



Shelton City Council  
Meeting Agenda – Virtual Platform  
February 1, 2022 at 6:00 p.m.

**A. Call to Order**

- Pledge of Allegiance
- Roll Call
- Late Changes to the Agenda

**B. Council Reports**

**C. Consent Agenda** (Action)

1. Vouchers numbered 106746 through 106835 in the total amount of \$265,537.75
2. Vouchers numbered 106836 through 106866 in the total amount of \$27,114.78
3. Voucher numbered 106867 in the amount of \$6,881.97
4. Mason County Historical Society Museum 4<sup>th</sup> Quarter LTAC Report – Written by Director Liz Arbaugh
5. Shelton-Mason County Chamber of Commerce 4<sup>th</sup> Quarter LTAC Report – Written by President/CEO Heidi McCutcheon

**D. General Public Comment** (3-minute time limit)

**E. Business Agenda** (Study/No Action/Public Comment Taken)

1. Resolution No. 1223-1221 & Resolution No. 1224-1221 Design Contract for Safe Routes to School & Design Contract for Brockdale Road – Presented by City Engineer Ken Gill
2. Resolution No. 1225-1221 2022 Master Fee Schedule Update – Presented by Interim Finance Director Teri Schnitzer

**F. Action Agenda** (Action/Public Comment Taken)

No action items

**G. Administration Reports**

1. City Manager Report

**H. New Items for Discussion**

**I. Announcement of Next Meeting – February 15, 2022 at 6:00 p.m.**

**J. Adjourn**

**Special Note for Public Participation**

The meeting can be viewed at: [masonwebtv.com](http://masonwebtv.com)

The public can provide comments by:

Email: [jeff.niten@sheltonwa.gov](mailto:jeff.niten@sheltonwa.gov) Telephone: (360) 432-5105

Joining the Zoom meeting by clicking on the link posted on the City Council's webpage

Your comments will be relayed directly to the Council.



# 2022 Looking Ahead

(Items and dates are subject to change)

Tues. 2/1 6:00 p.m.	Regular Meeting	<p>Consent Agenda</p> <ul style="list-style-type: none"> <li>Vouchers/Payroll Warrants/Meeting Minutes</li> <li>4<sup>th</sup> Q LTAC Report – Chamber of Commerce</li> <li>4<sup>th</sup> Q LTAC Report – Mason County Historical Society Museum</li> </ul> <p>Business Agenda</p> <ul style="list-style-type: none"> <li>Resolution No. 1223-1221 Design Contract with RH2 Engineering for Safe Routes to School</li> <li>Resolution No. 1224-1221 Design Contract with RH2 for Brockdale Rd.</li> <li>Resolution No. 1225-1221 Updating Master Fee Schedule</li> </ul> <p>Action Agenda</p> <ul style="list-style-type: none"> <li>Administration Report</li> </ul>	Packet Items Due: 1/21 – 5:00 p.m.
Tues. 2/8 6:00 p.m.	Study Session	Study Agenda	Packet Items Due: 2/4 @ noon
Tues. 2/15 6:00 p.m.	Regular Meeting	<p>Presentation</p> <ul style="list-style-type: none"> <li>Olympia Community Solar</li> </ul> <p>Consent Agenda</p> <ul style="list-style-type: none"> <li>Vouchers/Payroll Warrants/Meeting Minutes</li> <li>December Financial Status Report</li> </ul> <p>Business Agenda</p> <ul style="list-style-type: none"> <li>Noise Ordinance</li> <li>Animal Control Ordinance</li> <li>Park and Recreation Citizens Advisory Committee Appointments</li> </ul> <p>Action Agenda</p> <ul style="list-style-type: none"> <li>Resolution No. 1223-1221 Design Contract with RH2 Engineering for Safe Routes to School</li> <li>Resolution No. 1224-1221 Design Contract with RH2 for Brockdale Rd.</li> <li>Resolution No. 1225-1221 Updating Master Fee Schedule</li> <li>Bargaining Agreement w/Customer Service</li> </ul> <p>Administration Report</p> <ul style="list-style-type: none"> <li></li> </ul>	Packet Items Due: 2/4 – 5:00 p.m.
Tues. 2/15 (following regular mtg.)	Special Meeting	<p>Executive Session</p> <ul style="list-style-type: none"> <li>Potential Sale of Real Estate</li> <li>Performance of a Public Employee</li> </ul>	N/A

Tues. 2/22 6:00 p.m.	Study Session	Study Agenda	Packet Items Due: 2/18 @ noon
Tues. 3/1 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> <li>• Vouchers/Payroll Warrants/Meeting Minutes</li> </ul> Business Agenda <ul style="list-style-type: none"> <li>• Public Hearing Ordinance No. 1968-0321 Water Comp Plan Adoption</li> </ul> Action Agenda <ul style="list-style-type: none"> <li>• Noise Ordinance</li> <li>• Animal Control Ordinance</li> <li>• Park and Recreation Citizens Advisory Committee Appointments</li> </ul> Administration Report <ul style="list-style-type: none"> <li>•</li> </ul>	Packet Items Due: 2/18 – 5:00 p.m.
Tues. 3/8 6:00 p.m.	Study Session	Study Agenda <ul style="list-style-type: none"> <li>• Sign Ordinance</li> <li>• Graffiti Ordinance</li> </ul>	Packet Items Due: 3/4 @ noon
Tues. 3/15 5:45 p.m.	SMPD Meeting	Consent Agenda <ul style="list-style-type: none"> <li>• Vouchers/Meeting Minutes</li> </ul> Business Agenda <ul style="list-style-type: none"> <li>•</li> </ul> Action Agenda <ul style="list-style-type: none"> <li>•</li> </ul> Administration Report <ul style="list-style-type: none"> <li>•</li> </ul>	Packet Items Due: 3/4 – 5:00 p.m.
Tues. 3/15 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> <li>• Vouchers/Payroll Warrants/Meeting Minutes</li> </ul> Business Agenda <ul style="list-style-type: none"> <li>•</li> </ul> Action Agenda <ul style="list-style-type: none"> <li>• Ordinance No. 1968-0321 Water Comp Plan Adoption</li> </ul> Administration Report <ul style="list-style-type: none"> <li>•</li> </ul>	Packet Items Due: 3/4 – 5:00 p.m.
Tues. 3/22 6:00 p.m.	Study Session	Study Agenda	Packet Items Due: 3/18 @ noon
April 5 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> <li>• Vouchers/Payroll Warrants/Meeting Minutes</li> </ul> Business Agenda <ul style="list-style-type: none"> <li>•</li> </ul> Action Agenda <ul style="list-style-type: none"> <li>•</li> </ul> Administration Report <ul style="list-style-type: none"> <li>•</li> </ul>	Packet Items Due: 3/25 – 5:00 p.m.
April 12 6:00 p.m.	Study Session	Study Agenda	Packet Items Due: 4/8 @ noon

Other – TBD

- UGA/Annexation Policy (Water/Sewer Extensions)
- More Standing Committees by the Council
- Resolution No. 1215-1021 2021 Chip Seal Final Acceptance

Updated 1/24/2022

**VOUCHER APPROVAL**

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein vouchers number 106746 through number 106835 in the total amount of \$265,537.75 that the claims are just, due and unpaid obligations against the City of Shelton, and that I am authorized to authenticate and certify said claims.

Signed this 19<sup>th</sup> of January, 2022.

  
\_\_\_\_\_  
Interim Director of Financial Services

We, the undersigned members of the City Council of Shelton, Washington, do hereby certify that the vouchers contained herein are approved for payment.

Signed this \_\_\_\_\_ of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Mayor Eric Onisko

\_\_\_\_\_  
Deputy Mayor Joe Schmit

\_\_\_\_\_  
Councilmember James Boad

\_\_\_\_\_  
Councilmember Miguel Gutierrez

\_\_\_\_\_  
Councilmember Kathy McDowell

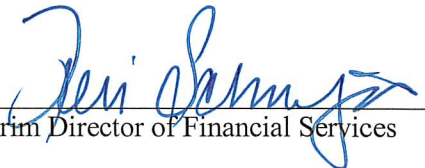
\_\_\_\_\_  
Councilmember Deidre Peterson

\_\_\_\_\_  
Councilmember Sharon Schirman

## VOUCHER APPROVAL

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein vouchers number 106836 through number 106866 in the total amount of \$27,114.78 that the claims are just, due and unpaid obligations against the City of Shelton, and that I am authorized to authenticate and certify said claims.

Signed this 19th of January, 2022.

  
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Interim Director of Financial Services

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Councilmember Miguel Gutierrez

\_\_\_\_\_  
Councilmember Kathy McDowell

\_\_\_\_\_  
Councilmember Deidre Peterson

\_\_\_\_\_  
Councilmember Sharon Schirman

## VOUCHER APPROVAL

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein vouchers number 106867 through number 106867 in the total amount of \$6,881.97 that the claims are just, due and unpaid obligations against the City of Shelton, and that I am authorized to authenticate and certify said claims.

Signed this 19<sup>th</sup> of January, 2022.

  
Interim Director of Financial Services

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Signed this \_\_\_\_\_ of \_\_\_\_\_, 2022.

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Councilmember Miguel Gutierrez

\_\_\_\_\_  
Councilmember Kathy McDowell

\_\_\_\_\_  
Councilmember Deidre Peterson

\_\_\_\_\_  
Councilmember Sharon Schirman



#### 4th Quarter 2021 Visitor Information Report January 5, 2022

<u>Month</u>	<u>Total Attendance</u>	<u>&gt; 50 Miles</u>	<u>Out of State</u>	<u>Out of Country</u>
October	122	58	16	2
November	112	17	09	0
<u>December</u>	<u>248</u>	<u>71</u>	<u>13</u>	<u>0</u>
<b>Total</b>	<b>482</b>	<b>146</b>	<b>38</b>	<b>2</b>

- The Mason County Historical Museum had visitors from 7 states, Germany and Sweden during the 4th quarter of 2021.
- Paul and Babe attended the Shelton High School home football games this fall, thanks to MCHS board member, Steve Bloomfield and his son. They are now back in storage until Spring.
- The museum received a **CARES** grant through **Humanities Washington** to help alleviate the loss of funds from another cancellation of the Downtown Car Show during the summer.
- “**Orre Nobles: Art and Whimsy on Hood Canal**”, the special exhibit for the museum was held for an extra two weeks because of continued interest. It has been followed by a holiday exhibit, “**Mason County Christmas Past**” featuring vintage postcards belonging to the Bordeaux family of Mason County, cards sent by Irene and Mark Reed in the 1930s, the art of Elton Bennett and Clarence Beauchamp, and other artifacts from early “**Christmastown, USA.**”
- The next exhibit, planned for February of this year, will feature **handmade quilts** from the museum collection. This collection includes two “crazy quilts” from the early 1900s and several pieced quilts from 1900 to the 1960s.
- A student from the University of Washington Masters in Library Science and Information Technology will be developing a database to improve retrieval of the museum’s 10,000 plus photo and negative collection as her **Capstone project**. This is a critical step in eventually making the photo collection available online.
- The museum exceeded its Annual Fund Drive goal of \$20,000. This money will be used for operating expenses for the museum.

**The Mason County Historical Society thanks the City of Shelton for its continued support.**



*George Stenberg Photography*



*4th Quarter 2021*

# VISITOR INFORMATION SERVICES UPDATE

Prepared for City of Shelton Lodging Tax Advisory Committee

# Scan Here!

Scan the code below with your camera for a digital copy of the guides and topographic maps.



HOODSPORT  
VISITOR CENTER

## VISITOR INFORMATION CENTER *Activities*

Staff and volunteers attended a county-wide tourism workshop on November 18 to become familiar with the 'Wild Side Guide' produced and distributed by Rachel Hansen. One afternoon was spent learning about resources within the guide and how to use it as a reference for comprehensive visitor services.

The Chamber and the Hoodsport visitor centers each are designated locations to obtain local expert information and referrals. Participants were able to become personally acquainted with owners/operators of tourism activities and services in Mason County.

Our visitor centers also implemented QR code access for approximately 75 different Olympic National Forest and Olympic National Park recreational opportunity guides. These handouts summarize details about trails and points of interest in the wilderness including access, difficulty, distance, facilities, and terrain.

# Maps & Passes Sold

ITEM	2021	2020	%	2019	%
Interagency Pass	393	336	117.0%	386	101.8%
US Forest Annual Pass	76	138	55.1%	222	34.2%
Discover Annual Pass	131	148	88.5%	192	68.2%
Discover Day Pass	4	1	400.0%	5	80.0%
NW Forest Pass	218	264	82.6%	494	44.1%
Christmas Tree Pass	130	161	80.7%	40	325.0%
US Forest Map	81	41	197.6%	28	289.3%
Mt. Skok Map	55	24	229.2%	83	66.3%
Brothers Map	24	10	240.0%	34	70.6%
Nat'l Geo Maps	55	13	423.1%	0	0.0%

## VISITOR INFORMATION CENTER *Services*

Visitor services for the two Shelton locations at the close of 2021 regained in-person traffic and the total number of people served in 4Q 2021 surpassed the same period last year by 78%. Phone call volume this quarter is comparable to that of 2020 and reflects an overall upward trend year over year.

Sales of maps and recreational passes at the Hoodsport location in 2021 remain consistent and reached 75% of pre-pandemic figures. Memorabilia has proven popular since being added in June and over 500 items have since sold.

	PHONE CALLS		CHAMBER VISITORS		CABOOSE VISITORS		HOODSPORT VISITORS	
	2021	2020	2021	2020	2021	2020	2021	2020
OCTOBER	212	186	73	55	75	0	714	363
NOVEMBER	147	139	79	54	32	0	349	362
DECEMBER	136	165	112	181	0	0	288	156
<b>4Q TOTAL</b>	<b>495</b>	<b>490</b>	<b>264</b>	<b>290</b>	<b>107</b>	<b>0</b>	<b>1,351</b>	<b>881</b>

### Pre-pandemic Comparison of Total Annual Visitors

2019	2020	2021	%
15,844	5,556	10,377	65.50%



Shelton-Mason County Chamber of Commerce  
Published by Kirsten Faberzak • December 2, 2021 •

Two websites have all the December holiday event details:  
<https://masonchamber.com/christmastown/> and [www.christmastownwa.org](http://www.christmastownwa.org)



# HOLIDAY ACTIVITIES IN SHELTON (AKA)

# Christmastown

## ALL DECEMBER

Christmastown Guinness Tribute Tree Maze  
5:00-10:00p, 425 W Cota St, Shelton

Keeping Spirits Bright  
Self-Guided Light Tour Contest, Mason County

Christmastown Gingerbread Window Display  
Chamber office, 215 W Railroad

## FRIDAY, DECEMBER 3

Christmastown Market & Free Crafts  
2:00-8:00p, Shelton Civic Center

Holiday Magic Free Showing of Elf  
4:00p, Shelton Cinemas

Holiday Magic Shop Shelton First  
5:00-8:00p, Shelton Downtown Merch

Holiday Magic festivities  
6:00-8:00p, Railroad Ave

"Together Again for Christmas" Concert  
7:00p, View Alliance Church

## SATURDAY, DECEMBER 4

Christmastown Market & Free Crafts  
12:00-8:00p, Shelton Civic Center

Holiday Magic Missile Toe Mile  
3:00 Registration; 4:00p Run, Railroad Ave

Holiday Magic Reverse Christmas Parade  
6:00-8:00p, Railroad Ave, Shelton

## SUNDAY, DECEMBER 5

Christmastown Market & Free Crafts  
12:00-6:00p, Shelton Civic Center

Holiday Magic Festivities  
6:00-8:00p, Railroad Ave

## MORE FESTIVE FUN!

### FRIDAY & SATURDAY

Week  
by

Shelton  
Olympic  
Un  
Be  
Grape  
Hoods  
Kami  
La  
A  
Tumw  
Skokon  
E  
Sea  
Taco

8,425	735	-
People reached	Engagements	Distribution score



43

# GOOGLE Analytics and Traffic

## Google My Business

### Shelton-Mason County Chamber of Commerce



Website Directions Save Call

5.0 ★★★★★ 3 Google reviews

Chamber of commerce in Shelton, Washington

Address: 215 W Railroad Ave, Shelton, WA 98584

Areas served: [Mason County](#)

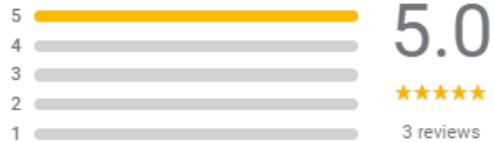
Hours: [Open](#) · Closes 5PM

Health & safety: [Mask required](#) · [More details](#)

Phone: (360) 426-2021

#### Review summary

Write a review



"They were closed to help set up the tree maze but helped us anyway!"

★★★★★



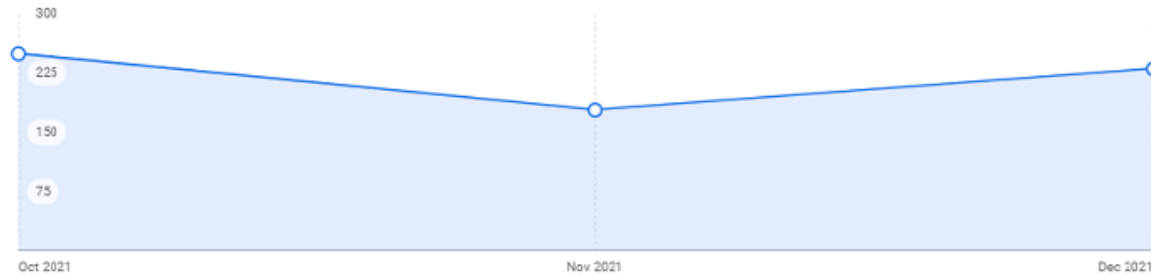
"Doing an incredible job on the **Christmas Town** celebrations."

★★★★★

657

Business Profile interactions

+7.9% (vs Oct 2020–Dec 2020)



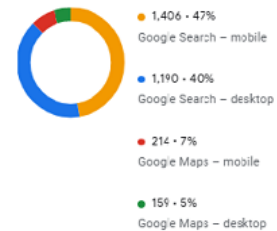
2,969

People viewed your Business Profile

+14.7% (vs Oct 2020–Dec 2020)

#### Platform and device breakdown

Platform and devices that people used to find your profile



484

Searches triggered your Business Profile

+31.9% (vs Oct 2020–Dec 2020)

#### Searches breakdown

Search terms that returned your profile in the results

1. shelton chamber of commerce	193
2. mason county chamber of commerce	155
3. chamber of commerce	83
4. shelton wa chamber of commerce	19
5. shelton mason county chamber	18



## Chamber Special Events

### Take part and support your community

The Chamber hosts and coordinates events throughout the year; from webinars and educational programs to fun-filled community events. Check out our Events Calendar for new events happening each month.



#### Events Calendar

The Chamber calendar highlights member events and community festivals across Mason County and neighboring areas.



#### Awards Gala

An evening to celebrate the year's accomplishments among business owners, community leaders, and award finalists.



#### Christmastown, USA

All things Christmas with an interactive "Tour of Lights" map, holiday happenings, and community events.



#### Street Fair & Bite of Mason County

This community street fair serves up local services, retailers, and restaurants in a festive downtown atmosphere.



#### Golf Socials & Tournament

Hit the course for a little friendly competition throughout the summer months at Alderbrook Golf Course.



#### Business After Hours

Meet new people and strengthen your business relationships at our monthly networking events.

## MASONCHAMBER.COM

### *Analytics and Traffic*

Overall, the Chamber website attracted **8,388 users** in Q4 and captured **22,869 page views**. The most popular pages were our member directory and the community event calendar.

Our top three landing pages visited during Q4 were [Chamber Events](#), [Christmastown](#), and the [Chamber's membership list](#).

☑ Total clicks

1.28K



☑ Total impressions

85.9K



# BUSINESS MATTERS

*Quarterly issue published in November*

The Chamber's *Business Matters* quarterly production was distributed in November as an insert within the *Shelton-Mason County Journal* to its subscribers and Chamber members totaling a readership of 24,000. Additional copies are placed at local businesses, libraries, visitor information centers, nonprofit resource offices, and the Chamber office. Copies are included within all visitor and relocation packet requests.

Space within each issue is reserved for communicating local event happenings, public interest topics, news tidbits, recreational offerings, and a complete Chamber member directory.

This 32-page issue highlighted community supporter Peninsula Credit Union, Christmastown USA activities, small business season, supply chain delays, and more.

*Note: no LTAC Funding is used to produce Business Matters.*





*Thank you!*

**4<sup>TH</sup> QUARTER 2021  
VISITOR INFORMATION  
SERVICES UPDATE**

Prepared for City of Shelton Lodging Tax Advisory Committee  
by the Shelton-Mason County Chamber of Commerce

*George Stenberg Photography*





## CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item E1)

Touch Date: 01/18/2022  
Brief Date: 02/01/2022  
Action Date: 02/15/2022

Department: Public Works

Presented By: City Engineer Ken Gill and Erik Howe, Principal with  
RH2 Engineering, Inc.

### APPROVED FOR COUNCIL PACKET:

#### ROUTE TO:

- ☒ Dept. Head
- ☐ Finance Director
- ☐ Attorney
- ☒ City Clerk
- ☒ City Manager

#### REVIEWED:

JH

JN

#### PROGRAM/PROJECT TITLE:

Design Contracts with RH2  
Engineering for SRTS and Brockdale  
Road

#### ATTACHMENTS:

- 1) Resolution 1223-1221 Design  
Contract for with RH2 Engineering for  
Safe Routes to School
- 2) PSA\_AGMT\_SRTS
- 3) Resolution 1224-1221 Design  
Contract for with RH2 Engineering for  
Brockdale Road
- 4) PSA\_AGMT Brockdale
- 5) PPT presentation

#### Action Requested:

- ☐ Ordinance
- ☒ Resolution
- ☒ Motion
- ☐ Other

### DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

Shelton was awarded \$770,103 through a competitive process in Safe Routes to School state funding in July 2021. The SRTS scope includes crosswalk improvements at 7<sup>th</sup>/Franklin, 9<sup>th</sup>/Railroad Ave and Shelton Springs Road at Huff & Puff Park. The grant funds are for design and construction and require a 13.5% match. Shelton applied for and was notified by Mason County of \$278,000 in federal funding in April 2021; the scope includes a hot mix asphalt overlay on Brockdale Road from Wallace-Kneeland to Batstone Cutoff Road. The grant funds are for construction and require a 13.5% match.

Staff advertised the need for design services for both projects in August 2021 and received responses from five firms in October 2021. An interview panel consisting of two Mason County and three Shelton staff selected RH2 Engineering as the most qualified firm on October 27, 2021. Erik Howe, a professional engineer with experience managing state and federally funded projects has prepared the attached scope and fee contracts to provide design services for both projects. The maximum amount payable for both is \$161,238. Erik will explain the scope of work with the attached powerpoint presentation.

### ANALYSIS/OPTIONS/ALTERNATIVES:

Council could choose to not recommend signature of the agreements and return the funding.

### BUDGET/FISCAL INFORMATION:

Council budgeted \$200,190 in transportation benefit funds for design and construction management in 2022 for this effort.

### PUBLIC INFORMATION REQUIREMENTS:

N/A

### STAFF RECOMMENDATION/MOTION:

"I move to place Resolution Numbers 1223-1221 and 1224-1221 on the action agenda of the February 15<sup>th</sup> Council meeting for further consideration."

**RESOLUTION NO. 1223-1221**

**A RESOLUTION OF THE CITY OF SHELTON, WASHINGTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A LOCAL AGENCY A&E PROFESSIONAL SERVICES NEGOTIATED HOURLY RATE CONSULTANT AGREEMENT FOR THE SAFE ROUTES TO SCHOOL PROJECT WITH RH2 ENGINEERING**

**WHEREAS**, the City has determined the need for engineering services for the Safe Routes to School Project; and

**WHEREAS**, the City has prepared an advertisement for engineering services and interviewed three firms in accordance with Local Agency Guidelines; and

**WHEREAS**, RH2 Engineering has been selected as the most qualified firm; and

**NOW, THEREFORE BE IT RESOLVED**, by the City Council of the City of Shelton, Washington that the City Manager is authorized to sign a contract with RH2 Engineering in the amount of \$101,952.21 for engineering services to provide plans and specifications for bidding for the improvements associated with the Safe Routes to School project.

**INTRODUCED** on this 1st day of February 2022 and **PASSED** by the City Council of the City of Shelton on this 15th day of February 2022.

ATTEST:

\_\_\_\_\_  
Mayor Onisko

\_\_\_\_\_  
City Clerk Nault

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

Agreement Number:

Firm/Organization Legal Name (do not use dba's): RH2 Engineering, Inc.		
Address 300 Simon St SE, Suite 5, East Wenatchee, WA 98802		Federal Aid Number
UBI Number 600 373 878		Federal TIN 91-1108443
Execution Date		Completion Date December 31, 2024
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Project Title SRTS and Brockdale Rd		
Description of Work The City of Shelton (City) has requested that RH2 Engineering, Inc., (RH2) perform the engineering services for a Safe Routes to School (SRTS) project that includes Americans with Disabilities Act (ADA) compliant sidewalk ramp improvements and pedestrian actuated Rectangular Rapid Flashing Beacon (RRFB) crossings at three locations in Shelton, Washington, within the project limits.		
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation
Maximum Amount Payable: \$101,952.21		

## Index of Exhibits

Exhibit A	Scope of Work
<del>Exhibit B</del>	<del>DBE Participation</del>
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
<del>Exhibit H</del>	<del>Liability Insurance Increase</del>
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 City of Shelton, 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 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.

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:				If to CONSULTANT:			
Name:	Ken Gill			Name:	Mr. Erik Howe		
Agency:	City of Shelton			Agency:	RH2 Engineering, Inc.		
Address:	525 W. Cota St.			Address:	300 Simon Street SE, Suite 5		
City:	Shelton	State:	WA	City:	East Wenatchee	State:	WA
		Zip:	98584			Zip:	98802
Email:	ken.gill@sheltonwa.gov			Email:	ehowe@rh2.com		
Phone:	(360) 432-5144			Phone:	(509) 886-6761		
Facsimile:				Facsimile:			

**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 car 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 contract. 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:

## 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: Ken Gill  
Agency: City of Shelton  
Address: 525 W. Cota St.  
City: Shelton State: WA Zip: 98584  
Email: ken.gill@sheltonwa.gov  
Phone: (360) 432-5144  
Facsimile:

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 part, 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 AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s 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    Paul R. Cross, Executive Vice President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**EXHIBIT A**  
**Scope of Work**  
**City of Shelton**  
**SRTS Crosswalk Improvements**  
January 2022

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## Background

The City of Shelton (City) has requested that RH2 Engineering, Inc., (RH2) perform the engineering services for their Safe Routes to School (SRTS) project that includes Americans with Disabilities Act (ADA) compliant sidewalk ramp improvements and pedestrian actuated Rectangular Rapid Flashing Beacon (RRFB) crossings at three locations in Shelton, Washington.

### Detailed Project Description:

- 1) Intersection of Franklin St and 7<sup>th</sup> St install:
  - a. Curb extensions on both sides of all four corners of the intersection
  - b. Pedestrian crosswalk markings on all legs of the intersection
  - c. Rectangular rapid flashing beacon across 7<sup>th</sup> St. on the north side of the intersection
  - d. ADA curb ramp retrofits at Franklin St. and 7<sup>th</sup> St.
  - e. Audible pedestrian push buttons
- 2) Intersection of Railroad Ave and 9<sup>th</sup> St. install:
  - a. Curb extensions on both sides of the two north corners of the intersection
  - b. Pedestrian crosswalk markings on all legs of the intersection
  - c. Rectangular rapid flashing beacon across Railroad Ave St. on the east side of the intersection
  - d. ADA curb ramp retrofits at Railroad Ave and 9<sup>th</sup> St.
  - e. Audible pedestrian push buttons
- 3) N 9<sup>th</sup> St. between Franklin St, and the alley to the south install
  - a. Sidewalk 6 feet wide or greater with curb and gutter
  - b. Curb extension on both sides of the southeast corner of the Franklin St. and N. 9<sup>th</sup> St. intersection
  - c. ADA curb ramp retrofits at 9<sup>th</sup> St. and Franklin St.
- 4) Existing pedestrian crossing across Shelton Spring Rd just north of the south driveway for Shelton High School install:
  - a. Median refuge island
  - b. Pedestrian crosswalk markings
  - c. ADA curb ramp retrofits at pedestrian crossing
  - d. Rectangular rapid flashing beacons
  - e. Audible pedestrian push buttons
- 5) Shelton Springs Rd between Tarragon Ave and Wallace Kneeland Blvd install:
  - a. Speed feedback signs

Design work and bidding services will be completed in 2022, with an anticipated construction in the fall of 2022. Deliverables will be provided in electronic format (PDF) unless otherwise noted. All agency reviews will be performed and comments provided in a timely manner.

## Task 1 – Washington State Department of Transportation Funding Package Documents

Objective: Prepare Washington State Department of Transportation (WSDOT) funding documents.

Approach:

- 1.1 Prepare project prospectus.
- 1.2 Prepare vicinity map.
- 1.3 Prepare typical roadway section.
- 1.4 Prepare local agency agreement.
- 1.5 Prepare preliminary Engineer's Estimate of probable construction costs.
- 1.6 Submit deliverables from subtasks 1.1 to 1.5 to the City and WSDOT for review and comment. Incorporate City and WSDOT comments for final funding package documents to WSDOT.

RH2 Deliverables:

- WSDOT project funding documents.

## Task 2 – Environmental Permitting

Objective: Submit applications and checklists required to obtain the environmental permits necessary to construct the project.

Approach:

- 2.1 Prepare a State Environmental Policy (SEPA) checklist permit application for the City. It is assumed the City will act as the lead agency. This Scope of Work provides four (4) hours of support for a determination. All costs of advertisements will be paid by the City.
- 2.2 Prepare and submit a National Pollutant Discharge Elimination System (NPDES) Construction Stormwater General Permit application, and up to one (1) supporting graphic. It is assumed that the City will incur the advertisement costs.
- 2.3 Prepare a Stormwater Pollution Prevention Plan (SWPPP) for inclusion in the NPDES Construction Stormwater General Permit application.

Assumptions:

- No Cultural Resources Survey is required (assumes exemption per LAG Section 24.8). If a cultural resource survey is required, this will be added by a supplement.

RH2 Deliverables:

- One (1) completed SEPA Checklist (City to make final determination).

- One (1) NPDES Stormwater Construction General Permit application and up to one (1) graphic.
- One (1) SWPPP.

### Task 3 – Prepare Plans, Specifications, and Engineer’s Estimate of Probable Construction Costs

Objective: Prepare design for the road overlay project at 30-, 90-, and bid-ready design levels. Prepare and provide plans, specifications, and Engineer’s Estimate of Probable Construction Costs (PS&E) for review.

#### Approach:

- 3.1 Develop preliminary plan layout for ADA improvements. A topographic survey will be performed by Sitts and Hill as a subconsultant to RH2.
- 3.2 Develop details for ADA ramp improvements.
- 3.3 Submit preliminary 30-percent plans to the City for review and comment. Attend one (1) review meeting with the City in Shelton.
- 3.4 Identify impacts to right-of-way and utility impacts. Provide exhibit and property description for new right of way. For the purpose of this scope it is assumed no more than one exhibit and property description will be needed.
- 3.5 Prepare preliminary special provisions in WSDOT format. Submit to the City for review.
- 3.6 Perform in-house quality assurance/quality control (QA/QC) design review of preliminary construction contract documents. Akana as a subconsultant to RH2 will provide additional QA/QC review as a peer review.
- 3.7 Coordinate with vendor on product specifications for proposed RRFB systems.
- 3.8 Revise 30-percent plans and specifications per City and in-house QA/QC review comments and develop 90-percent complete plans, specifications, and front-end bid documents. Submit 90-percent complete plans and specifications to the City for review and comment. Attend one (1) review meeting with the City in Shelton.
- 3.9 Revise 90-percent plans and specifications based on review comments and prepare bid-ready documents. Submit bid-ready documents to the City for advertisement.
- 3.10 Prepare final Engineer’s Estimate of probable construction cost.
- 3.11 Perform project management tasks during design.

Assumptions:

- RH2 will rely upon the accuracy and completeness of information, data, and materials generated or produced by the City and others in relation to this Scope of Work, unless otherwise noted.
- All new right of way, if any, will be obtained through a donation process.

Provided by the City:

- Standard road construction details.
- Review comments on preliminary and 90-percent design documents and attendance at review meeting.

RH2 Deliverables:

- Two (2) sets of hard copy half-size (11-inch by 17-inch) review plans at 30-percent design.
- One (1) set of WSDOT special provisions at 30-percent design.
- Two (2) sets of hard copy half-size (11-inch by 17-inch) review plans at 90-percent design.
- One (1) set of the front-end construction contract/bid documents and technical specifications at 90-percent design.
- Two (2) sets of hard copy half-size (11-inch by 17-inch) bid-ready plans.
- Two (2) sets of hard copy full-size (24-inch by 34-inch) bid-ready plans.
- One (1) set of final bid package, including front-end construction contract/bid documents, technical specifications, plans, and Engineer's Estimate of probable construction costs.
- Attendance at City review meetings.

## Task 4 – Services During Bidding

Objective: Assist with bidding project for award.

Approach:

- 4.1 Provide clarification and interpretation to the City as needed during the advertisement period.
- 4.2 Prepare up to two (2) addenda if modifications to the contract documents are deemed warranted by the City during the advertisement period.
- 4.3 Attend bid opening via virtual meeting.
- 4.4 Review bids and prepare a bid summary tabulation. Based upon the bids received, recommend the lowest qualified bidder.

Assumptions:

- The City will send the advertisement to the various publications and pay the publication costs. In addition, the City will utilize online services to reproduce and distribute the bid sets and any addenda.

RH2 Deliverables:

- Advertisement for bid.
- Up to two (2) addenda.
- Bid summary tabulation.

## ***Exhibit B***

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

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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.

None Proposed.

# ***Exhibit C***

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

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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**

Refer to Exhibit A Scope of Work

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

Refer to Exhibit A Scope of Work

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

Refer to Exhibit A Scope of Work

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

Refer to Exhibit A Scope of Work

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

Refer to Exhibit A Scope of Work

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

Refer to Exhibit A Scope of Work

II. Any Other Electronic Files to Be Provided

Refer to Exhibit A Scope of Work

III. Methods to Electronically Exchange Data

Refer to Exhibit A Scope of Work

A. Agency Software Suite

Refer to Exhibit A Scope of Work

B. Electronic Messaging System

Refer to Exhibit A Scope of Work

C. File Transfers Format

Refer to Exhibit A Scope of Work

EXHIBIT D  
Fee Estimate  
City of Shelton  
SRTS Crosswalk Improvements  
Jan-22

Description		Principal-in-charge	Principal	Project Manager	Project Engineer	Environmental Specialist	Project Accounting	Administrative Support	Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
Classification		Professional VIII	Professional VII	Professional V	Professional II	Professional II	Administrative IV	Administrative III					
Task 1	WSDOT Funding Package Documents	-	8	-	6	-	-	-	14	\$ 3,162	\$ -	\$ 165	\$ 3,327
1.1	Prepare project prospectus	-	2	-	-	-	-	-	2	\$ 607	\$ -	\$ -	\$ 607
1.2	Prepare vicinity map	-	1	-	2	-	-	-	3	\$ 548	\$ -	\$ 55	\$ 603
1.3	Prepare typical roadway section	-	1	-	2	-	-	-	3	\$ 548	\$ -	\$ 55	\$ 603
1.4	Prepare local agency agreement	-	2	-	-	-	-	-	2	\$ 607	\$ -	\$ -	\$ 607
1.5	Prepare preliminary Engineer's Estimate of probable construction costs	-	1	-	2	-	-	-	3	\$ 548	\$ -	\$ 55	\$ 603
1.6	Coordinate with WSDOT local programs	-	1	-	-	-	-	-	1	\$ 304	\$ -	\$ -	\$ 304
Task 2	Environmental Permitting	-	-	4	8	12	-	-	24	\$ 3,235	\$ -	\$ 495	\$ 3,730
2.1	Prepare SEPA checklist permit application for the City	-	-	2	-	4	-	-	6	\$ 885	\$ -	\$ 110	\$ 995
2.2	Prepare and submit NPDES	-	-	1	4	4	-	-	9	\$ 1,175	\$ -	\$ 193	\$ 1,368
2.3	Prepare SWPPP	-	-	1	4	4	-	-	9	\$ 1,175	\$ -	\$ 193	\$ 1,368
Task 3	Design and PS&E	6	70	130	160	-	2	2	370	\$ 69,077	\$ 13,205	\$ 8,075	\$ 90,357
3.1	Develop preliminary plan layout for SRTS	-	22	28	40	-	-	-	90	\$ 17,112	\$ 10,867	\$ 1,870	\$ 29,849
3.2	Develop details for ADA ramp improvements	-	12	40	60	-	-	-	112	\$ 18,895	\$ -	\$ 2,800	\$ 21,695
3.3	Submit preliminary 30-percent plans to the City for review and comment	-	2	2	4	-	-	-	8	\$ 1,492	\$ -	\$ 165	\$ 1,657
3.4	Identify impacts to right-of-way and utility impacts	-	-	4	4	-	-	-	8	\$ 1,281	\$ -	\$ 220	\$ 1,501
3.5	Prepare preliminary special provisions in WSDOT format	-	12	20	-	-	-	-	32	\$ 7,605	\$ -	\$ 550	\$ 8,155
3.6	Perform in-house QA/QC	2	4	4	4	-	-	-	14	\$ 3,189	\$ 2,338	\$ 220	\$ 5,747
3.7	Coordinate with a vendor on the product specifications for proposed RRFB system	-	-	2	-	-	-	-	2	\$ 396	\$ -	\$ 55	\$ 451
3.8	Revise 30-percent plans and specifications Submit 90-percent plans and specifications Attend	-	-	4	20	-	-	-	24	\$ 3,235	\$ -	\$ 660	\$ 3,895
3.9	Revise 90-percent plans and specifications and prepare bid-ready documents	-	-	4	20	-	-	-	24	\$ 3,235	\$ -	\$ 660	\$ 3,895
3.10	Prepare final Engineer's Estimate of probable construction costs	-	2	4	8	-	-	-	14	\$ 2,377	\$ -	\$ 380	\$ 2,757
3.11	Perform project management tasks	4	16	18	-	-	2	2	42	\$ 10,260	\$ -	\$ 495	\$ 10,755
Task 4	Services During Bidding	-	11	-	8	-	-	-	19	\$ 4,318	\$ -	\$ 220	\$ 4,538
4.1	Respond to bidder questions	-	4	-	-	-	-	-	4	\$ 1,215	\$ -	\$ -	\$ 1,215
4.2	Prepare addenda	-	4	-	8	-	-	-	12	\$ 2,192	\$ -	\$ 220	\$ 2,412
4.3	Attend bid opening	-	1	-	-	-	-	-	1	\$ 304	\$ -	\$ -	\$ 304
4.4	Review bids and provide bid tabulation	-	2	-	-	-	-	-	2	\$ 607	\$ -	\$ -	\$ 607
PROJECT TOTAL		6	89	134	182	12	2	2	427	\$ 79,792.21	\$ 13,205	\$ 8,955.00	\$ 101,952.21

Exhibit D Continued  
Consultant Fee Determination - Negotiated Hourly Rate Consultant Agreement

City of Shelton  
SRTS Crosswalk Improvements  
Design and Construction

<u>Classification / Job Title</u>	<u>Hourly Rate</u>	<u>Overhead @ 195.10%</u>	<u>Profit @ 35.00%</u>	<u>Rate Per Hour</u>	x <u>Labor Hours</u> =	<u>Cost</u>
Professional I	\$ 33.00	\$ 64.38	\$ 11.55	\$ 108.93	0.0	\$ -
Professional II	\$ 37.00	\$ 72.19	\$ 12.95	\$ 122.14	194.0	\$ 23,695.16
Professional III	\$ 41.00	\$ 79.99	\$ 14.35	\$ 135.34	0.0	\$ -
Professional IV	\$ 50.00	\$ 97.55	\$ 17.50	\$ 165.05	0.0	\$ -
Professional V	\$ 60.00	\$ 117.06	\$ 21.00	\$ 198.06	134.0	\$ 26,540.04
Professional VI	\$ 74.00	\$ 144.37	\$ 25.90	\$ 244.27	0.0	\$ -
Professional VII	\$ 92.00	\$ 179.49	\$ 32.20	\$ 303.69	89.0	\$ 27,028.41
Professional VIII	\$ 105.00	\$ 204.86	\$ 36.75	\$ 346.61	6.0	\$ 2,079.66
Professional IX	\$ 137.00	\$ 267.29	\$ 47.95	\$ 452.24	0.0	\$ -
Administrative I	\$ 24.00	\$ 46.82	\$ 8.40	\$ 79.22	0.0	\$ -
Administrative II	\$ 27.00	\$ 52.68	\$ 9.45	\$ 89.13	0.0	\$ -
Administrative III	\$ 31.00	\$ 60.48	\$ 10.85	\$ 102.33	2.0	\$ 204.66
Administrative IV	\$ 37.00	\$ 72.19	\$ 12.95	\$ 122.14	2.0	\$ 244.28
Administrative V	\$ 59.00	\$ 115.11	\$ 20.65	\$ 194.76	0.0	\$ -
						<u>\$ 79,792.21</u>
<u>Reimbursables</u>	<u>Rate</u>	<u>Qty</u>				
AD System Per Hour	\$27.50	322				\$ 8,855.00
GIS System Per Hour	\$27.50	0				\$ -
CAD Plots Half Size	\$2.50	40				\$ 100.00
CAD Plots Full Size	\$10.00	0				\$ -
CAD Plots Large	\$25.00	0				\$ -
ies (each) 8.5" X 11" B&W	\$0.09	0				\$ -
ies (each) 8.5" X 14" B&W	\$0.14	0				\$ -
ies (each) 11" X 17" B&W	\$0.20	0				\$ -
or) (each) 8.5" X 11" Color	\$0.90	0				\$ -
or) (each) 8.5" X 14" Color	\$1.20	0				\$ -
or) (each) 11 X 17" Color	\$2.00	0				\$ -
Mileage	\$ 0.560	0				\$ -
						<u>\$ 8,955.00</u>
Subconsultant Costs:						\$ 13,205.00
Subconsultant Markup:						\$ -
Total Subconsultant:						<u>\$ 13,205.00</u>
Grand Total:						<u>\$ 101,952.21</u>

Prepared by:  
E. Howe

**EXHIBIT D continued**  
**Consultant Fee Determination - Summary Sheet**  
**(Negotiated Hourly Rates of Pay)**  
**RH2 Engineering, Inc., Fee Schedule**

<b>Labor Category</b>	<b>Negotiated Hourly Labor Rate</b>	<b>Overhead on Labor Rate 195.10%</b>	<b>Fixed Fee on Labor Rate 35%</b>	<b>Negotiated Rate Per Hour</b>
Professional I	33.00	64.38	11.55	108.93
Professional II	37.00	72.19	12.95	122.14
Professional III	41.00	79.99	14.35	135.34
Professional IV	50.00	97.55	17.50	165.05
Professional V	60.00	117.06	21.00	198.06
Professional VI	74.00	144.37	25.90	244.27
Professional VII	92.00	179.49	32.20	303.69
Professional VIII	105.00	204.86	36.75	346.61
Professional IX	137.00	267.29	47.95	452.24
Administrative I	24.00	46.82	8.40	79.22
Administrative II	27.00	52.68	9.45	89.13
Administrative III	31.00	60.48	10.85	102.33
Administrative IV	37.00	72.19	12.95	122.14
Administrative V	59.00	115.11	20.65	194.76

CAD/GIS System	\$/hr	\$	27.50
CAD Plots Half Size	price/plot	\$	2.50
CAD Plots Full Size	price/plot	\$	10.00
CAD Plots Large	price/plot	\$	25.00
Copies (bw) 8.5" X 11"	price/copy	\$	0.09
Copies (bw) 8.5" X 14"	price/copy	\$	0.14
Copies (bw) 11" X 17"	price/copy	\$	0.20
Copies (color) 8.5" X 11"	price/copy	\$	0.90
Copies (color) 8.5" X 14"	price/copy	\$	1.20
Copies (color) 11 X 17"	price/copy	\$	2.00
Mileage	per mile (or Current IRS Rate)	\$	0.560
Travel			at Cost
Subconsultants			at Cost
Outside Services			at Cost

EXHIBIT D continued



**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 16, 2021

RH2 Engineering, Inc.  
22722 29<sup>th</sup> Drive SE, Suite 210  
Bothell, WA 98021

Subject: Acceptance FYE 2020 ICR – Audit Office Review

Dear Myra Sachs:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2020 Indirect Cost Rate (ICR) of 195.10% 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) 705-7019** or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards;

A handwritten signature in blue ink, reading "Erik K. Jonson".

ERIK K. JONSON  
Contract Services Manager

Aug 16, 2021

EKJ:mya

## ***Exhibit E***

### ***Sub-consultant Cost Computations***

---

If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI “Sub-Contracting” of this AGREEMENT.



4815 Center Street  
Tacoma, WA 98409-2319  
(253) 474-9449 / sittshill.com

Brent K. Leslie, P.E., S.E.  
Kathy A. Hargrave, P.E.  
Larry G. Lindell, P.E., S.E.  
Michael A. McEvilly, P.L.S.

December 20, 2021

RH2 Engineering, Inc.  
1201 Pacific Ave., Suite 1750  
Tacoma, WA 98402

TO: Mr. Jared Ribail, P.E.

SUBJECT: ***RIGHT-OF-WAY AND TOPOGRAPHIC MAPPING SERVICES IN SUPPORT OF THE CITY OF SHELTON'S INTERSECTION IMPROVEMENT PROJECT, LOCATED IN MASON COUNTY, WASHINGTON***

Dear Jared:

Thank you for the opportunity to submit this proposal for surveying services on the above referenced project. Four separate areas are identified and shown in the Survey Limits Exhibits.

## PROJECT SCOPE

The following is our proposed Scope of Services:

- Establish horizontal and vertical control to comply with City of Shelton horizontal and vertical control requirements.
- Establish limits of public and private rights-of-way throughout corridor shown on attached "Survey Limits Exhibit". If no monuments identifying the rights-of-way are found, we will set a minimum of two control points for future reference.
- Perform topographic mapping of the area shown on the attached "Survey Limits Exhibits", sufficient to produce one foot (1') contour interval mapping. This mapping will include underground utility locations (based on surface evidence and markings from a utility locate service), significant trees (greater than six inches [6"]), planimetric features, channelization and spot elevations. The mapping will extend 50 feet beyond each intersection.
- Provide deliverable in PDF and AutoCAD format (using RH2 C3D template), together with supporting files necessary to aid in the design effort. Unless requested otherwise, 1" = 20' mapping will be provided, oriented with north to the right of the page on 22" x 34" sheets.

## EXCLUSIONS

- No Title or Easement Research is included in this proposal.
- Right-of-Entry agreements over any Private Property that might be required.
- Any required Traffic Control plan.

## COMPENSATION

Our proposed **LUMP SUM** fee for this Scope of Services is **\$9,303.00** to be billed monthly on Percent Complete basis. A cost breakdown related to our anticipated scope of services is attached for your reference. The following estimated subconsultant fees are not included in our lump sum fee and will be billed at cost of services plus 15% markup.

Utility Locate Service: **\$1,564.00**(including 15% markup) (cost is for the entire project area)

The total anticipated cost to complete the above Scope of Services is **\$10,867.00**.

Please see our Cost Estimate Breakdown, attached for your convenience. We understand that our formal contract to perform this work will be in a format determined by you, and as such, this proposal letter is meant only as a scoping and cost document.

## SCHEDULE

We can begin this project within 3 weeks of receiving your Authorization to Proceed, and we anticipate providing deliverables to you within 8 weeks of authorization.

We appreciate the opportunity to submit this proposal and are looking forward to the successful completion of this project for you. If you have any questions, please don't hesitate to contact our office.

Sincerely,

SITTS & HILL ENGINEERS, INC.



Gary Letzring, P.L.S.  
Senior Project Surveyor



**Project Area 1 - Survey Limits Exhibit**  
Intersection of N. 7<sup>th</sup> Street & W. Franklin Street.



## Project Area 2 - Survey Limits Exhibit

N. 9<sup>th</sup> Street, South of W. Franklin Street.



### Project Area 3 - Survey Limits Exhibit

Intersection of N. 9<sup>th</sup> Street & W. Railroad Ave.



**Project Area 4 - Survey Limits Exhibit**  
Shelton Springs Road Crossing in front of Shelton High School



## **Exhibit A Safe Routes to School**

### **PHASE 1 – PRE-CONSTRUCTION PERIOD SERVICES**

The purpose of Phase I is to provide construction planning and construction expertise to City of Shelton prior to finalization of design documents for the construction contract. This Phase is expected to start in January 2022 and end by the end of March 2022.

Subtask 103 – CM Team Meetings

Hold CM team meetings in preparation for each of the constructability meetings.

DELIVERABLES

- Meeting Notes

TASK 200          DESIGN REVIEW

Subtask 201 – Review Existing Information 90% Design Constructability Review

1. The Consultant shall review documents and information including but not limited to:
  - A. Perform a constructability review of the project at 90% design completion.
  - B. Provide plans in hand site walk with City.
  - C. Provide technical advice regarding the design and construction of the project.
  - D. Identify opportunities for cost savings.
  - E. Attend City design information workshop (remote) for an overview of the 90% design submittal.
  - F. Attend City Constructability Review meeting (remote)for understanding of comments.

DELIVERABLES

- Written documentation of constructability review comments and recommendations.

### **PHASE 2 – CONSTRUCTION PERIOD SERVICES**

1. To be Scoped and Budgeted after Phase 1

CLIENT Name:

City of Shelton

PROJECT Description:

Shelton Safe Route to School

Proposal/Job Number:

Shelton Projects

January 4, 2021 Rates

January 4, 2022 Rates	Jeff Faunce	Robert Sutton	Mindy Cory		CZE	CZE	CZE	CZE	CZE		
Classification:				Total	Total Labor	OH @	Fixed Fee	ODCs	ODCs	Total	Total Labor +
Hourly Rate:	\$85	\$70	\$48	Hours	Fees	1.2639	@ 30%	Fees	Markup	Expenses	Expenses
Task 100 - preconstruction services											
constructability review	5	5	2	12	\$871	\$1,101	\$261	\$100	\$5	\$1,467	\$2,338
Task 100 - Subtotal	5	5	2	12	\$871	\$1,101	\$261	\$100	\$5	\$1,467	\$2,338
All Phases Total	5	5	2	12	\$871	\$1,101	\$261	\$100	\$5	\$1,467	\$2,338

# ***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, ***(Title of Modal Operating 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 Modal Operating Administration 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 Modal Operating Administration 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 ***(Title of Modal Operating 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 ***(Title of Modal Operating 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 ***(Title of Modal Operating 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 ***(Title of Modal Operating 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 City of Shelton
- 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  
RH2 Engineering, Inc.

whose address is

300 Simon Street SE, Suite 5, East Wenatchee, WA 98802

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 City of Shelton

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.

RH2 Engineering, Inc.

Consultant (Firm Name)

Paul R. Cross, Executive Vice President

Signature (Authorized Official of Consultant)

\_\_\_\_\_  
Date

**Exhibit G-1(b) Certification of** City of Shelton

I hereby certify that I am the:

☐

☐ Other

of the City of Shelton, and RH2 Engineering, 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 Department 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

\_\_\_\_\_  
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.

RH2 Engineering, Inc.

Consultant (Firm Name)

Paul R. Cross, Executive Vice President

Signature (Authorized Official of Consultant)

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 require 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.

RH2 Engineering, Inc.  
Consultant (Firm Name)

Paul R. Cross, Executive Vice President  
Signature (Authorized Official of Consultant)

\_\_\_\_\_  
Date

# **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

**RESOLUTION NO. 1224-1221**

**A RESOLUTION OF THE CITY OF SHELTON, WASHINGTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A LOCAL AGENCY A&E PROFESSIONAL SERVICES NEGOTIATED HOURLY RATE CONSULTANT AGREEMENT FOR THE BROCKDALE ROAD OVERLAY FROM WALLACE KNEELAND TO BATSTONE CUTOFF ROAD PROJECT WITH RH2 ENGINEERING**

**WHEREAS**, the City has determined the need for engineering services for the Brockdale Road Project; and

**WHEREAS**, the City has prepared an advertisement for engineering services and interviewed three firms in accordance with Local Agency Guidelines; and

**WHEREAS**, RH2 Engineering has been selected as the most qualified firm; and

**NOW, THEREFORE BE IT RESOLVED**, by the City Council of the City of Shelton, Washington that the City Manager is authorized to sign a contract with RH2 Engineering in the amount of \$59,285.85 for engineering services to provide plans and specifications for bidding for the improvements associated with the Brockdale Road project.

**INTRODUCED** on this 1st day of February 2022 and **PASSED** by the City Council of the City of Shelton on this 15th day of February 2022.

ATTEST:

\_\_\_\_\_  
Mayor Onisko

\_\_\_\_\_  
City Clerk Nault

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

Agreement Number:

Firm/Organization Legal Name (do not use dba's): <b>RH2 Engineering, Inc.</b>		
Address 300 Simon St SE, Suite 5, East Wenatchee, WA 98802	Federal Aid Number	
UBI Number 600 373 878	Federal TIN 91-1108443	
Execution Date	Completion Date December 31, 2024	
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Project Title <b>SRTS and Brockdale Rd</b>		
Description of Work The City of Shelton (City) has requested that RH2 Engineering, Inc., (RH2) perform the engineering services for a Safe Routes to School (SRTS) project that includes Americans with Disabilities Act (ADA) compliant sidewalk ramp improvements and pedestrian actuated Rectangular Rapid Flashing Beacon (RRFB) crossings at three locations in Shelton, Washington, within the project limits.		
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation	Maximum Amount Payable: \$101,952.21

## Index of Exhibits

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THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the City of Shelton, 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 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.

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:				If to CONSULTANT:			
Name:	Ken Gill			Name:	Mr. Erik Howe		
Agency:	City of Shelton			Agency:	RH2 Engineering, Inc.		
Address:	525 W. Cota St.			Address:	300 Simon Street SE, Suite 5		
City:	Shelton	State:	WA	City:	East Wenatchee	State:	WA
		Zip:	98584			Zip:	98802
Email:	ken.gill@sheltonwa.gov			Email:	ehowe@rh2.com		
Phone:	(360) 432-5144			Phone:	(509) 886-6761		
Facsimile:				Facsimile:			

**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 car 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 contract. 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:

## 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: Ken Gill  
Agency: City of Shelton  
Address: 525 W. Cota St.  
City: Shelton State: WA Zip: 98584  
Email: ken.gill@sheltonwa.gov  
Phone: (360) 432-5144  
Facsimile:

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 part, 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 AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s 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    Paul R. Cross, Executive Vice President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**EXHIBIT A**  
**Scope of Work**  
**City of Shelton**  
**SRTS Crosswalk Improvements**  
January 2022

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## Background

The City of Shelton (City) has requested that RH2 Engineering, Inc., (RH2) perform the engineering services for their Safe Routes to School (SRTS) project that includes Americans with Disabilities Act (ADA) compliant sidewalk ramp improvements and pedestrian actuated Rectangular Rapid Flashing Beacon (RRFB) crossings at three locations in Shelton, Washington.

### Detailed Project Description:

- 1) Intersection of Franklin St and 7<sup>th</sup> St install:
  - a. Curb extensions on both sides of all four corners of the intersection
  - b. Pedestrian crosswalk markings on all legs of the intersection
  - c. Rectangular rapid flashing beacon across 7<sup>th</sup> St. on the north side of the intersection
  - d. ADA curb ramp retrofits at Franklin St. and 7<sup>th</sup> St.
  - e. Audible pedestrian push buttons
- 2) Intersection of Railroad Ave and 9<sup>th</sup> St. install:
  - a. Curb extensions on both sides of the two north corners of the intersection
  - b. Pedestrian crosswalk markings on all legs of the intersection
  - c. Rectangular rapid flashing beacon across Railroad Ave St. on the east side of the intersection
  - d. ADA curb ramp retrofits at Railroad Ave and 9<sup>th</sup> St.
  - e. Audible pedestrian push buttons
- 3) N 9<sup>th</sup> St. between Franklin St, and the alley to the south install
  - a. Sidewalk 6 feet wide or greater with curb and gutter
  - b. Curb extension on both sides of the southeast corner of the Franklin St. and N. 9<sup>th</sup> St. intersection
  - c. ADA curb ramp retrofits at 9<sup>th</sup> St. and Franklin St.
- 4) Existing pedestrian crossing across Shelton Spring Rd just north of the south driveway for Shelton High School install:
  - a. Median refuge island
  - b. Pedestrian crosswalk markings
  - c. ADA curb ramp retrofits at pedestrian crossing
  - d. Rectangular rapid flashing beacons
  - e. Audible pedestrian push buttons
- 5) Shelton Springs Rd between Tarragon Ave and Wallace Kneeland Blvd install:
  - a. Speed feedback signs

Design work and bidding services will be completed in 2022, with an anticipated construction in the fall of 2022. Deliverables will be provided in electronic format (PDF) unless otherwise noted. All agency reviews will be performed and comments provided in a timely manner.

## Task 1 – Washington State Department of Transportation Funding Package Documents

Objective: Prepare Washington State Department of Transportation (WSDOT) funding documents.

Approach:

- 1.1 Prepare project prospectus.
- 1.2 Prepare vicinity map.
- 1.3 Prepare typical roadway section.
- 1.4 Prepare local agency agreement.
- 1.5 Prepare preliminary Engineer's Estimate of probable construction costs.
- 1.6 Submit deliverables from subtasks 1.1 to 1.5 to the City and WSDOT for review and comment. Incorporate City and WSDOT comments for final funding package documents to WSDOT.

RH2 Deliverables:

- WSDOT project funding documents.

## Task 2 – Environmental Permitting

Objective: Submit applications and checklists required to obtain the environmental permits necessary to construct the project.

Approach:

- 2.1 Prepare a State Environmental Policy (SEPA) checklist permit application for the City. It is assumed the City will act as the lead agency. This Scope of Work provides four (4) hours of support for a determination. All costs of advertisements will be paid by the City.
- 2.2 Prepare and submit a National Pollutant Discharge Elimination System (NPDES) Construction Stormwater General Permit application, and up to one (1) supporting graphic. It is assumed that the City will incur the advertisement costs.
- 2.3 Prepare a Stormwater Pollution Prevention Plan (SWPPP) for inclusion in the NPDES Construction Stormwater General Permit application.

Assumptions:

- No Cultural Resources Survey is required (assumes exemption per LAG Section 24.8). If a cultural resource survey is required, this will be added by a supplement.

RH2 Deliverables:

- One (1) completed SEPA Checklist (City to make final determination).

- One (1) NPDES Stormwater Construction General Permit application and up to one (1) graphic.
- One (1) SWPPP.

### Task 3 – Prepare Plans, Specifications, and Engineer’s Estimate of Probable Construction Costs

Objective: Prepare design for the road overlay project at 30-, 90-, and bid-ready design levels. Prepare and provide plans, specifications, and Engineer’s Estimate of Probable Construction Costs (PS&E) for review.

#### Approach:

- 3.1 Develop preliminary plan layout for ADA improvements. A topographic survey will be performed by Sitts and Hill as a subconsultant to RH2.
- 3.2 Develop details for ADA ramp improvements.
- 3.3 Submit preliminary 30-percent plans to the City for review and comment. Attend one (1) review meeting with the City in Shelton.
- 3.4 Identify impacts to right-of-way and utility impacts. Provide exhibit and property description for new right of way. For the purpose of this scope it is assumed no more than one exhibit and property description will be needed.
- 3.5 Prepare preliminary special provisions in WSDOT format. Submit to the City for review.
- 3.6 Perform in-house quality assurance/quality control (QA/QC) design review of preliminary construction contract documents. Akana as a subconsultant to RH2 will provide additional QA/QC review as a peer review.
- 3.7 Coordinate with vendor on product specifications for proposed RRFB systems.
- 3.8 Revise 30-percent plans and specifications per City and in-house QA/QC review comments and develop 90-percent complete plans, specifications, and front-end bid documents. Submit 90-percent complete plans and specifications to the City for review and comment. Attend one (1) review meeting with the City in Shelton.
- 3.9 Revise 90-percent plans and specifications based on review comments and prepare bid-ready documents. Submit bid-ready documents to the City for advertisement.
- 3.10 Prepare final Engineer’s Estimate of probable construction cost.
- 3.11 Perform project management tasks during design.

Assumptions:

- RH2 will rely upon the accuracy and completeness of information, data, and materials generated or produced by the City and others in relation to this Scope of Work, unless otherwise noted.
- All new right of way, if any, will be obtained through a donation process.

Provided by the City:

- Standard road construction details.
- Review comments on preliminary and 90-percent design documents and attendance at review meeting.

RH2 Deliverables:

- Two (2) sets of hard copy half-size (11-inch by 17-inch) review plans at 30-percent design.
- One (1) set of WSDOT special provisions at 30-percent design.
- Two (2) sets of hard copy half-size (11-inch by 17-inch) review plans at 90-percent design.
- One (1) set of the front-end construction contract/bid documents and technical specifications at 90-percent design.
- Two (2) sets of hard copy half-size (11-inch by 17-inch) bid-ready plans.
- Two (2) sets of hard copy full-size (24-inch by 34-inch) bid-ready plans.
- One (1) set of final bid package, including front-end construction contract/bid documents, technical specifications, plans, and Engineer's Estimate of probable construction costs.
- Attendance at City review meetings.

## Task 4 – Services During Bidding

Objective: Assist with bidding project for award.

Approach:

- 4.1 Provide clarification and interpretation to the City as needed during the advertisement period.
- 4.2 Prepare up to two (2) addenda if modifications to the contract documents are deemed warranted by the City during the advertisement period.
- 4.3 Attend bid opening via virtual meeting.
- 4.4 Review bids and prepare a bid summary tabulation. Based upon the bids received, recommend the lowest qualified bidder.

Assumptions:

- The City will send the advertisement to the various publications and pay the publication costs. In addition, the City will utilize online services to reproduce and distribute the bid sets and any addenda.

RH2 Deliverables:

- Advertisement for bid.
- Up to two (2) addenda.
- Bid summary tabulation.

## ***Exhibit B***

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

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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.

None Proposed.

# ***Exhibit C***

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

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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

Refer to Exhibit A Scope of Work

B. Roadway Design Files

Refer to Exhibit A Scope of Work

C. Computer Aided Drafting Files

Refer to Exhibit A Scope of Work

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

Refer to Exhibit A Scope of Work

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

Refer to Exhibit A Scope of Work

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

Refer to Exhibit A Scope of Work

II. Any Other Electronic Files to Be Provided

Refer to Exhibit A Scope of Work

III. Methods to Electronically Exchange Data

Refer to Exhibit A Scope of Work

A. Agency Software Suite

Refer to Exhibit A Scope of Work

B. Electronic Messaging System

Refer to Exhibit A Scope of Work

C. File Transfers Format

Refer to Exhibit A Scope of Work

EXHIBIT D  
Fee Estimate  
City of Shelton  
SRTS Crosswalk Improvements  
Jan-22

Description		Principal-in-charge	Principal	Project Manager	Project Engineer	Environmental Specialist	Project Accounting	Administrative Support	Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
Classification		Professional VIII	Professional VII	Professional V	Professional II	Professional II	Administrative IV	Administrative III					
Task 1	WSDOT Funding Package Documents	-	8	-	6	-	-	-	14	\$ 3,162	\$ -	\$ 165	\$ 3,327
1.1	Prepare project prospectus	-	2	-	-	-	-	-	2	\$ 607	\$ -	\$ -	\$ 607
1.2	Prepare vicinity map	-	1	-	2	-	-	-	3	\$ 548	\$ -	\$ 55	\$ 603
1.3	Prepare typical roadway section	-	1	-	2	-	-	-	3	\$ 548	\$ -	\$ 55	\$ 603
1.4	Prepare local agency agreement	-	2	-	-	-	-	-	2	\$ 607	\$ -	\$ -	\$ 607
1.5	Prepare preliminary Engineer's Estimate of probable construction costs	-	1	-	2	-	-	-	3	\$ 548	\$ -	\$ 55	\$ 603
1.6	Coordinate with WSDOT local programs	-	1	-	-	-	-	-	1	\$ 304	\$ -	\$ -	\$ 304
Task 2	Environmental Permitting	-	-	4	8	12	-	-	24	\$ 3,235	\$ -	\$ 495	\$ 3,730
2.1	Prepare SEPA checklist permit application for the City	-	-	2	-	4	-	-	6	\$ 885	\$ -	\$ 110	\$ 995
2.2	Prepare and submit NPDES	-	-	1	4	4	-	-	9	\$ 1,175	\$ -	\$ 193	\$ 1,368
2.3	Prepare SWPPP	-	-	1	4	4	-	-	9	\$ 1,175	\$ -	\$ 193	\$ 1,368
Task 3	Design and PS&E	6	70	130	160	-	2	2	370	\$ 69,077	\$ 13,205	\$ 8,075	\$ 90,357
3.1	Develop preliminary plan layout for SRTS	-	22	28	40	-	-	-	90	\$ 17,112	\$ 10,867	\$ 1,870	\$ 29,849
3.2	Develop details for ADA ramp improvements	-	12	40	60	-	-	-	112	\$ 18,895	\$ -	\$ 2,800	\$ 21,695
3.3	Submit preliminary 30-percent plans to the City for review and comment	-	2	2	4	-	-	-	8	\$ 1,492	\$ -	\$ 165	\$ 1,657
3.4	Identify impacts to right-of-way and utility impacts	-	-	4	4	-	-	-	8	\$ 1,281	\$ -	\$ 220	\$ 1,501
3.5	Prepare preliminary special provisions in WSDOT format	-	12	20	-	-	-	-	32	\$ 7,605	\$ -	\$ 550	\$ 8,155
3.6	Perform in-house QA/QC	2	4	4	4	-	-	-	14	\$ 3,189	\$ 2,338	\$ 220	\$ 5,747
3.7	Coordinate with a vendor on the product specifications for proposed RRFB system	-	-	2	-	-	-	-	2	\$ 396	\$ -	\$ 55	\$ 451
3.8	Revise 30-percent plans and specifications Submit 90-percent plans and specifications Attend	-	-	4	20	-	-	-	24	\$ 3,235	\$ -	\$ 660	\$ 3,895
3.9	Revise 90-percent plans and specifications and prepare bid-ready documents	-	-	4	20	-	-	-	24	\$ 3,235	\$ -	\$ 660	\$ 3,895
3.10	Prepare final Engineer's Estimate of probable construction costs	-	2	4	8	-	-	-	14	\$ 2,377	\$ -	\$ 380	\$ 2,757
3.11	Perform project management tasks	4	16	18	-	-	2	2	42	\$ 10,260	\$ -	\$ 495	\$ 10,755
Task 4	Services During Bidding	-	11	-	8	-	-	-	19	\$ 4,318	\$ -	\$ 220	\$ 4,538
4.1	Respond to bidder questions	-	4	-	-	-	-	-	4	\$ 1,215	\$ -	\$ -	\$ 1,215
4.2	Prepare addenda	-	4	-	8	-	-	-	12	\$ 2,192	\$ -	\$ 220	\$ 2,412
4.3	Attend bid opening	-	1	-	-	-	-	-	1	\$ 304	\$ -	\$ -	\$ 304
4.4	Review bids and provide bid tabulation	-	2	-	-	-	-	-	2	\$ 607	\$ -	\$ -	\$ 607
PROJECT TOTAL		6	89	134	182	12	2	2	427	\$ 79,792.21	\$ 13,205	\$ 8,955.00	\$ 101,952.21

Exhibit D Continued  
Consultant Fee Determination - Negotiated Hourly Rate Consultant Agreement

City of Shelton  
SRTS Crosswalk Improvements  
Design and Construction

<u>Classification / Job Title</u>	<u>Hourly Rate</u>	<u>Overhead @ 195.10%</u>	<u>Profit @ 35.00%</u>	<u>Rate Per Hour</u>	x <u>Labor Hours</u> =	<u>Cost</u>
Professional I	\$ 33.00	\$ 64.38	\$ 11.55	\$ 108.93	0.0	\$ -
Professional II	\$ 37.00	\$ 72.19	\$ 12.95	\$ 122.14	194.0	\$ 23,695.16
Professional III	\$ 41.00	\$ 79.99	\$ 14.35	\$ 135.34	0.0	\$ -
Professional IV	\$ 50.00	\$ 97.55	\$ 17.50	\$ 165.05	0.0	\$ -
Professional V	\$ 60.00	\$ 117.06	\$ 21.00	\$ 198.06	134.0	\$ 26,540.04
Professional VI	\$ 74.00	\$ 144.37	\$ 25.90	\$ 244.27	0.0	\$ -
Professional VII	\$ 92.00	\$ 179.49	\$ 32.20	\$ 303.69	89.0	\$ 27,028.41
Professional VIII	\$ 105.00	\$ 204.86	\$ 36.75	\$ 346.61	6.0	\$ 2,079.66
Professional IX	\$ 137.00	\$ 267.29	\$ 47.95	\$ 452.24	0.0	\$ -
Administrative I	\$ 24.00	\$ 46.82	\$ 8.40	\$ 79.22	0.0	\$ -
Administrative II	\$ 27.00	\$ 52.68	\$ 9.45	\$ 89.13	0.0	\$ -
Administrative III	\$ 31.00	\$ 60.48	\$ 10.85	\$ 102.33	2.0	\$ 204.66
Administrative IV	\$ 37.00	\$ 72.19	\$ 12.95	\$ 122.14	2.0	\$ 244.28
Administrative V	\$ 59.00	\$ 115.11	\$ 20.65	\$ 194.76	0.0	\$ -
						<u>\$ 79,792.21</u>
<u>Reimbursables</u>	<u>Rate</u>	<u>Qty</u>				
AD System Per Hour	\$27.50	322				\$ 8,855.00
GIS System Per Hour	\$27.50	0				\$ -
CAD Plots Half Size	\$2.50	40				\$ 100.00
CAD Plots Full Size	\$10.00	0				\$ -
CAD Plots Large	\$25.00	0				\$ -
ies (each) 8.5" X 11" B&W	\$0.09	0				\$ -
ies (each) 8.5" X 14" B&W	\$0.14	0				\$ -
ies (each) 11" X 17" B&W	\$0.20	0				\$ -
or) (each) 8.5" X 11" Color	\$0.90	0				\$ -
or) (each) 8.5" X 14" Color	\$1.20	0				\$ -
or) (each) 11 X 17" Color	\$2.00	0				\$ -
Mileage	\$ 0.560	0				\$ -
						<u>\$ 8,955.00</u>
Subconsultant Costs:						\$ 13,205.00
Subconsultant Markup:						\$ -
Total Subconsultant:						<u>\$ 13,205.00</u>
Grand Total:						<u>\$ 101,952.21</u>

Prepared by:  
E. Howe

**EXHIBIT D continued**  
**Consultant Fee Determination - Summary Sheet**  
**(Negotiated Hourly Rates of Pay)**  
**RH2 Engineering, Inc., Fee Schedule**

<b>Labor Category</b>	<b>Negotiated Hourly Labor Rate</b>	<b>Overhead on Labor Rate 195.10%</b>	<b>Fixed Fee on Labor Rate 35%</b>	<b>Negotiated Rate Per Hour</b>
Professional I	33.00	64.38	11.55	108.93
Professional II	37.00	72.19	12.95	122.14
Professional III	41.00	79.99	14.35	135.34
Professional IV	50.00	97.55	17.50	165.05
Professional V	60.00	117.06	21.00	198.06
Professional VI	74.00	144.37	25.90	244.27
Professional VII	92.00	179.49	32.20	303.69
Professional VIII	105.00	204.86	36.75	346.61
Professional IX	137.00	267.29	47.95	452.24
Administrative I	24.00	46.82	8.40	79.22
Administrative II	27.00	52.68	9.45	89.13
Administrative III	31.00	60.48	10.85	102.33
Administrative IV	37.00	72.19	12.95	122.14
Administrative V	59.00	115.11	20.65	194.76

CAD/GIS System	\$/hr	\$	27.50
CAD Plots Half Size	price/plot	\$	2.50
CAD Plots Full Size	price/plot	\$	10.00
CAD Plots Large	price/plot	\$	25.00
Copies (bw) 8.5" X 11"	price/copy	\$	0.09
Copies (bw) 8.5" X 14"	price/copy	\$	0.14
Copies (bw) 11" X 17"	price/copy	\$	0.20
Copies (color) 8.5" X 11"	price/copy	\$	0.90
Copies (color) 8.5" X 14"	price/copy	\$	1.20
Copies (color) 11 X 17"	price/copy	\$	2.00
Mileage	per mile (or Current IRS Rate)	\$	0.560
Travel			at Cost
Subconsultants			at Cost
Outside Services			at Cost

EXHIBIT D continued



**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 16, 2021

RH2 Engineering, Inc.  
22722 29<sup>th</sup> Drive SE, Suite 210  
Bothell, WA 98021

Subject: Acceptance FYE 2020 ICR – Audit Office Review

Dear Myra Sachs:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2020 Indirect Cost Rate (ICR) of 195.10% 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) 705-7019** or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards;

A handwritten signature in blue ink, reading "Erik K. Jonson".

ERIK K. JONSON  
Contract Services Manager

Aug 16, 2021

EKJ:mya

## ***Exhibit E***

### ***Sub-consultant Cost Computations***

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If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI “Sub-Contracting” of this AGREEMENT.



4815 Center Street  
Tacoma, WA 98409-2319  
(253) 474-9449 / sittshill.com

Brent K. Leslie, P.E., S.E.  
Kathy A. Hargrave, P.E.  
Larry G. Lindell, P.E., S.E.  
Michael A. McEvilly, P.L.S.

December 20, 2021

RH2 Engineering, Inc.  
1201 Pacific Ave., Suite 1750  
Tacoma, WA 98402

TO: Mr. Jared Ribail, P.E.

SUBJECT: ***RIGHT-OF-WAY AND TOPOGRAPHIC MAPPING SERVICES IN SUPPORT OF THE CITY OF SHELTON'S INTERSECTION IMPROVEMENT PROJECT, LOCATED IN MASON COUNTY, WASHINGTON***

Dear Jared:

Thank you for the opportunity to submit this proposal for surveying services on the above referenced project. Four separate areas are identified and shown in the Survey Limits Exhibits.

## **PROJECT SCOPE**

The following is our proposed Scope of Services:

- Establish horizontal and vertical control to comply with City of Shelton horizontal and vertical control requirements.
- Establish limits of public and private rights-of-way throughout corridor shown on attached "Survey Limits Exhibit". If no monuments identifying the rights-of-way are found, we will set a minimum of two control points for future reference.
- Perform topographic mapping of the area shown on the attached "Survey Limits Exhibits", sufficient to produce one foot (1') contour interval mapping. This mapping will include underground utility locations (based on surface evidence and markings from a utility locate service), significant trees (greater than six inches [6"]), planimetric features, channelization and spot elevations. The mapping will extend 50 feet beyond each intersection.
- Provide deliverable in PDF and AutoCAD format (using RH2 C3D template), together with supporting files necessary to aid in the design effort. Unless requested otherwise, 1" = 20' mapping will be provided, oriented with north to the right of the page on 22" x 34" sheets.

## **EXCLUSIONS**

- No Title or Easement Research is included in this proposal.
- Right-of-Entry agreements over any Private Property that might be required.
- Any required Traffic Control plan.

## COMPENSATION

Our proposed **LUMP SUM** fee for this Scope of Services is **\$9,303.00** to be billed monthly on Percent Complete basis. A cost breakdown related to our anticipated scope of services is attached for your reference. The following estimated subconsultant fees are not included in our lump sum fee and will be billed at cost of services plus 15% markup.

Utility Locate Service: **\$1,564.00**(including 15% markup) (cost is for the entire project area)

The total anticipated cost to complete the above Scope of Services is **\$10,867.00**.

Please see our Cost Estimate Breakdown, attached for your convenience. We understand that our formal contract to perform this work will be in a format determined by you, and as such, this proposal letter is meant only as a scoping and cost document.

## SCHEDULE

We can begin this project within 3 weeks of receiving your Authorization to Proceed, and we anticipate providing deliverables to you within 8 weeks of authorization.

We appreciate the opportunity to submit this proposal and are looking forward to the successful completion of this project for you. If you have any questions, please don't hesitate to contact our office.

Sincerely,

SITTS & HILL ENGINEERS, INC.



Gary Letzring, P.L.S.  
Senior Project Surveyor



**Project Area 1 - Survey Limits Exhibit**  
Intersection of N. 7<sup>th</sup> Street & W. Franklin Street.



## Project Area 2 - Survey Limits Exhibit

N. 9<sup>th</sup> Street, South of W. Franklin Street.



### Project Area 3 - Survey Limits Exhibit

Intersection of N. 9<sup>th</sup> Street & W. Railroad Ave.



**Project Area 4 - Survey Limits Exhibit**  
Shelton Springs Road Crossing in front of Shelton High School



## **Exhibit A Safe Routes to School**

### **PHASE 1 – PRE-CONSTRUCTION PERIOD SERVICES**

The purpose of Phase I is to provide construction planning and construction expertise to City of Shelton prior to finalization of design documents for the construction contract. This Phase is expected to start in January 2022 and end by the end of March 2022.

Subtask 103 – CM Team Meetings

Hold CM team meetings in preparation for each of the constructability meetings.

DELIVERABLES

- Meeting Notes

TASK 200          DESIGN REVIEW

Subtask 201 – Review Existing Information 90% Design Constructability Review

1. The Consultant shall review documents and information including but not limited to:
  - A. Perform a constructability review of the project at 90% design completion.
  - B. Provide plans in hand site walk with City.
  - C. Provide technical advice regarding the design and construction of the project.
  - D. Identify opportunities for cost savings.
  - E. Attend City design information workshop (remote) for an overview of the 90% design submittal.
  - F. Attend City Constructability Review meeting (remote)for understanding of comments.

DELIVERABLES

- Written documentation of constructability review comments and recommendations.

### **PHASE 2 – CONSTRUCTION PERIOD SERVICES**

1. To be Scoped and Budgeted after Phase 1

CLIENT Name: City of Shelton

PROJECT Description: Shelton Safe Route to School

Proposal/Job Number:

Shelton Projects

January 4, 2021 Rates

January 4, 2022 Rates	Jeff Faunce	Robert Sutton	Mindy Cory		CZE	CZE	CZE	CZE	CZE		
Classification:				Total	Total Labor	OH @	Fixed Fee	ODCs	ODCs	Total	Total Labor +
Hourly Rate:	\$85	\$70	\$48	Hours	Fees	1.2639	@ 30%	Fees	Markup	Expenses	Expenses
Task 100 - preconstruction services											
constructability review	5	5	2	12	\$871	\$1,101	\$261	\$100	\$5	\$1,467	\$2,338
Task 100 - Subtotal	5	5	2	12	\$871	\$1,101	\$261	\$100	\$5	\$1,467	\$2,338
All Phases Total	5	5	2	12	\$871	\$1,101	\$261	\$100	\$5	\$1,467	\$2,338

# ***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, ***(Title of Modal Operating 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 Modal Operating Administration 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 Modal Operating Administration 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 ***(Title of Modal Operating 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 ***(Title of Modal Operating 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 ***(Title of Modal Operating 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 ***(Title of Modal Operating 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***

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## **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 City of Shelton
- 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  
RH2 Engineering, Inc.

whose address is

300 Simon Street SE, Suite 5, East Wenatchee, WA 98802

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 City of Shelton

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.

RH2 Engineering, Inc.

Consultant (Firm Name)

Paul R. Cross, Executive Vice President

Signature (Authorized Official of Consultant)

\_\_\_\_\_  
Date

**Exhibit G-1(b) Certification of** City of Shelton

I hereby certify that I am the:

☐

☐ Other

of the City of Shelton, and RH2 Engineering, 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 Department 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

\_\_\_\_\_  
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.

RH2 Engineering, Inc.

Consultant (Firm Name)

Paul R. Cross, Executive Vice President

Signature (Authorized Official of Consultant)

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 require 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.

RH2 Engineering, Inc.  
Consultant (Firm Name)

Paul R. Cross, Executive Vice President  
Signature (Authorized Official of Consultant)

\_\_\_\_\_  
Date

# **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

A decorative vertical strip on the left side of the slide, composed of a grid of hexagons in various shades of blue and green. Some hexagons contain white icons: a calendar, a magnifying glass, a hard hat, a paint can, a lightbulb, a road with a tree, and a leaf.

# City of Shelton City Council Meeting *SRTS and Brockdale Road*

February 1<sup>st</sup>, 2022



## Safe Routes to School (SRTS) Pedestrian Improvements



# SRTS Project Elements

- 1) Intersection of Franklin St and 7<sup>th</sup> St install:
  - a. Curb extensions and ADA ramps
  - b. Rectangular Rapid Flashing Beacon Signs
- 2) Intersection of Railroad Ave and 9<sup>th</sup> St. install:
  - a. Curb extensions and ADA ramps
  - b. Rectangular Rapid Flashing Beacon Signs
- 3) N 9<sup>th</sup> St. between Franklin St, and the alley to the south install
  - a. Sidewalk and ADA ramps
- 4) Existing pedestrian crossing across Shelton Spring Rd just north of the south driveway for Shelton High School install:
  - a. Median refuge island and ADA ramps
  - b. Rectangular rapid flashing beacons
- 5) Shelton Springs Rd between Tarragon Ave and Wallace Kneeland Blvd install:
  - a. Speed feedback signs





## CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item E2)

Touch Date: 02/01/2022  
Brief Date: 02/01/2022  
Action Date: 02/15/2022

Department: Finance  
Presented By: Teri Schnitzer

### APPROVED FOR COUNCIL PACKET:

Action Requested:

#### ROUTE TO:

#### REVIEWED:

#### PROGRAM/PROJECT TITLE:

**2022 Master Fee Schedule  
Update**

☐

Ordinance

☐ Dept. Head

☒ Finance Director

01/21/2022

#### ATTACHMENTS:

**- Resolution No. 1225-1221**

☒

Resolution

☐ Attorney

**- Exhibit "A" with track changes  
for Police, Community  
Development and Public Works**

☒

Motion

☒ City Clerk

01/21/2022

☐

Other

☒ City Manager

01/21/2022

### DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

This Resolution updates the City's Master Fee Schedule for 2022. The City annually updates fees to incorporate changes in the cost to provide certain City services, update services provided for a fee/charge, and eliminate fees for services that are no longer relevant.

Fees and Charges for services such as animal licensing, parks and recreation, code enforcement, building and development, and permitting the general guiding principle is that these fees/charges may be set at a level that recovers all the direct and indirect costs associated with the activity, including administrative overhead.

Utility rates, Utility system charges, and Utility service fees should be set to recover the cost of operating the utility systems, in addition to charging for replacing equipment and adding or expanding facilities to meet regulations, future service demands, and setting aside for unforeseen events such as natural disasters. Revenues for fees and charges must meet the expenses of the system, in addition to setting aside reserves, to keep the utility operating in a fiscally responsible manner. Utility rates should also incorporate the utility's portion of indirect costs.

### ANALYSIS/OPTIONS/ALTERNATIVES:

### BUDGET/FISCAL INFORMATION:

### PUBLIC INFORMATION REQUIREMENTS:

Information can be obtained from the City Clerk.

### STAFF RECOMMENDATION/MOTION:

"I move that we forward Resolution No. 1225-1221 to the action agenda of the February 15th Council meeting for further consideration."

**RESOLUTION NO. 1225-1221**

**A RESOLUTION OF THE CITY OF SHELTON, WASHINGTON  
UPDATING AND ESTABLISHING THE CITY'S MASTER FEE SCHEDULE FOR FISCAL  
YEAR 2022**

**WHEREAS**, it is the general policy of the city to establish fees that are reflective of the cost of services provided by the city; and

**WHEREAS**, it is best practice for the City's Master Fee Schedule be updated annually to reflect changes in the cost for certain City services.

**NOW, THEREFORE BE IT RESOLVED**, by the City Council of the City of Shelton, Washington, as follows:

**Section 1. Public Interest.** The City Council for the City of Shelton, Washington finds that it is in the public interest to amend and supersede the previously adopted Master Fee Schedule to address costs associated with providing services.

**Section 2. Supersede previous Resolutions.** This resolution inclusive of Exhibit "A" attached hereto shall supersede in its entirety Resolution 1184-1120 approved by the Shelton City Council and set the City's 2021 Master Fee Schedule.

**Section 3. Adjustments.** The Shelton City Council amends the Master Fee Schedule to include Exhibit "A".

**Section 4. Effective date.** This resolution shall be in full force and effect on March 1, 2022 with the exception of utility rates, which were effective January 1, 2022 through Shelton Municipal Code 14.28, 15.28 and 16.06.010.

**INTRODUCED AND PASSED** by the City Council of the City of Shelton on this 15th day of February 2022.

ATTEST:

\_\_\_\_\_  
Mayor Onisko

\_\_\_\_\_  
City Clerk Nault



**City of Shelton**  
**525 Cota Street**  
**Shelton, Washington 98584**  
**Master Fee Schedule**  
**RESOLUTION ~~XXXX-XXXX~~ 1225-1221**  
**Exhibit "A"**

<b>General Government.....</b>	<b>pg. 2</b>
<b>Animal Shelter.....</b>	<b>pg. 3</b>
<b>Civic Center.....</b>	<b>pg. 3</b>
<b>Code Enforcement.....</b>	<b>pg. 4</b>
<b>Parks and Recreation.....</b>	<b>pg. 4</b>
<b>Police Department.....</b>	<b>pg. 5</b>
<b>Community Development.....</b>	<b>pg. 5</b>
<b>Planning.....</b>	<b>pg. 5</b>
<b>Building.....</b>	<b>pg. 6</b>
<b>Fire.....</b>	<b>pg. 14</b>
<b>Public Works.....</b>	<b>pg. 15</b>
<b>Stormwater.....</b>	<b>pg. 15</b>
<b>Sanitary Sewer.....</b>	<b>pg. 16</b>
<b>Reclaimed Water.....</b>	<b>pg. 17</b>
<b>Water.....</b>	<b>pg. 18</b>
<b>Misc. and Grade and Fill.....</b>	<b>pg. 19</b>



## General Government

Annual Report	\$10.00
Documents provided at Public Hearings	\$0.00 (within one year)
Audio Reproduction (when requested within one year of hearing). *Other than Police	\$10.00 (requested after one year of hearing date)
Video Reproduction * Other than Police	\$10.00
Copies	\$0.15 per page
Scanned copies to electronic format	\$0.10 per page
Files or attachments for electronic delivery	\$0.05 per four (4) attachments
Gigabyte of electronic records for transmission	\$0.10 per gigabyte
Storage media, container, envelope, postage and delivery charge	Actual Cost
R.C.W. 42.56.120 (2) (b) (c) and (e)	
New and renewal of Business License	\$50.00
Sexually Oriented Business License	\$100.00
Sexually Oriented Manager or Entertainer	\$50.00
Taxi Operator License (per operator)	\$40.00
Taxi Vehicle License (per vehicle)	\$40.00
Returned Check charge	\$40.00
VISA/MC chargeback	\$35.00
Special Event Permit	\$35.00 (An additional \$25.00 is due for applications received 25 business days or less prior to the event).
City Special Event services (barricades, garbage, etc.)	\$25.00 (per event, per service)
Displays on City message boards	\$30.00
Map Reproduction	Color 36 x 48 \$18.00 Color 24 x 36 \$12.00 Special Order 36 x 48 \$30.00 Special Order 24 x 36 \$20.00 Black Line \$1.00 (Per square foot)

## Animal Shelter

Adoption Fee	\$ <del>10</del> 80.00
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<del>Adoption Fee with Rabies Vaccine</del>	<del>\$112.50</del>
Animal License	\$30.00
<a href="#">Spayed or Neutered</a>	<a href="#">\$25.00</a>
<a href="#">Service Dogs</a> <del>(\$5.00 discount for spayed/neutered dogs)</del>	<a href="#">No fee</a>
<del>No fee for service dogs. Senior citizen 65 yrs. and older. 50% off licensing.</del>	<a href="#">\$15.00</a>
<del>Rabies Vaccination</del>	<del>\$32.50</del>
Surrender of Dog - City residents only	\$40.00
Animal Impound (City residents)	First impoundment \$50.00 Second impoundment \$75.00 Third and subsequent impoundment \$150.00 All impound fees shall also be charged unpaid animal license fees.
Boarding fee (over 48 hours)	\$15.00 per/day (\$30.00 per/day after 48 hours)
Lost license or (transfer of license)	\$5.00(\$10.00)
Non-resident animal impound fee	First impoundment \$150.00 Second impoundment \$200.00 Third and subsequent impoundment \$250.00

#### *Civic Center Rental*

Damage Deposit	\$300.00
Kitchen	\$50.00
Black drapery	\$2.00 (per 10 foot section)
Staging	\$10.00 (use of 1 – 4 sections)
Equipment Rental	TV Monitor \$10.00 Multimedia Projector \$20.00
Coffee Service	\$25.00 (per gallon)
Meeting rooms	\$22.00 per hour for each 600 sq. ft.
Main meeting room	\$75.00 per hour
<a href="#">50% reduction in room rental for local government and non-profits during regular business hours</a>	



### *Code Enforcement*

Infraction Issued Fees including site visit(s), photos, file creation, documentation, etc. Plus itemized fees to include attorney costs, additional tracked staff time and costs, title searches, service, court filing fees, which may be included in the city request for abatement cost reimbursement per R.C.W. 35.21.955	\$68.00 minimum
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### *Parks and Recreation*

Parks Master Plan	\$20.00
Ballfields and Playfields (Callahan Park/Loop Field.	Field Rental \$12.00 per hour Softball Field preparation \$20.00 each field
City recreation programs	Actual cost of program
Refunds	Before first class: %100 Before second class: %80 Before third class: %50 After third class: No refunds
Picnic Shelters	\$12.50 per hour. Two hour minimum, plus applicable fees for garbage, labor, misc.
Commercial Park (Use by individual, company, corporation, business or similar for the purposes of selling, distributing, or promotion.	\$25.00 <u>per hour</u>

### *Police Department*

Fingerprints	\$ <del>15.00</del> <del>60.00</del>
Video Reproduction	<del>\$10.00</del> <del>Time and material</del>
Audio Reproduction	<del>\$10.00</del> <del>Time and material</del>
Weapons Permit	\$49.25
Weapons Permit renewal	\$32.00
Weapons Permit renewal – late application	\$42.00
Weapons Permit – replacement	\$10.00
Weapons Dealer Permit	\$125.00
Excess Alarm fee	\$25.00 after three (3) false alarms



### Community Development – Planning

Address Assignment	\$100.00
Annexation	\$1,200.00 plus \$40.00 per acre or fraction thereof.
Appeal to the Hearing Examiner	Individual - \$1,000.00 H.O.A. - \$500.00
Boundary Line Adjustment	\$315.00
Comprehensive Plan Amendment	\$2,600.00
Comprehensive Plan document	\$35.00
Conditional Use Permit/ <a href="#">Special Use Permit</a>	\$2,700.00
SEPA	\$300.00
EIS	\$1,400.00 plus consultant costs
Fence	\$75.00 residential \$180.00 commercial
Forest Practices Application	\$350.00
Plat/Binding Site Plan	Preliminary: \$3,300.00 plus \$40.00 per lot Extension: \$200.00 Final: \$500.00 Administrative Amendments: \$200.00 Public Hearing Amendments: \$1,500.00
Planned Unit Development	Preliminary: \$3,000.00 plus \$25.00 per lot Extension: \$200.00 Final: \$500.00 plus \$30.00 per lot Administrative Amendments: \$200.00 Public Hearing Amendments: \$1,500.00
Parcel combination	\$320.00
Pre-submittal conference	\$150.00
RV/Tent Occupancy Application	\$45.00
Short Plat	\$920.00
Site Plan Review	\$1,200.00
Site Plan amendment	\$110.00
Variance Permit	\$2,700.00
Zone Change	\$2,400.00



Zoning Letter	\$45.00
Zoning Ordinance Text Amendment	\$435.00
Signs	\$50.00 when no building permit required \$55.00 per square foot valuation with building permit
<i>Shoreline Specific applications</i>	
Shoreline Management Program document	\$35.00
Shoreline Statement of Exemption	\$170.00
Substantial Development Permit	\$560.00 Public Hearing Required: \$2,300.00
Shoreline Conditional Use Permit	\$2,300.00
Shoreline Variance	\$2,300.00

#### *Community Development – Building*

After Hours Inspections (Regular business hours 8am to 5pm Monday through Friday).	\$70.00 per hour (two hour minimum)
Re-inspection fee	\$70.00 per hour (one hour minimum)
Inspections for which no fee is specifically indicated.	\$70.00 per hour (one half hour minimum)
Additional plan review required for plan changes.	\$70.00 per hour (one half hour minimum)
Note: For the building fees above, or the total; hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved. Actual costs include administrative and overhead costs.	
Building Valuation  *NOTE: all footnotes of Building Valuation Data as published by ICC shall apply	1) New construction, and remodels greater than 50%: of "R" occupancies The City of Shelton will utilize the International Code Council's "Building Valuation Data Table" on a two year lag as published in the August edition of the Building Safety Journal. The square footage valuations from this table will be implemented on the first day of September following publication and remain in force through August of the following year.



	<p>2) Private garages, storage buildings, green houses and similar structures shall be valued as Utility, Miscellaneous</p> <p>3) Remodels less than 50% shall be valued at 50% of the table value from the ICC Building Valuation Data for occupancy specified.</p>
Bulkheads	\$20.00 per cubic foot
<p>Building Permit</p> <p>NOTE: Washington State surcharge applies: \$25.00 Commercial, \$6.50 Residential.</p>	<p>Valuation:</p> <p>\$1.00 to \$500.00: <b>\$25.00</b></p> <p>\$501.00 to \$2,000.00: <b>\$25.00 and \$3.00 per each additional \$100 or fraction thereof and including \$2,000</b></p> <p>\$2,001.00 to \$25,000.00: <b>\$70.00 and \$14.00 for each additional \$1,000 or fraction thereof to and including \$25,000</b></p> <p>\$25,000.00 to \$50,000.00: <b>\$390.00 and \$10.00 for each additional \$1,000 or fraction thereof to and including \$50,000</b></p> <p>\$50,001.00 to \$100,000.00: <b>\$640.00 and \$7.00 for each additional \$1,000 or fraction thereof to and including \$100,000</b></p> <p>\$100,001.00 to \$500,000.00: <b>\$1,000.00 and \$6.00 for each additional \$1,000 or fraction thereof to and including \$500,000</b></p> <p>\$500,001.00 to \$1,000,000.00: <b>\$3,400.00 and \$5.00 for each additional \$1,000 or fraction thereof to and including \$1,000,000</b></p> <p>\$1,000,000 and up: <b>\$5,700 and \$7.00 for each additional \$1,000 or fraction thereof to and including \$1,000,000</b></p>
Maximum Building Permit fee	\$50,000.00
Early Foundation Permit/Early start agreement (Early foundation permit for commercial/industrial building will be deducted from permit fee upon full submittal.	25% of building permit fee
Demolition permit	\$120.00 plus State surcharge
Reroof – residential only	\$115.00
Reroof –commercial	<b>\$275.00 per square -</b>



per square valuation is used to determine valuation	<p>Class A&amp;B (hotmap/torchdown)</p> <p><b>\$250.00 per square -</b></p> <p>Composition( roll/3 tab)</p> <p><b>\$325.00 per square -</b></p> <p>Composition with plywood replacement</p> <p><b>\$300.00 per square - Metal</b></p> <p><b>\$275.00 per square - Shake</b></p> <p><b>\$300.00 per square - Shingle</b></p>
Windows	\$25.00 first window, \$7.00 for each additional window
Reissuance of lost permit card	\$30.00
Reissuance of plan package <a href="#">or expired permit in same code cycle</a>	\$140.00
Stock Plans	50% of the ICC fee
Solid Fuel/Gas insert	\$140.00
Hearing Examiner appeal	\$2,400.00
Request for Reconsideration	\$500.00
Investigation fee	\$70.00 per hour
Mechanical Permit	<p>Each mechanical permit: <b>\$25.00</b></p> <p><b>FURNACE:</b></p> <p><del>For issuing each supplemental permit for which the original permit for the original permit has not expired, been canceled, or final: <b>\$8.00</b></del></p> <p>For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance, up to and including 100,000 Btu/h (29.3kW): <b>\$16.00</b></p> <p>For the installation or relocation of each forced-air or gravity-type furnace or burner,</p>



	<p>including ducts and vents attached to such appliance, over 100,000 Btu/h (29.3 kW): <b>\$20.00</b></p> <p>For the installation or relocation of each floor furnace, including vent: <b>\$16.00</b></p> <p>For the installation or relocation of each suspended heater, recessed wall heater on floor-mounted unit heater: <b>\$16.00</b></p> <p><b>Appliance Vents:</b> For the installation, relocation or replacement of each appliance vent and not included in an appliance permit: <b>\$8.00</b></p> <p><b>Repairs or Additions:</b> For the repair of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption or evaporative cooling system, including installation of controls regulated by the Mechanical Code: <b>\$15.00</b></p> <p><b>Boilers, Compressors, and Absorption Systems:</b></p> <p>For the installation or relocation of each boiler or compressor to and including 3 horsepower (10.6 kW), or each absorption system to and including 100,000 Btu/h (29.3 kW): <b>\$15.00</b></p> <p>For the installation or relocation of each boiler or compressor over three horsepower (10.6 kW) to and including 15 horsepower (52.7 kW), or each absorption system over 100,000 Btu/h (29.3 kW) to and including 500,000 Btu/h (146.6 kW): <b>\$30.00</b></p> <p>For the installation or relocation of each boiler or compressor over 15 horsepower (52.7 kW) to and including 30 horsepower (105.5 kW), or each absorption system over 500,000 Btu/h (146.6 kW) to and including</p>
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	<p>1,000,000 Btu/h (293.1 kW): <b>\$40.00</b></p> <p>For the installation or relocation of each boiler or compressor over 30 horsepower (105.5 kW) to and including 50 horsepower (176 kW), or each absorption system over 1,000,000 Btu/h (293.1 kW) to and including 1,750,000 Btu/h (512.9 kW): <b>\$60.00</b></p> <p>For the installation or relocation of each boiler or compressor over 50 horsepower (176 kW), or each absorption system over 1,750,000 Btu/h (512.9 kW): <b>\$100.00</b></p> <p><b>Air Handlers:</b> For each air-handling unit to and including 10,000 cubic feet per minute (cfm) (4719 L/s), including ducts attached thereto: <b>\$12.00</b></p> <p>Note: This fee does not apply to an air-handling unit, which is a portion of a factory-assembled appliance, cooling unit, evaporative cooler or absorption unit for which a permit is required elsewhere in the Mechanical Code for each air-handling unit over 10,000 cfm (4719 L/s): <b>\$20.00</b></p> <p><b>Evaporative Coolers:</b> For each evaporative cooler other than portable type: <b>\$12.00</b></p> <p><b>Ventilation and Exhaust:</b> For each ventilation fan connected to a single duct: <b>\$8.00</b></p> <p>For each ventilation system which is not portion of any heating or air-conditioning system authorized by a permit: <b>\$12.00</b></p> <p>For the installation of each hood which is served by mechanical exhaust, including the ducts for such hood: <b>\$12.00</b></p> <p><b>Incinerators:</b></p>
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	<p>For the installation or relocation of each domestic-type incinerator: <b>\$20.00</b></p> <p>For the installation or relocation of each commercial or industrial-type incinerator: <b>\$16.00</b></p> <p><b>Miscellaneous:</b> For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories, or for which no other fee is listed in the table: <b>\$12.00</b></p>
Mobile/Manufactured Home set-up	<p>Individual Lot: \$472.00 Park Set: \$165.00 <b>NOTE: Includes 4x4 landing</b></p>
Mobile Home Title Eliminations	\$30.00
<p>Plan Review (All types other than Mechanical)</p> <p>*NOTE: Commercial kitchen based on project valuation of engineer's written estimate.</p>	<p>65% of Permit fee Mechanical only: 25% of Permit fee</p>
Plumbing Permit	<p>Each permit: <b>\$25.00</b></p> <p><i>NOTE: Unit Fee Schedule in addition to above</i></p> <p>For each plumbing fixture on one trap or a set of fixtures on one trap (including water, drainage piping, and backflow protection therefore): <b>\$8.00</b></p> <p>For each building sewer and each trailer park sewer: <b>\$16.00</b></p> <p>Rainwater systems per drain (inside building): <b>\$8.00</b></p> <p>For each cesspool where permitted: <b>\$27.00</b></p> <p>For each private sewage disposal system: <b>\$45.00</b></p> <p>For each water heater and/or vent: <b>\$8.00</b></p> <p>For each industrial waste pretreatment</p>



	<p>interceptor including its trap and vent, except kitchen-type grease interceptors functioning as fixture traps: <b>\$8.00</b></p> <p>For each installation, alteration or repair of water piping and/or water treating equipment, each: <b>\$8.00</b></p> <p>For each repair or alteration of drainage or vent piping, each fixture: <b>\$8.00</b></p> <p>For each lawn sprinkler system on any one meter including backflow protection devices therefore: <b>\$8.00</b></p> <p>For each backflow protective device other than atmospheric type vacuum breakers:</p> <ul style="list-style-type: none"> <li>• 2 inch (51 mm) diameter and smaller: <b>\$8.00</b></li> <li>• over 2 inch (51 mm) diameter: <b>\$16.00</b></li> </ul> <p>Atmospheric-type vacuum breakers:</p> <ul style="list-style-type: none"> <li>• 1 to 5: <b>\$5.00</b></li> <li>• over 5, each: <b>\$2.00</b></li> </ul>
Propane Tanks and Piping (above and below ground)	\$12.00 per tank
<p>Refund:</p> <p><del>2015-IBC Section 109.6 / 2015-IRC Section R108.5</del></p>	<p><del>The building official may authorize refunding on not more than fifty percent (50%) of the permit fee paid when no work has been done under a permit issued in accordance with this code. The building official may authorize refunding of a</del></p> <p>Not more than seventy-five percent (75%) of the plan review fee paid when an applicant for a permit for which a plan review fee has not been paid is withdrawn or canceled before any plan reviewing is done. The building official shall not authorize refunding of any fee paid except on written application filed by the original permittee no later than 180 days after the date of fee paid.</p>



Commercial Site Plans	\$390.00
Subdivision or Planned Residential Development	\$328.00
Pre-Application Conference	\$95.00
Other Land Use Application	\$264.00

#### *Fire – Alarm Fees*

Fire Alarm System - Minor Alteration	\$100.00
Fire Alarm Zoned System - One Zone	\$296.00
Each Additional Zone	\$136.00
Fire Alarm Addressable System - 1 to 20 Devices	\$296.00
Each Additional Device	\$4.00

#### *Fire - Suppression*

Commercial Cooking Extinguishing System/Protection	\$252.00
Fire Pumps and Private or Dedicated Fire Hydrant Systems	\$372.00
Fire Hydrant - Witnessed Flow Test (1-4) Hydrants	\$100.00
Fire Hydrant - Each Additional Hydrant	\$40.00
Fire Sprinkler - Alteration to Existing System(s) (>4 heads)	\$200.00
Fire Sprinkler - New System - NFPA 13 (2 inspections)	\$472.00
NFPA 13 - Each Additional Riser	\$472.00
Fire Sprinkler - New System - NFPA 13D (Single Family)	\$200.00
Fire Sprinkler - New System - NFPA 13R (Per Building)	\$390.00
Other Extinguishing Systems	\$372.00
Standpipe System	\$200.00
Underground Fire Sprinkler Mains (2 inspections)	\$252.00

#### *Fire - Other*

Fireworks Display	\$208.00
Investigation Fee (work started without a permit)	Double Permit Fee
Other Plan Reviews or Permits Required by the IFC and/or Municipal Code \$100.00 Per Hour Review + \$100.00 per Hour Inspection	Calculated
Re-inspection Fees	\$100.00
Revision to Plan Previously Submitted - \$100.00 per Hour	Calculated
Use of Consultant for Plan Review and Inspection	Actual Cost
Tents/Temporary Membrane (greater than 400 SF)	\$100.00

#### *Public Works – [Engineering and Permitting](#)*

Right-of-Way and Obstruction Permits (SMC Chapter 12.20)	Class 1: Short term maintenance <del>permit</del> : \$45.00 Class 2: Temporary Construction <del>of permit</del> : \$65.00, plus <a href="#">review and inspection</a> fees Class 3: Fixture and Encroachment <del>Permit</del> : \$65.00;
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	Sidewalk café, add \$280.00/hr review fee; <del>Class 3 Permit</del> \$15.00 annual renewal fee Class 4: Heavy Right-of-Way Use <del>Permits</del> : Fee calculated per SMC Sections 12.20.030.4 & 12.20.040.D
Public Improvement <u>Civil</u> Plan Review Fee	3% of Estimated Cost of Public Improvements, <u>\$250 minimum</u>
Public Improvement Inspection Fee	3% of Estimated Cost of Public Improvements, <u>\$125 minimum</u>
<u>Public or Private Utility Work (Gas, Cable, Phone, Electric)</u>	<u>\$150 Application Fee, includes first two hours review and first two inspections.</u>
Fine for Work in Right of Way without Permits	\$250.00 plus standard permit fee
Utility Connection Application Permit Fee a. Water & Reclaimed Water Connections b. Sewer & Storm Drainage Connections	\$170.00 plus applicable <u>Meter and</u> GFC \$65.00 plus applicable GFC
ESC, Grading, and Stormwater: Single Family All other Sites	<del>\$75.00</del> <u>\$150.00, Includes Review and Inspection</u> <del>\$320.00</del> <u>\$320.00, Includes first four hours review and first two inspections.</u> <del>\$80.00 Inspection</del>
<u>Additional/Re-Inspection Fee</u>	<u>\$75.00 Per Hour</u>
<u>Additional Plan Review</u>	<u>\$75.00 Per Hour</u>
<u>Contracted Consultant for Plan Review or Inspection</u>	<u>Contract Consultant fees</u>
Special Development Studies: Traffic Impact Reports, Hydrology studies, and similar.	Contract Consultant fees
<u>Design Modification Request</u>	<u>\$150.00</u>
Traffic Impact Fee	<del>\$3,735.71</del> <u>\$3,967.32</u> for SFR/varies based on use. <del>ORD. 1907-1017 Exhibit B</del> <u>Per SMC 17.12</u>
Latecomer Agreement	\$280.00
Right-of-Way vacation	\$500.00

### Stormwater

<u>Monthly Rates</u>	<u>Before October 1, 2021</u>
<del>Schedule 1: Single Family and Duplex</del>	<del>\$12.10</del>
<del>Schedule 2:</del>	
<del>≤ 5,000 sq. ft. Impervious Surface</del>	<del>\$22.70</del>
<del>5,001 – 10,000 sq. ft. Impervious Surface</del>	<del>\$45.40</del>
<del>10,001 – 25,000 sq. ft. Impervious Surface</del>	<del>\$71.00</del>
<del>25,001 – 35,000 sq. ft. Impervious Surface</del>	<del>\$106.40</del>
<del>35,001 – 55,000 sq. ft. Impervious Surface</del>	<del>\$141.85</del>
<del>&gt; 55,000 sq. ft. Impervious Surface</del>	<del>\$283.70</del>

### Stormwater Monthly Charges



<del>Monthly Rates</del> <u>Class of Service</u>	Unit	<del>October 1, 2021</del>	2022	2023	2024	2025	2026
Single-Family	1 ERU	<del>\$16.83</del>	\$17.33	\$17.85	\$18.39	\$18.94	\$19.51
Duplex	2 ERUs	<del>\$33.66</del>	\$34.67	\$35.71	\$36.78	\$37.88	\$39.02
All Other Developed Parcels	Per ERU rounded to the nearest tenth	<del>\$16.83</del>	\$17.33	\$17.85	\$18.39	\$18.94	\$19.51

Note: 1 ERU = 2,900 square feet of impervious surface area. All other developed parcels: minimum of 1 ESU

### Stormwater GFC

<del>Monthly Rates</del> <u>Class of Service</u>	Unit: <del>\$439.50</del> <u>\$474.66</u> per ERU
Single-Family	1 ERU
Duplex	2 ERUs
All Other Developed Parcels	Per ERU rounded to the nearest tenth

Note: 1 ERU = 2,900 square feet of impervious surface area.

### Sewer

#### Sewer Service Monthly Charges – Per SMC 14.28

<u>Class of Service</u>	<u>2022 Base Charge</u>	<u>2022 Consumption Charge per C.F.</u>
<u>Schedule 1: Single Family Residential &amp; Duplex</u>	<u>\$52.06</u>	<u>\$0.1042</u>
<u>Schedule 2: Single Family &amp; Duplex without Water Service</u>	<u>\$133.64 Flat Rate</u>	<u>N/A</u>
<u>Schedule 3: Triplex/Multi-Family/Mobile Home/Trailer Parks</u>		
<u>0 c.f. to 460 c.f. per Unit</u>	<u>\$52.06 Per Unit</u>	<u>\$0.0000</u>
<u>Each Unit over 460 c.f.</u>	<u>\$52.06 Per Unit</u>	<u>\$0.1125</u>
<u>Schedule 4: Commercial</u>		
<u>0 c.f. up to 1,000 c.f.</u>	<u>\$63.08</u>	<u>\$0.1127</u>
<u>1,001 c.f. to 2,000 c.f.</u>	<u>\$94.35</u>	<u>\$0.1127</u>
<u>Over 2,000 c.f.</u>	<u>\$130.88</u>	<u>\$0.1127</u>
<u>Schedule 5: Hotel/Motel</u>		
<u>0 c.f. to 84 c.f. per Unit</u>	<u>\$9.53 Per Unit</u>	<u>\$0.0000</u>
<u>Each Unit over 84 c.f.</u>	<u>\$9.53 Per Unit</u>	<u>\$0.1127</u>

### Sewer Connection GFC

Water Meter Size	Weighting Factor	Fee
3/4"	1.00	\$3,258.00
1"	2.50	\$8,145.00



1.5"	5.00	\$16,290.00
2"	8.00	\$26,064.00
3"	16.00	\$48,870.00
4"	25.00	\$81,495.00
6"	50.00	\$162,900.00
8"	80.00	\$260,640.00

- Developments pursuant to SMC 18.02.110 shall be charged twenty-five percent (25%) of the equivalent charge above [\(e.g. Tiny Homes\)](#).

#### Sewer [Connection](#) GFC (Grandview Heights only)

Water Meter Size	Weighting Factor	Fee
3/4"	1.00	\$1,629.00
1"	2.50	\$4,072.00
1.5"	5.00	\$8,145.00
2"	8.00	\$13,032.00
3"	16.00	\$24,435.00
4"	25.00	\$40,725.00
6"	50.00	\$81,495.00
8"	80.00	\$130,320.00

#### Biosolids

Class A Biosolids Fertilizer, per bag	Fee set by City Manager
<a href="#">Receiving Hauled Biosolids Sludge:</a>	
<a href="#">Sludge up to 1.5% Total Suspended Solids</a>	<a href="#">\$0.11 per gallon</a>
<a href="#">Sludge 1.6% to 3% Total Suspended Solids</a>	<a href="#">\$0.13 per gallon</a>
<a href="#">Sludge 3.1% to 6% Total Suspended Solids</a>	<a href="#">\$0.15 per gallon</a>

#### Reclaimed Water [Connection](#)

Water Meter Charge	Fee
3/4" Meter	<del>\$238.16</del> <a href="#">335.06</a>
1"	<del>\$354.91</del> <a href="#">393.00</a>
1.5"	<del>\$760.43</del> <a href="#">747.68</a>



2"	<del>\$1,029.38</del> <a href="#">1,002.28</a>
3"	<del>\$2,018.65</del> <a href="#">2,461.28</a>
4"	<del>\$3,170.16</del> <a href="#">4,523.04</a>
6"	<del>\$4,298.21</del> <a href="#">5,236.66</a>
Above 6"	<del>\$6,095.57</del> <a href="#">11,047.41</a>

### Reclaimed Water [Connection GFC](#)

Water Meter Size	Weighting Factor	Fee
3/4"	1.00	\$326.00
1"	2.50	\$815.00
1.5"	5.00	\$1,629.00
2"	8.00	\$2,606.00
3"	16.00	\$4,887.00
4"	25.00	\$8,150.00
6"	50.00	\$16,290.00
8"	80.00	\$26,064.00

### [Reclaimed Water Service Monthly Charges – Per SMC 16.06.010](#)

[Each account that is served shall pay the following monthly reclaimed water meter charge:](#)

<a href="#">Meter Size</a>	<a href="#">2022 Commercial</a>
<a href="#">¾- inch</a>	<a href="#">\$13.62</a>
<a href="#">1-inch</a>	<a href="#">\$16.81</a>
<a href="#">1 ¼ - inch</a>	<a href="#">\$19.89</a>
<a href="#">1 ½ -inch</a>	<a href="#">\$22.94</a>
<a href="#">2-inch</a>	<a href="#">\$33.54</a>
<a href="#">2 ½ -inch</a>	<a href="#">N/A</a>
<a href="#">3-inch</a>	<a href="#">\$88.43</a>
<a href="#">4-inch</a>	<a href="#">\$118.61</a>
<a href="#">6-inch</a>	<a href="#">\$195.61</a>



<a href="#">8-inch</a>	<a href="#">\$285.95</a>
<a href="#">10-inch</a>	<a href="#">\$438.56</a>
<a href="#">12-inch</a>	<a href="#">\$682.59</a>

#### Monthly Reclaimed Water Consumption Charge – Per SMC 16.06.010

In addition to the monthly reclaimed water meter charge, each service shall pay a consumption charge of \$0.01915 for each cubic foot of reclaimed water consumed in a month.

#### Water

##### Water ~~Connection~~ Meter Charge

3/4" meter	<del>\$238.16</del> <a href="#">335.06</a>
1" meter	<del>\$354.91</del> <a href="#">393.00</a>
1.5" meter	<del>\$760.43</del> <a href="#">747.68</a>
2" meter	<del>\$1,029.38</del> <a href="#">1,002.28</a>
3" meter	<del>\$2,018.65</del> <a href="#">2,461.28</a>
4" meter	<del>\$3,170.16</del> <a href="#">4,523.04</a>
6" meter	<del>\$4,298.21</del> <a href="#">5,236.66</a>
Above 6" meter	<del>\$6,095.57</del> <a href="#">11,047.41</a>

##### Water ~~Meter~~ ~~Connection~~ GFC

Water Meter Size	Weighting Factor	Fee
3/4"	1.00	\$1,260.00
1"	2.50	\$3,150.00
1.5"	5.00	\$6,300.00
2"	8.00	\$10,080.00
3"	16.00	\$18,900.00
4"	25.00	\$31,500.00
6"	50.00	\$63,000.00
8"	80.00	\$100,800.00

- Developments pursuant to SMC 18.02.110 shall be charged twenty-five percent (25%) of the equivalent charge above. ([e.g., Tiny Homes](#))

#### Water Service Monthly Charges – Per SMC 15.28



Schedule 1: Each account that is served shall pay the following monthly water meter charge:

<u>Meter Size</u>	<u>2022</u> <u>Single-Family</u>	<u>2022</u> <u>Multifamily</u>	<u>2022</u> <u>Commercial</u>	<u>2022</u> <u>Irrigation</u>	<u>2022</u> <u>Private Fire Line</u>
<u>¾ - inch</u>	<u>\$15.99</u>	<u>\$14.10</u>	<u>\$13.62</u>	<u>\$42.24</u>	<u>\$10.22</u>
<u>1-inch</u>	<u>\$20.77</u>	<u>\$17.60</u>	<u>\$16.81</u>	<u>\$64.62</u>	<u>\$12.23</u>
<u>1 ¼ - inch</u>	<u>\$25.80</u>	<u>\$21.05</u>	<u>\$19.89</u>	<u>\$91.46</u>	<u>\$13.98</u>
<u>1 ½ - inch</u>	<u>\$30.85</u>	<u>\$24.52</u>	<u>\$22.94</u>	<u>\$118.27</u>	<u>\$15.74</u>
<u>2-inch</u>	<u>\$46.18</u>	<u>\$36.06</u>	<u>\$33.54</u>	<u>\$186.11</u>	<u>\$22.58</u>
<u>2 ½ - inch</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<u>3-inch</u>	<u>\$113.74</u>	<u>\$93.45</u>	<u>\$88.43</u>	<u>\$393.87</u>	<u>\$62.60</u>
<u>4-inch</u>	<u>\$158.18</u>	<u>\$126.49</u>	<u>\$118.61</u>	<u>\$595.85</u>	<u>\$81.84</u>
<u>6-inch</u>	<u>\$274.70</u>	<u>\$211.35</u>	<u>\$195.61</u>	<u>\$1,149.76</u>	<u>\$129.60</u>
<u>8-inch</u>	<u>\$412.47</u>	<u>\$311.15</u>	<u>\$285.95</u>	<u>\$1,812.66</u>	<u>\$185.37</u>
<u>10-inch</u>	<u>\$620.46</u>	<u>\$474.80</u>	<u>\$438.56</u>	<u>\$2,633.45</u>	<u>\$288.94</u>
<u>12-inch</u>	<u>\$949.51</u>	<u>\$735.75</u>	<u>\$682.59</u>	<u>\$3,903.20</u>	<u>\$455.89</u>

Monthly Water Service Consumption Charge – Per SMC 15.28

In addition to the meter charge established in Schedule 1 above, each service shall pay the following rate for each cubic foot of water consumed in a month:

<u>Class of Service</u>	<u>2022</u> <u>Consumption Charge per C.F</u>
<u>Schedule 2: Single Family Residential</u>	
<u>Each cubic foot up to 600 c.f.</u>	<u>\$0.0335</u>
<u>Each cubic foot in excess of 600 c.f. up to 1,500 c.f.</u>	<u>\$0.0401</u>
<u>Each cubic foot in excess of 1,500 c.f.</u>	<u>\$0.0498</u>
<u>Schedule 3: Multifamily</u> <u>(including duplex, triplex, mobile home, and trailer parks)</u>	<u>\$0.0389</u>
<u>Schedule 4: Commercial</u> <u>(including government, industrial, hotel/motel)</u>	<u>\$0.0383</u>
<u>Schedule 5: Irrigation</u>	<u>\$0.0498</u>
<u>Schedule 6: Wholesale Rate</u> <u>(Johns Prairie area owned by the Port of Shelton)</u>	<u>\$0.0345</u>

Bulk Water and Hydrant Use Permits

Annual Hydrant Water Use Permit Application Fee ( <del>From Issuance</del> )	<del>\$70.00</del> <u>\$72.00</u> <u>Or prorated at \$6/mo if issued in the 4<sup>th</sup> quarter</u>
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Hydrant Meter, Gate Valve, and Wrench Deposit and Rental Fee	\$750.00 refundable deposit \$75 per month rental fee
Hydrant Water Billing and Water Use Charge and PWM Hydrant Load/Use Charge	\$45.00 quarterly billing charge, plus commercial water consumption charge per SMC 15.28.050
Fine for connection to hydrant without permit	\$1,000.00
Fine for connection to hydrant without meter	\$500.00

#### Misc. Water Fees and Charges

Water Turn Off for Non-Payment	\$100.00
Water Disconnect:	
Regular Office Hours	\$0.00
*Emergency After Hours	<del>\$100.00</del> <u>\$150.00</u>
<a href="#">*Disconnects after hours are for emergencies only; scheduled plumbing maintenance or repairs that requires City Staff to disconnect water is to occur during City business hours only.</a>	
Water Reconnect:	
Regular Business Hours	\$0.00
*Emergency After Hours	<del>\$100.00</del> <u>\$150.00</u>
<a href="#">*Reconnects after hours are for emergencies only; scheduled plumbing maintenance or repairs that requires City Staff to reconnect water is to occur during City business hours only.</a>	
Fine for unauthorized connection/disconnection of water service	\$500.00
<a href="#">Fine for tampering with water meter, cutting lock, etc.</a>	<u>\$150.00 per instance</u>
<del>Commercial Fire Line</del>	<del>No Charge</del>
<del>Backflow Testing</del>	<del>No Charge</del>