this Agreement.

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 subconsultants in writing.

Any dispute arising between the Consultant and any subconsultants or between subconsultants 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 Agreement 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:

Cultural Resource Consultants, LLC
P.O. Box 4159
Seattle, WA 98194
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.
22. 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 _____ day of _____, 20_____.

JEFFERSON COUNTY
BOARD OF COMMISSIONERS

Cultural Resource Consultants, LLC

Name of Consultant

Kate Dean, District 1

Margaret Berger

Consultant Representative (*Please print*)

Heidi Eisenhour, District 2



(Signature)

Greg Brotherton, District 3

Owner/Principal Investigator

Title

3/28/2024

Date

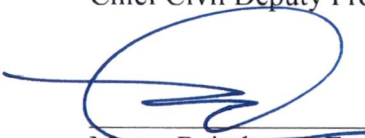
Approved as to form only:

PRE-APPROVED CONTRACT FORM

Philip C. Hunsucker

Date

Chief Civil Deputy Prosecuting Attorney



Monte Reinders, P.E.

4/1/24

Date

Public Works Director/County Engineer

EXHIBIT A

Cultural Resources Services

Project Title: SR 19 Rhody Drive Ped-Bike Improvements – North Segment
Project No. 1802076

Location of Project: State Highway SR 19 and Jefferson County's H.J. Carroll Park
Chimacum, WA.

Maximum Amount Payable: \$3,810.00

Completion Date: May 24, 2024

OBJECTIVES:

This work consists of performing a Cultural Resources Field Survey and preparing a Cultural Resources Report for Jefferson County's "SR 19 Rhody Drive Ped-Bike Improvements – North Segment" project. This project has Federal Transportation Alternative Program funds, and is required to follow the requirements of Section 106 of the National Historic Preservation Act.

The Area of Potential Effects (A.P.E.) for this project has been submitted to WSDOT Local Programs and to the Washington State Dept. of Archaeology & Historic Preservation (D.A.H.P.), and they have concurred with the A.P.E. definition. The D.A.H.P. has recommended that a Cultural Resources Survey and Report be submitted to them, prior to any ground disturbing activities.

All methods and materials will be in accordance with the Washington State Department of Archaeology & Historic Preservation's Survey and Inventory Standards, except as modified by the Agency.

The Consultant shall provide all data used in performing the work in this scope in both printed format and digital format as specified later in this scope.

SCOPE OF WORK:

Administration and Coordination

The Consultant will be required to continually coordinate with the Agency the work effort involved in all tasks under this agreement. Work completed under this task shall include the following:

- A. Provide one-on-one liaison between the Agency Project Manager and Consultant team.
- B. Progress and information meetings at Jefferson County Department of Public Works or at the project site as needed.
- C. Provide monthly written progress report with the monthly invoice, which shall include the following:
 - a. Progress-to-date for that month.
 - b. Progress compared to original schedule (if applicable) and anticipated progress next month.
 - c. Anticipated delays or problems.
- D. Provide invoices for accomplished work at a frequency not to exceed one per month. The Agency may disallow all or part of any claimed cost, which is not adequately supported by documentation. Invoices shall include the following:
 - a. Name of each employee that worked on the project in the billing period
 - b. Each employee's job classification
 - c. Each employee's hours worked

- d. Each employee's hourly wage rate
- e. The total wages paid each employee
- f. Each invoice will also include all direct non-salary costs and copies of supporting invoices or bills.
- g. All mileage charges will be supported by departure and arrival odometer readings for all vehicles used for the work. The Agency will disallow all or part of any claimed cost, which is not adequately supported by documentation.

Task 1: Cultural Resources Field Survey

- A. Review of the electronic (www.dahp.wa.gov) and/or archived files of the D.A.H.P. as needed.
- B. Project site walk-thru with JCPW staff. Pedestrian surface survey of the cut areas for the proposed road realignment area and for the proposed trail segments.
- C. Establish the area of potential effect (A.P.E.) based on the proposed limits of excavation for the construction project. JCPW will establish approximate preliminary limits of excavation (cut areas) for use in establishing the A.P.E. JCPW will provide the base topographic map in printed and in digital format (Autocad) for use by the consultant in completing the report.
- D. Cultural Resources subsurface site survey to consist of limited excavation of shovel probes in those areas that might logically contain cultural resources deposits, and documentation of the field survey. All sediments examined will be screened through ¼ in. mesh. If cultural resources materials are revealed, the materials will be replaced and documented. The scope includes four (4) shovel test probes within the project location.
- E. The project area segments are as follows (see attached plan):
 - 1. Multi-use Path adjoining the easterly side of State Route SR 19 (northbound lane), approximately 1021' long. This path is 8' wide with a 2' wide shoulder on the right side of the path. The maximum side-slope cut will extend out to approximately 2.7' past the outer edge of right shoulder (right of way line) and have a maximum vertical cut of 0.83' deep. The maximum side-slope fill will extend out approximately 5.0' past the outer edge of right shoulder (right of way line) and have a maximum vertical fill of 1.25' deep.
 - 2. Multi-use Path within H.J. Carroll Park, approximately 550' long. This path is 8' wide with a 2' wide shoulder on both sides of the path. The maximum side-slope cut will extend out to approximately 16.23' from centerline and have a maximum vertical cut of 2.56' deep. The maximum side-slope fill will extend out approximately 8.75' from centerline and have a maximum vertical fill of 0.7' deep.

Task 2: Cultural Resources Report

- A. Cultural Resources report to include the background research, field methods, results of investigations, and management recommendations. The report will include supporting documentation as required, including maps and photographs, and will conform to minimum DAHP reporting standards. The report will also contain Inadvertent Discovery Protocol documentation. The report will be submitted to JCPW in Draft form for review followed by a Final Report. The final report shall also be submitted in electronic digital format (Word, Excel, AutoCAD, Adobe).
- B. The consultant is to contact the appropriate tribal representatives regarding the cultural resources in or near the project area. The consultant shall provide copies of letters submitted to the tribes to JCPW.

Project Deliverables

CRC will provide the following project components as part of this cultural resources assessment.

Background Research

CRC will conduct a search on Washington Department of Archaeology and Historic Preservation's (DAHP) WISAARD system to identify recorded historic built environment, historic register listed properties, archaeological sites, cemeteries, and previously completed cultural resources assessment in proximity to the project location. CRC will review pertinent environmental, archaeological, ethnographic, and historical information appropriate to the project location from a variety of available resources. The goal of background research is to provide contextual information regarding the natural environment and cultural use of the project location, identify recorded cultural resources, and determine the potential for as-yet unrecorded cultural resources to be encountered during proposed project actions.

Tribal Contact

CRC will contact the cultural resources staff of Tribes that may have an interest in or information regarding the project location. This communication is intended to inform the cultural resources assessment and does not constitute government-to-government consultation. Copies of this correspondence and received responses will be included as an attachment in the cultural resources assessment.

Field Identification

CRC will conduct field investigations of the project location to identify archaeological and historical resources. Investigation will include pedestrian survey and subsurface excavation in amenable environments that have the potential to contain buried archaeological deposits. Methods will be consistent with DAHP guidelines.

Documentation of Findings

CRC will document and record identified archaeological and historic sites within the project location on DAHP archaeological and/or historic site(s) forms. All identified resources will be photo-documented and recorded in the field. Archaeological materials or deposits will be documented and reburied, if appropriate, within the find location. Cultural resources will be evaluated for significance following local, state, and/or national significance as appropriate based on the project's regulatory nexus. Documentation will be consistent with DAHP standards and will be completed on DAHP's WISAARD system.

Cultural Resources Assessment Report

CRC will prepare a technical memo describing background research, field methods, results of investigations, and management recommendations. The report will provide supporting documentation of findings, including maps and photographs, and will conform to DAHP reporting standards and the appropriate requirements based on the regulatory nexus. Report and support materials will be provided electronically in PDF format. An inadvertent discovery protocol and primary contacts will be provided as an attachment in the assessment. This task includes one round of consolidated comments from the client prior to the submission of the final report to DAHP. CRC will assist the client in submitting the cultural resources assessment and any associated documentation to DAHP, via their WISAARD system.

Project Assumptions

- * This scope and budget is based upon information and project plans provided on 12 March 2024. Any changes may require a change in budget to accommodate updating project information not received prior to the start of .
- * This scope and budget is based upon the assumption that CRC's current levels of insurance liabilities are sufficient for this project (sample certificate of insurance attached).
- * This budget assumes the client will provide utility locator services, per Washington State Law (RCW 19.122), prior to CRC field investigations.
- * This scope assumes that no more than one (1) archaeological site and no historic sites will be identified within the defined APE. This budget was prepared with the assumption that no more than four(4) shovel test probes would be excavated at the project location. If extensive archaeological deposits are encountered or if additional shovel test probes are warranted within the project area it may be necessary to modify this agreement to accommodate additional investigations for purposes of site identification.
- * This scope assumes that all relevant project information, prior reports including geotechnical reports, historic/architectural reports, design plans, and project maps in addition to relevant project correspondence with DAHP or other agencies requesting this assessment and/or Tribal cultural resources staff will be provided with the signed Agreement so that CRC may begin this project immediately upon receipt of signed agreement.
- * This scope does not include additional services for impact mitigation regarding archaeological or historic sites.
- * This scope assumes that no in person meetings with clients and/or stakeholders will be required.
- * This scope assumes that project proponents can provide immediate Right Of Entry to CRC so the project may be completed within the stated project schedule.
- * This scope assumes that the property is safe for CRC archaeologist to enter and free of contaminants, health hazards and other unsafe working conditions.
- * If human remains are found within the project area, all CRC field investigations will cease immediately, proper authorities will be notified and CRC will not resume field investigations until applicable state laws are addressed.

				EXHIBIT B		
SR 19 Rhody Drive Ped-Bike Improvements - North Segment						3/22/2024
Project Number 1802076						
Jefferson County Public Works						
Cultural Resources Survey/Report Cost Estimate						
				hours/trips	rate	amount
Labor						
Principal Investigator			3	\$ 150.40	\$	451.20
Project Manager			6	\$ 94.00	\$	564.00
Office Manager			3	\$ 98.70	\$	296.10
Project Archaeologist			26	\$ 82.25	\$	2,138.50
Expenses						
Mileage			210	\$ 0.67	\$	140.70
Ferry fares		(1 RT) Veh./Driver	2	\$ 14.10	\$	28.20
		Passenger	1	\$ 9.85	\$	9.85
SubTotal						\$ 3,628.55
Contingency (5%)						\$ 181.43
Prior Jefferson County approval required for use of Contingency amount.						
TOTAL						\$ 3,809.98
Rounded Total						\$ 3,810.00