

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONSENT AGENDA REQUEST

TO: Board of County Commissioners
Mark McCauley, County Administrator

FROM: Josh D. Peters, DCD Director

DATE: May 6, 2024

SUBJECT: Professional Services Agreement for Consultant Services to Complete
2025 Periodic Update Mandated by Growth Management Act

STATEMENT OF ISSUE:

The Department of Community Development (DCD) manages the county's efforts to comply with the requirements of the state Growth Management Act (GMA, Chapter 36.70A RCW) to review and update the Comprehensive Plan and implementing regulations every 10 years. Jefferson County's deadline for periodic GMA review falls in 2025, following the schedule at RCW 36.70A.130(5)(b).

Contracted professional services will add needed capacity to DCD staff for planning analysis, proposal development, and public process associated with the Periodic Update. The proposed professional services agreement is attached, including Exhibit A. Scope of Services and Exhibit B. Budget.

BACKGROUND:

The GMA requires jurisdictions to periodically review and update their comprehensive plans (RCW 36.70A.130). The last periodic update of the Jefferson County Comprehensive Plan was completed in 2018. Jefferson County's next periodic review is scheduled for completion by the end of 2025, though grant funding from the Washington Department of Commerce must be expended by June 30, 2025.

Commerce allocated Jefferson County a Periodic Update Grant (PUG) of \$350,000. Funds must be spent in an even split between the two fiscal years of the 2023-2025 biennium: \$175,000 by June 30, 2024 for Fiscal Year (FY) 2024 and \$175,000 by June 30, 2025 for FY 2025. Commerce has also allocated Jefferson County a Climate Planning Grant (\$300,000) and a Middle Housing Grant (\$50,000).

Following a Request for Proposals (RFP), DCD reviewed responses, interviewed consultants, and selected BERK Consulting, Inc. as a principal contractor for this project. BERK has worked on Jefferson County planning projects before, including the last Periodic Update and the current Shoreline Master Program (SMP) Periodic Review. BERK's team includes subconsultants for different areas of expertise: Shannon & Wilson for environmental science, Transpo Group for transportation planning, and Cascadia Consultant Group for climate planning (i.e., fulfilling the requirements of House Bill 1181). The attached Scope of Services describes works to be done by task, and the attached Budget lists hours anticipated to complete sub-tasks under each described task.

ANALYSIS:

State law requires Jefferson County complete a Periodic Update of its comprehensive plan and development regulations by the end of 2025. Commerce grants funds needs to be fully expended by June 30, 2025 (while half of the Periodic Update Grant and half of the Middle Housing Grant need to be expended by June 30, 2024).

FISCAL IMPACT:

The three Commerce grants referenced above will be used to pay for these consultant services. The work described in Exhibit B to the attachment as "Task IV Optional Transportation Analysis Budget" would be added following consultation with Department of Public Works and identification of a funding source.

RECOMMENDATION:

DCD recommends the Board execute the attached Professional Services Agreement for consultant assistance to complete the GMA-mandated 2025 Periodic Update.

REVIEWED BY:



Mark McCauley, County Administrator

05/02/24
Date

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: BERK Consulting, Inc.

Contract No: BERK-CPPU2025

Contract For: Jefferson County Comprehensive Plan Professional Services Term: 3/29/2024-12/31/2025

COUNTY DEPARTMENT: Community Development

Contact Person: Chelsea Pronovost

Contact Phone: (360)379-4494

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

AMOUNT: \$472,750

Revenue: \$472,750

Expenditure: \$472,750

Matching Funds Required:

Sources(s) of Matching Funds

Fund # 143

Munis Org/Obj Multiple Sources

PROCESS:

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

APPROVAL STEPS:

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

CERTIFIED: ☐ N/A: ☒

Chelsea Pronovost
Signature

4/24/2024
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: ☒

Chelsea Pronovost
Signature

4/24/2024
Date

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

Electronically approved by Risk Management on 4/30/2024.

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

Electronically approved as to form by PAO on 4/30/2024.
Standard county PSA language with minor changes negotiated with the assistance of the PAO.

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

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

PROFESSIONAL SERVICES AGREEMENT FOR

2025 Periodic Review per Growth Management Act

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

1. Project Designation. The Consultant is retained by the County to perform the following Project: 2025 Periodic Review per Growth Management Act.
2. Scope of Services. The Consultant agrees to perform the services identified on Exhibit "A" attached hereto including the provision of all labor. The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by consultants/contractors practicing in the same or similar locality under the same or similar circumstances.
3. Time for Performance. This Agreement shall commence on March 29, 2024 and continue through December 31, 2025. Work performed consistent with this Agreement during its term, but prior to the adoption of this Agreement, is hereby ratified. The Consultant shall perform all services pursuant to this Agreement as outlined on Exhibit "A". The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project.
4. Payment. The Consultant shall be paid by the County for completed work and for services rendered under this Agreement as follows:
 - a. Payment for the work provided by the Consultant shall be made as provided on Exhibit "B" attached hereto, provided that the total amount of payment to the Consultant shall not exceed \$472,750 without express written modification of this Agreement signed by the County.
 - b. Invoices must be submitted by the end of a given month for the previous month's expenses. Such invoices will be checked by the County, and upon approval thereof, payment will be made to the Consultant in the amount approved.
 - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the County after the completion of the work and submittal of reports under this Agreement and its acceptance by the County.
 - d. Consultant shall provide invoices and necessary backup documentation for all services including labor backup and statements (specifying the services provided). Any indirect charges require the submittal of an indirect cost methodology and rate using 2 C.F.R. Part 255 and 2 C.F.R. Part 230.

- e. The Consultant's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the County and state for a period of six (6) years after final payments. Copies shall be made available upon request.
- 5. Ownership and Use of Documents. All non-confidential or de-identified documents, drawings, specifications, and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the County whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with the Consultant's endeavors. The Consultant shall not be held liable for reuse of documents or modifications thereof, including electronic data, by County or its representatives for any purpose other than the intent of this Agreement.
- 6. Compliance with laws. The Consultant shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this Agreement.
- 7. Audit. An audit will be submitted to the County upon request. Upon request, the Consultant will submit the most recent financial audit within 30 days.
 - a. Upon request the County shall have the option of performing an onsite review of all records, statements, and documentation related specifically to this project.
 - b. If the County finds indications of potential non-compliance during the monitoring process, the County shall notify the Consultant within ten (10) days. County and The Consultant shall meet to discuss areas of contention in an attempt to resolve issues.
 - c. Audit will provide statements consistent with the guidelines of Reporting for Other Non-Profit Organizations AICPA SOP 78-10, and is performed in accordance with generally accepted auditing standards and with Federal Standards for Audit of Governmental Organizations, Programs, Activities and Functions, and meeting all requirements of 2 C.F.R. Part 200, as applicable.
- 8. Indemnification. The Consultant shall indemnify and hold harmless the County, its past or present employees, officers, agents, elected or appointed officials or volunteers (and their marital communities), from and against all claims, losses or liability, or any portion thereof, including reasonable attorney's fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to the Consultant's own employees, or damage to property occasioned by a negligent act, omission or failure of the Consultant. The Consultant shall be liable only to the extent of the Consultant's proportional negligence. The Consultant specifically assumes potential liability for actions brought against the County by the Consultant's employees, including all other persons engaged in the performance of any work or service required of the Consultant under this Agreement and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the state industrial insurance law, Title 51 R.C.W. The

Consultant recognizes that this waiver was specifically entered into pursuant to provisions of R.C.W. 4.24.115 and was subject of mutual negotiation.

9. Insurance. Prior to commencing work, the Consultant shall obtain at its own cost and expense the following insurance coverage specified below and shall keep such coverage in force during the terms of this Agreement.
- a. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all vehicles used in the performance of the work for a combined single limit of not less than \$500,000 each occurrence with the County named as an additional insured in connection with the Consultant's performance of this Agreement. This insurance shall indicate on the certificate of insurance the following coverage: (a) Owned automobiles; (b) Hired automobiles; and, (3) Non-owned automobiles.
 - b. Commercial General Liability Insurance in an amount not less than a single limit of one million dollars (\$1,000,000) per occurrence and an aggregate of not less than two (2) times the occurrence amount (\$2,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the contract specifications. The insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverages:
 - i. Broad Form Property Damage, with no employee exclusion;
 - ii. Personal Injury Liability, including extended bodily injury;
 - iii. Broad Form Contractual/Commercial Liability – including coverage for products and completed operations;
 - iv. Premises – Operations Liability (M&C);
 - v. Independent contractors and subcontractors;
 - vi. Blanket Contractual Liability; and,
 - vii. Employer's Liability or Stop Gap Coverage.
 - c. Professional Liability Insurance. The Consultant shall maintain professional liability insurance against legal liability arising out of activity related to the performance of this Agreement, on a form acceptable to Jefferson County Risk Management in the amounts of not less than \$1,000,000 Each Claim and \$2,000,000 Aggregate. The professional liability insurance policy should be on an "occurrence" form. If the professional liability policy is "claims made," then an extended reporting periods coverage (tail coverage) shall be purchased for three (3) years after the end of this Agreement, at the Consultant's sole expense. The Consultant agrees the Consultant's insurance obligation to provide professional liability insurance shall survive the completion or termination of this Agreement for a minimum period of three (3) years.

- d. The County shall be named as an “additional named insured” under all insurance policies required by this Agreement, except Professional Liability Insurance when not allowed by the insurer.
- e. Such insurance coverage shall be evidenced by one of the following methods: (a) Certificate of Insurance; or, (b) Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.
- f. The Consultant shall furnish the County with properly executed certificates of insurance that, at a minimum, shall include: (a) The limits of coverage; (b) The project name to which it applies; (c) The certificate holder as Jefferson County, Washington and its elected officials, officers, and employees with the address of Jefferson County Public Health 615 Sheridan Street, Port Townsend, WA 98368, and, (d) A statement that the insurance policy shall not be canceled or allowed to expire except on thirty (30) days prior written notice to the County. If the proof of insurance or certificate indicating the County is an “additional insured” to a policy obtained by the Consultant refers to an endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Consultant to obtain the full text of that endorsement and forward that full text to the County. Certificates of coverage as required by this section shall be delivered to the County within fifteen (15) days of execution of this Agreement.
- g. Failure of the Consultant to take out or maintain any required insurance shall not relieve the Consultant from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification of the County.
- h. The Consultant’s insurers shall have no right of recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies, with the exception of Professional Liability Insurance, so affected shall protect both parties and be primary coverage for all losses covered by the above described insurance.
- i. Insurance companies issuing the policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of policy.
- j. All deductibles in the above described insurance policies shall be assumed by and be at the sole risk of the Consultant.
- k. Any deductibles or self-insured retention shall be declared to and approved by the County prior to the approval of this Agreement by the County. At the option of the County, the insurer shall reduce or eliminate deductibles or self-insured retention, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- l. Insurance companies issuing the Consultant’s insurance policy or policies shall have no recourse against the County (including its employees and other agents and

agencies) for payment of any premiums or for assessments under any form of insurance policy.

- m. Any judgments for which the County may be liable, in excess of insured amounts required by this Agreement, or any portion thereof, may be withheld from payment due, or to become due, to the Consultant until the Consultant shall furnish additional security covering such judgment as may be determined by the County.
- n. Any coverage for third party liability claims provided to the County by a "Risk Pool" created pursuant to Ch. 48.62 RCW shall be non-contributory with respect to any policy of insurance the Consultant must provide in order to comply with this Agreement.
- o. The County may, upon the Consultant's failure to comply with all provisions of this Agreement relating to insurance, withhold payment or compensation that would otherwise be due to the Consultant.
- p. The Consultant's liability insurance provisions shall be primary and noncontributory with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees, and agents.
- q. Any failure to comply with reporting provisions of the insurance policies shall not affect coverage provided to the County, its officers, officials, employees, or agents.
- r. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- s. The Consultant shall include all subcontractors as insured under its insurance policies or shall furnish separate certificates from each subcontractor. All insurance provisions for subcontractors shall be subject to all the requirements stated herein.
- t. The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification.
- u. The Consultant shall maintain all required insurance policies in force from the time services commence until services are completed. Certificates, insurance policies, and endorsements expiring before completion of services shall be promptly replaced. All the insurance policies required by this Agreement shall provide that thirty (30) days prior to cancellation, suspension, reduction or material change in the policy, notice of same shall be given to the Jefferson County Public Health Contracts Manager by registered mail, return receipt requested.
- v. The Consultant shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements

for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

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

10. Worker's Compensation (Industrial Insurance).

- a. If and only if the Consultant employs any person(s) in the status of employee or employees separate from or in addition to any equity owners, sole proprietor, partners, owners or shareholders of the Consultant, the Consultant shall maintain workers' compensation insurance at its own expense, as required by Title 51 RCW, for the term of this Agreement and shall provide evidence of coverage to Jefferson County Public Health, upon request.
- b. Worker's compensation insurance covering all employees with limits meeting all applicable state and federal laws.
- c. This coverage shall extend to any subcontractor that does not have their own worker's compensation and employer's liability insurance.
- d. The Consultant expressly waives by mutual negotiation all immunity and limitations on liability, with respect to the County, under any industrial insurance act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.
- e. If the County incurs any costs to enforce the provisions of this subsection, all cost and fees shall be recoverable from the Consultant.

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

12. Subcontracting Requirements.

- a. The Consultant is responsible for meeting all terms and conditions of this Agreement including standards of service, quality of materials and workmanship, costs, and schedules. Failure of a subcontractor to perform is no defense to a breach of this Agreement. The Consultant assumes responsibility for and all liability for the actions and quality of services performed by any subcontractor.
- b. Every subcontractor must agree in writing to follow every term of this Agreement. The Consultant must provide every subcontractor's written agreement to follow every term of this Agreement before the subcontractor can perform any services under this Agreement. The Public Health Director or their designee must approve any proposed subcontractors in writing.
- c. Any dispute arising between the Consultant and any subcontractors or between subcontractors must be resolved without involvement of any kind on the part of the County and without detrimental impact on the Consultant's performance required by this Agreement.

13. Covenant Against Contingent Fees. The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. Discrimination Prohibited. The Consultant, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, gender, sexual orientation, marital status, sex, or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

15. No Assignment. The Consultant shall not sublet or assign any of the services covered by this Agreement without the express written consent of the County. Assignment does not include printing or other customary reimbursable expenses that may be provided in an agreement.

16. Non-Waiver. Waiver by the County of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

17. Termination.

- a. The County reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Consultant.
- b. In the event of the death of a member, partner, or officer of the Consultant, or any of its supervisory personnel assigned to the project, the surviving members of the Consultant hereby agree to complete the work under the terms of this Agreement, if requested to do so by the County. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Consultant and the County, if the County so chooses.
- c. The County reserves the right to terminate this contract in whole or in part, with 10 days' notice, in the event that expected or actual funding from any funding source is withdrawn, reduced, or limited in any way after the effective date of this agreement. In the event of termination under this clause, the County shall be liable for only payment for services rendered prior to the effective date of termination.

18. Notices. All notices or other communications which any party desires or is required to give shall be given in writing and shall be deemed to have been given if hand-delivered, sent by facsimile, email, or mailed by depositing in the United States mail, prepaid to the party at the address listed below or such other address as a party may designate in writing from time to time. Notices to the County shall be sent to the following address:

Jefferson County Risk Manager
PO Box 1220
Port Townsend, WA 98368

Notices to the Consultant shall be sent to the following address:

BERK Consulting, Inc.
2200 Sixth Ave 10th Floor
Seattle, WA 98121

19. Integrated Agreement. This Agreement together with attachments or addenda represents the entire and integrated Agreement between the County and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. No representation or promise not expressly contained in this Agreement has been made. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, by the County within the scope of this Agreement. The Consultant ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in its proposal, and the supporting material submitted by the Consultant, accepts this Agreement and agrees to all of the terms and conditions of this Agreement.
20. Modification of this Agreement. This Agreement may be amended only by written instrument signed by both County and Consultant.

21. Disputes. The parties agree to use their best efforts to prevent and resolve disputes before they escalate into claims or legal actions. Any disputed issue not resolved pursuant to the terms of this Agreement shall be submitted in writing within 10 days to the County Risk Manager, whose decision in the matter shall be final, but shall be subject to judicial review. If either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this Agreement, each party in such action shall bear the cost of its own attorney's fees and court costs. Any legal action shall be initiated in the Superior Court of the State of Washington for Jefferson County. The parties agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington for Jefferson County.
22. Section Headings. The headings of the sections of this Agreement are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of the sections or this Agreement.
23. Limits of Any Waiver of Default. No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.
24. No Oral Waiver. No term or provision of this Agreement will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.
25. Severability. Provided it does not result in a material change in the terms of this Agreement, if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law.
26. Binding on Successors, Heirs and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties' successors in interest, heirs, and assigns.
27. No Assignment. The Consultant shall not sell, assign, or transfer any of rights obtained by this Agreement without the express written consent of the County.
28. No Third-party Beneficiaries. The parties do not intend, and nothing in this Agreement shall be construed to mean, that any provision in this Agreement is for the benefit of any person or entity who is not a party.
29. Signature in Counterparts. The parties agree that separate copies of this Agreement may be signed by each of the parties and this Agreement shall have the same force and effect as if all the parties had signed the original.

30. Facsimile and Electronic Signatures. The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.
31. Arms-Length Negotiations. The parties agree that this Agreement has been negotiated at arms-length, with the assistance and advice of competent, independent legal counsel.
32. Public Records Act. Notwithstanding the provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, Chapter 42.56 RCW, as may hereafter be amended, the Consultant agrees to maintain all records constituting public records and to produce or assist the County in producing such records, within the time frames and parameters set forth in state law. The Consultant further agrees that upon receipt of any written public record request, Consultant shall, within two business days, notify the County by providing a copy of the request per the notice provisions of this Agreement. This Agreement, once executed, will be a "public record" subject to production to a third party if same is requested pursuant to the Washington Public Records Act, Chapter 42.56 RCW, as may hereafter be amended.

DATED this _____ day of _____, 2024.

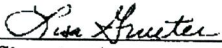
(SIGNATURES FOLLOW ON THE NEXT PAGE)

JEFFERSON COUNTY
BOARD OF COMMISSIONERS

BERK Consulting, Inc. _____

Lisa Grueter

Consultant Representative (*Please print*)


(Signature)

Principal

Title

04/30/2024

Date

Kate Dean, Chair

Greg Brotherton, Member

Heidi Eisenhour, Member

Approved as to form only:



April 30, 2024

Philip C. Hunsucker

Date

Chief Civil Deputy Prosecuting Attorney

A. Scope of Work

The scope of work below includes our approach to items I-V in the RFP. We propose a streamlined and integrated approach to completing each task, as opposed to a separate scope of work for each item. The BERK team expects our update efforts (Task I) to focus on Land Use, Housing (Task III), Capital Facilities and Utilities, Transportation, Critical Areas, Natural Environments, and environmental review in the form of a SEPA addendum or checklist. We also anticipate supporting a new Climate Element (Task II) as well as a review and reconciliation of UGAs (Task IV) and strategic updates to the development regulations (Task V). Time and budget may be transferred from one task to another due to a greater or lesser level of effort, provided that each task is completed, and total budget is not exceeded.

I. 2025 Comprehensive Plan Update

The BERK team will complete a strategic update of the current Comprehensive Plan consistent with current legislative and local policy direction. Our approach includes the following key components.

Launch & Ongoing Project Management

BERK will host a **virtual kickoff meeting** with County staff and key members of the consultant team to confirm project scope, schedule, roles, and communication protocols. Prior to this session, BERK will send the County a draft project schedule and list of requests for all relevant background information necessary for the project (including adopted plans, GIS data and maps, and other relevant documents). During the kickoff, we will clarify key project objectives and questions, introduce core team members, refine the schedule, and confirm communication protocols. We will also discuss outreach goals and key stakeholders to help develop an initial framework for community engagement.

Following the kickoff meeting, BERK will refine and maintain a master project schedule with major milestones clearly defined throughout the process. We will assist County staff in developing a more detailed engagement plan to ensure diverse and meaningful input is incorporated early and often into the Plan. The County will lead the public participation process throughout with targeted support from the BERK team (see below).

BERK will also organize an **ongoing coordination meeting on a bi-weekly or monthly schedule** between relevant members of the consultant team and County staff (**assumes up to 30 meetings across approximately 14 months**). We anticipate these meetings will start out as bi-weekly and be adjusted as needed.

Focused Plan Audit

The BERK team will review the Commerce Periodic Update checklist prepared by the County. Based on this checklist, we will identify areas of focus to meet recently amended GMA provisions and other major local initiatives. We will also complete a targeted review of the individual elements to identify key inventory information that is out of date or incorrect, opportunities to clarify meaning or convey information more efficiently, and gaps or inconsistencies in goals and policies. This review will be focused on updates needed for consistency with recent legislative changes and new growth targets. We will document the results of the checklist review, intended focus

areas, and limited plan audit in a memo. We will send a draft memo and revise based on staff feedback. See Task II for the Climate Element audit.

Prepare Draft Updates to Existing Elements

Land Use Element: BERK will update the Land Use Element to address growth targets for the new horizon year. In coordination with County staff, we will review results of the land capacity analysis (see Task III) and UGA review and population allocations (see Task IV) to propose strategic revisions to the land use/zoning map or land use designations as needed.

BERK will also draft clear, concise revisions to the goals and policies to reflect the community's desired future, ensure consistency with other major element updates, (e.g., housing), and incorporate new state requirements related to climate, equity, and environmental justice.

Housing Element: See Task III.

Capital Facilities & Utilities Element: The County's current Capital Facilities & Utilities Element addresses three essential components of the Comprehensive Plan: capital facilities, essential public facilities, and utilities. We assume our update effort will focus on capital facilities and utilities but will revise the essential public facilities section as needed for consistency with new state laws (e.g., the definition of essential public facilities). Capital facilities and utilities are discussed below:

- **Capital Facilities:** Capital facilities planning provides the opportunity for the community to invest in projects that implement their vision and allows the County to build its future. In cooperation with County staff, BERK will coordinate with County departments and external providers to update the capital facility technical appendix consistent with GMA requirements, including a revised fiscal analysis, updated inventory information, and review of existing and future levels of service (LOS) based on the new horizon year. BERK will work with County staff to consider revisions to LOS standards if needed and identify planned projects to serve anticipated growth. We anticipate County staff will lead revisions to the inventory, fiscal analysis, and planned projects. BERK will lead revisions to the LOS based on the new horizon year and will peer review the County's work on the fiscal analysis and planned projects.
- **Utilities (Electric & Telecommunications):** BERK will coordinate with utility providers in Jefferson County to update service descriptions and the general location, proposed location, and capacity of all existing and proposed utilities consistent with GMA requirements. This is anticipated to include primarily electricity and telecommunication providers.

Transportation Element: The transportation element update will include a "redline" of the existing transportation element document to ensure consistency with updated GMA requirements. It is assumed that Transpo will rely on available data sources, and that no new travel data will be collected. The technical appendices (Appendix D) within the existing transportation element document will not be updated as part of this effort. The 2025 transportation element update will focus on the following items:

- **Multimodal Level of Service (MMLOS):** The update will include developing MMLOS standards in accordance with updated GMA requirements reflecting the County's transportation system vision. Development of the MMLOS will incorporate an active transportation LOS based on a system completeness methodology utilizing the PRTPONon-motorized Connectivity Study and existing plans that outline the pedestrian and bicycle vision for the County. We anticipate (3) *three meetings with staff/stakeholder groups to develop the MMLOS,*

including a kickoff meeting to discuss MMLOS options and two meetings to refine options and finalize the MMLOS.

- **Goals & Policies Audit:** Transpo will review the existing transportation element goals and policies as part of the overall plan audit to identify areas that may need revisions or strengthening based on updated funding, level of service standards and the current best practices in multimodal transportation planning to meet GMA requirements for certification.
- **Transportation Needs:** The projects and programs in the existing Transportation Element will be re-assessed based on the growth forecasts, multimodal needs, and existing transportation capital project lists from the County. Active transportation facility needs and transit service strategies also will be reviewed and updated. Additional projects will be incorporated into the transportation element, as appropriate, to provide a safe, efficient, and sustainable transportation system.

Environment Element: The BERK team will review and update this element to complement and reflect any changes made to the critical areas regulations under Task V, and recent rule updates to WAC 365-190, and to acknowledge the new Climate Resiliency Element (Task II).

Natural Resources Element: The BERK team will review recent State rule updates in 2023 related to minimum guidelines classifying agriculture, forest, mineral lands and reflect any changed local circumstances.

Equity Considerations: HB 1181 requires that the County's Comprehensive Plan incorporate equity into the plan's background reports and elements, particularly the Land Use, Transportation, and Climate Resiliency elements. To assist County staff in complying with these requirements, the BERK team will coordinate with the County and will recommend opportunities to give special consideration to environmental justice, address environmental health disparities, and maximize co-benefits. The BERK team will collaborate with County staff to brainstorm goals, policies, and strategies across all plan elements that consider equity and economic, environmental, and social co-benefits throughout the Comprehensive Plan Update, likely building on findings from community engagement.

Engagement Support & Legislative Review

Community engagement efforts for the comprehensive plan will coordinate with strategies for the Climate and Housing elements (Tasks II and III). BERK will assist County staff in developing a more detailed engagement plan to ensure diverse and meaningful input is incorporated early and often into the Plan. The County will lead the public participation process throughout with targeted support from the BERK team, including:

- **Engagement materials.** In coordination with County staff, BERK will help develop engagement materials for the County to use during public events and outreach. Materials may include high quality presentations and supporting handouts on general Comprehensive Plan update information or element specific questions and content depending on the intended use and distribution. We anticipate engagement materials would be available both online or printed for in-person pop-up events, community group presentations, or one-on-one meetings with communities historically not at the table for policy decisions.
- **Open house and public hearing support.** The BERK team will provide materials and staff support for open houses and/or public hearings for the Comprehensive plan update. We anticipate supporting up to **two (2) hearings, meetings, or workshops** to gather public feedback on the draft elements and **events with Planning Commission or the Board of County Commissioners**. These would be a mix of in-person and

online support, based on the Public Participation Plan. The BERK team will address comments and updates to the elements once comments are collected.

Environmental Assessment

BERK will lead the effort in preparing necessary programmatic SEPA analysis and documentation for adoption of the updated plan. Given the nature of the county and plan update, this scope anticipates preparation of a SEPA Checklist and a Determination of Non- Significance or a Notice of Adoption and Addendum.

II. Climate Resiliency Element

Cascadia Consulting Group will lead the Element with support from BERK appropriate to topics. The Climate Resiliency Element will be founded on the following:

- Completed and in progress climate related works noted under the deliverables below.
- The Jefferson County and City of Port Townsend Climate Action Committee (CAC) will serve as an oversight committee in development of Resilience sub-element.
- The Climate Resiliency Element will be a new element of the Comprehensive Plan.

The Commerce grant deliverables, approach to tasks, and assumptions include:

- Deliverable 1: Memo sharing the Community Engagement Plan and summarizing Climate Impacts
 - Assumptions:
 - Community engagement will be through or sponsored by the CAC. The CAC will serve as this task's focus group. Up to **(4) four, 2-hour facilitated virtual meetings with the CAC** at key decision points in the planning process. Includes agenda, pre-meeting materials, Power Point Slides, facilitation, and meeting summary. Also assumes coordination with CAC members between meetings to update on plan progress to support their engagement efforts. Meetings will be held online.
 - The engagement efforts will consider past climate and natural hazards planning efforts, new/existing key issues, and County vulnerabilities.
 - The Consultant will ensure that the engagement plan has a strategy to include traditionally underserved and vulnerable populations disproportionately left out of planning processes and impacted by climate impacts. The engagement plan will be implemented by the County in coordination with the CAC.
- Deliverable 2: Final Draft Gap Analysis Memo
 - Audit Plans and Policies for gap analysis between HB 1181 and the following existing documents:
 - 2011 Port Townsend/Jefferson County Climate Action Plan
 - 2015 North Olympic Development Council (NODC) Climate Preparedness Plan for the North Olympic Peninsula,
 - 2017 Port Townsend/Jefferson County Hazard Mitigation Plan (update in process),
 - 2022 NODC Climate Action Toolkit,
 - 2023 Jefferson County Sea Level Rise Study, and
 - 2023 Community Wildfire Protection Plan (preparation in process)

- Present gap analysis to CAC for input.
- Assumptions:
 - The Consultant will organize the review into a comprehensive database that identifies all planning documents/resources and compiles key climate-related goals and policies of potential relevance to the County. The database will also collate key climate resilience considerations that existing measures address, such as climate indicators, potential hazards, anticipated impacts, and related community assets. The database will be used to perform a qualitative and quantitative analysis that identifies policy trends and gaps in the existing policy, including a description of action associated with the policies to assist with implementation. Once gaps are determined, policy opportunities will be identified via state resources, including Commerce's Menu of Measures, and summarized in a Policy Audit Memorandum.
 - This policy audit process will also include consultant support of two to three key staff in completing a Climate Planning Strengths, Weaknesses, Opportunities, and Threats (SWOT) Analysis. This simple tool will allow the project team to understand where Jefferson County is in their climate planning process and identify potential risks that can be mitigated early in the process and/or strengths that can be leveraged.
- Deliverable 3: Final Draft Vulnerability and Risk Assessment
 - Update Vulnerability and Risk Assessment
 - Based on gap analysis and existing documents, determine additional vulnerability and risk assessment.
 - Present Vulnerability and Risk Assessment to CAC for input
 - Final Draft Vulnerability and Risk Assessment
 - Assumptions:
 - The Vulnerability and Risk Assessment will largely rely on existing and in progress documents and be targeted to key vulnerabilities and risks, such as through climate engagement above.
 - The Assessment will use local and regional resources (many noted in gap analysis above) and tools such as the University of Washington Climate Impacts Group's Climate Mapping for a Resilient Washington web tool, recent sea level rise modeling efforts such as the Puget Sound Parcel Scale Sea Level Rise Vulnerability project (2022), and others.
 - Updates on the review of historical and projected climate impacts with more historical data through 2023 and CMIP6 models may include:
 - Integrating social vulnerability to climate change.
 - Directing Jefferson County GIS staff who will prepare climate vulnerability maps for the entire County and appropriate subareas. The Consultant will provide limited/targeted spatial analysis.
 - Providing updates on the science of compound extreme events and hazards.
 - The Vulnerability and Risk Assessment will be a qualitative analysis of climate vulnerabilities and hazards - final report will be approximately 20 pages.
- Deliverable 4: Final Draft Climate Element
 - Prepare Comprehensive Plan Goals and Policies for Resilience

- Draft Element goals and policies.
- Draft Goals and Policies to CAC for input.
- Assumptions:
 - Goals and policy proposals will be rooted in the best available science and analysis to determine how the County can best reduce emissions and enhance the resiliency of natural and human systems.
 - The Consultant will build on existing efforts, recognizing the steps Jefferson County has taken to date to reduce GHG emissions and increase climate resiliency. Consistent with the equity-centered approach to overall Comprehensive Plan engagement, Cascadia will conduct an equity and co-benefits assessment to determine how climate policies are developed and prioritized.
 - Findings will be summarized, provided to the County and stakeholders for feedback, and integrated into the final Climate Element goals and policies. The Equity Assessment of draft Climate Resilience Sub-Element goals and policies will also identify intentional and unintentional consequences of policy implementation.
 - The Consultant will take advantage of existing resources and knowledge of best practices to ensure the Climate Element goals and policies are aligned with local and regional efforts—and are set up for long-term coordinated success.
 - Final resilience policies will draw from existing policies based on the policy audit and use Commerce’s menu of measures or other high-performing strategies to fill in the identified gaps.

III. Housing Element

BERK will update the Housing Element consistent with recent changes to state law that require planning for and accommodating housing affordable to all income levels (HB 1220), reducing barriers for accessory dwelling units (HB 1337), and revising middle housing opportunities in the Irondale/Port Hadlock UGA as well as local priorities. Consistent with RCW 36.70A.070 and Commerce guidance, key components of this update will include:

- An inventory of housing needs, including permanent supportive and emergency housing.
- Evaluation of land capacity to meet needs at all affordability levels.
- Providing for moderate density housing options within UGAs.
- Review of the County’s housing and jobs balance.
- Displacement risk and anti-displacement measures.
- Racially disparate impacts and measures to undo impacts.
- Adequate provisions for identified needs and removal of identified barriers.

Our approach to updating the Housing Element is described below.

Housing Element Kickoff & Code Audit Memo

BERK will conduct a **virtual team meeting with County staff focused on the Housing Element** to refine objectives for the element update and identify potential gaps and housing barriers. An audit of the existing element will be completed as part of Task I. BERK will also conduct an audit of the County’s existing development regulations for middle housing related gaps and amendments. Results of this review will be summarized in a code audit memo,

which can be a separate deliverable or incorporated into the overall plan update focus areas and audit memo from Task I.

Housing Focused Engagement

County staff will develop a middle housing public engagement plan. BERK will incorporate results from the County's housing focused engagement into the Housing Element update and supporting technical appendix. We anticipate housing specific engagement will help identify existing housing challenges and needs as well as barriers to developing more affordable housing.

Land Capacity Analysis

BERK will complete an updated land capacity analysis to determine available capacity for new housing and job growth. The analysis will build on the County's existing land capacity methodology and will consider housing capacity at all income levels. It will account for regulations in Chapter 18.18 JCC in anticipation of the availability of wastewater treatment facilities in mid-2025 in the core sewer area within the Irondale/Port Hadlock UGA. The initial land capacity analysis results will inform the gap, barrier, and adequate provision analysis in the Housing Technical Appendix, as well as the Land Use Element Update in Task I and UGA review in Task IV. BERK will summarize the land capacity methodology and initial and revised results in a memo that could be attached in an appendix to the Comprehensive Plan (either as an appendix or combined with the Housing Technical Appendix below).

Housing Technical Appendix

BERK will compile a Housing Element technical appendix consisting of the following sections:

- **A detailed inventory** including a community profile (existing population, household, and workforce characteristics) and an inventory of current housing units, residential construction production trends, and affordability. The inventory will draw on previous studies as appropriate and will include a review of government-assisted housing; manufactured housing; multifamily housing (including middle housing like duplexes, triplexes, and townhomes); group homes; foster care facilities; and permanent supportive and emergency housing.
- **A displacement risk analysis and review of racially disparate impacts** consistent with HB 1220 requirements and Commerce guidance.
- **A gap analysis** that considers current and future housing needs and compares adopted targets to existing capacity. This section would cross reference the land capacity memo and consider gaps between the capacity results and regional housing allocation. If there are gaps between the allocation and capacity, the BERK team will work with the County staff to identify appropriate actions (e.g., rezones) needed to address those gaps (see adequate provisions and development regulations below).
- **A review of existing barriers** to housing at all affordability levels based on prior production trends and the Commerce barrier checklists. BERK would work with County staff to fill out the Commerce barrier checklists and would supplement information in the checklists with feedback heard during the interviews and focus groups with local stakeholders/developers and other early engagement efforts in Task I.

- **Identification of adequate provisions** and appropriate programs and actions needed to meet housing needs and overcome identified barriers, considering employment locations, ways to provide for middle housing in the Irondale/Port Hadlock UGA, and the role of accessory dwelling units consistent. BERK will work with County staff to ensure programs and actions are aligned with legislative priorities.

Update Goals & Policies

BERK will update goals and policies in the Housing Element based on the County's vision for accommodating all housing needs and results of the land capacity analysis, housing-focused engagement, and housing technical appendix. We anticipate updates will include measures to accommodate housing affordable to all economic segments of the population, reduce displacement risk, undo identified racially disparate impacts, and encourage middle housing in the Irondale/Port Hadlock UGA. We anticipate **public review of the draft Housing Element will coincide with review of the other elements in Task I**. BERK will address comments and update the element once comments are collected.

Middle Housing Ordinance(s) & Development Regulation Revisions

BERK will peer review middle housing ordinance(s) prepared by the County for the Irondale/Port Hadlock UGA consistent with the land capacity analysis and UGA review (Task IV). BERK will identify development regulation updates in Jefferson County Code Titles 17 and 18 required with plan adoption to remove middle housing barriers, creates incentives for middle housing, and achieve housing availability and affordability in Jefferson County (see also Task V). The County will **distribute draft codes for public comments as part of the larger outreach and Planning Commission/Board of County Commissioners process (Task I)**. BERK will address comments received in the final development regulations. These revisions would be separate from but consistent with revisions under Task V. Additional actions/updates the County may take after plan adoption would be included in the adequate provisions sections of the Housing Technical Appendix.

IV. Urban Growth Area

BERK will coordinate with the County to evaluate and update the UGA in anticipation of the availability of wastewater treatment facilities in mid-2025 in the core sewer area within the Irondale/Port Hadlock UGA. BERK will include the land use/zoning districts and development regulations in Chapter 18.18 JCC as part of the initial land capacity analysis in Task III. Results of the initial land capacity analysis will inform recommended policy revisions to increase capacity in the UGAs and to reconcile any inconsistencies within UGA boundaries (e.g., rezones, middle housing allowances in the UGA, and ways to increase consistency between actual development and plan assumptions; see the Housing Technical Appendix under Task III). The revised Comprehensive Plan Elements will also incorporate policies to support future urban growth within the Irondale/Port Hadlock UGA over the next 20 years.

Optional Task: Transportation UGA Analysis

As an optional task, Transpo would update the UGA analysis in Appendix C of the 2018 Comprehensive Plan. This would include traffic data collection at up to 12 intersections and update existing and forecast 20-year intersection LOS within the UGA. Based on the updated traffic forecasts, an updated project list would be developed to address any expected transportation deficiencies. These projects would include planning level cost

estimates and expected impact on deficiencies based on the updated multimodal level of service standard developed as part of the comprehensive plan update. This optional task would not be undertaken without written approval by the County. The estimated cost for this optional task is \$29,900 and is attached as a separate budget.

V. Development Regulations

BERK will review and update development regulations in the Jefferson County code for consistency with the current legislative and local policy as required by the GMA periodic update checklist for fully planning counties. We will use the Commerce Periodic Update checklist prepared by the County to identify areas for update. We anticipate this could include various sections from Titles 16 (Environmental Regulations), 17 (Master Planned Resorts), and 18 (Unified Development Code). We will identify relevant sections from the code to update for consistency such as Rural and Resource Lands, Critical Areas, Zoning, Essential Public Facilities, Subdivision, Stormwater Management, Organic Materials, and Concurrency and Transportation Demand Management (TDM). Procedural updates consistent with Senate Bill 5290 will be completed by the County. **BERK will work with the County in distributing draft codes for public comments through the outreach process.** Once comments are received, we will address them in the final development regulations.

The BERK team will complete Commerce's Critical Areas Checklist and also utilize the Department of Fish and Wildlife's and Sound Choices' checklists to assist with identification of topics that may need to be addressed. The update of the Critical Areas Regulations requires a review of the most recent best available science (BAS). Washington Department of Ecology has produced several documents in recent years regarding wetland management that constitute BAS and are anticipated to be readily incorporated into the County's regulations.

This scope assumes that the primary new source of BAS that may require more County consideration, as well as public and agency input, relates to WDFW's most recent riparian management recommendations based on site potential tree height (SPTH). We will reach out to WDFW for focused discussion of this topic and provide analysis of the implications of SPTH-related changes to help the County select a path forward. We will also work with staff to identify and incorporate changes to the regulations generated from staff "lessons learned" during implementation of the current code and explore any additional opportunities for process streamlining through a staff, Planning Commission, or Board of County Commissioner workshop.

Critical Areas Ordinance Assumptions for Shannon & Wilson (S&W): The scope assumes the County will assist with the Best Available Science update and S&W will peer review. S&W will prepare a memo focused on WDFW review of Fish and Wildlife Habitat Conservation Areas. S&W will attend up to two virtual staff workshops and up to three virtual decision maker meetings.

B. Budget

B. Budget																	
BERK Consulting																	
2024 Hourly Rate																	
Task I: Comprehensive Plan Update																	
1.1 Launch & Ongoing Coordination	36	20	24	12	24	16	12	8	8	8	8	8					
1.2 Plan Audit	16	4	20	4	12	12				8	16	12					
1.3 Element Updates	80	12	54	8		40	16			40	160	20					
1.4 Engagement & Legislative Review	40	12	24	8	24		8			8	16	16					
Subtotal	172	48	122	32	60	68	36	8	8	64	200	56					874
Task II: Climate Resiliency Element																	
2.1 Policy Audit & SWOT Analysis	6	16						40	60								
2.2 Equitable, Climate-Focused Engagement								30	40								
2.3 Climate Impact & Community Asset Assessment		5					10	12	32								
2.4 Climate Risk & Vulnerability Assessment		12					24	30	60								
2.5 Draft & Final Goals & Policies	10	20						40	60								
2.6 Draft & Final Element	5	12						30	40								
2.7 Task Coordination & Climate Team Meetings		16						40	60								
Subtotal	21	81	0	0	0	0	34	222	352	0	0	0					710
Task III: Housing Element																	
3.1 Housing Element Kickoff	2	2			2												
3.2 Housing Engagement	8				8												
3.3 Land Capacity Analysis	20	4			8		40										
3.4 Technical Appendix	40	8			30	20											
3.5 Housing Element	20	4			20												
3.6 Ordinances & Regulations	8	8		16	24												
Subtotal	98	26	0	16	92	20	40	0	0	0	0	0					292
Task IV: Urban Growth Area																	
4.1 UGA Evaluation	20	10	10		30		32										
4.2 Population Allocations																	
Subtotal	20	10	10	0	30	0	32	0	0	0	0	0					102
Task V: Development Regulations																	
5.1 Development Regulation Updates	8	50		60								75					
Subtotal	8	50	0	60	0	0	0	0	0	0	0	75					193
Task VI: Development Regulations																	
6.1 Development Regulation Updates	8	50		60								75					
Subtotal	8	50	0	60	0	0	0	0	0	0	0	75					193
Task VII: Development Regulations																	
7.1 Development Regulation Updates	8	50		60								75					
Subtotal	8	50	0	60	0	0	0	0	0	0	0	75					193
Task VIII: Development Regulations																	
8.1 Development Regulation Updates	8	50		60								75					
Subtotal	8	50	0	60	0	0	0	0	0	0	0	75					193
Task IX: Development Regulations																	
9.1 Development Regulation Updates	8	50		60								75					
Subtotal	8	50	0	60	0	0	0	0	0	0	0	75					193
Task X: Development Regulations																	
10.1 Development Regulation Updates	8	50		60								75					
Subtotal	8	50	0	60	0	0	0	0	0	0	0	75					193
Task XI: Development Regulations																	
11.1 Development Regulation Updates	8	50		60								75					
Subtotal	8	50	0	60	0	0	0	0	0	0	0	75					193
Task XII: Development Regulations																	
12.1 Development Regulation Updates	8	50		60								75					
Subtotal	8	50	0	60	0	0	0	0	0	0	0	75					193
Task XIII: Development Regulations																	
13.1 Development Regulation Updates	8	50		60								75					
Subtotal	8	50	0	60	0	0	0	0	0	0	0	75					193
Task XIV: Development Regulations																	
14.1 Development Regulation Updates	8	50		60								75					
Subtotal	8	50	0	60	0	0	0	0	0	0	0	75					193
Task XV: Development Regulations																	
15.1 Development Regulation Updates	8	50		60								75					
Subtotal	8	50	0	60	0	0	0	0	0	0	0	75					193
Task XVI: Development Regulations																	
16.1 Development Regulation Updates	8	50		60								75					
Subtotal	8	50	0	60	0	0	0	0	0	0	0	75					193
Task XVII: Development Regulations																	
17.1 Development Regulation Updates	8	50		60								75					
Subtotal	8	50	0	60	0	0	0	0	0	0	0	75					193
Task XVIII: Development Regulations																	
18.1 Development Regulation Updates	8	50		60								75					
Subtotal	8	50	0	60	0	0	0	0	0	0	0	75					193
Task XIX: Development Regulations																	
19.1 Development Regulation Updates	8	50		60								75					
Subtotal	8	50	0	60	0	0	0	0	0	0	0	75					193
Task XX: Development Regulations																	
20.1 Development Regulation Updates	8	50		60								75					
Subtotal	8	50	0	60	0	0	0	0	0	0	0	75					193
Task XXI: Development Regulations																	
21.1 Development Regulation Updates	8	50		60								75					
Subtotal	8	50	0	60	0	0	0	0	0	0	0	75					193
Task XXII: Development Regulations																	
22.1 Development Regulation Updates	8	50		60								75					
Subtotal	8	50	0	60	0	0	0	0	0	0	0	75					193
Task XXIII: Development Regulations																	
23.1 Development Regulation Updates	8	50		60								75					
Subtotal	8	50	0	60	0	0	0	0	0	0	0	75					193
Task XXIV: Development Regulations																	
24.1 Development Regulation Updates	8	50		60								75					
Subtotal	8	50	0	60	0	0	0	0	0	0	0	75					193
Task XXV: Development Regulations																	
25.1 Development Regulation Updates	8	50		60								75					
Subtotal	8	50	0	60	0	0	0	0	0	0	0	75					193
Task XXVI: Development Regulations																	
26.1 Development Regulation Updates	8	50		60								75					
Subtotal	8	50	0	60	0	0	0	0	0	0	0	75					193
Task XXVII: Development Regulations																	
27.1 Development Regulation Updates	8	50		60								75					
Subtotal	8	50	0	60	0	0	0	0	0	0	0	75					193
Task XXVIII: Development Regulations																	
28.1 Development Regulation Updates	8	50		60								75					
Subtotal	8	50	0	60	0	0	0	0	0	0	0	75					193
Task XXIX: Development Regulations																	
29.1 Development Regulation Updates	8	50		60								75					
Subtotal	8	50	0	60	0	0	0	0	0	0	0	75					193
Task XXX: Development Regulations																	
30.1 Development Regulation Updates	8	50		60								75					
Subtotal	8	50	0	60	0	0	0	0	0	0	0	75					193
Task XXXI: Development Regulations																	
31.1 Development Regulation Updates	8	50		60								75					
Subtotal	8	50	0	60	0	0	0	0	0	0	0	75					193
Task XXXII: Development Regulations																	
32.1 Development Regulation Updates	8	50		60								75					
Subtotal	8	50	0	60	0	0	0	0	0	0	0	75					193
Task XXXIII: Development Regulations																	
33.1 Development Regulation Updates	8	50		60								75					
Subtotal	8	50	0	60	0	0	0	0	0	0	0	75					193
Task XXXIV: Development Regulations																	
34.1 Development Regulation Updates	8	50		60								75					
Subtotal	8	50	0	60	0	0	0	0	0	0	0	75					193
Task XXXV: Development Regulations																	
35.1 Development Regulation Updates	8	50		60								75					
Subtotal	8	50	0	60	0	0	0	0	0	0	0	75					193
Task XXXVI: Development Regulations																	
36.1 Development Regulation Updates	8	50		60								75					
Subtotal	8	50	0	60	0	0	0	0	0	0	0	75					193
Task XXXVII: Development Regulations																	
37.1 Development Regulation Updates	8	50		60								75					
Subtotal	8	50	0	60	0	0	0	0	0	0	0	75					193
Task XXXVIII: Development Regulations																	
38.1 Development Regulation Updates	8	50		60								75					
Subtotal	8	50	0	60	0	0	0	0	0	0	0	75					193
Task XXXIX: Development Regulations																	
39.1 Development Regulation Updates	8	50		60								75					
Subtotal	8	50	0	60	0	0	0	0	0	0	0	75					193
Task XL: Development Regulations																	
40.1 Development Regulation Updates	8	50		60								75					
Subtotal	8	50	0	60	0	0	0	0	0	0	0	75					193
Task XLI: Development Regulations																	
41.1 Development Regulation Updates	8	50		60								75					
Subtotal	8	50	0	60	0	0	0	0	0	0	0	75					193
Task XLII: Development Regulations																	
42.1 Development Regulation Updates	8	50		60								75					
Subtotal	8	50	0	60	0	0	0	0	0	0	0	75					193
Task XLIII: Development Regulations																	
43.1 Development Regulation Updates	8	50		60								75					
Subtotal	8	50	0	60	0	0	0	0	0	0	0	75					193
Task XLIV: Development Regulations																	
44.1 Development Regulation Updates	8	50		60								75					
Subtotal	8	50	0	60	0	0	0	0	0	0	0	75					193
Task XLV: Development Regulations																	
45.1 Development Regulation Updates	8	50		60								75					
Subtotal	8	50	0	60	0	0	0	0	0	0	0	75					193
Task XLVI: Development Regulations																	
46.1 Development Regulation Updates	8	50		60								75					
Subtotal	8	50	0	60	0	0	0	0	0	0	0	75					193
Task XLVII: Development Regulations																	
47.1 Development Regulation Updates	8	50		60								75					
Subtotal	8	50	0	60	0	0	0	0	0	0	0	75					193
Task XLVIII: Development Regulations																	
48.1 Development Regulation Updates	8	50		60								75					
Subtotal	8	50	0	60	0	0	0	0	0	0	0	75					193
Task XLIX: Development Regulations																	
49.1 Development Regulation Updates	8	50		60								75					
Subtotal	8	50	0	60	0	0	0	0	0	0	0	75					193
Task L: Development Regulations																	
50.1 Development Regulation Updates	8	50		60								75					
Subtotal	8	50	0	60	0	0	0	0	0	0	0	75					193
Task LI: Development Regulations																	
51.1 Development Regulation Updates	8	50		60								75					
Subtotal	8	50	0	60	0	0	0	0	0	0	0	75					193
Task LII: Development Regulations																	
52.1 Development Regulation Updates	8	50		60								75					
Subtotal	8	50	0	60	0	0	0	0	0	0	0	75					193
Task LIII: Development Regulations																	
53.1 Development Regulation Updates	8	50		60								75					
Subtotal	8	50	0	60	0	0	0	0	0	0	0	75					193
Task LIV: Development Regulations																	
54.1 Development Regulation Updates	8	50		60													

Task IV Optional Transportation Analysis Budget



Cost Estimate Worksheet

Number / Project Name
24078.00 / JC Optional Task 4

Pay rates are effective from May 1, 2023 through April 26, 2024, within the ranges shown in the attachment
Only key staff are shown and other staff may work on and charge to the project as needed by the project manager

	Project Manager	Quality Control	Project Engineer	Engineer	Project Admin
initials	JCP	BMT	PWS	BA2	AMC
labor category	Prin L7	Eng L6	Eng L5	AnyL L2	PA L4
cost rate	\$295.00	\$255.00	\$205.00	\$140.00	\$190.00

Labor:

	Work Task					Hours	Cost
1	Data Collection / Intersection Operations	2		4	16	22	\$3,650
2	Forecasting	2	10	10	24	46	\$8,550
3	Update Technical Appendix	8	2	32	42	86	\$15,690
4						0	\$0
5						0	\$0
6						0	\$0
7						0	\$0
8						0	\$0
9						0	\$0
10						0	\$0
11						0	\$0
12						0	\$0
13						0	\$0
14						0	\$0
15						0	\$0
16						0	\$0
17						0	\$0
18						0	\$0
19						0	\$0
20						0	\$0
Total Hours		12	12	46	82	2	154
Labor Costs		\$3,540	\$3,060	\$9,430	\$11,480	\$380	\$27,890

Reimbursable Expenses:

Item	Reimburs. Cost
1 Application	
2 Business Meals	
3 Mileage	
4 Miscellaneous	
5 Models/Renderings/Photos	
6 Parking	
7 Records Filing	
8 Registrations	
9 Reproductions	
10 Shipping/Courier	
11 Specialty Software	
12 Supplies	
13 Traffic Accident Data	\$1,680
14 Traffic Count Vendors	
15 Travel, Hotel, Taxi, & Air Fare	
Sub Total	\$1,680
Total (Cost + 15 percent)	\$1,932

Subconsultants:

Firm	Subs. Cost
1 Subconsultant A	
2 Subconsultant B	
3 Subconsultant C	
4 Subconsultant D	
5 Subconsultant E	
Sub Total	\$0
Total (Cost + 15 percent)	\$0

TOTAL ESTIMATE \$29,900