

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:** March 24, 2025

**Subject:** Professional Services Agreement with Shea, Carr & Jewell, Inc.  
(dba. SCJ Alliance)  
SR 19 Rhody Drive Ped.-Bike Improvements - South Segment Project,  
County Project No. 1802095

---

**Statement of Issue:**

Professional Services Agreement with Shea, Carr & Jewell, Inc.  
(dba. SCJ Alliance) of Lacey, Washington for engineering and environmental permitting services for the SR 19 Rhody Drive Ped.-Bike Improvements - South Segment project.

**Analysis/Strategic Goals/Pro's & Con's:** The SR 19 Rhody Drive Ped.-Bike Improvements - South Segment project is a transportation improvement project included in the officially adopted 2025-2030 Transportation Improvement Program (TIP) as Item No. 8. This project will provide pedestrian and bicycle facilities along SR 19 in Chimacum, including ADA accessible sidewalks, a bicycle lane, and a ped.-bike bridge across Chimacum Creek. This Professional Services Consultant Agreement is for civil, structural, geotechnical engineering, and environmental permitting services.

**Fiscal Impact/Cost Benefit Analysis:** The maximum amount payable under this agreement is \$401,274.76. Jefferson County Public Works has secured two grants for this project: a federal Transportation Alternatives Program (TAP) grant (86.5%, PE phase) and a state Connecting Communities Pilot Program (CCPP) grant (100%, PE and R/W phases). The CCPP grant will be used to match the Jefferson County share (13.5%) of the TAP grant.

**Recommendation:**

Public Works recommends that the Board execute both (2) originals of the Professional Services Consultant Agreement with Shea, Carr & Jewell, Inc. (dba. SCJ Alliance), and return one (1) original to Public Works for further processing.

**Department Contact:** John Wayand, Project Manager, 385-9377.

**Reviewed By:**

  
Mark McCauley, County Administrator

  
Date 3/19/25

# CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Shea, Carr & Jewell, Inc.

Contract No: PW2025-021

Contract For: SR 19 Rhody Drive Ped-Bike Improvements - South Segment, Project No. 1802095

Term: December 31, 2026

COUNTY DEPARTMENT: Public Works

Contact Person: John Wayand

Contact Phone: X377

Contact email: jwayand@co.jefferson.wa.us

AMOUNT: \$401,274.76

Revenue: Federal TAP (86.5%), State WSDOT CCPP(100%)

Expenditure: 18000010.595.410009

Matching Funds Required: Yes (TAP), No (CCPP)

Sources(s) of Matching Funds J.C. Road Fund

Fund # 180

Munis Org/Obj 18033320.333131

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: ☐

John Wayand  
Signature

3-6-25

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: ☐

John Wayand  
Signature

3-6-25

Date

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

✓ Electronically approved by Risk Management on 3/11/2025.

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

Electronically approved as to form by PAO on 3/13/2025.  
Pre-approved contract template. Does not require PAO signature.

**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**



# Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number:

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                              |                                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| Firm/Organization Legal Name (do not use dba's):<br><b>Shea, Carr &amp; Jewell, Inc.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                              |                                             |
| Address<br>8730 Tallon Lane NE, Suite 200, Lacey, WA. 98516-6642                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Federal Aid Number<br><b>TAP-0019(008)</b>                                                                                                                                                                                                   |                                             |
| UBI Number<br><b>602 612 261</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Federal TIN<br><b>20-48734444</b>                                                                                                                                                                                                            |                                             |
| Execution Date<br><b>March 24, 2025</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Completion Date<br><b>December 31, 2026</b>                                                                                                                                                                                                  |                                             |
| 1099 Form Required<br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Federal Participation<br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                 |                                             |
| Project Title<br><b>SR 19 Rhody Drive Ped.-Bike Improvements - South Segment</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                              |                                             |
| Description of Work<br>This work consists of providing the professional services necessary to complete the Preliminary Design Report, Construction Plans, Specifications, and Estimates (PS&E) for construction of pedestrian and bicycle facilities along State Highway SR 19 that will serve the Chimacum School campus and the Chimacum commercial area. The work includes project management, geotechnical investigation, prefabricated pedestrian/bicycle bridge selection and design, stormwater facilities design, environmental permitting and documentation, cultural resources review and reporting, design/civil engineering, pedestrian illumination design, public outreach support, and preparation of PS&E contract documents. |                                                                                                                                                                                                                                              |                                             |
| <input type="checkbox"/> Yes<br><input type="checkbox"/> Yes<br><input type="checkbox"/> Yes<br><input type="checkbox"/> Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <input checked="" type="checkbox"/> No DBE Participation<br><input checked="" type="checkbox"/> No MBE Participation<br><input checked="" type="checkbox"/> No WBE Participation<br><input checked="" type="checkbox"/> No SBE Participation | Maximum Amount Payable: <b>\$401,274.76</b> |

## Index of Exhibits

|           |                                                                   |
|-----------|-------------------------------------------------------------------|
| Exhibit A | Scope of Work                                                     |
| Exhibit B | DBE Participation                                                 |
| Exhibit C | Preparation and Delivery of Electronic Engineering and Other Data |
| Exhibit D | Prime Consultant Cost Computations                                |
| Exhibit E | Sub-consultant Cost Computations                                  |
| Exhibit F | Title VI Assurances                                               |
| Exhibit G | Certification Documents                                           |
| Exhibit H | Liability Insurance Increase                                      |
| Exhibit I | Alleged Consultant Design Error Procedures                        |
| Exhibit J | Consultant Claim Procedures                                       |

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the Jefferson County Public Works, hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

## **I. General Description of Work**

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

## **II. General Scope of Work**

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

## **III. General Requirements**

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.



Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the [wsdot.diversitycompliance.com](http://wsdot.diversitycompliance.com) program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

**If to AGENCY:**

Name: John Wayand  
Agency: Jefferson County Public Works  
Address: 623 Sheridan St.  
City: Port Townsend State: WA. Zip: 98368  
Email: [jwayand@co.jefferson.wa.us](mailto:jwayand@co.jefferson.wa.us)  
Phone: 360-385-9377  
Facsimile: 360-385-9234

**If to CONSULTANT:**

Name: Scottt Sawyer  
Agency: Shea, Carr & Jewell, Inc.  
Address: 8730 Tallon Lane NE  
City: Lacey State: WA. Zip: 98516  
Email: [scott.sawyer@scjalliance.com](mailto:scott.sawyer@scjalliance.com)  
Phone: 360-352-1465  
Facsimile: 360-352-1509

#### **IV. Time for Beginning and Completion**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.



## V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 ([www.ecfr.gov](http://www.ecfr.gov)).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits "D" and "E" attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT's direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits "D" and "E" shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits "D" and "E" will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits "D" and "E" shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY's option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fee.



- A. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.



## **VI. Sub-Contracting**

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

## **VII. Employment and Organizational Conflict of Interest**

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it 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, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

Agreement Number:

1802095-1



## VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

## IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.



The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

## **X. Changes of Work**

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

## **XI. Disputes**

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 AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto 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, situated in the county in which the AGENCY is located.

## **XII. Legal Relations**

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT



to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.



## Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: John Wayand, Project Manager  
Agency: Jefferson County Public Works  
Address: 623 Sheridan St.  
City: Port Townsend State: WA. Zip: 98368  
Email: jwayand@co.jefferson.wa.us  
Phone: 360-385-9377  
Facsimile: 360-385-9234

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.



### **XIII. Extra Work**

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

### **XIV. Endorsement of Plans**

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

### **XV. Federal Review**

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

### **XVI. Certification of the Consultant and the Agency**

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENTS over one hundred thousand dollars (\$100,000.00) and Exhibit "G-4" is required only in AGREEMENTS over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

### **XVII. Complete Agreement**

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

### **XVIII. Execution and Acceptance**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.



## **XIX. Protection of Confidential Information**

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained, and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.



The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

## **XX. Records Maintenance**

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

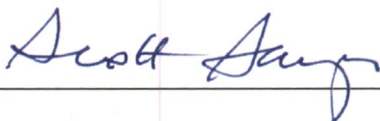


For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.



Signature

Shea, Carr & Jewell, Inc.

March 13, 2025

Date

Signature Heidi Eisenhour,  
Chair, Board of Jefferson County Commissioners

Date

*Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.*

Approved as to form only:

PRE-APPROVED CONTRACT FORM 6/25/2024

Philip C. Hunsucker, Date  
Chief Civil Deputy Prosecuting Attorney  
Jefferson County, Washington



**EXHIBIT A**  
**SCOPE OF WORK**  
**SR 19 RHODY DRIVE PED-BIKE IMPROVEMENTS – SOUTH SEGMENT**

Location of Project: State Highway SR 19 from SR 19 MP 8.94 to SR 19 MP 9.56,  
Chimacum, Jefferson County, WA.

Maximum Amount Payable: \$401,274.76

Completion Date: December 31, 2026

Scope of Work:

This objective of this Agreement is to provide the professional services necessary for the design and preparation of a Preliminary Design Report and Construction Plans, Specifications, and Estimates, for construction of pedestrian and bicycle facilities along a segment of SR 19, that will serve the Chimacum Schools campus and the Chimacum commercial area. This project is located in the Chimacum area and begins at State Highway SR 19 M.P. 8.94, approximately 815 feet southeasterly of the SR 19/Chimacum Road/Center Road intersection and runs along the northerly shoulder of SR 19 to that intersection, then along the southerly shoulder of SR 19 through the Chimacum commercial district, and ends at SR 19 M.P. 9.56, near the Chimacum Schools campus, approximately 250 feet southerly of the West Valley Road/SR 19 intersection. The proposed facilities include sidewalk, curb & gutter, a bicycle lane, a multi-use path, a pedestrian-bike bridge, driveway entrances, stormwater facilities, a bus stop, pedestrian illumination, and pedestrian crossings.

This work will include project management, geotechnical investigation, selection and design of a prefabricated pedestrian/bicycle bridge across Chimacum Creek, stormwater assessment and facilities design, environmental permitting and documentation, cultural resources review and reporting, civil design/engineering, pedestrian illumination design, preparation of a Preliminary Design Report, public outreach support, and preparation of Construction Plans, Specifications, Estimates, and Schedules.

The Preliminary Design Report will recommend a pedestrian sidewalk / bicycle lane / pedestrian-bicycle bridge alignment and geometry, provide preliminary stormwater analysis, provide a Preliminary Plan and typical sections, a preliminary construction cost estimate, and environmental permitting recommendations. The Agency will provide surveying for right of way determination and topographical mapping and a base map for the Consultant's use. Following approval of the Preliminary Design Report by the Agency (Jefferson County Public Works), the Consultant will proceed with developing the Construction Plans, Specifications, Estimates, and Schedules, and obtaining the necessary permits and environmental clearances required to construct the project.

The Consultant may be considered for additional services as needed during the Preliminary Engineering (PE phase), Right of Way (R/W phase), Construction (CN phase), and post-construction phases, depending upon the Consultant's satisfactory performance of the current work scope, upon the Consultant's interest in providing additional services, and upon negotiation and execution of a supplemental agreement per item XIII Extra Work or under a separate agreement.

**TASK 1 – PROJECT MANAGEMENT**

This task includes all necessary work to plan, schedule, and manage the Consultant's work to achieve a quality product delivered on-time and within budget. Task items include:

**1.1 Project Schedule**

The Consultant will submit a completed project schedule within 10 working days after the Notice to Proceed date. The schedule will detail individual work elements of the project scope and assign scheduled completion dates for each element. The schedule may be a critical path method schedule, bar chart, or other standard schedule format; however, the schedule shall identify the critical path. Schedule Updates shall be submitted monthly and when the project has experienced a change that affects the critical path. The



schedule will begin on the Notice to Proceed date and extend through JCPW acceptance of the final Construction Plans, Specifications, Estimates, and Schedule and award of contract by the Agency. Agency staff will advertise for construction bids, award the contract, and perform construction inspection for this project. Project construction is tentatively scheduled to begin in April, 2027, depending on acquisition of construction funding.

Deliverables: Project Schedule, Monthly Schedule Updates

### **1.2 Project Startup Meeting**

The Consultant will conduct a project startup meeting with JCPW staff and Subconsultants at the Agency's office in Port Townsend, WA.; an online video meeting may be held upon mutual agreement by the Consultant and the Agency. The purpose of the meeting is to introduce all significant members of the project team, concur on goals and milestones for the project, and agree on the project schedule and work products. An additional onsite meeting following the project startup meeting may be scheduled upon agreement by the Consultant and the Agency.

Deliverables: Project Startup Meeting Agenda and Meeting Minutes.

### **1.3 Progress Meetings**

Progress meetings will be held via phone, online video, or in-office periodically to coordinate work activities and keep the Agency informed of the progress to date. The Agency is anticipating two progress meetings to discuss the preliminary and final design options. Attendees will generally include the Consultant's project manager and project engineer along with the Agency's staff. The Consultant will prepare agendas and meeting minutes for distribution to the project team.

Deliverables: Progress Meeting Agendas and Meeting Minutes

### **1.4 Progress Reports and Monthly Billings**

The Consultant will coordinate work activities with the Agency and the Subconsultants and ensure that work products are delivered on time and meet the Agency quality standards.

Submit invoices for accomplished work at a frequency not to exceed one per calendar month. The Agency will disallow all or part of any claimed cost which is not adequately supported by documentation.

Consultant and Subconsultant invoices shall include the following information:

- 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 on this project.
- d. Each employee's hourly wage rate.
- e. The total wages paid each employee.
- f. Each invoice shall also include all direct non-salary costs and copies of supporting invoices or bills.
- g. All mileage charges shall be supported by departure and arrival odometer readings for all vehicles used for this project.

The Consultant will include brief monthly progress reports along with the monthly invoices. Progress reports will contain the following:

- a. Progress to date for that month. Provide detailed description of the work completed by each employee.
- b. Anticipated work for the next month.
- c. Anticipated problems and delays for the Consultant's work.
- d. Progress compared to the original schedule and an updated schedule if required by the Agency.

The Consultant shall upload Disadvantaged Business Enterprise (DBE) participation data in the WSDOT Diversity Compliance Management System (DCMS) as subconsultant invoices are received.

Deliverables: Monthly Invoices and progress reports. Tasks listed in the invoices shall be the key tasks shown in the Agreement.



### **1.5 Subconsultant Management**

The Consultant will prepare and manage all Subconsultant contracts. Contracts will be solely between the Consultant and the Subconsultant. The Consultant will be responsible for coordinating all Subconsultant activities, and ensuring that the Subconsultants remain on schedule and provide a quality product. The Consultant shall review all subconsultant deliverables and review and process monthly subconsultant invoices prior to submittal to the Agency.

### **1.6 Quality Assurance Reviews**

The Consultant will conduct quality assurance reviews of all reports and other significant work products at the preliminary level of completion, and at the 30%, 75%, 100% [FINAL] levels of completion, prior to issuance to the Agency.

## **TASK 2 – GEOTECHNICAL INVESTIGATION, ANALYSIS, AND DESIGN**

This task includes all necessary work to complete geotechnical investigation, analysis, and design for the pedestrian-bike bridge across Chimacum Creek and stormwater treatment methods for the pedestrian sidewalk and bike lane.

The Consultant will perform general site reconnaissance and develop a geotechnical exploration plan. The Consultant will perform geotechnical analysis necessary to support the pedestrian-bike bridge design. The Consultant will review this plan with the Agency prior to proceeding with the exploration. A Draft and Final Geotechnical Report will be prepared.

### **2.1 Geotechnical Exploration**

The Consultant will perform general site reconnaissance and develop a geotechnical exploration plan. The plan will provide a recommendation on the exploratory method, either visual observation of soil exposed by excavation or by boring. The Consultant will review this plan with the Agency prior to proceeding with the drilling.

The Consultant will make one site visit to confirm existing site conditions for layout of the geotechnical exploration locations.

If boring is the agreed-on method of exploration, the Consultant will drill one test boring at each proposed pedestrian-bike bridge abutment location.

If boring is the agreed-on method of exploration, the borings will be drilled using sonic core or mud rotary methods at locations accessible by truck or track-mounted equipment. Minor clearing of vegetation for access may be necessary.

If boring is the agreed-on method of exploration, boring cuttings will be removed from the site and disposed of at a permitted disposal site.

If boring is the agreed-on method of exploration, the boring holes will be backfilled per Washington State regulations and patched to match the surrounding conditions. Hand auger borings will be backfilled with the existing site soil.

The Consultant will complete borings at potential stormwater infiltration locations, to characterize the shallow subsurface conditions and obtain representative soil samples. Pilot Infiltration Tests (PIT) for stormwater facility design may be required after the locations have been defined.



Geotechnical exploration locations will be referenced to existing site features by measurement with tape measure, rangefinder, or GPS equipment. Exploration locations will be added to a site plan drawing and the surveyed topographic base map provided by the Agency.

## **2.2 Draft Geotechnical Report**

The Consultant will prepare a Draft Geotechnical Report containing the results of the geotechnical study, descriptions of surface and subsurface conditions, and a site plan showing exploration locations and other pertinent features. Summary exploration logs, charts and graphs indicating laboratory results will also be included. The results of the engineering evaluations and preliminary geotechnical engineering recommendations pertaining to the following items will be presented:

- a) Depth, service and nominal (ultimate) bearing resistances, bearing elevations at each pedestrian-bike abutment, and anticipated settlements associated with service bearing resistances;
- b) Geotechnical design criteria, including seismic design requirements and liquefaction hazard analysis (if applicable);
- c) An estimated bridge bearing capacity will be obtained from a potential bridge manufacturer in advance of the geo-technical investigation;
- d) An assessment of stormwater infiltration feasibility and preliminary design criteria for the proposed stormwater facilities locations;
- e) Constructability issues and concerns associated with the pedestrian-bike bridge design; and
- f) Preparation of geotechnical special provisions and/or advisory specifications to supplement the Special Provisions for the project (if required).

## **2.3 Final Geotechnical Report**

After the Consultant has received the Agency's comments on the Draft Geotechnical Report, the Consultant will develop a Final Geotechnical Report supporting the bridge design and stormwater treatment methods.

- a) The pedestrian-bike bridge design will be in general accordance with the applicable Washington State Department of Transportation (WSDOT) and American Association of State Highway and Transportation Officials (AASHTO) criteria.
- b) Any additional data or studies required to support the design of the preferred pedestrian-bike bridge alternative will be identified.
- c) Final geotechnical special provisions and/or advisory specifications will be provided (if required).

### Assumptions:

1. The Consultant will contact the underground utilities locating service [www.callbeforeyoudig.org](http://www.callbeforeyoudig.org) 1-800-424-5555 and schedule the marking of underground utilities prior to geotechnical exploration.
2. Mobilization and geotechnical exploration can be accomplished during normal daylight work hours over the course of 2 working days.
3. Hand auger borings for stormwater infiltration facilities will be completed over the course of one working day with hand tools and extend up to a maximum depth of 5 feet below the ground surface or to practical refusal whichever occurs first.
4. Pilot Infiltration Testing (PIT) for stormwater facility design are assumed to be needed and are included in the scope – these may be deleted if it is determined that they are not needed.



5. Right-of-Entry for geotechnical exploration and/or permits to be provided by the Agency.
6. Traffic control for geotechnical exploration to be provided by the Agency.

Deliverables: Geotechnical Exploratory Plan, Draft Geotechnical Report, Final Geotechnical Report. Reports to be provided in “.PDF” file format.

### **TASK 3 – ENVIRONMENTAL PERMITTING / SECTION 106 CULTURAL RESOURCES REVIEW**

This task includes all necessary work to complete a Preliminary Environmental Review, the Section 106 Cultural Resources Review, and the Environmental Permitting and Documentation. Task items include:

#### **3.1 PRELIMINARY ENVIRONMENTAL REVIEW**

1. The Preliminary Environmental Review will include review and analysis of the available environmental information in order to identify and evaluate constraints, issues, requirements, and the likely determination under NEPA/SEPA.
2. Field reconnaissance to delineate creek and wetland boundaries will be completed including flagging in the field for mapping by the Agency’s surveyors.
3. Obtain current species and habitat information from the National Marine Fisheries Service (NMFS), U.S. Fish and Wildlife Service (USWS), Washington Department of Fish and Wildlife (WDFW), and Washington State Dept. of Natural Resources (WDNR). Species of Concern shall include aquatic and terrestrial.
4. The Consultant will collect sufficient information – including but not limited to existing habitat data, wetlands, buffers, soils surveys (as part of the wetland delineation), species distribution data, and other pertinent biological, cultural, and design information. The information will be used to evaluate the potential environmental impacts for the design and their corresponding project activities and schedules.
5. Information gathered during this task will serve as a basis for the Final Environmental Permitting. The Preliminary Environmental Review Report will include a list of required environmental permits and documentation.

Deliverables: Preliminary Environmental Review Report  
Report to be provided in “.PDF” file format.

#### **3.2 SECTION 106 CULTURAL RESOURCES REVIEW**

The Section 106 Cultural Resources Review will include background review, field investigation, submittal of the WA. DAHP Section 106 “EZ” form to comply with the Governor’s Executive Order 21-02 and the Section 106 NHPA, Historic Property Inventory (if required by WA. DAHP), preparation of a Draft and Final Cultural Resources Review Report (if required by WA. DAHP). Consultation with the Washington State Dept. of Archeology and Historic Preservation (DAHP) and the associated Tribal Historic Preservation Officers (THPOs). The following tasks are anticipated to support the analysis and the permit documentation.

1. Background Review
  - a) Conduct background research using DAHP’s WISAARD database, the information provided by the Agency, The Washington State Dept. of Transportation (WSDOT), and



other relevant record holders, as needed, pertaining to previously conducted investigations and previously recorded sites within or near the project area.

- b) Generate APE maps for the review.
- c) Prepare a narrative based on a review of related, previously recorded resources to inform survey methods and provide context for consultation and reporting.
- d) Tabulate previously conducted recorded built environment resources within a 0.25 to one-mile radius on background review for consultation and reporting.
- e) Initiate consultation with WA. DAHP by preparing and submitting a DAHP Section 106 "EZ" form and consulting with WA. DAHP if necessary.
- f) Assist the Agency in notifying all potentially affected Tribes of the project.
- g) Prepare an APE exhibit and memo to clear Geotech investigation work (i.e. borings) for Cultural Resources. Provide the APE exhibit and memo to the Agency for submittal to WSDOT Local Programs. Provide one revision per WSDOT Local Programs comments.

## 2. Fieldwork Methodology

A field review for buried or precontact, archeological and historic resources will be completed if required by WA. DAHP. Depending on the location and situation with soils and apparent surface alterations, professional judgment will inform the location of the shovel probes, and a visual reconnaissance will evaluate exposed soils and surfaces for identifiable cultural materials. The Consultant will inspect the project area to determine the presence or absence of archeological materials using the following methods:

- a) Historic Property Inventory (HPI) (if required by WA. DAHP)
  - 1. The Consultant will make a site visit to the project area on SR 19 in Chimacum, WA. to compile information for populating the DAHP Historic Property Inventory Forms (HPIF). The project site will be photographed and notes made for the Cultural Resources Report.
  - 2. A narrative version of the HPIFs will be composed for DAHP review in keeping with NHPA Section 106 reporting and consultation standards.
  - 3. Any Historic Property Inventories will be uploaded to DAHP's online WISAARD database pursuant to DAHP's stipulated Section 106 consultation requirements.
- b) Archaeological Survey (if required by WA. DAHP)
  - 1. Field review will begin with a pedestrian survey, inspecting the project area to identify surface visible traces of cultural/archaeological material. This survey area will include the location of the proposed pedestrian-bike bridge along the southerly side of the existing vehicle bridge on SR 19. All exposed soils, animal burrows, cut banks, slide areas, and creek banks for cultural materials will be observed.
  - 2. Excavation of shovel probes in all prudent locations with a standard shovel to sterile soils (as accessible).
  - 3. Screen soils through standard ¼" steel mesh mounted on standing rockers.
  - 4. Observe (and note) soils, geologic inclusions / biologic intrusions, and any cultural materials, and activities in field journals.



5. Backfill probes at every test location as necessary.
  6. Record spatial data by hand-drawn mapping and with handheld GPS devices, the locations of shovel probes, cultural resources, utilities, and areas of concern or interest.
  7. Photograph the area, along with any exposed soils as needed and any cultural materials observed during the review.
- c) Reporting (if required by WA. DAHP)
- Upon completion of the cultural resource review, the Consultant will:
1. Prepare a draft report for review by the design team, the Agency, and WSDOT, detailing background review, field methodology, archaeological results, HPIF documentation, including recommendations relevant to the results.
  2. Upon approval by the Agency, submit the Final Cultural Resources Review Report and distribute the results for all local, state, tribal, and federal agencies and concerned parties for the official review.
  3. Provide a time period for comments to inform the final reporting.

Assumptions:

1. The proposal assumes that no archaeological, historic, or cultural items, sites, deposits, or structures will be encountered, nor will formal recording and the submission of mandatory documentation (e.g. archaeological site, tribal cultural property, and other required forms) be required. Additional costs are incurred when these items require recording to complete compliance regulations and mandates at any level.
2. If any structure or resource is determined NRHP-eligible and the project is determined to have an Adverse Effect on them, Section 4(f) of the US DOT Act of 1966 would be triggered. The Consultant will provide support to Jefferson County and WSDOT's Local Programs if necessary.

Deliverables: Draft and Final Cultural Resources Review Report (if required by WA. DAHP). Reports to be provided in ".PDF" file format.

### **3.3 ENVIRONMENTAL PERMITTING / DOCUMENTATION**

The focus of this task will be to manage the environmental process, and to obtain all environmental clearances and permits necessary for this project.

The required permits, environmental documents, and clearances determined in Task 3.1 will be obtained in this task. For the purpose of estimating hours and costs for this task, it is assumed that the following permits and clearances will be required:

- a) U.S. Army Corps of Engineers (USACE) 404 Permit
- b) Washington State Dept. of Ecology (ECY) Water Quality Certification
- c) Washington Dept. of Fish and Wildlife (WDFW) Hydraulic Project Approval
- d) Washington State Dept. of Ecology (DOE) Coastal Zone Management review
- e) Federal Highway Administration Section 4(f) Compliance (if any resources have national, state, or local significance)
- f) U.S. Fish and Wildlife (USFW) Endangered Species Act (ESA) Compliance
- g) U.S. Environmental Protection Agency (EPA) National Environmental Policy Act (NEPA) Compliance, (Documented Categorical Exclusion (DCE) is presumed)



- h) Washington State Dept. of Ecology (ECY) State Environmental Protection Act (SEPA) Compliance, (Determination of Non-Significance (DNS) is presumed; presumes the Agency will be the Lead Agency for SEPA.
- i) Washington State Dept. of Ecology (ECY), Construction Stormwater General Permit (if needed – project site is less than 1 acre)
- j) Jefferson County Dept. of Community Development (JC DCD) Jefferson County Critical Areas Report and Shorelines Review report, and Stormwater Permit (Report to be prepared by Consultant - Agency will submit application to JC DCD).

All project documentation will be developed following the WSDOT Local Agency Guidelines (LAG).

### **3.3.1 Stakeholder and Agency Meetings**

Prior to submittal of permits, the Consultant will assist the Agency in scheduling on-site meeting(s) with any applicable County, State, and Federal resource and regulatory agency staff, and the WSDOT Local Programs Engineer to assure that they have a clear understanding of the existing conditions and proposed improvements for the project. After permits have been submitted, the Consultant will coordinate with the Agency staff to respond to comments, provide additional clarification, and assist with routing the permits through the process efficiently.

The Consultant will conduct an on-site meeting as needed with the regulatory agencies including WDFW, affected Tribes, USACE, USFWS, and NOAA, to obtain initial guidance for the design requirements that will be imposed upon this project. One on-site meeting is anticipated to occur and has been included in the project estimate

Two separate meetings (in office or on-line) with Agency staff to coordinate the environmental permitting process have also been included in the project budget.

Deliverables: On-site Meeting Minutes, Agency Coordination Meeting Minutes

### **3.3.2 Permits**

The Consultant will prepare and coordinate the JARPA Application and the NPDES Permit application. As part of this work, the Consultant will be responsible for assembling and organizing all necessary state and federal environmental permit applications to a standard acceptable to the permitting agencies.

The Consultant will prepare all draft permit applications and submit to the Agency for review. The Consultant will revise the draft permit applications as needed and submit the final permit applications to the appropriate permit agencies. The Consultant will respond to comments and questions from the permit agencies to facilitate the permitting process.

Anticipated federal and state permits include the following:

- a) JARPA Application, drawings, and attachments \_\_Draft \_\_Final
- b) USACE Section 404 permit \_\_Draft \_\_Final
- c) ECY NPDES Permit and 401 Water Quality Certification \_\_Draft \_\_Final
- d) WA. ECY Construction Stormwater General Permit \_\_Draft \_\_Final
- e) WDFW Hydraulic Project Approval (HPA) \_\_Draft \_\_Final
- f) Coastal Zone Management (CZM) Consistency Determination

The Consultant will prepare any required Local permit applications and the Agency will submit them to the Jefferson County Dept. of Community Development (JC DCD).

Anticipated Local permits include the following:

- g) Jefferson County Critical Areas and Shorelines Review report. \_\_Draft \_\_Final
- h) Jefferson County Stormwater Permit Application. \_\_Draft \_\_Final



#### **a) JARPA and HPA Applications and Drawings**

A Joint Aquatic Resources Permit Application (JARPA) will be completed when the project reaches the 75% design level. The JARPA will be used to apply for the Dept. of Ecology Section 401 certification; Washington State Dept. of Fish and Wildlife (WDFW) Hydraulic Project Approval (HPA); and a Dept. of the Army Section 404 Permit from the Corps of Engineers. The Consultant will submit the permit applications to USACE and WDFW and act as the Agency's agent in securing permit approvals.

#### Assumptions:

- a) A Section 404 Individual Permit is assumed not to be required.
- b) This project will qualify for a Nationwide Permit No. 14 for Linear Transportation.

#### **g) Jefferson County Critical Areas and Shorelines Review Report**

This project will require compliance with Jefferson County's Critical Areas Code (JCC 18.22), including Frequently Flooded Areas (JCC 18.22 Article IV), Critical Aquifer Recharge Areas (JCC 18.22 Article III), Geologically hazardous Areas (JCC 18.22 Article V), Fish and Wildlife Habitat Conservation Areas (JCC 18.22 Article VI), and Wetlands (JCC 18.22 Article VI).

The Critical Areas Report will summarize the existing conditions, describe project impacts to critical areas (e.g., wetlands, streams, and wildlife habitat areas), include a mitigation sequencing statement, and present the proposed mitigation to offset project impacts. The Critical Areas Report will include a compliance narrative as required per JCC 18.22 Article IX.

The project will require a mitigation and monitoring plan that addresses no net loss of functions to wetlands, stream and riparian habitat as required by the County, Ecology, and the USACE. An onsite restoration plan will be developed to document the mitigation and monitoring that will be necessary. The plan will include performance standards and monitoring methods to meet County code requirements and USACE standards. The Critical Areas Report will include the onsite wetland, stream habitat, and buffer mitigation opportunities on site. Development of the contract plans for this work will be included in the construction plans.

The Consultant will complete a pre-application conference application, and will provide the submittal packet, including project narrative, pre-application conference application, and a conceptual design plan, to the Agency for submittal to the JC DCD.

After the pre-application conference, the Consultant will prepare a Jefferson County Land Use Permit Application. The SEPA checklist prepared under Task 3.3.3 will be submitted with the Land Use Application. Other discipline reports that will be submitted will include the geotechnical report and stormwater report. The 75% plan set will be submitted for the Land Use Permit Application.

#### Assumptions:

- a) The Consultant will assemble the full submittal package and provide to the Agency; The Agency will submit the package to the JC DCD.
- b) Application fees will be paid by the Agency.
- c) The project is not within a Jefferson County Shoreline Management Zone
- d) SEPA will be completed prior to applying for the HPA

#### Permits Deliverables:

- a) Final JARPA Application, JARPA drawings, and attachments.
- b) Final USACE Section 404 permit.
- c) Final ECY NPDES Permit and 401 Water Quality Certification.



- d) Final WDFW HPA Application.
- e) Final Coastal Zone Management (CZM) Consistency Determination.
- f) Final Jefferson County Critical Areas Report and Shorelines Review Report.
- g) Final Jefferson County Stormwater Permit Application.
- h) Pre-application Conference Application
- i) Final Land Use Application

All documents to be provided in “.PDF” file format.

### **3.3.3 Environmental Documentation**

The focus of this task will be to manage the environmental documentation process for the project from beginning to end, and to assist the Agency with obtaining all environmental clearances necessary for the intended work. For this project, the following documents will likely be required, but may not be limited to:

- a) Biological Assessment. \_\_Draft \_\_Final
- b) Wetland and Stream Assessment Report. \_\_Draft \_\_Final
- c) Mitigation Plan (if needed). \_\_Draft \_\_Final
- d) SEPA checklist. \_\_Draft \_\_Final

All project documentation will be developed following the WSDOT Local Agency Guidelines (LAG).

The Consultant will revise the Biological Assessment, APE map and letter, ECS, and SEPA as needed. The Consultant will respond to comments from WSDOT and the resource agencies to facilitate review and completion of the reports.

#### **a) Biological Assessment**

A Biological Assessment (BA) will be prepared to comply with the provisions of the Endangered Species Act (ESA). The BA will address the requirements of the National Marine Fisheries Services (NMFS) and the US Fish and Wildlife Service (USFWS) for project impacts to ESA-listed species. Formal consultation with NMFS is not expected to be required for this project because the impacts are not anticipated to result in an adverse effects determination. It is anticipated that ESA compliance will be completed as a component of NEPA compliance prior to the application to the Corps for Section 404 permit. The BA will include water quality impacts analysis using WSDOT’s Hi-Run model due to the anticipated increase in impervious surfaces (non-pollution generating) from the paved pedestrian-bike bridge. It is assumed that the crossing of Chimacum Creek will be designed to match the programmatic biological opinion for stream crossings and habitat restoration.

- a) The Consultant will prepare a draft Biological Assessment (BA) addressing listed species, proposed species, candidate species, species of concern, and critical habitat.
- b) The Consultant will confirm which species are federally listed by NMFS and USFWS.
- c) The Consultant will provide the priority species and habitat information from (1) the Washington State Department of Fish and Wildlife (WDFW), Priority Habitats and Species Program, (2) The Washington Department of Natural resources (WDNR), Washington Natural Heritage Program, and (3) the Agency GIS.
- d) The Consultant shall review this information, as well as other appropriate sources of information from existing literature and data resources, in conjunction with any necessary field reconnaissance.

The BA shall include a project description, a list of species, a description of the species and their habitat, an analysis of project effects, and effect determination, and conservation measures. If mitigation is required by resource agencies, the Consultant will assist the Agency in identifying mitigation options and will incorporate a mitigation proposal into the BA as needed.



The Consultant will provide updates on species status at 6 months intervals for the duration of the Agreement.

#### **b) Wetland and Stream Assessment Report**

The Consultant will prepare a Wetland and Stream Assessment Report which identifies and describes wetlands, streams, and other jurisdictional waters occurring within the project area. This document will assist the design team with the avoidance and minimization of impacts, document wetland and stream boundaries for review by regulatory agencies, and provide background information for mitigation plans if mitigation is determined to be required.

Wetland boundary and stream ordinary high water (OHW) will be delineated to meet the requirements of Jefferson County's Critical Areas Code (Jefferson County Code 18.22)(JCC), the Corps of Engineers, and the Washington State Dept. of Ecology. Wetland and stream boundaries within the study area will be flagged in the field and subsequently surveyed by the Agency and added to the project base map by the Consultant.

Jefferson County Code 18.22.710(4)(a)(ii) requires a wetland assessment for any portion of a project within 300-feet of a regulated wetland. Wetlands and stream boundaries within an approximate 150-foot wide corridor centered on the proposed pedestrian-bike bridge (75 feet to each side) will be delineated and flagged in the field along Chimacum Creek. Wetland and stream boundaries for an additional 100 feet beyond the 150-foot-wide central corridor will be estimated for consistency with the county code.

Data forms documenting the wetland boundaries will be completed. Wetlands will be rated according to the 2014 Ecology Washington State Wetland Rating System for Western Washington methodology and classified per JCC 18.22.710(2). Streams will be rated per Washington Dept. of Natural Resources criteria for compliance with JCC 18.22.610, and buffer widths for wetlands and streams will be identified.

The Consultant will provide a wetland delineation sketch map to assist the Agency's survey crew to locate the wetland delineation flags.

#### **c) Mitigation Plan**

The Consultant will prepare a Mitigation Plan which describes project impacts and mitigation, if mitigation is needed for the project.

#### **e) SEPA Checklist**

This project will require compliance with the State Environmental Policy Act (SEPA). The Consultant will prepare a SEPA checklist for the project, including a vicinity map, and a simple plan view appropriate for the general public and will submit the checklist to Jefferson County for environmental review as the lead agency in the SEPA process.

##### Assumptions:

- a) This project will likely result in a Determination of Non-Significance (MDNS).
- b) Preparation of a SEPA EIS is not included in this scope of work.
- c) Jefferson County will prepare the SEPA Threshold Determination and Notice.

##### SEPA Deliverables:

- a) Draft and Final State Environmental Policy Act (SEPA) Checklist

All documents to be provided in ".PDF" file format.



## **f) Documentation of NEPA Compliance**

The Consultant will provide documentation of NEPA compliance which is presumed to be a Categorical Exclusion (CE). This includes filling out WSDOT's NEPA Categorical Exclusion Documentation form.

To comply with NEPA requirements a NEPA Categorical Exclusion Documentation Form will be prepared per the criteria in the WSDOT Local Agency Guidelines manual. The NEPA Categorical Exclusion Documentation Form and supporting environmental reports will be submitted to the Agency; the Agency will submit the form to the WSDOT Local Programs division. Specific technical studies are not anticipated to be required for this project and are not included in this scope of work, such as: noise study, hazardous materials survey/report, air quality study, or an Environmental Justice report.

### **Deliverables:**

- a) Final Biological Assessment (BA)
- b) Final Wetland and Stream Assessment Report.
- c) Final Mitigation Plan (if needed).
- d) Final Documentation of NEPA CE Compliance

All documents to be provided in ".PDF" file format.

## **TASK 4 – ENGINEERING**

### **4.1 CIVIL DESIGN**

The Consultant will complete the civil engineering analysis necessary to ensure that the proposed roadway, pedestrian and bicycle facilities meet all applicable standards and requirements of the current versions of the WA State Dept. of Transportation (WSDOT) Design Manual, Bridge Design Manual, AASHTO LRFD Bridge Design Specifications, WSDOT Plans Preparation Manual, American Association of State Highway and Transportation Officials (AASHTO) Policy on Geometric Design of Highways and Streets, AASHTO Guide for the Design of Bicycle Facilities, WSDOT Active Transportation Design Guide, the Washington State Department of Fish and Wildlife fish passage design guidelines, and any applicable Jefferson County standards. The design shall meet all applicable ADA accessibility requirements per the WSDOT Local Agency Guidelines Manual, the U.S. Access Board Public Rights-of-Way Accessibility Guidelines, and the ADA Standards for Accessible Design.

The Consultant will design the proposed concrete sidewalk, curb & gutter, bike lane, multi-use path, pedestrian/bike bridge, horizontal & vertical alignments, driveway entrances, stormwater facilities, bus stop, signing, temporary erosion control, pedestrian illumination, channelization, and traffic control for this project. The proposed facilities are located between SR 19 M.P. 8.94 and SR 19 M.P. 9.56 as described above.

The Agency is assuming use of a prefabricated pedestrian-bike bridge (approximately 60' to 80' long) and concrete abutments for the Chimacum Creek crossing for this project. The Consultant will complete the necessary structural engineering analysis to ensure that the pedestrian-bike bridge meets all applicable standards and requirements of the current versions of the WSDOT Bridge Design Manual, the AASHTO LRFD Bridge Design Specifications, the WSDOT Local Agency Guidelines, and the AASHTO Policy on Geometric Design of Highways and Streets.

The Consultant will prepare preliminary and final Construction Plans, Quantities Reports, Construction Cost Estimates, and WSDOT format Specifications and required project specific Special Provisions.

#### **4.1.1 Preliminary Design Report**

The Consultant will review the preliminary design drawing provided by the Agency and any other available existing conditions information and provide an analysis of the proposed horizontal alignment for

the sidewalk, path, bike lane, and pedestrian-bike bridge. A field visit will be conducted to review bridge site options. The Consultant will develop a recommended preliminary alignment and layout for the sidewalk, multi-use path, bike lane, pedestrian-bike bridge, and bus stop.

The Preliminary Design Report will include topographic surveying provided by the Agency, a recommended preliminary pedestrian-bicycle bridge alignment, preliminary stormwater analysis, a preliminary plan and typical sections, preliminary cost estimate, and environmental permitting recommendations.

The Preliminary Design Report will include evaluation of the design, construction issues, and estimates of construction costs. The preliminary design will be evaluated for constructability, cost, and long-term performance.

The Consultant will work closely with the Agency to evaluate the preliminary design, engineering analysis, cost estimating, life-cycle cost evaluation, constructability review, and permitting feasibility review. The Agency and the Consultant will agree on the preliminary design prior to beginning the actual design.

**Assumptions:**

1. The Consultant will make one site visit with Agency staff to observe existing conditions of the project site.
2. The Agency will provide topographic base map and a preliminary design drawing showing the proposed project features.

**Deliverables:**

- a) Draft Preliminary Design Report (PDF file format), Draft Preliminary Plan (11"x17" size, PDF file format), Draft Preliminary construction cost estimate (PDF file format).
- b) Final Preliminary Design Report (Word file format, PDF file format), Final Preliminary Plan (11"x17" size, PDF file format), Final Preliminary construction cost estimate (PDF file format).

**4.1.2 Civil Design 30% Level**

The Consultant will design a horizontal alignment and vertical profile for the sidewalk, path, bike lane, and pedestrian-bike bridge, utilizing the topographic base map provided by the Agency and other available existing condition information. The Consultant will design a preliminary layout for the sidewalk, multi-use path, bike lane, pedestrian-bike bridge, and bus stop. The design will balance available right-of-way, environmental impacts, constructability, estimated construction costs, and aesthetic factors.

The 30% design level will include documentation of compliance with required civil design requirements and codes/standards including ADA requirements.

The Consultant will prepare 30% level Civil Design plans for the proposed sidewalk, path, bike lane, and pedestrian-bike bridge. The 30% level Civil Design plans will include a plan, profile, typical sections, pedestrian-bike bridge details, preliminary stormwater facilities layout, and preliminary construction details. Civil Design plans will be prepared to the standards listed in task 4.1.

The pedestrian-bike bridge plans will be based on preliminary prefabricated pedestrian-bike bridge drawings and plans from a bridge manufacturer. The 30% level bridge plans will include a plan, elevation, sections, and abutments plan, and details.

This task includes coordination with the geotechnical engineer regarding required geotechnical investigation locations and review of the geotechnical investigation report to establish bridge abutments bearing capacity.



The bridge design will include foundation design and coordination with bridge manufacturers to obtain general bridge interface details with the substructure and cost estimates.

Agency review comments from the preliminary design will be addressed and incorporated into the 30% level plans.

The 30% Plans are to be prepared at a horizontal scale of 1" = 20' and a vertical scale of 1" = 5', unless the Agency agrees otherwise.

The Consultant will prepare a 30% level Quantities Report and Construction Cost Estimate.

The Consultant will prepare a Plan for Approval (PFA) package based on the WSDOT Olympic Region PFA Checklist.

Assumptions:

1. The 30% design alignment will be staked in the field by the Agency and adjustments may be made based on field observations of the preliminary alignment stakes. The Consultant will make one site visit with Agency staff to observe the preliminary alignment stakes.
2. The 30% design level will include the configuration of the connection to the existing pedestrian sidewalk and bike lane facilities at the end of the project near M.P. 9.56.
3. The 30% design level will include 6-foot wide concrete sidewalk (actual sidewalk width), 1.5-foot wide concrete curb and gutter, and a 4-foot wide minimum bike lane per WSDOT design Standards. Sidewalks, multi-use paths, driveway entrances, and curb ramps will be ADA compliant.
4. The 30% design level will include retention of the existing sidewalk, curb, and gutter for the segment located adjacent to the Jefferson County Fire Protection Station along the southerly side of SR 19 if possible (approximately 270 feet long).
5. The 30% design level will include removal of all existing asphalt and concrete sidewalk, except as listed in item 4.
6. The existing nearby WSDOT SR 19 vehicle bridge over Chimacum Creek is to remain.
7. The pedestrian-bike bridge superstructure is assumed to be a prefabricated, single-span steel bridge designed by the manufacturer, with a weathered steel finish, precast or cast-in-place concrete deck panels and concrete abutments. The concrete deck panels may be made from colored concrete with the color specified by the Agency.
8. The bridge dimensions are assumed to include a 10-foot wide clear width (rail-to-rail) and a 60 to 80-foot length.
9. The bridge foundations will be pre-fabricated or cast-in-place concrete abutments designed per the recommendations of the selected bridge manufacturer.
10. The 30% design level Quantities Report will be used as the basis for the Engineer's Construction Cost Estimate. The estimates of anticipated construction costs will be prepared using historical unit costs from similar projects, other current cost data, and recent Jefferson County projects.

Deliverables:

- a) 30% level Civil Design Plan and Profiles (11"x17" size, PDF file format).
- b) 30% level Quantities Report and Construction Cost Estimate, including back-up calculations and lump sum breakdowns (Excel file format and PDF file format).

- c) WSDOT Olympic Region Plan for Approval (PFA) package.

#### **4.1.3 Civil Design 75% Level**

The Consultant will prepare Civil Design Plans and Profiles, Summary of Quantities, a Construction Cost Estimate, and Specifications for the 75% design level. The Civil Design Plans will show all proposed work including sidewalks, multi-use path, bike lane, the pedestrian-bike bridge, bus stop, driveway entrances, stormwater facilities, channelization, and pedestrian illumination. Conflicts with utilities and other existing or proposed project elements will be identified and addressed.

The 75% level design will balance available right-of-way, environmental impacts, constructability, estimated construction costs, and aesthetic factors.

The 75% level Civil Design plans will include a plan, profile, typical sections for the sidewalk, multi-use path, and bike lane sections, stormwater facilities layout, the pedestrian-bike bridge, preliminary construction details, and pedestrian illumination.

Agency review comments from the 30% level review will be addressed and incorporated into the 75% level plans and submitted to the Agency for review.

The 75% Civil Design Plans are to be prepared at a horizontal scale of 1" = 20' and a vertical scale of 1" = 5', unless the Agency agrees otherwise. Details will be prepared at an appropriate scale to illustrate the level of detail needed for clarity.

The Consultant will prepare a 75% level Quantities Report and Construction Cost Estimate.

The Consultant will prepare 75% level WSDOT format Specifications and project specific Special Provisions that may be required for the items of work. The Consultant will be responsible for preparing Divisions 1 through 9 of the Special Provisions using the current WSDOT General Special Provisions. The Agency will provide the standard "front-end" bid documents, and perform the final assembly of the bid 75% proposal package.

#### **Assumptions:**

1. The 75% design level will include the final sidewalk, curb and gutter, multi-use path, bike lane location design, the final connection configuration to the existing pedestrian sidewalk and bike lane facilities at the beginning of the project at M.P. 8.94, the final pedestrian-bike bridge dimensions and location, and the final bus stop dimensions and location.
2. Specifications will be based on the current edition of the WSDOT Standard Specifications for Road, Bridge and Municipal Construction with the APWA supplement, and Jefferson County requirements. The project specific Special Provisions will address the technical work, as well as traffic control, construction phasing, utility coordination, and other items specific to the needs of the Agency.
3. The Consultant will prepare an outline of specifications that will identify each WSDOT Standard Specification section and include a brief description of the special provisions required for each item of work. All review comments from Task 4.1.2 will be addressed and incorporated into the 75% bridge specifications.
4. The Agency will provide current standard "front-end" bid documents that includes the bid proposal format and the contract documents.
5. The Consultant will review and approve the bridge manufacturer's shop drawings and update the bridge plans and construction cost estimates for the 75% design level.



6. The 75% bridge plans will show all proposed work including bridge layouts, foundation type, dimensions of structural components, and material type of structural components including bridge deck and railings, general notes, abutment layout, and abutment details. Details will include geometric requirements and rebar layout scheme (detailed rebar diagrams and callouts will be included in the 90% design submittal). Conflicts with utilities and other existing or proposed project elements will be identified.
7. During the 75% design phase the bridge abutment embedment below the ground surface will be established based on the soil bearing conditions, slope stability, and freeze-thaw requirements. Coordination with the geotechnical engineer will be required.

**Deliverables:**

- a) 75% level Civil Design Plan and Profiles (11"x17" size, PDF file format).
- b) 75% level Quantities Report and Construction Cost Estimate, including back-up calculations and lump sum breakdowns (Excel file format and PDF file format).
- c) 75% level WSDOT Specifications and project specific Special Provisions (Word file format and PDF file format)

#### **4.1.4 Civil Design 100% [FINAL] Level**

The Consultant will prepare Civil Design Plans and Profiles, Quantities Report, a Construction Cost Estimate, Specifications, and a Construction Schedule for the 100% [FINAL] design level. The Civil Design Plans will show all proposed work including sidewalks, multi-use path, bike lane, the pedestrian-bike bridge, bus stop, driveway entrances, stormwater facilities, channelization, and pedestrian illumination. Conflicts with utilities and other existing or proposed project elements will be identified and addressed.

The 100% [FINAL] level Civil Design plans are anticipated to include:

- Title sheet
- Summary of quantities sheet
- Typical sections (sidewalk/bike lane, multi-use path, pedestrian-bike bridge)
- Temporary erosion control plans
- Plan sheet notes and legend
- Plan and profile sheets
- Construction details (sidewalk, bike lane, multi-use path, pedestrian-bike bridge, stormwater facilities, driveways, bus stop)
- Channelization and signing plans
- Temporary traffic control plans

All review comments from Task 4.1.3 will be addressed and incorporated into the 100% [FINAL] level Civil Design Plans. The 100% [FINAL] level Civil Design plans will be submitted to the Agency for final review, and the Agency's final comments will be incorporated into the plans. The Consultant will sign and stamp the final Plans.

The 100% [FINAL] level Civil Design Plans are to be prepared at a horizontal scale of 1" = 20' and a vertical scale of 1" = 5', unless the Agency agrees otherwise. Details will be prepared at an appropriate scale to illustrate the level of detail needed for clarity.

The Consultant will prepare a 100% [FINAL] level Quantities Report and Construction Cost Estimate.

The Consultant will prepare 100% [FINAL] level WSDOT format Specifications and project specific Special Provisions. The Consultant will sign and stamp the final specifications. The Consultant will be responsible for preparing Divisions 1 through 9 of the Special Provisions using the current WSDOT General Special Provisions. The Agency will provide standard "front-end" bid documents, and perform the final assembly of the bid proposal package.

The Consultant will prepare a Construction Schedule for the purposes of determining an appropriate number of contract Working Days, and to evaluate project feasibility, and identify any issues with in-water work windows and/or other schedule constraints. The construction schedule is to include the project critical path.

The Consultant will submit 100% [FINAL] Bridge Structural Calculations. Structural plans, calculations, and specifications will be signed/stamped by the Consultant.

**Deliverables:**

- a) 100% [FINAL] level Civil Design Plans (11"x17" size in PDF file format and Civil 3D/AutoCAD DWG format, AutoCAD Plot Files CTB format)
- b) 100% [FINAL] level Quantities Report and Construction Cost Estimate, including back-up calculations and lump sum breakdowns (Excel file format and PDF file format).
- c) 100% [FINAL] level WSDOT Specifications and project specific Special Provisions (Word file format and PDF file format).
- d) Construction Schedule (Excel file format or other scheduling program as approved by the Agency and PDF file format).
- e) 100% [FINAL] Bridge Structural Calculations (PDF file format).

#### **4.1.5 Utility Coordination**

##### **4.1.5.1 Coordination/Meetings with Utilities**

The Consultant will begin communications with utility companies (power, water, telecommunications, etc.) shortly after the notice to proceed date, to verify locations of existing utility facilities and to discuss any potential relocation requirements, costs, schedule, and recommendations on locations of new facilities including new pedestrian illumination. The Consultant will also coordinate with other Agency departments as needed to coordinate County and WSDOT utility locations within the project limits. Coordination meetings will occur throughout the course of the project as needed. Three (3) utility meetings have been included in the budget.

##### **4.1.5.2 Coordination/Review and Utility Conflict Resolution**

Based on information determined during coordination in Task 4.1, it is anticipated that existing utilities may need to be relocated to accommodate the proposed project. Once the potential conflicts are identified, the Consultant will provide additional engineering to determine if the design can be revised to avoid utility conflict or to provide guidance to the utility companies on relocation efforts. A Utility Coordination Plan will be prepared to document the location of all potential utility conflicts.

**Deliverables:**

- a) Utility Coordination Plan (PDF file format)

#### **4.1.6 Stormwater Facilities Design**

The Consultant will prepare a Preliminary and Final Stormwater Report for design of the stormwater facilities for the selected bridge, roadway and pedestrian facilities. Stormwater design requirements will follow the 2019 Stormwater Management manual for Western Washington (SWMMWW). Treatment and flow control modeling, if needed, will use WWHM2012. Stormwater facilities design tasks to include:

##### **4.1.6.1 Preliminary Stormwater Report:**

- 1. Site visit to review site conditions.



2. Prepare preliminary stormwater assessment:
  - a) Determine project drainage limits and assess threshold discharge areas (TDA).
  - b) Determine area totals for existing pervious and impervious areas, new and replaced surfaces.
  - c) Assess applicability of overall Minimum Requirements and individual thresholds for LID, water quality, and flow control.
  - d) Select preliminary BMPs for LID, water quality, and flow control.
  - e) Document findings in Preliminary Stormwater Report.
3. Prepare preliminary stormwater facilities quantities.
4. Prepare preliminary Engineer's Estimate for stormwater facilities.
5. Submit draft Preliminary Stormwater Report for Agency review.
6. Prepare final Preliminary Stormwater Report.

#### **4.1.6.2 Final Stormwater Report:**

1. Prepare final stormwater report:
  - a) Finalize project limits and assess final threshold discharge areas (TDA).
  - b) Finalize final area totals for existing pervious and impervious areas, new and replaced surfaces.
  - c) Finalize final overall Minimum Requirements and individual thresholds for LID, water quality, and flow control.
  - d) Finalize BMPs for LID, water quality, and flow control.
  - e) Determine design storm for conveyance calculations and sizing.
  - f) Document findings in Final Stormwater Report.
  - g) Update Stormwater Report to include changes made for the 75% PS&E.
  - h) Prepare the SWPPP.
  - i) Prepare Final Maintenance Plan.

#### **Deliverables:**

- a) Preliminary Stormwater Report and Final Stormwater Report (PDF file format)
- b) Stormwater facilities quantities and Engineer's Estimate (PDF file format)
- c) Stormwater Pollution Prevention Plan SWPPP (PDF file format)
- d) Final Maintenance Plan (PDF file format)

## **4.2 ILLUMINATION and ELECTRICAL DESIGN**

The Consultant will provide Illumination and Electrical design to ensure that the illumination facilities for the proposed pedestrian sidewalk, multi-use path, bike lane, and pedestrian-bike bridge meet all applicable standards and requirements of the current versions of the WSDOT Design Manual, the WSDOT Local Agency Guidelines, the AASHTO Policy on Geometric Design of Highways and Streets, the AASHTO Guide for the Development of Bicycle Facilities, and the AASHTO Roadway Lighting Design Guide.

Illumination and Electrical Design tasks to include:

### **4.2.1 Preliminary Illumination and Electrical Design**

1. One site visit with Agency staff to observe the existing lighting facilities.
2. Analysis of pedestrian lighting needs for sidewalk, multi-use path, bike lane, and pedestrian-bike bridge.
3. Selection and recommendation of lighting equipment and standards.
4. Submit Preliminary Illumination and Electrical Plan for Agency review.
5. Coordination with Jefferson County Public Utility District.

#### **4.2.2 Final Illumination and Electrical Design**

1. Design of illumination light levels/coverage layout plan for sidewalk, bike lane, multi-use path, and pedestrian-bike bridge.
2. Design of light standards, bases, and foundation.
3. Design of illumination conduit, junction box equipment and locations.
4. Design of illumination system power source conduit and connection.
5. Coordination with all existing illumination and other utilities.
6. Design for 20' minimum circumferential clearance from all overhead powerlines.
7. Preparation of lighting, pole, and conduit schedules
8. Preparation of lighting quantities and cost estimates.
9. Preparation of Final Illumination and Electrical Plan

#### **Assumptions:**

1. There are nine (9) existing street lights on power poles within the limits of the project. The pedestrian lighting will be coordinated with the existing overhead street lights.
2. The Agency will provide existing lighting data (bulb type, bulb wattage, and mounting height) from the utility company to the Consultant, for analyzing the existing lighting facilities.

#### **Deliverables:**

- a) Illumination design calculations technical memo (PDF file format).
- b) Preliminary Illumination and Electrical Plan (PDF file format).
- c) Final Illumination and Electrical Plan for bidding and construction (Civil 3D/AutoCAD file format) (PDF file format).

### **TASK 5 – PUBLIC OUTREACH**

#### **5.1 PUBLIC OUTREACH MEETINGS**

The Agency will prepare display exhibits for use in public outreach meetings and conduct the public meetings. The Agency anticipates holding two public meetings: one to present the preliminary project design and one to present the final project design.

The Consultant will attend all public outreach meetings and provide technical assistance prior to, during, and after the meetings as required. Any public outreach support materials will be provided by the Consultant from materials already prepared for other scope of work tasks.

#### **Deliverables:**

- a) Supporting technical assistance materials as needed.
- b) Post-meeting technical support materials if required.



## **Climate Commitment Act Funding Requirements**

### **Ensure coordinated Climate Commitment Act branding**

The SR 19 Rhody Drive Ped-Bike Improvements – South Segment project received funding from Washington’s Climate Commitment Act (CCA). To strengthen public awareness of how CCA funding is used, the Office of the Governor is directing state agencies that administer funding or manage a CCA-supported program to ensure consistent branding and funding acknowledgments are used in all communications and included in funding agreements and contracts. The “Climate Commitment Act” logo and funding acknowledgment make it easy for consumers and the public to see how the state is using CCA funds to reduce climate pollution, create jobs, and improve public health and the environment, particularly for low-income and overburdened populations.”

The following provisions apply to all contractors, subcontractors, service providers and others who assist the Consultant in implementing the SR 19 Rhody Drive Ped-Bike Improvements – South Segment project.

**Logo requirements.** The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at [climate.wa.gov/brandtoolkit](http://climate.wa.gov/brandtoolkit).

- Any SR 19 Rhody Drive Ped-Bike Improvements – South Segment project website or webpage that includes logos from other funding partners.
- Any SR 19 Rhody Drive Ped-Bike Improvements – South Segment project media or public information materials that include logos from other funding partners.
- On-site signage (pre-construction signs and during construction signs)

**Funding source acknowledgement.** This standard funding language must be used on websites and included in announcements, press releases and publications used for media-related activities, publicity and public outreach.

“The SR 19 Rhody Drive Ped-Bike Improvements – South Segment project is supported with funding from Washington’s Climate Commitment Act. The CCA supports Washington’s climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at [www.climate.wa.gov](http://www.climate.wa.gov).”

## ***Exhibit B***

### ***DBE Participation Plan***

---

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

This project has a 0% mandatory DBE goal.



# ***Exhibit C***

## ***Preparation and Delivery of Electronic Engineering and Other Data***

---

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

### **I. Surveying, Roadway Design & Plans Preparation Section**

#### **A. Survey Data**

#### **B. Roadway Design Files**

Autodesk AutoCAD / Civil 3D ".DWG" file format (2018 format or newer)  
Portable Document Format ".PDF" file format  
Surface models: Land XML ".XML" file format

#### **C. Computer Aided Drafting Files**

Autodesk AutoCAD / Civil 3D ".DWG" file format (2018 format or newer)  
AutoCAD Plot Files ".CTB" file format  
Portable Document Format ".PDF" file format

**D. Specify the Agency's Right to Review Product with the Consultant**

The Agency shall have the right to review and request revisions for all documents and files produced for this project.

**E. Specify the Electronic Deliverables to Be Provided to the Agency**

See Exhibit A - Scope of Work

**F. Specify What Agency Furnished Services and Information Is to Be Provided**

See Exhibit A - Scope of Work



## II. Any Other Electronic Files to Be Provided

## III. Methods to Electronically Exchange Data

Acceptable methods include: email, FTP site, memory storage drives, or other mutually agreed upon methods.

A. Agency Software Suite

Microsoft Office, Autodesk Architecture Engineering & Construction Collection, Bluebeam Revu

B. Electronic Messaging System

Microsoft Outlook

C. File Transfers Format

See Item III



This page is intentionally left blank

EXHIBIT D  
Prime Consultant Cost Computations  
Shea Carr & Jewell, Inc.  
SR 19 Rhody Drive Ped.-Bike Improvements - South Segment

Consultant Fee Determination

**DIRECT SALARY COST**

| <u>Classification</u> | <u>Hours</u> | <u>Direct Hourly Rate</u> | <u>Amount</u> |
|-----------------------|--------------|---------------------------|---------------|
| Principal             | 136.0        | \$100.98                  | \$13,733.18   |
| PM3 Project Manager   | 245.0        | \$75.92                   | \$18,600.40   |
| Senior Technician     | 272.0        | \$55.04                   | \$14,970.88   |
| T3 Technician         | 272.0        | \$35.50                   | \$9,656.00    |
| PM3 Project Manager   | 46.0         | \$73.71                   | \$3,390.66    |
| E3 Engineer           | 184.0        | \$43.45                   | \$7,994.80    |
| P3 Planner            | 0.0          | \$45.14                   | \$0.00        |
| Project Accountant    | 16.0         | \$37.50                   | \$600.00      |

**Total Direct Salary Cost \$68,945.92**

**OVERHEAD**

Overhead Rate: 174.81% Direct Salary Cost: **\$68,945.92** Overhead Cost **\$120,524.37**

**FIXED FEE**

Fixed Fee Rate: 29.00% Direct Salary Cost: **\$68,945.92** Fixed Fee Cost **\$19,994.32**

**TOTAL SALARY COST**

**Total Salary Cost \$209,464.61**

**SUBCONSULTANTS**

|                   |                 |                                                    |          |
|-------------------|-----------------|----------------------------------------------------|----------|
| Sage Geotechnical | PHASE 02        | Geotechnical Investigatin, Analysis, and Design    | \$44,196 |
| Westland          | PHASE 03        | Environmental Permitting/Section 106 Cultural Resi | \$21,130 |
| Confluence        | Multiple Phases | Multiple Phases                                    | \$46,681 |
| Sargent Engineers | Multiple Phases | Multiple Phases                                    | \$54,057 |

**Subconsultant Fee Subtotal: \$0 \$166,063.42**

**Subconsultant Markup: 0% \$0.00**

**REIMBURSABLE EXPENSES**

|                        |      |                            |          |
|------------------------|------|----------------------------|----------|
| Copies, Printing, etc. | 0.5% | of the Direct Salary Costs | \$344.73 |
| Mileage                | 600  | miles at \$0.670 per mile  | \$402.00 |

**Expenses Subtotal: \$746.73**

**Expenses Markup: 0% \$0.00**

**SUBTOTAL (SALARY, SUBCONSULTANTS AND EXPENSES)**

Subtotal (Salary, Subconsultants and Expenses) **\$376,274.76**

**MANAGEMENT RESERVE FUND (MRF)**

Management Reserve: \$25,000 **\$25,000.00**

**Total Estimated Budget: \$401,274.76**



|                           |                                                                 | Scott Sawyer | Patrick Holm        | Matt Weyrauch     | Alex Johnson  | Whitney Holm        | Rikki Martinez | Laura Barker | Jackie Johnson     |                                 |
|---------------------------|-----------------------------------------------------------------|--------------|---------------------|-------------------|---------------|---------------------|----------------|--------------|--------------------|---------------------------------|
| Phase & Task No.          | Phase & Task Title                                              | Principal    | PM3 Project Manager | Senior Technician | T3 Technician | PM3 Project Manager | E3 Engineer    | P3 Planner   | Project Accountant | Total Direct Labor Hours & Cost |
| PHASE 01                  | Project Management                                              |              |                     |                   |               |                     |                |              |                    |                                 |
| Task 01                   | Project Schedule                                                |              |                     |                   |               |                     |                |              |                    |                                 |
| 1                         | Project Schedule                                                | 16.0         |                     |                   |               |                     |                |              |                    | 16.0                            |
| 2                         | Project Startup Meeting                                         | 4.0          | 4.0                 |                   |               |                     |                |              |                    | 8.0                             |
| 3                         | Progress Meetings                                               | 6.0          | 6.0                 |                   |               |                     |                |              |                    | 12.0                            |
| 4                         | Progress Reports and Monthly Billings                           | 8.0          |                     |                   |               |                     |                |              | 8.0                | 16.0                            |
| 5                         | Subconsultant Management                                        | 16.0         | 4.0                 |                   |               |                     |                |              | 8.0                | 28.0                            |
| 6                         | Quality Assurance Reviews                                       | 20.0         | 32.0                |                   |               |                     |                |              |                    | 52.0                            |
| Subtotal Hours:           |                                                                 | 70.0         | 46.0                |                   |               |                     |                |              | 16.0               | 132.0                           |
| Total Phase Hours:        |                                                                 | 70.0         | 46.0                |                   |               |                     |                |              | 16.0               | 132.0                           |
| Total Phase Direct Labor: |                                                                 | \$7,068.55   | \$3,492.32          |                   |               |                     |                |              | \$600.00           | \$11,160.87                     |
| PHASE 02                  | Geotechnical Investigatin, Analysis, and Design                 |              |                     |                   |               |                     |                |              |                    |                                 |
| Task 01                   | Geotechnical Exploration                                        |              |                     |                   |               |                     |                |              |                    |                                 |
| 1                         | Geotechnical Exploration                                        |              |                     |                   |               |                     |                |              |                    |                                 |
| 2                         | Draft Geotechnical Report                                       |              |                     |                   |               |                     |                |              |                    |                                 |
| 3                         | Final Geotechnical Report                                       |              |                     |                   |               |                     |                |              |                    |                                 |
| Subtotal Hours:           |                                                                 |              |                     |                   |               |                     |                |              |                    |                                 |
| Total Phase Hours:        |                                                                 |              |                     |                   |               |                     |                |              |                    |                                 |
| Total Phase Direct Labor: |                                                                 |              |                     |                   |               |                     |                |              |                    |                                 |
| PHASE 03                  | Environmental Permitting/Section 106 Cultural Resources Review  |              |                     |                   |               |                     |                |              |                    |                                 |
| Task 01                   | Preliminary Environmental Review                                |              |                     |                   |               |                     |                |              |                    |                                 |
| 1                         | Review and analysis of available information                    | 2.0          | 8.0                 |                   |               |                     |                |              |                    | 10.0                            |
| 2                         | Field reconnaissance to delineate creek and wetland boundaries  |              |                     |                   |               |                     |                |              |                    |                                 |
| 3                         | Collect information to evaluate potential environmental impacts |              |                     |                   |               |                     |                |              |                    |                                 |
| Subtotal Hours:           |                                                                 | 2.0          | 8.0                 |                   |               |                     |                |              |                    | 10.0                            |
| Task 02                   | Section 106 Cultural Resources Review                           |              |                     |                   |               |                     |                |              |                    |                                 |
| 1                         | Background Review                                               |              |                     |                   |               |                     |                |              |                    |                                 |
| 2                         | Fieldwork Methodology                                           |              |                     |                   |               |                     |                |              |                    |                                 |
| Subtotal Hours:           |                                                                 |              |                     |                   |               |                     |                |              |                    |                                 |
| Task 03                   | Environmental Permitting / Documentation                        |              |                     |                   |               |                     |                |              |                    |                                 |
| 1                         | Stakeholder and Agency Meetings                                 | 16.0         | 16.0                |                   |               |                     |                |              |                    | 32.0                            |
| 2                         | Permits                                                         |              |                     |                   |               |                     |                |              |                    |                                 |
| 2.1                       | JARPA and HPA Applications and Drawings                         |              |                     | 4.0               |               | 4.0                 | 24.0           |              |                    | 32.0                            |
| 2.2                       | Jefferson County Critical Areas and Shorelines Review Report    |              |                     |                   |               |                     |                |              |                    |                                 |
| 3                         | Environmental Documentation                                     |              |                     |                   |               |                     |                |              |                    |                                 |
| 3.1                       | Biological Assessment                                           |              |                     | 12.0              |               |                     |                |              |                    | 12.0                            |
| 3.2                       | Wetland and Stream Assessment Report                            |              |                     |                   |               |                     |                |              |                    |                                 |
| 3.3                       | Mitigation Plan                                                 |              |                     |                   |               |                     |                |              |                    |                                 |
| 3.4                       | SEPA Checklist                                                  | 2.0          | 8.0                 |                   |               |                     |                |              |                    | 10.0                            |
| 3.5                       | Documentation of NEPA Compliance                                | 2.0          | 8.0                 | 12.0              |               | 2.0                 |                |              |                    | 24.0                            |
| Subtotal Hours:           |                                                                 | 20.0         | 32.0                | 28.0              |               | 6.0                 | 24.0           |              |                    | 110.0                           |
| Total Phase Hours:        |                                                                 | 22.0         | 40.0                | 28.0              |               | 6.0                 | 24.0           |              |                    | 120.0                           |
| Total Phase Direct Labor: |                                                                 | \$2,221.54   | \$3,036.80          | \$1,541.12        |               | \$442.26            | \$1,042.80     |              |                    | \$8,284.52                      |
| PHASE 04                  | Engineering                                                     |              |                     |                   |               |                     |                |              |                    |                                 |
| Task 01                   | Civil Design                                                    |              |                     |                   |               |                     |                |              |                    |                                 |
| 1                         | Preliminary Design Report                                       | 4.0          | 12.0                | 32.0              | 40.0          | 4.0                 | 20.0           |              |                    | 112.0                           |
| 2                         | Civil Design 30% Level                                          | 4.0          | 24.0                | 76.0              | 108.0         | 4.0                 | 28.0           |              |                    | 244.0                           |

|                                            |                                                     | Scott Sawyer | Patrick Holm        | Matt Weyrauch     | Alex Johnson  | Whitney Holm        | Rikki Martinez | Laura Barker | Jackie Johnson     |                                 |
|--------------------------------------------|-----------------------------------------------------|--------------|---------------------|-------------------|---------------|---------------------|----------------|--------------|--------------------|---------------------------------|
| Phase & Task No.                           | Phase & Task Title                                  | Principal    | PM3 Project Manager | Senior Technician | T3 Technician | PM3 Project Manager | E3 Engineer    | P3 Planner   | Project Accountant | Total Direct Labor Hours & Cost |
| 3                                          | Civil Design 75% Level                              | 8.0          | 32.0                | 40.0              | 44.0          | 4.0                 | 20.0           |              |                    | 148.0                           |
| 4                                          | Civil Design 100% (Final) Level                     | 12.0         | 16.0                | 32.0              | 32.0          | 2.0                 | 16.0           |              |                    | 110.0                           |
| 5                                          | Utility Coordination                                |              |                     |                   |               |                     |                |              |                    |                                 |
| 5.1                                        | Coordination/Meetings with Utilities                |              | 40.0                |                   |               |                     |                |              |                    | 40.0                            |
| 5.2                                        | Coordination/Review and Utility Conflict Resolution |              |                     | 20.0              |               |                     |                |              |                    | 20.0                            |
| 6                                          | Stormwater Facilities Design                        |              |                     |                   |               |                     |                |              |                    |                                 |
| 6.1                                        | Preliminary Stormwater Report                       |              | 2.0                 |                   |               | 20.0                | 44.0           |              |                    | 66.0                            |
| 6.2                                        | Final Stormwater Report                             |              | 1.0                 |                   |               | 6.0                 | 32.0           |              |                    | 39.0                            |
| Subtotal Hours:                            |                                                     | 28.0         | 127.0               | 200.0             | 224.0         | 40.0                | 160.0          |              |                    | 779.0                           |
| Task 02 Illumination and Electrical Design |                                                     |              |                     |                   |               |                     |                |              |                    |                                 |
| 1                                          | Preliminary Illumination and Electrical Design      | 2.0          | 4.0                 | 20.0              | 16.0          |                     |                |              |                    | 42.0                            |
| 2                                          | Final Illumination and Electrical Design            | 2.0          | 16.0                | 24.0              | 32.0          |                     |                |              |                    | 74.0                            |
| Subtotal Hours:                            |                                                     | 4.0          | 20.0                | 44.0              | 48.0          |                     |                |              |                    | 116.0                           |
| Total Phase Hours:                         |                                                     | 32.0         | 147.0               | 244.0             | 272.0         | 40.0                | 160.0          |              |                    | 895.0                           |
| Total Phase Direct Labor:                  |                                                     | \$3,231.34   | \$11,160.24         | \$13,429.76       | \$9,656.00    | \$2,948.40          | \$6,952.00     |              |                    | \$47,377.74                     |
| PHASE 05 Public Outreach                   |                                                     |              |                     |                   |               |                     |                |              |                    |                                 |
| Task 01 Public Outreach Meetings           |                                                     |              |                     |                   |               |                     |                |              |                    |                                 |
| 1                                          | Public Outreach Meetings                            | 12.0         | 12.0                |                   |               |                     |                |              |                    | 24.0                            |
| Subtotal Hours:                            |                                                     | 12.0         | 12.0                |                   |               |                     |                |              |                    | 24.0                            |
| Total Phase Hours:                         |                                                     | 12.0         | 12.0                |                   |               |                     |                |              |                    | 24.0                            |
| Total Phase Direct Labor:                  |                                                     | \$1,211.75   | \$911.04            |                   |               |                     |                |              |                    | \$2,122.79                      |
| Total Hours All Phases                     |                                                     | 136.0        | 245.0               | 272.0             | 272.0         | 46.0                | 184.0          |              | 16.0               | 1,171.0                         |
| Total Direct Labor Estimate All Phases     |                                                     | \$13,733.18  | \$18,600.40         | \$14,970.88       | \$9,656.00    | \$3,390.66          | \$7,994.80     |              | \$600.00           | \$68,945.92                     |





**Washington State  
Department of Transportation**

**Development Division**  
Contract Services Office  
PO Box 47408  
Olympia, WA 98504-7408  
7345 Linderson Way SW  
Tumwater, WA 98501-6504

TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

June 13, 2024

Shea Carr & Jewell, Inc dba SCJ Alliance  
8760 Tallon Ln NE, Suite 200  
Lacey, WA 98513

Subject: Acceptance FYE 2023 ICR – CPA Report

Dear Tammy McDonald:

We have accepted your firm's FYE 2023 Indirect Cost Rate (ICR) of 174.81% (rate includes 0.41% Facilities Capital Cost of Money) based on the "Independent CPA Report" prepared by Stambaugh Ness. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 704-6397 or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards,

*Schatzie Harvey*

Schatzie Harvey (Jun 13, 2024 14:05 PDT)

SCHATZIE HARVEY, CPA  
Contract Services Manager

SH: sms

**SHEA, CARR & JEWELL, INC., DBA SCJ ALLIANCE**  
Statement of Direct Labor, Fringe Benefits, and General Overhead  
For the Year Ended December 31, 2023

| Description                             | Financial Stmt<br>Expense | Unallowable<br>Costs | Reference   | Total<br>Proposed    | % of<br>Direct<br>Labor |
|-----------------------------------------|---------------------------|----------------------|-------------|----------------------|-------------------------|
| Direct Labor                            | \$ 7,306,222              | \$ -                 |             | \$ 7,306,222         |                         |
| <b>INDIRECT COSTS</b>                   |                           |                      |             |                      |                         |
| <b>Fringe Benefits:</b>                 |                           |                      |             |                      |                         |
| Employee group insurance                | \$ 1,260,098              | \$ -                 |             | \$ 1,260,098         |                         |
| ESOP contributions                      | 164,231                   | 41,773               | (1)         | 206,004              |                         |
| Incentive compensation                  | 75,750                    | (5,000)              | (2)         | 70,750               |                         |
| Payroll taxes                           | 1,057,928                 | (5,554)              | (3)         | 1,052,374            |                         |
| PTO (vacation, sick and holiday)        | 1,634,657                 | -                    |             | 1,634,657            |                         |
| Workers compensation                    | 45,227                    | -                    |             | 45,227               |                         |
| Other employee benefits                 | 116,255                   | (116,255)            | (4)(5)      | -                    |                         |
| <b>Total Fringe Benefits</b>            | <b>4,354,146</b>          | <b>(85,036)</b>      |             | <b>4,269,110</b>     | <b>58.43%</b>           |
| <b>General Overhead:</b>                |                           |                      |             |                      |                         |
| Indirect labor                          | 4,996,112                 | (73,642)             | (6)(7)      | 4,922,470            |                         |
| Auto                                    | 37,745                    | (1,386)              | (8)         | 36,359               |                         |
| Bank charges                            | 10,691                    | (801)                | (9)         | 9,890                |                         |
| Business development                    | 18,533                    | (18,533)             | (6)         | -                    |                         |
| Computer equipment and supplies         | 97,488                    | -                    |             | 97,488               |                         |
| Conferences, seminars and training      | 123,643                   | (2,874)              | (6)         | 120,769              |                         |
| Contributions                           | 35,341                    | (35,341)             | (10)        | -                    |                         |
| Depreciation and amortization           | 273,776                   | (53,349)             | (11)        | 220,427              |                         |
| Dues and licenses                       | 98,593                    | (12,920)             | (12)        | 85,673               |                         |
| Equipment rental and maintenance        | 66,201                    | (6,507)              | (8)         | 59,694               |                         |
| (Gain) loss on disposal of fixed assets | 1,939                     | -                    |             | 1,939                |                         |
| Insurance                               | 167,532                   | (4,374)              | (13)        | 163,158              |                         |
| Insurance (key person)                  | 11,553                    | (11,553)             | (14)        | -                    |                         |
| Interest                                | 427,060                   | (427,060)            | (15)        | -                    |                         |
| Meals and entertainment                 | 48,897                    | (28,662)             | (6)         | 20,235               |                         |
| Office repairs and maintenance          | 113,233                   | -                    |             | 113,233              |                         |
| Office supplies                         | 430,918                   | (151)                | (6)         | 430,767              |                         |
| Payroll services                        | 18,189                    | -                    |             | 18,189               |                         |
| Postage, shipping and delivery          | 7,744                     | (333)                | (6)         | 7,411                |                         |
| Printing and reproduction               | 9,483                     | -                    |             | 9,483                |                         |
| Professional fees                       | 156,100                   | (4,344)              | (7)         | 151,756              |                         |
| Public relations and advertising costs  | 13,871                    | (13,871)             | (6)         | -                    |                         |
| Publications and reference materials    | 5,816                     | -                    |             | 5,816                |                         |
| Rent                                    | 690,652                   | -                    |             | 690,652              |                         |
| Software licenses and agreements        | 755,577                   | -                    |             | 755,577              |                         |
| Taxes                                   | 397,522                   | -                    |             | 397,522              |                         |
| Telephone                               | 172                       | -                    |             | 172                  |                         |
| Travel                                  | 184,392                   | (17,735)             | (6)(16)(17) | 166,657              |                         |
| Direct cost recovery                    | -                         | (12,174)             | (16)        | (12,174)             |                         |
| <b>Total General Overhead</b>           | <b>9,198,773</b>          | <b>(725,610)</b>     |             | <b>8,473,163</b>     | <b>115.97%</b>          |
| <b>Total Indirect Costs</b>             | <b>\$ 13,552,919</b>      | <b>\$ (810,646)</b>  |             | <b>\$ 12,742,273</b> | <b>174.40%</b>          |
| <b>Facilities Capital Cost of Money</b> |                           |                      |             | <b>\$ 29,924</b>     | <b>0.41%</b>            |

See Accompanying Notes



**SHEA, CARR & JEWELL, INC., DBA SCJ ALLIANCE**  
Description of FAR References and Audit Adjustments  
For the Year Ended December 31, 2023

---

- (1) 31.205-6(q) Compensation for personal services - The costs of an employee stock ownership plan are allowable as measured, assigned, and allocated in accordance with 48 CFR 9904-415.
- (2) 31.201-2(d) Determining allowability - Costs not supported with documentation are unallowable.
- (3) 31.201-6(a) Accounting for unallowable costs - When an unallowable cost is incurred, its directly associated costs are also unallowable.
- (4) 31.205-14 Entertainment costs - Costs of amusement, diversions, social activities, and any directly associated costs such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities are unallowable.
- (5) 31.205-6(i)(1) Compensation for personal services - Any compensation which is calculated, or valued, based on changes in the price of corporate securities is unallowable.
- (6) 31.205-1 Public relations and advertising costs - Public relations and advertising costs designed to call favorable attention to the contractor and its activities are unallowable.
- (7) 31.205-27(a)(2) Organization costs - All costs incurred in connection with planning or executing the organization or reorganization of the corporate structure of a business, including mergers and acquisitions, or raising capital are unallowable.
- (8) 31.201-3(b)(1) Determining reasonableness - Costs generally not recognized as ordinary and necessary for the conduct of business are unallowable.
- (9) 31.205-15 Fines, penalties, and mischarging costs - Costs of fines and penalties are unallowable.
- (10) 31.205-8 Contributions or donations - Contributions or donations are unallowable.
- (11) 31.205-49 Goodwill - Costs for amortization, expensing, write-off, or write-down of goodwill (however represented) are unallowable.
- (12) 31.205-22(a)(1) Lobbying and political activity costs - Costs associated with attempts to influence the outcomes of any federal, state, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activities are unallowable.
- (13) 31.201-2(a)(3) Determining allowability - Accounting for costs of another accounting period are unallowable.
- (14) 31.205-19(e)(2)(v) Insurance and indemnification - Costs of insurance on the lives of officers that does not represent additional compensation and the company is the beneficiary of the policy are unallowable.
- (15) 31.205-20 Interest and other financial costs - Interest on borrowings (however represented) are unallowable.
- (16) 31.202 Direct costs - Direct costs of the contract shall be charged directly to the contract. The Company records its direct in-house cost recovery for its fleet vehicles as an offset to overhead travel. This adjustment reclasses the direct in-house recovery for schedule presentation purposes.
- (17) 31.201-5 Credits - The applicable portion of any income, rebate, allowance, or other credit relating to any allowable cost and received by or accruing to the contractor shall be credited to the Government either as a cost reduction or by cash refund.

See Accompanying Notes

EXHIBIT E-1  
Sub-consultant Cost Computations  
Sage Geotechnical, LLC  
SR 19 Rhody Drive Ped.-Bike Improvements - South Segment

**Subconsultant Fee Determination**

*DIRECT SALARY COST*

| <u>Classification</u>           | <u>Hours</u> | <u>Direct Hourly Rate</u> | <u>Amount</u>   |
|---------------------------------|--------------|---------------------------|-----------------|
| Principal Engineer              | 40.0         | \$48.08                   | \$1,923         |
| Principal Engineer              | 10.0         | \$48.08                   | \$481           |
| Senior Engineer III             | 120.0        | \$48.08                   | \$5,770         |
| Senior Engineer II              | 40.0         | \$45.67                   | \$1,827         |
| Senior Project Controller       | 20.0         | \$40.87                   | \$817           |
| <b>Total Direct Salary Cost</b> |              |                           | <b>\$10,818</b> |

*OVERHEAD*

|                |         |                              |                      |                 |
|----------------|---------|------------------------------|----------------------|-----------------|
| Overhead Rate: | 120.00% | Direct Salary Cost: \$10,818 | <b>Overhead Cost</b> | <b>\$12,981</b> |
|----------------|---------|------------------------------|----------------------|-----------------|

*FIXED FEE*

|                 |        |                              |                       |                |
|-----------------|--------|------------------------------|-----------------------|----------------|
| Fixed Fee Rate: | 29.00% | Direct Salary Cost: \$10,818 | <b>Fixed Fee Cost</b> | <b>\$3,137</b> |
|-----------------|--------|------------------------------|-----------------------|----------------|

*TOTAL SALARY COST*

**Total Salary Cost \$26,936**

*REIMBURSABLE EXPENSES*

|                           |      |                                 |                 |
|---------------------------|------|---------------------------------|-----------------|
| Copies, Printing, etc.    | 0.0% | of the Direct Salary Costs      | \$0             |
| Mileage                   | 520  | miles at \$0.670 per mile       | \$348           |
| Vendor 1                  |      | Driller                         | \$11,311        |
| Vendor 2                  |      | PIT Testing Excavator/Water     | \$5,200         |
| Vendor 3                  |      | CEC and Organic Content Testing | \$400           |
| <b>Expenses Subtotal:</b> |      |                                 | <b>\$17,259</b> |
| <b>Expenses Markup:</b>   |      |                                 | <b>\$0</b>      |

*SUBTOTAL (SALARY AND EXPENSES)*

Subtotal (Salary, Subconsultants and Expenses) **\$44,196**

**Total Estimated Budget: \$44,196**



|                                                                                |                                                                 | Calvin<br>McCaughan   | Daniel<br>Simpson     | Lance<br>Levine        | Annabel<br>Irwin      | Mallory<br>Skinner              |                                       |              |
|--------------------------------------------------------------------------------|-----------------------------------------------------------------|-----------------------|-----------------------|------------------------|-----------------------|---------------------------------|---------------------------------------|--------------|
| Phase &<br>Task No.                                                            | Phase & Task Title                                              | Principal<br>Engineer | Principal<br>Engineer | Senior<br>Engineer III | Senior<br>Engineer II | Senior<br>Project<br>Controller | Total Direct<br>Labor Hours &<br>Cost | Total Cost   |
| <b>PHASE 01 Project Management</b>                                             |                                                                 |                       |                       |                        |                       |                                 |                                       |              |
| <b>Task 01</b>                                                                 | <b>Project Schedule</b>                                         |                       |                       |                        |                       |                                 |                                       |              |
| 1                                                                              | Project Schedule                                                |                       |                       |                        |                       |                                 |                                       | \$ -         |
| 2                                                                              | Project Startup Meeting                                         |                       |                       |                        |                       |                                 |                                       | \$ -         |
| 3                                                                              | Progress Meetings                                               |                       |                       |                        |                       |                                 |                                       | \$ -         |
| 4                                                                              | Progress Reports and Monthly Billings                           |                       |                       |                        |                       |                                 |                                       | \$ -         |
| 5                                                                              | Subconsultant Management                                        |                       |                       |                        |                       |                                 |                                       | \$ -         |
| 6                                                                              | Quality Assurance Reviews                                       |                       |                       |                        |                       |                                 |                                       | \$ -         |
| Subtotal Hours:                                                                |                                                                 |                       |                       |                        |                       |                                 |                                       | \$ -         |
| Total Phase Hours:                                                             |                                                                 |                       |                       |                        |                       |                                 |                                       |              |
| Total Phase Direct Labor:                                                      |                                                                 |                       |                       |                        |                       |                                 |                                       | \$ -         |
| <b>PHASE 02 Geotechnical Investigatin, Analysis, and Design</b>                |                                                                 |                       |                       |                        |                       |                                 |                                       |              |
| <b>Task 01</b>                                                                 | <b>Geotechnical Exploration</b>                                 |                       |                       |                        |                       |                                 |                                       |              |
| 1                                                                              | Geotechnical Exploration                                        | 12.0                  | 2.0                   | 32.0                   | 24.0                  | 4.0                             | 74.0                                  | \$ 8,643.39  |
| 2                                                                              | Draft Geotechnical Report                                       | 20.0                  | 6.0                   | 60.0                   | 16.0                  | 12.0                            | 114.0                                 | \$ 13,336.54 |
| 3                                                                              | Final Geotechnical Report                                       | 8.0                   | 2.0                   | 28.0                   |                       | 4.0                             | 42.0                                  | \$ 4,956.39  |
| Subtotal Hours:                                                                |                                                                 | 40.0                  | 10.0                  | 120.0                  | 40.0                  | 20.0                            | 230.0                                 | \$ 26,936.32 |
| Total Phase Hours:                                                             |                                                                 | 40.0                  | 10.0                  | 120.0                  | 40.0                  | 20.0                            | 230.0                                 | 230.0        |
| Total Phase Direct Labor:                                                      |                                                                 | \$1,923.20            | \$480.80              | \$5,769.60             | \$1,826.80            | \$817.40                        | \$10,817.80                           | \$ 26,936.32 |
| <b>PHASE 03 Environmental Permitting/Section 106 Cultural Resources Review</b> |                                                                 |                       |                       |                        |                       |                                 |                                       |              |
| <b>Task 01</b>                                                                 | <b>Preliminary Environmental Review</b>                         |                       |                       |                        |                       |                                 |                                       |              |
| 1                                                                              | Review and analysis of available information                    |                       |                       |                        |                       |                                 |                                       | \$ -         |
| 2                                                                              | Field reconnaissance to delineate creek and wetland boundaries  |                       |                       |                        |                       |                                 |                                       | \$ -         |
| 3                                                                              | Collect information to evaluate potential environmental impacts |                       |                       |                        |                       |                                 |                                       | \$ -         |
| Subtotal Hours:                                                                |                                                                 |                       |                       |                        |                       |                                 |                                       | \$ -         |
| <b>Task 02</b>                                                                 | <b>Section 106 Cultural Resources Review</b>                    |                       |                       |                        |                       |                                 |                                       |              |
| 1                                                                              | Background Review                                               |                       |                       |                        |                       |                                 |                                       | \$ -         |
| 2                                                                              | Fieldwork Methodology                                           |                       |                       |                        |                       |                                 |                                       | \$ -         |
| Subtotal Hours:                                                                |                                                                 |                       |                       |                        |                       |                                 |                                       | \$ -         |
| <b>Task 03</b>                                                                 | <b>Environmental Permitting / Documentation</b>                 |                       |                       |                        |                       |                                 |                                       |              |
| 1                                                                              | Stakeholder and Agency Meetings                                 |                       |                       |                        |                       |                                 |                                       | \$ -         |
| 2                                                                              | Permits                                                         |                       |                       |                        |                       |                                 |                                       | \$ -         |
| 2.1                                                                            | JARPA and HPA Applications and Drawings                         |                       |                       |                        |                       |                                 |                                       | \$ -         |
| 2.2                                                                            | Jefferson County Critical Areas and Shorelines Review Report    |                       |                       |                        |                       |                                 |                                       | \$ -         |
| 3                                                                              | Environmental Documentation                                     |                       |                       |                        |                       |                                 |                                       | \$ -         |
| 3.1                                                                            | Biological Assessment                                           |                       |                       |                        |                       |                                 |                                       | \$ -         |
| 3.2                                                                            | Wetland and Stream Assessment Report                            |                       |                       |                        |                       |                                 |                                       | \$ -         |
| 3.3                                                                            | Mitigation Plan                                                 |                       |                       |                        |                       |                                 |                                       | \$ -         |
| 3.4                                                                            | SEPA Checklist                                                  |                       |                       |                        |                       |                                 |                                       | \$ -         |
| 3.5                                                                            | Documentation of NEPA Compliance                                |                       |                       |                        |                       |                                 |                                       | \$ -         |
| Subtotal Hours:                                                                |                                                                 |                       |                       |                        |                       |                                 |                                       | \$ -         |
| Total Phase Hours:                                                             |                                                                 |                       |                       |                        |                       |                                 |                                       |              |
| Total Phase Direct Labor:                                                      |                                                                 |                       |                       |                        |                       |                                 |                                       | \$ -         |
| <b>PHASE 04 Engineering</b>                                                    |                                                                 |                       |                       |                        |                       |                                 |                                       |              |

|                                        |                                                     | Calvin<br>McCaughan   | Daniel<br>Simson      | Lence<br>Levine        | Annabel<br>Irwin      | Mallory<br>Skinner              |                                       |            |
|----------------------------------------|-----------------------------------------------------|-----------------------|-----------------------|------------------------|-----------------------|---------------------------------|---------------------------------------|------------|
| Phase &<br>Task No.                    | Phase & Task Title                                  | Principal<br>Engineer | Principal<br>Engineer | Senior<br>Engineer III | Senior<br>Engineer II | Senior<br>Project<br>Controller | Total Direct<br>Labor Hours &<br>Cost | Total Cost |
| Task 01                                | Civil Design                                        |                       |                       |                        |                       |                                 |                                       |            |
| 1                                      | Preliminary Design Report                           |                       |                       |                        |                       |                                 |                                       | \$ -       |
| 2                                      | Civil Design 30% Level                              |                       |                       |                        |                       |                                 |                                       | \$ -       |
| 3                                      | Civil Design 75% Level                              |                       |                       |                        |                       |                                 |                                       | \$ -       |
| 4                                      | Civil Design 100% (Final) Level                     |                       |                       |                        |                       |                                 |                                       | \$ -       |
| 5                                      | Utility Coordination                                |                       |                       |                        |                       |                                 |                                       | \$ -       |
| 5.1                                    | Coordination/Meetings with Utilities                |                       |                       |                        |                       |                                 |                                       | \$ -       |
| 5.2                                    | Coordination/Review and Utility Conflict Resolution |                       |                       |                        |                       |                                 |                                       | \$ -       |
| 6                                      | Stormwater Facilities Design                        |                       |                       |                        |                       |                                 |                                       | \$ -       |
| 6.1                                    | Preliminary Stormwater Report                       |                       |                       |                        |                       |                                 |                                       | \$ -       |
| 6.2                                    | Final Stormwater Report                             |                       |                       |                        |                       |                                 |                                       | \$ -       |
| Subtotal Hours:                        |                                                     |                       |                       |                        |                       |                                 |                                       | \$ -       |
| Task 02                                | Illumination and Electrical Design                  |                       |                       |                        |                       |                                 |                                       |            |
| 1                                      | Preliminary Illumination and Electrical Design      |                       |                       |                        |                       |                                 |                                       | \$ -       |
| 2                                      | Final Illumination and Electrical Design            |                       |                       |                        |                       |                                 |                                       | \$ -       |
| Subtotal Hours:                        |                                                     |                       |                       |                        |                       |                                 |                                       | \$ -       |
| Total Phase Hours:                     |                                                     |                       |                       |                        |                       |                                 |                                       |            |
| Total Phase Direct Labor:              |                                                     |                       |                       |                        |                       |                                 |                                       | \$ -       |
| PHASE 05 Public Outreach               |                                                     |                       |                       |                        |                       |                                 |                                       |            |
| Task 01                                | Public Outreach Meetings                            |                       |                       |                        |                       |                                 |                                       |            |
| 1                                      | Public Outreach Meetings                            |                       |                       |                        |                       |                                 |                                       | \$ -       |
| Subtotal Hours:                        |                                                     |                       |                       |                        |                       |                                 |                                       | \$ -       |
| Total Phase Hours:                     |                                                     |                       |                       |                        |                       |                                 |                                       |            |
| Total Phase Direct Labor:              |                                                     |                       |                       |                        |                       |                                 |                                       | \$ -       |
| Total Hours All Phases                 |                                                     | 40.0                  | 10.0                  | 120.0                  | 40.0                  | 20.0                            | 230.0                                 |            |
| Total Direct Labor Estimate All Phases |                                                     | \$1,923.20            | \$480.80              | \$5,769.60             | \$1,826.80            | \$817.40                        | \$10,817.80                           |            |





Transportation Building  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300  
360-705-7000  
TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

March 14, 2024

Mallory Skinner  
Sage Geotechnical, LLC  
724 Columbia Street, Suite 203  
Olympia, WA 98501

Re: Sage Geotechnical, LLC  
Safe Harbor Indirect Cost Rate Addendum

Dear Mallory:

Washington State has received approval from our local Federal Highway Administration (FHWA) Division to increase the Safe Harbor Indirect Cost Rates from 110% and 80% for home and field to 120% and 90% respectively.

You'll be able to update your rates on any WSDOT agreements based on the agreement terms. Please refer to your agreement for specific information on rate updates. For questions on updating your billing rate, please contact the Contract Services Office at [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

You may use the Safe Harbor Rate of 120%, or 90% for field office situations, for agreements entered prior to September 8, 2026. For agreements entered after this date, please contact the WSDOT Consultant Services Office (CSO) or our office for guidance.

The Safe Harbor Rate will not be subject to audit. Please coordinate with CSO or your Local Programs contact if you have questions about when to apply the Safe Harbor rate to your agreement.

If you have any questions, please contact Steve McKerney or me at (360)705-7799.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jarron Elter', with a long horizontal flourish extending to the right.

Jarron Elter  
Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit  
Maryna Ya  
File

EXHIBIT E-2  
Sub-consultant Cost Computations  
WestLand Resources, Inc.  
SR 19 Rhody Drive Ped.-Bike Improvements - South Segment

**Subconsultant Fee Determination**

***DIRECT SALARY COST***

| <u>Classification</u>           | <u>Hours</u> | <u>Direct Hourly Rate</u> | <u>Amount</u>  |
|---------------------------------|--------------|---------------------------|----------------|
| Principal                       | 6.5          | \$76.15                   | \$495          |
| PI/PM                           | 27.0         | \$42.93                   | \$1,159        |
| Arch historian II               | 3.0          | \$56.39                   | \$169          |
| Arch historian I                | 12.0         | \$25.48                   | \$306          |
| Crew Chief                      | 75.0         | \$30.00                   | \$2,250        |
| Crew Chief                      | 28.0         | \$30.50                   | \$854          |
| Editor                          | 9.0          | \$31.86                   | \$287          |
| Project Controller              | 4.0          | \$46.34                   | \$185          |
| GIS                             | 13.5         | \$38.48                   | \$519          |
| <b>Total Direct Salary Cost</b> |              |                           | <b>\$6,225</b> |

***OVERHEAD***

Overhead Rate: 198.88% Direct Salary Cost: \$6,225 **Overhead Cost \$12,379**

***FIXED FEE***

Fixed Fee Rate: 29.00% Direct Salary Cost: \$6,225 **Fixed Fee Cost \$1,805**

***TOTAL SALARY COST***

**Total Salary Cost \$20,409**

***REIMBURSABLE EXPENSES***

|                                                                                            |      |                            |              |
|--------------------------------------------------------------------------------------------|------|----------------------------|--------------|
| Copies, Printing, etc.                                                                     | 0.5% | of the Direct Salary Costs | \$31         |
| Travel Per Diem (2 travel days for 2 staff @ \$55,5 + 1 night lodging for 2 staff @ \$129) |      |                            | \$480        |
| Travel (misc.)                                                                             |      |                            | \$210        |
| Mileage                                                                                    | 0    | miles at \$0.670 per mile  | \$0          |
| <b>Expenses Subtotal:</b>                                                                  |      |                            | <b>\$721</b> |
| <b>Expenses Markup:</b>                                                                    |      |                            | <b>\$0</b>   |

***SUBTOTAL (SALARY AND EXPENSES)***

Subtotal (Salary, Subconsultants and Expenses) **\$21,130**

---

**Total Estimated Budget: \$21,130**

---





|                          |                                                | Husheer   | Christensen | Leistik            | McKinney          | Padavano   | Bush       | Middleton | Patterson          | McWilliams |                                 |            |
|--------------------------|------------------------------------------------|-----------|-------------|--------------------|-------------------|------------|------------|-----------|--------------------|------------|---------------------------------|------------|
| Phase & Task No.         | Phase & Task Title                             | Principal | PI/PM       | Arch. historian II | Arch. historian I | Crew Chief | Crew Chief | Editor    | Project Controller | GIS        | Total Direct Labor Hours & Cost | Total Cost |
| Task 02                  | illumination and Electrical Design             |           |             |                    |                   |            |            |           |                    |            |                                 |            |
| 1                        | Preliminary Illumination and Electrical Design |           |             |                    |                   |            |            |           |                    |            | \$ -                            |            |
| 2                        | Final Illumination and Electrical Design       |           |             |                    |                   |            |            |           |                    |            | \$ -                            |            |
|                          | Subtotal Hours:                                |           |             |                    |                   |            |            |           |                    |            | \$ -                            |            |
|                          | Total Phase Hours:                             |           |             |                    |                   |            |            |           |                    |            |                                 |            |
|                          | Total Phase Direct Labor:                      |           |             |                    |                   |            |            |           |                    |            | \$ -                            |            |
| PHASE 05 Public Outreach |                                                |           |             |                    |                   |            |            |           |                    |            |                                 |            |
| Task 01                  | Public Outreach Meetings                       |           |             |                    |                   |            |            |           |                    |            |                                 |            |
| 1                        | Public Outreach Meetings                       |           |             |                    |                   |            |            |           |                    |            | \$ -                            |            |
|                          | Subtotal Hours:                                |           |             |                    |                   |            |            |           |                    |            | \$ -                            |            |
|                          | Total Phase Hours:                             |           |             |                    |                   |            |            |           |                    |            |                                 |            |
|                          | Total Phase Direct Labor:                      |           |             |                    |                   |            |            |           |                    |            | \$ -                            |            |
|                          | Total Hours All Phases                         | 6.5       | 27.0        | 3.0                | 12.0              | 75.0       | 28.0       | 9.0       | 4.0                | 13.5       | 178.0                           |            |
|                          | Total Direct Labor Estimate All Phases         | \$494.98  | \$1,159.11  | \$169.17           | \$305.76          | \$2,250.00 | \$854.00   | \$286.74  | \$185.36           | \$519.48   | \$6,224.60                      |            |





**Washington State  
Department of Transportation**

**Development Division**  
Contract Services Office  
PO Box 47408  
Olympia, WA 98504-7408  
7345 Linderson Way SW  
Tumwater, WA 98501-6504

TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

August 12, 2024

WestLand Resources, Inc.  
4001 E Paradise Falls Dr  
Tucson, AZ 85712

Subject: Acceptance FYE 2023 ICR – Risk Assessment Review

Dear Melissa Adams:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2023 ICR of 198.88% of direct labor. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 704-6397 or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards,

*Schatzie Harvey*

Schatzie Harvey (Aug 13, 2024 06:24 PDT)

SCHATZIE HARVEY, CPA  
Contract Services Manager

SH:kb

EXHIBIT E-3  
Sub-consultant Cost Computations  
Confluence Environmental Company  
SR 19 Rhody Drive Ped.-Bike Improvements - South Segment

**DIRECT SALARY COST**

| <u>Classification</u>          | <u>Hours</u> | <u>Direct Hourly Rate</u> | <u>Amount</u>   |
|--------------------------------|--------------|---------------------------|-----------------|
| Managing Senior                | 172.0        | \$66.94                   | \$11,514        |
| Project Scientist I            | 65.0         | \$32.87                   | \$2,137         |
| Project Scientist I            | 44.0         | \$31.48                   | \$1,385         |
| Editor                         | 30.0         | \$37.12                   | \$1,114         |
| Accounting                     | 12.0         | \$34.00                   | \$408           |
| Accounting/Director of Fiannce | 4.0          | \$57.81                   | \$231           |
| Total Direct Salary Cost       |              |                           | <b>\$16,788</b> |

**OVERHEAD**

Overhead Rate: 146.96% Direct Salary Cost: \$16,788 **Overhead Cost \$24,672**

**FIXED FEE**

Fixed Fee Rate: 29.00% Direct Salary Cost: \$16,788 **Fixed Fee Cost \$4,869**

**TOTAL SALARY COST**

**Total Salary Cost \$46,329**

**REIMBURSABLE EXPENSES**

|                           |      |                            |              |
|---------------------------|------|----------------------------|--------------|
| Copies, Printing, etc.    | 0.5% | of the Direct Salary Costs | \$84         |
| Mileage                   | 400  | miles at \$0.670 per mile  | \$268        |
| <b>Expenses Subtotal:</b> |      |                            | <b>\$352</b> |
| <b>Expenses Markup:</b>   |      |                            | <b>\$0</b>   |

**SUBTOTAL (SALARY AND EXPENSES)**

Subtotal (Salary, Subconsultants and Expenses) **\$46,681**

---

**Total Estimated Budget: \$46,681**

---



|                                                                         |                                                                 | Kerrie<br>McArthur | Audrey<br>Michniak     | Charlie<br>Sherman     | Diana Hoffer | Rehana Ali | Nora Burton                           |                                    |              |
|-------------------------------------------------------------------------|-----------------------------------------------------------------|--------------------|------------------------|------------------------|--------------|------------|---------------------------------------|------------------------------------|--------------|
| Phase &<br>Task No.                                                     | Phase & Task Title                                              | Managing<br>Senior | Project<br>Scientist I | Project<br>Scientist I | Editor       | Accounting | Accounting/<br>Director of<br>Finance | Total Direct Labor<br>Hours & Cost | Total Cost   |
| PHASE 01 Project Management                                             |                                                                 |                    |                        |                        |              |            |                                       |                                    |              |
| Task 01                                                                 | Project Schedule                                                |                    |                        |                        |              |            |                                       |                                    |              |
| 1                                                                       | Project Schedule                                                | 4.0                |                        |                        |              | 4.0        |                                       | 8.0                                | \$ 1,114.22  |
| 2                                                                       | Project Startup Meeting                                         | 8.0                |                        |                        |              | 8.0        |                                       | 16.0                               | \$ 2,228.43  |
| 3                                                                       | Progress Meetings                                               |                    |                        |                        |              |            |                                       |                                    | \$ -         |
| 4                                                                       | Progress Reports and Monthly Billings                           |                    |                        |                        |              |            | 4.0                                   | 4.0                                | \$ 638.13    |
| 5                                                                       | Subconsultant Management                                        |                    |                        |                        |              |            |                                       |                                    | \$ -         |
| 6                                                                       | Quality Assurance Reviews                                       |                    |                        |                        |              |            |                                       |                                    | \$ -         |
| Subtotal Hours:                                                         |                                                                 | 12.0               |                        |                        |              | 12.0       | 4.0                                   | 28.0                               | \$ 3,980.78  |
| Total Phase Hours:                                                      |                                                                 | 12.0               |                        |                        |              | 12.0       | 4.0                                   | 28.0                               | 28.0         |
| Total Phase Direct Labor:                                               |                                                                 | \$803.28           |                        |                        |              | \$408.00   | \$231.24                              | \$1,442.52                         | \$ 3,980.78  |
| PHASE 02 Geotechnical Investigatin, Analysis, and Design                |                                                                 |                    |                        |                        |              |            |                                       |                                    |              |
| Task 01                                                                 | Geotechnical Exploration                                        |                    |                        |                        |              |            |                                       |                                    |              |
| 1                                                                       | Geotechnical Exploration                                        |                    |                        |                        |              |            |                                       |                                    | \$ -         |
| 2                                                                       | Draft Geotechnical Report                                       |                    |                        |                        |              |            |                                       |                                    | \$ -         |
| 3                                                                       | Final Geotechnical Report                                       |                    |                        |                        |              |            |                                       |                                    | \$ -         |
| Subtotal Hours:                                                         |                                                                 |                    |                        |                        |              |            |                                       |                                    | \$ -         |
| Total Phase Hours:                                                      |                                                                 |                    |                        |                        |              |            |                                       |                                    |              |
| Total Phase Direct Labor:                                               |                                                                 |                    |                        |                        |              |            |                                       |                                    | \$ -         |
| PHASE 03 Environmental Permitting/Section 106 Cultural Resources Review |                                                                 |                    |                        |                        |              |            |                                       |                                    |              |
| Task 01                                                                 | Preliminary Environmental Review                                |                    |                        |                        |              |            |                                       |                                    |              |
| 1                                                                       | Review and analysis of available information                    |                    |                        | 4.0                    |              |            |                                       | 4.0                                | \$ 347.49    |
| 2                                                                       | Field reconnaissance to delineate creek and wetland boundaries  | 12.0               | 13.0                   |                        |              |            |                                       | 25.0                               | \$ 3,395.94  |
| 3                                                                       | Collect information to evaluate potential environmental impacts |                    | 8.0                    | 8.0                    |              |            |                                       | 16.0                               | \$ 1,420.64  |
| Subtotal Hours:                                                         |                                                                 | 12.0               | 21.0                   | 12.0                   |              |            |                                       | 45.0                               | \$ 5,164.07  |
| Task 02                                                                 | Section 106 Cultural Resources Review                           |                    |                        |                        |              |            |                                       |                                    |              |
| 1                                                                       | Background Review                                               |                    |                        |                        |              |            |                                       |                                    | \$ -         |
| 2                                                                       | Fieldwork Methodology                                           |                    |                        |                        |              |            |                                       |                                    | \$ -         |
| Subtotal Hours:                                                         |                                                                 |                    |                        |                        |              |            |                                       |                                    | \$ -         |
| Task 03                                                                 | Environmental Permitting / Documentation                        |                    |                        |                        |              |            |                                       |                                    |              |
| 1                                                                       | Stakeholder and Agency Meetings                                 | 4.0                |                        |                        |              |            |                                       | 4.0                                | \$ 738.91    |
| 2                                                                       | Permits                                                         |                    |                        |                        |              |            |                                       |                                    | \$ -         |
| 2.1                                                                     | JARPA and HPA Applications and Drawings                         | 12.0               | 12.0                   |                        | 4.0          |            |                                       | 28.0                               | \$ 3,714.97  |
| 2.2                                                                     | Jefferson County Critical Areas and Shorelines Review Report    | 8.0                |                        |                        | 2.0          |            |                                       | 10.0                               | \$ 1,682.69  |
| 3                                                                       | Environmental Documentation                                     | 12.0               |                        |                        | 2.0          |            |                                       | 14.0                               | \$ 2,421.60  |
| 3.1                                                                     | Biological Assessment                                           | 40.0               |                        | 12.0                   | 8.0          |            |                                       | 60.0                               | \$ 9,251.06  |
| 3.2                                                                     | Wetland and Stream Assessment Report                            | 4.0                | 16.0                   | 12.0                   | 4.0          |            |                                       | 36.0                               | \$ 3,642.45  |
| 3.3                                                                     | Mitigation Plan                                                 | 40.0               |                        | 8.0                    | 4.0          |            |                                       | 52.0                               | \$ 8,493.83  |
| 3.4                                                                     | SEPA Checklist                                                  | 4.0                | 16.0                   |                        | 2.0          |            |                                       | 22.0                               | \$ 2,395.11  |
| 3.5                                                                     | Documentation of NEPA Compliance                                | 24.0               |                        |                        | 4.0          |            |                                       | 28.0                               | \$ 4,843.21  |
| Subtotal Hours:                                                         |                                                                 | 148.0              | 44.0                   | 32.0                   | 30.0         |            |                                       | 254.0                              | \$ 37,183.84 |
| Total Phase Hours:                                                      |                                                                 | 160.0              | 65.0                   | 44.0                   | 30.0         |            |                                       | 299.0                              | 299.0        |
| Total Phase Direct Labor:                                               |                                                                 | \$10,710.40        | \$2,136.55             | \$1,385.12             | \$1,113.60   |            |                                       | \$15,345.67                        | \$ 42,347.91 |
| PHASE 04 Engineering                                                    |                                                                 |                    |                        |                        |              |            |                                       |                                    |              |
| Task 01                                                                 | Civil Design                                                    |                    |                        |                        |              |            |                                       |                                    |              |
| 1                                                                       | Preliminary Design Report                                       |                    |                        |                        |              |            |                                       |                                    | \$ -         |
| 2                                                                       | Civil Design 30% Level                                          |                    |                        |                        |              |            |                                       |                                    | \$ -         |

|                                            |                                                     | Kerrie McArthur | Audrey Mischniak    | Charlie Sherman     | Biana Hoffer | Behana Ali | Nora Burton                    |                                 |            |
|--------------------------------------------|-----------------------------------------------------|-----------------|---------------------|---------------------|--------------|------------|--------------------------------|---------------------------------|------------|
| Phase & Task No.                           | Phase & Task Title                                  | Managing Senior | Project Scientist I | Project Scientist I | Editor       | Accounting | Accounting/Director of Finance | Total Direct Labor Hours & Cost | Total Cost |
| 3                                          | Civil Design 75% Level                              |                 |                     |                     |              |            |                                |                                 | \$ -       |
| 4                                          | Civil Design 100% (Final) Level                     |                 |                     |                     |              |            |                                |                                 | \$ -       |
| 5                                          | Utility Coordination                                |                 |                     |                     |              |            |                                |                                 | \$ -       |
| 5.2                                        | Coordination/Meetings with Utilities                |                 |                     |                     |              |            |                                |                                 | \$ -       |
| 5.2                                        | Coordination/Review and Utility Conflict Resolution |                 |                     |                     |              |            |                                |                                 | \$ -       |
| 6                                          | Stormwater Facilities Design                        |                 |                     |                     |              |            |                                |                                 | \$ -       |
| 6.1                                        | Preliminary Stormwater Report                       |                 |                     |                     |              |            |                                |                                 | \$ -       |
| 6.2                                        | Final Stormwater Report                             |                 |                     |                     |              |            |                                |                                 | \$ -       |
| Subtotal Hours:                            |                                                     |                 |                     |                     |              |            |                                |                                 | \$ -       |
| Task 02 Illumination and Electrical Design |                                                     |                 |                     |                     |              |            |                                |                                 |            |
| 1                                          | Preliminary Illumination and Electrical Design      |                 |                     |                     |              |            |                                |                                 | \$ -       |
| 2                                          | Final Illumination and Electrical Design            |                 |                     |                     |              |            |                                |                                 | \$ -       |
| Subtotal Hours:                            |                                                     |                 |                     |                     |              |            |                                |                                 | \$ -       |
| Total Phase Hours:                         |                                                     |                 |                     |                     |              |            |                                |                                 |            |
| Total Phase Direct Labor:                  |                                                     |                 |                     |                     |              |            |                                |                                 | \$ -       |
| PHASE 05 Public Outreach                   |                                                     |                 |                     |                     |              |            |                                |                                 |            |
| Task 01 Public Outreach Meetings           |                                                     |                 |                     |                     |              |            |                                |                                 |            |
| 1                                          | Public Outreach Meetings                            |                 |                     |                     |              |            |                                |                                 | \$ -       |
| Subtotal Hours:                            |                                                     |                 |                     |                     |              |            |                                |                                 | \$ -       |
| Total Phase Hours:                         |                                                     |                 |                     |                     |              |            |                                |                                 |            |
| Total Phase Direct Labor:                  |                                                     |                 |                     |                     |              |            |                                |                                 | \$ -       |
| Total Hours All Phases                     |                                                     | 172.0           | 65.0                | 44.0                | 30.0         | 12.0       | 4.0                            | 327.0                           |            |
| Total Direct Labor Estimate All Phases     |                                                     | \$11,513.68     | \$2,136.55          | \$1,385.12          | \$1,113.60   | \$408.00   | \$231.24                       | \$16,788.19                     |            |





**Washington State  
Department of Transportation**

**Development Division**  
Contract Services Office  
PO Box 47408  
Olympia, WA 98504-7408  
7345 Linderson Way SW  
Tumwater, WA 98501-6504

TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

June 26, 2024

Confluence Environmental Company  
146 N Canal Street, Suite 111  
Seattle, WA 98103

Subject: Acceptance FYE 2023 ICR – Risk Assessment Review

Dear Nora Burton:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2023 ICR of 146.96% of direct labor (rate includes 0.22% Facilities Capital Cost of Money). This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 704-6397 or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards,

*Schatzie Harvey*

Schatzie Harvey (Jun 26, 2024 13:37 PDT)

SCHATZIE HARVEY, CPA  
Contract Services Manager

SH:BJO

EXHIBIT E-4  
 Sub-consultant Cost Computations  
 Sargent Engineers, Inc.  
 SR 19 Rhody Drive Ped.-Bike Improvements - South Segment

**Subconsultant Fee Determination**

***DIRECT SALARY COST***

| <u>Classification</u>           | <u>Hours</u> | <u>Direct Hourly Rate</u> | <u>Amount</u>   |
|---------------------------------|--------------|---------------------------|-----------------|
| Principal                       | 44.0         | \$83.00                   | \$3,652         |
| Senior Project Engineer         | 102.0        | \$68.00                   | \$6,936         |
| Project Engineer                | 0.0          | \$65.00                   | \$0             |
| Design Engineer                 | 124.0        | \$55.50                   | \$6,882         |
| <b>Total Direct Salary Cost</b> |              |                           | <b>\$17,470</b> |

***OVERHEAD***

|                |         |                     |          |                      |                 |
|----------------|---------|---------------------|----------|----------------------|-----------------|
| Overhead Rate: | 178.01% | Direct Salary Cost: | \$17,470 | <b>Overhead Cost</b> | <b>\$31,098</b> |
|----------------|---------|---------------------|----------|----------------------|-----------------|

***FIXED FEE***

|                 |        |                     |          |                       |                |
|-----------------|--------|---------------------|----------|-----------------------|----------------|
| Fixed Fee Rate: | 29.00% | Direct Salary Cost: | \$17,470 | <b>Fixed Fee Cost</b> | <b>\$5,066</b> |
|-----------------|--------|---------------------|----------|-----------------------|----------------|

***TOTAL SALARY COST***

**Total Salary Cost**      **\$53,635**

***REIMBURSABLE EXPENSES***

|                           |      |                            |              |
|---------------------------|------|----------------------------|--------------|
| Copies, Printing, etc.    | 0.0% | of the Direct Salary Costs | \$0          |
| Mileage                   | 630  | miles at \$0.670 per mile  | \$422        |
| <b>Expenses Subtotal:</b> |      |                            | <b>\$422</b> |
| <b>Expenses Markup:</b>   |      |                            | <b>\$0</b>   |

***SUBTOTAL (SALARY AND EXPENSES)***

|                                                |                 |
|------------------------------------------------|-----------------|
| Subtotal (Salary, Subconsultants and Expenses) | <b>\$54,057</b> |
|------------------------------------------------|-----------------|

---

|                                |                 |
|--------------------------------|-----------------|
| <b>Total Estimated Budget:</b> | <b>\$54,057</b> |
|--------------------------------|-----------------|

---



|                                                                         |                                                                 | Employee<br>Name | Employee<br>Name              | Employee<br>Name    | Employee<br>Name   |                                       |             |
|-------------------------------------------------------------------------|-----------------------------------------------------------------|------------------|-------------------------------|---------------------|--------------------|---------------------------------------|-------------|
| Phase &<br>Task No.                                                     | Phase & Task Title                                              | Principal        | Senior<br>Project<br>Engineer | Project<br>Engineer | Design<br>Engineer | Total Direct<br>Labor Hours &<br>Cost | Total Cost  |
| PHASE 01 Project Management                                             |                                                                 |                  |                               |                     |                    |                                       |             |
| Task 01                                                                 | Project Schedule                                                |                  |                               |                     |                    |                                       |             |
| 1                                                                       | Project Schedule                                                | 2.0              |                               |                     |                    | 2.0                                   | \$ 509.64   |
| 2                                                                       | Project Startup Meeting                                         | 6.0              | 6.0                           |                     |                    | 12.0                                  | \$ 2,781.51 |
| 3                                                                       | Progress Meetings                                               |                  |                               |                     |                    |                                       | \$ -        |
| 4                                                                       | Progress Reports and Monthly Billings                           |                  |                               |                     |                    |                                       | \$ -        |
| 5                                                                       | Subconsultant Management                                        |                  |                               |                     |                    |                                       | \$ -        |
| 6                                                                       | Quality Assurance Reviews                                       |                  |                               |                     |                    |                                       | \$ -        |
| Subtotal Hours:                                                         |                                                                 | 8.0              | 6.0                           |                     |                    | 14.0                                  | \$ 3,291.15 |
| Total Phase Hours:                                                      |                                                                 | 8.0              | 6.0                           |                     |                    | 14.0                                  | 14.0        |
| Total Phase Direct Labor:                                               |                                                                 | \$664.00         | \$408.00                      |                     |                    | \$1,072.00                            | \$ 3,291.15 |
| PHASE 02 Geotechnical Investigatin, Analysis, and Design                |                                                                 |                  |                               |                     |                    |                                       |             |
| Task 01                                                                 | Geotechnical Exploration                                        |                  |                               |                     |                    |                                       |             |
| 1                                                                       | Geotechnical Exploration                                        |                  |                               |                     |                    |                                       | \$ -        |
| 2                                                                       | Draft Geotechnical Report                                       |                  |                               |                     |                    |                                       | \$ -        |
| 3                                                                       | Final Geotechnical Report                                       |                  |                               |                     |                    |                                       | \$ -        |
| Subtotal Hours:                                                         |                                                                 |                  |                               |                     |                    |                                       | \$ -        |
| Total Phase Hours:                                                      |                                                                 |                  |                               |                     |                    |                                       |             |
| Total Phase Direct Labor:                                               |                                                                 |                  |                               |                     |                    |                                       | \$ -        |
| PHASE 03 Environmental Permitting/Section 106 Cultural Resources Review |                                                                 |                  |                               |                     |                    |                                       |             |
| Task 01                                                                 | Preliminary Environmental Review                                |                  |                               |                     |                    |                                       |             |
| 1                                                                       | Review and analysis of available information                    |                  |                               |                     |                    |                                       | \$ -        |
| 2                                                                       | Field reconnaissance to delineate creek and wetland boundaries  |                  |                               |                     |                    |                                       | \$ -        |
| 3                                                                       | Collect information to evaluate potential environmental impacts |                  |                               |                     |                    |                                       | \$ -        |
| Subtotal Hours:                                                         |                                                                 |                  |                               |                     |                    |                                       | \$ -        |
| Task 02                                                                 | Section 106 Cultural Resources Review                           |                  |                               |                     |                    |                                       |             |
| 1                                                                       | Background Review                                               |                  |                               |                     |                    |                                       | \$ -        |
| 2                                                                       | Fieldwork Methodology                                           |                  |                               |                     |                    |                                       | \$ -        |
| Subtotal Hours:                                                         |                                                                 |                  |                               |                     |                    |                                       | \$ -        |
| Task 03                                                                 | Environmental Permitting / Documentation                        |                  |                               |                     |                    |                                       |             |
| 1                                                                       | Stakeholder and Agency Meetings                                 |                  |                               |                     |                    |                                       | \$ -        |
| 2                                                                       | Permits                                                         |                  |                               |                     |                    |                                       | \$ -        |
| 2.1                                                                     | JARPA and HPA Applications and Drawings                         |                  |                               |                     |                    |                                       | \$ -        |
| 2.2                                                                     | Jefferson County Critical Areas and Shorelines Review Report    |                  |                               |                     |                    |                                       | \$ -        |
| 3                                                                       | Environmental Documentation                                     |                  |                               |                     |                    |                                       | \$ -        |
| 3.1                                                                     | Biological Assessment                                           |                  |                               |                     |                    |                                       | \$ -        |
| 3.2                                                                     | Wetland and Stream Assessment Report                            |                  |                               |                     |                    |                                       | \$ -        |
| 3.3                                                                     | Mitigation Plan                                                 |                  |                               |                     |                    |                                       | \$ -        |
| 3.4                                                                     | SEPA Checklist                                                  |                  |                               |                     |                    |                                       | \$ -        |

|                                        |                                                     | Employee Name | Employee Name           | Employee Name    | Employee Name   |                                 |              |
|----------------------------------------|-----------------------------------------------------|---------------|-------------------------|------------------|-----------------|---------------------------------|--------------|
| Phase & Task No.                       | Phase & Task Title                                  | Principal     | Senior Project Engineer | Project Engineer | Design Engineer | Total Direct Labor Hours & Cost | Total Cost   |
| 3.5                                    | Documentation of NEPA Compliance                    |               |                         |                  |                 |                                 | \$ -         |
| Subtotal Hours:                        |                                                     |               |                         |                  |                 |                                 | \$ -         |
| Total Phase Hours:                     |                                                     |               |                         |                  |                 |                                 |              |
| Total Phase Direct Labor:              |                                                     |               |                         |                  |                 |                                 | \$ -         |
| <b>PHASE 04 Engineering</b>            |                                                     |               |                         |                  |                 |                                 |              |
| <b>Task 01</b>                         | <b>Civil Design</b>                                 |               |                         |                  |                 |                                 |              |
| 1                                      | Preliminary Design Report                           | 12.0          | 12.0                    |                  | 12.0            | 36.0                            | \$ 7,607.71  |
| 2                                      | Civil Design 30% Level                              | 8.0           |                         |                  | 80.0            | 88.0                            | \$ 15,669.79 |
| 3                                      | Civil Design 75% Level                              | 8.0           | 72.0                    |                  | 16.0            | 96.0                            | \$ 19,796.00 |
| 4                                      | Civil Design 100% (Final) Level                     | 8.0           | 12.0                    |                  | 16.0            | 36.0                            | \$ 7,270.00  |
| 5                                      | Utility Coordination                                |               |                         |                  |                 |                                 | \$ -         |
| 5.1                                    | Coordination/Meetings with Utilities                |               |                         |                  |                 |                                 | \$ -         |
| 5.2                                    | Coordination/Review and Utility Conflict Resolution |               |                         |                  |                 |                                 | \$ -         |
| 6                                      | Stormwater Facilities Design                        |               |                         |                  |                 |                                 | \$ -         |
| 6.1                                    | Preliminary Stormwater Report                       |               |                         |                  |                 |                                 | \$ -         |
| 6.2                                    | Final Stormwater Report                             |               |                         |                  |                 |                                 | \$ -         |
| Subtotal Hours:                        |                                                     | 36.0          | 96.0                    |                  | 124.0           | 256.0                           | \$ 50,343.50 |
| <b>Task 02</b>                         | <b>Illumination and Electrical Design</b>           |               |                         |                  |                 |                                 |              |
| 1                                      | Preliminary Illumination and Electrical Design      |               |                         |                  |                 |                                 | \$ -         |
| 2                                      | Final Illumination and Electrical Design            |               |                         |                  |                 |                                 | \$ -         |
| Subtotal Hours:                        |                                                     |               |                         |                  |                 |                                 | \$ -         |
| Total Phase Hours:                     |                                                     | 36.0          | 96.0                    |                  | 124.0           | 256.0                           | 256.0        |
| Total Phase Direct Labor:              |                                                     | \$2,988.00    | \$6,528.00              |                  | \$6,882.00      | \$16,398.00                     | \$ 50,343.50 |
| <b>PHASE 05 Public Outreach</b>        |                                                     |               |                         |                  |                 |                                 |              |
| <b>Task 01</b>                         | <b>Public Outreach Meetings</b>                     |               |                         |                  |                 |                                 |              |
| 1                                      | Public Outreach Meetings                            |               |                         |                  |                 |                                 | \$ -         |
| Subtotal Hours:                        |                                                     |               |                         |                  |                 |                                 | \$ -         |
| Total Phase Hours:                     |                                                     |               |                         |                  |                 |                                 |              |
| Total Phase Direct Labor:              |                                                     |               |                         |                  |                 |                                 | \$ -         |
| Total Hours All Phases                 |                                                     | 44.0          | 102.0                   |                  | 124.0           | 270.0                           |              |
| Total Direct Labor Estimate All Phases |                                                     | \$3,652.00    | \$6,936.00              |                  | \$6,882.00      | \$17,470.00                     |              |





**Washington State  
Department of Transportation**

**Development Division**  
Contract Services Office  
PO Box 47408  
Olympia, WA 98504-7408  
7345 Linderson Way SW  
Tumwater, WA 98501-6504

TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

August 6, 2024

Sargent Engineers, Inc  
320 Ronlee Lane NW  
Olympia, WA 98502

Subject: Acceptance FYE 2023 ICR – CPA Report

Dear Molly Cichosz:

We have accepted your firm's FYE 2023 Indirect Cost Rate (ICR) of 178.01% of direct labor based on the "Independent CPA Report" prepared by Shannon & Associates, LLP. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 704-6397 or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards,

*Schatzie Harvey*

Schatzie Harvey (Aug 6, 2024 11:06 PDT)

SCHATZIE HARVEY, CPA  
Contract Services Manager

SH: kb

## ***Exhibit F - Title VI Assurances Appendix A & E***

### **APPENDIX A**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, ***(Federal Highway Administration)***, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.  
***[Include Washington State Department of Transportation specific program requirements.]***
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. ***[Include Washington State Department of Transportation specific program requirements.]***
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the ***(Federal Highway Administration)*** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the ***(Federal Highway Administration)***, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the ***(Federal Highway Administration)*** may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the ***(Federal Highway Administration)*** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.



## ***Exhibit F - Title VI Assurances Appendix A & E***

---

### **APPENDIX E**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

#### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

## ***Exhibit G***

### ***Certification Document***

---

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of Agency Official
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data



## Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of  
Shea, Carr & Jewell, Inc.

whose address is

8730 Tallon Lane NE, Suite 200, Lacey, WA. 98516

and that neither the above firm nor I have

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the Agency, Washington State Dept. of Transportation

and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

**Shea, Carr & Jewell, Inc.**

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

**March 13, 2025**

Date

**Exhibit G-1(b) Certification of** Agency Official

I hereby certify that I am the:

☒ Director

☐ Other

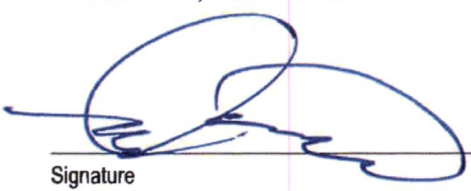
of the Jefferson County Public Works, and Shea, Carr & Jewell, Inc.

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; o
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Washington State Dept. of Transportation

and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

  
Signature

3/13/25  
Date



## Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an
  - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

Shea, Carr & Jewell, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

March 13, 2025

Date

## Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

**Shea, Carr & Jewell, Inc.**

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

**March 13, 2025**

Date



**Exhibit G-4 Certification of Current Cost or Pricing Data**

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of N/A <sup>\*\*</sup> are accurate, complete, and current as of \_\_\_\_\_.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Date of Execution \_\_\_\_\_ <sup>\*\*\*</sup>.

Note: Exhibit G-4 not required for projects under \$500,000.

\_\_\_\_\_  
\*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)  
\*\*Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.  
\*\*\*Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

## **Exhibit H**

### **Liability Insurance Increase**

---

#### **To Be Used Only If Insurance Requirements Are Increased**

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ N/A.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ N/A.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ N/A.

- Include all costs, fee increase, premiums.
  - This cost shall not be billed against an FHWA funded project.
  - For final contracts, include this exhibit
-



# **Exhibit I**

## ***Alleged Consultant Design Error Procedures***

---

The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

### **Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager**

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

### **Step 2 Project Manager Documents the Alleged Consultant Design Error(s)**

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

### **Step 3 Contact the Consultant Regarding the Alleged Design Error(s)**

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

### **Step 4 Attempt to Resolve Alleged Design Error with Consultant**

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

## **Step 5 Forward Documents to Local Programs**

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.



## **Exhibit J**

# **Consultant Claim Procedures**

---

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

### **Step 1 Consultant Files a Claim with the Agency Project Manager**

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

### **Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation**

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

### **Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)**

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

### **Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation**

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

### **Step 5 Informing Consultant of Decision Regarding the Claim**

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

### **Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)**

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit