

**Subject: Resolution #747 – Consultant Contract for TIB Project Park Avenue – End of Road to Bennet Street Improvement**

**Dept. Origin: Planning Dept.**  
**Prepared by: Jennifer Robertson, City Attorney's Office**  
**For Agenda of: June 7, 2022**  
**Exhibits: Resolution #747 with Attachments**

Initial & Date

**Proposed Council Action:**

Adopt Resolution #747.

**Concurred by Mayor:** \_\_\_\_\_  
**Approved by City Planner:** \_\_\_\_\_  
**Approved as to form by City Atty:** JSR 6-2-22  
**Approved by Finance Director:** \_\_\_\_\_  
**Approved by Department Head:** \_\_\_\_\_

**INFORMATION / BACKGROUND**

The City awarded an On-Call Civil Engineer contract to SCJ Alliance via Resolution No. 738 on December 21, 202. The Scope of Work for that Agreement, included the following:

Engineering work that may be performed specific to funding grants received by the City may be assigned under this Scope of Work to the Consultant. Any such assignment shall be made in the City's sole discretion. To the extent that such work may be subject to and/or require any additional agreement in accordance with the requirements of the funding agency, the Consultant may be required to execute the additional agreement as a pre-requisite to receiving the assigned work.

The City recently obtained grant funding from the Washington State Transportation Improvement Board (TIB) for the Park Avenue – End of Road to Bennett Street Improvement Project (SEP 22-00039). The TIB requires the City to use its Consultant Agreement for engineering services. Pursuant to the Scope of Work between the City and SCJ Alliance, entering into this subsequent agreement is included within the work awarded via Resolution No. 738. However, authorizing this TIB Consultant Agreement still requires Council approval because the agreement amount exceeds the Mayoral authority set forth in RMC 1.21.010.

**FISCAL CONSIDERATION**

The maximum contract price is \$73,674.00. The TIB reimburses 95% and the City matches the remaining 5% of the contract price.

## **RECOMMENDATION / MOTION**

Approve Resolution #747.

MOTION: I move to approve Resolution #747 authorizing the Mayor to execute the TIB Consultant Agreement with SCJ Alliance substantially in the form attached to the Resolution.

**RESOLUTION NO. 747**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RUSTON, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A TIB CONSULTANT AGREEMENT WITH SCJ ALLIANCE FOR SERVICES FOR THE TIB-FUNDED PARK AVENUE PROJECT – END OF ROAD TO BENNETT STREET, SUCH ADDITIONAL AGREEMENT BEING WITHIN THE SCOPE OF WORK OF THE CONTRACT WITH SCJ ALLIANCE AWARDED UNDER RESOLUTION NO. 738.**

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WHEREAS, on December 21, 2021 the City awarded an On-Call Civil Engineer contract via Resolution No. 738 to SCJ Alliance in conformance with Chapter 39.80 RCW; and

WHEREAS, the Scope of Work included the City having discretion to award to SCJ Alliance additional engineering work for grants received by the City and provided that if such work required any additional agreement in accordance with the requirements of the funding agency, SCJ Alliance may be required to execute the additional agreement as a pre-requisite to receiving the assigned work; and

WHEREAS, the City recently obtained grant funding from the Washington State Transportation Improvement Board (TIB) for the Park Avenue – End of Road to Bennett Street Improvement Project (SEP 22-00039); and

WHEREAS, this Project requires additional engineering services and the City desires to assign this work to SCJ Alliance; and

WHEREAS, the TIB requires the City to use its Consultant Agreement for engineering services; and

WHEREAS, the City Council finds it in the public interest to authorize the Mayor to execute the proposed TIB Consultant Agreement in substantially the form that is attached to this Resolution as Exhibit “1”;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RUSTON,  
WASHINGTON, DOES HEREBY RESOLVE AS FOLLOWS:

**Section 1. Agreement Authorized.** The Mayor is hereby authorized to execute the TIB  
Consultant Agreement between the City of Ruston and SCJ Alliance in substantially the form  
attached to this Resolution as Exhibit “1”.

RESOLVED this 7th day of June, 2022.

APPROVED:

\_\_\_\_\_  
Bruce Hopkins, Mayor

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Judy Grams, City Clerk

FILED WITH THE CITY CLERK: \_\_\_\_\_  
PASSED BY THE CITY COUNCIL: \_\_\_\_\_  
RESOLUTION NO.: 747

# **EXHIBIT “1”**

**ON-CALL ENGINEERING SERVICES AGREEMENT**

**FOR CIVIL ENGINEERING**



# Transportation Improvement Board (TIB) Consultant Agreement

TIB PROJECT NUMBER <b>6-P-135(005)-1</b>		PROJECT PHASE (check one) <input checked="" type="checkbox"/> Design <input type="checkbox"/> Construction	
PROJECT TITLE & WORK DESCRIPTION <b>Park Avenue – End of Road to Bennett St Improvement Project (SEP 22-00039).</b> This project includes surveying, preliminary engineering, final PS&E preparation, SEPA and permitting work, and bidding support for this project. The project includes pavement repair, grinding, and HMA overlay; construction of new curb, gutter, sidewalk, curb ramps and curb bulbs; updated signing, street lighting, and site furnishings; and minor storm water adjustments. In addition, intersecting alleys will be converted to one-way operations.			
CONSULTANT NAME & ADDRESS <b>Shea, Carr &amp; Jewell, Inc (dba SCJ Alliance)</b>			
<b>AGREEMENT TYPE (check one)</b>			
<input type="checkbox"/> LUMP SUM \$ _____			
<input checked="" type="checkbox"/> COST PLUS FIXED FEE			
OVERHEAD COST METHOD		OVERHEAD PROGRESS PAYMENT RATE _____ %	
		<input checked="" type="checkbox"/> Actual Cost <u>151.79</u> %	
		<input type="checkbox"/> Actual Cost Not To Exceed _____ %	
		<input type="checkbox"/> Fixed Rate _____ %	
FIXED FEE \$ <u>7,798.00</u>			
<input type="checkbox"/> SPECIFIC RATES OF PAY		<input type="checkbox"/> Negotiated Hourly Rate	
		<input type="checkbox"/> Provisional Hourly Rate	
<input type="checkbox"/> COST PER UNIT WORK			
DBE PARTICIPATION		WBE PARTICIPATION	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %	
COMPLETION DATE		MAXIMUM AMOUNT PAYABLE <b>\$ 73,674.00</b>	

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the City of Ruston, Washington, hereinafter called the AGENCY, and the above organization hereinafter called the CONSULTANT. The Transportation Improvement Board hereinafter called the TIB, administers the following accounts: Urban Arterial Trust Account funds, Transportation Improvement Account funds, Small City Account funds, and City Hardship Assistance Account funds.

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, with the aid of TIB funds in conformance with the rules and regulations promulgated by the TIB; and

WHEREAS, the AGENCY 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 for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance 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 work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

## II SCOPE OF WORK

The Scope of Work and project level of effort for this project is detailed in Exhibit B-1 attached hereto, and by this reference made a part of this AGREEMENT.



### **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 or individuals shall be coordinated through the AGENCY.

The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY or such Federal, Community, State, 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 number of hours or days notice required shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit B-1 attached hereto and made part of this AGREEMENT. The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated. Goals for Disadvantaged Business Enterprises (DBE), Minority Business Enterprises (MBE), and Women-owned Business Enterprises (WBE) if required shall be shown in the heading of this Agreement.

The original copies of all reports, PS&E, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All designs, drawings, specifications, documents, and other work products prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for the PROJECT and are 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 PROJECT, shall be without liability of legal exposure to the CONSULTANT.

### **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 be completed by the date shown in the heading of this AGREEMENT under 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 or 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**

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit C-1 attached hereto, and by this reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, Scope of Work.

### **VI SUBCONTRACTING**

The AGENCY permits subcontracts for those items of work as shown in Exhibit G-1 to this Agreement. Compensation for this subconsultant work shall be based on the cost factors shown on Exhibit G-2, attached hereto and by this reference made a part of this AGREEMENT.

The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts exceeding \$10,000 in cost shall contain all applicable provisions of this AGREEMENT.

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

### **VII EMPLOYMENT**

The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this 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 the 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 or might arise under any Worker'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 CONSULTANTs 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 the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

### **VIII NONDISCRIMINATION**

The CONSULTANT agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, layoffs or terminations, rates of pay or other forms of compensation, selection for training, rendition of services. The CONSULTANT understands and agrees that if it violates this provision, this AGREEMENT may be terminated by the AGENCY and further that the CONSULTANT shall be barred from performing any services for the AGENCY now or in the future unless a showing is made satisfactory to the AGENCY that discriminatory practices have terminated and that recurrence of such action is unlikely.

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

- A. **COMPLIANCE WITH REGULATIONS:** The CONSULTANT shall comply with the Regulations relative to nondiscrimination in the same manner as in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this AGREEMENT.



- B. **NONDISCRIMINATION:** The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, creed, color, sex, age, marital status, national origin or handicap except for a bona fide occupational qualification in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix II of the Regulations.
- C. **SOLICITATIONS FOR SUBCONSULTANTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, creed, color, sex, age, marital status, national origin and handicap.
- D. **INFORMATION AND REPORTS:** The CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY or TIB to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the AGENCY, or the TIB as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this AGREEMENT, the AGENCY shall impose such sanctions as it or the Transportation Improvement Board may determine to be appropriate, including, but not limited to:
1. Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or
  2. Cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- F. **INCORPORATION OF PROVISIONS:** The CONSULTANT shall include the provisions of paragraphs (A) through (G) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subconsultant or procurement as the AGENCY or the Transportation Improvement Board may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY to enter into such litigation to protect the interests of the AGENCY, and in addition, the CONSULTANT may request the TIB to enter into such litigation to protect the interests of the TIB.
- G. **UNFAIR EMPLOYMENT PRACTICES:** The CONSULTANT shall comply with RCW 49.60.180 prohibiting unfair employment practices and the Executive Orders numbered E.O.70-01 and E.O.66-03 of the Governor of the State of Washington.

## IX TERMINATION OF AGREEMENT

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit F-1 for the type of AGREEMENT used.

No payment shall be made for any work completed after ten days following receipt by the CONSULTANT of the Notice of Termination. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

In the event the services of the CONSULTANT are terminated by the AGENCY for fault on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work 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 work required and the time which maybe required to do so, and other factors which affect the value to the AGENCY of the work 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 the previous paragraph.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without it or its employees fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY in accordance with the provision of this AGREEMENT.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. The subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY's concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

In the event this AGREEMENT is terminated prior to completion, the original copies of all reports and other data, PS&E materials furnished to the CONSULTANT by the AGENCY and documents prepared by the CONSULTANT prior to said termination, shall become and remain the property of the AGENCY and may be used by it without restriction. Such unrestricted use, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

Payment for any part of the work 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 work 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 complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof.



Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work 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 XIV.

## **XI DISPUTES**

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination 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 the scope of judicial review provided under Washington Case Law.

## **XII VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION**

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in the county the AGENCY is located in. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall 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 the AGENCY is located in.

## **XIII LEGAL RELATIONS AND INSURANCE**

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accord with the laws of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE of Washington, and their officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT's negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY and the STATE against and hold harmless the AGENCY and the STATE from claims, demands or suits based solely upon the conduct of the AGENCY and the STATE, their agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT's agents or employees and (b) the AGENCY and the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the AGENCY and the STATE of defending such claims and suits, etc. shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents or employees.

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

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against 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 CONSULTANT recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of 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 the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.

### **Insurance Coverage**

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. General commercial liability insurance in an amount not less than a single limit of one million and 00/100 Dollars (\$1,000,000.00) for bodily injury, including death and property damage per occurrence.

Excepting the Worker's Compensation insurance and any professional liability insurance secured by the CONSULTANT, the AGENCY will be named on all certificates of insurance as an additional insured. 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 14 days of the execution of this AGREEMENT to the AGENCY. 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 shall be limited to the amount payable under this AGREEMENT or one million dollars, whichever is the greater unless modified by Exhibit H-1. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

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

## **XIV EXTRA WORK**

- A. The AGENCY may at any time, by written order, make changes within the general scope of the 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 work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the 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 the AGREEMENT accordingly.
- C. The CONSULTANT must submit any proposal for adjustment (hereafter referred to as proposal) under this clause within 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 proposal submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the disputes clause. However nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.



- E. Notwithstanding the terms and condition 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.

**XV  
ENDORSEMENT OF PLANS**

The CONSULTANT shall place his endorsement on all plans, estimates or any other engineering data furnished by him.

**XVI  
TIB AND AGENCY REVIEW**

The AGENCY and TIB shall have the right to participate in the review or examination of the work in progress.

**XVII  
CERTIFICATION OF THE  
CONSULTANT AND THE AGENCY**

Attached hereto as Exhibit A-1, are the Certifications of the Consultant and the Agency.

**XVIII  
AGENCY ENGINEER**

For the purposes of this Agreement, the "AGENCY Engineer" is JWM&A.

**XIX  
COMPLETE AGREEMENT**

This document and referenced attachments contains 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 an amendment to this AGREEMENT.

**XX  
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 agreements contained in the proposal, and the supporting materials submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

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In witness whereof the parties hereto have executed this AGREEMENT as of the day and year first above written.

By \_\_\_\_\_ By \_\_\_\_\_

Consultant Lisa M. Reid, Principal  
Shea, Carr, & Jewell, Inc.

Bruce Hopkins, Mayor  
City/County of City of Ruston



## EXHIBIT A-1 Certification of Consultant

Project No. 6-P-135(005)-1	City/County Town of Ruston, Washington
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I hereby certify that I am Lisa M. Reid a duly authorized representative of the firm of Shea, Carr, & Jewell, Inc. whose address is 8730 Tallon Lane NE, Suite 100, Lacey, Washington 98516 and that neither I nor the above firm I here represent has:

- (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 contract.
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of a firm or person in connection with carrying out the contract.
- (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 the contract; except as here expressly stated (if any):

I further certify that the firm I hereby represent is authorized to do business in the State of Washington and that the firm is in full compliance with requirements of the Board of Professional Registration.

I acknowledge that this certificate is to be available to the Transportation Improvement Board (TIB), in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

June 1, 2022

*Date*

  
*Signature*

## Certification of Agency Official

I hereby certify that I am the AGENCY Official of the City/County of City of Ruston, Washington and that the above consulting firm or his/her representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

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

I acknowledge that this certificate is to be available to the TIB, in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

*Date*

*Signature*

## **EXHIBIT B-1 Scope of Work**

### **Park Avenue Improvement Project Between the End of the Road and N Bennett St Street Excavation Permit 22-000039 TIB Project No. 6-P-135(005)-1 City of Ruston, WA**

**Prepared For:** Rob White  
Community Development Director

**Prepared By:** Lisa Reid, PE, PMP | Project Manager  
Jared VerHey, PE | On-Call Program Manager

**SCJ Project No.:** 22-000258

**Date Prepared:** June 01, 2022

### **Introduction and Project Understanding**

The City of Ruston (COR) is experiencing unprecedented growth within the Point Ruston Development and revitalization within the Pearl District. Improving connections to businesses, restaurants, parks, schools, medical/senior facilities, bus routes and the Vashon Ferry is crucial to support the longevity and well-being of Ruston's citizens and economy. Park St is a vital neighborhood collector, connecting tourists and residents to these uses and facilities. Uses that are either adjacent to the project, or within a few blocks, include Point Defiance Park, (zoo, aquarium, Science and Math Institute, and ferry), bus routes, future Promontory Hill Park, Ruston Town Hall and Community Center, Police Dept, and a large senior housing community. Future improvements to the Point Defiance Triangle include a hotel, meeting spaces and retail. With a Pavement Condition Rating (PCR) of 45-48, non-ADA compliant 4ft-wide pedestrian facilities, and no pedestrian lighting, Park St needs improvement to serve its intended purposes.

This project will enhance safety by installing wider sidewalks with bulb-outs at intersections and on-street parking. Work includes cleaning /patching existing pavement, removal of existing curb, gutter, and sidewalk, upgrading ADA ramps and drainage structures, installing new curb, gutter, and ADA ramps in new bulb-outs to reduce crossing length, edge grinding of existing asphalt, and grade correction grinding of non-compliant crosswalks. Work also includes new asphalt overlay, new pavement markings, and relocating or installing signs to town standards. Street lighting systems and site furnishings will be upgraded and added to be consistent with town standards and adjacent recent projects. Park Street and connecting alleys will be converted to one-way only with vehicular traffic to the north and east.

The project is funded by a Transportation Improvement Board (TIB) FY 2023 Small Town Arterial Program grant in the amount of \$628,502 for design and construction.

## Project Location

This project is in Ruston Washington along the extents of Park Avenue, also known as N 54<sup>th</sup> St as shown in Figure 1. The westernmost limit is at the end of the road (at the alley west of N Highland St) and the easternmost limit is at N Bennett St. The project is approximately 0.22 miles in length.



Figure 1. Park Avenue Improvement Project - Limits

## Assumptions

- ◆ No right of way acquisitions is required or scoped.
- ◆ No boundary survey is required or scoped.
- ◆ Quality control is included in the individual design phases.
- ◆ The project design will undergo 50% and 100% submittals followed by Bid Set Preparation.
- ◆ The project is approximately 1,175' and will fit on two (2) 20-scale drawings (22x34).
- ◆ Storm drainage work is limited to minor extensions of the existing system at new curb bulbs.
- ◆ No geotechnical work is needed or scoped.
- ◆ Sidewalk work is limited to the south side of Park Avenue.
- ◆ One (1) schedule of work will be included in the Plans. If needed, additional schedules will be fully described in the Project Manual.
- ◆ COR will provide a template for Temporary Construction Easements (TCEs).
- ◆ COR will provide appropriate forms for the Project Manual.

## Phase 1 Project Management

This Phase includes general project management tasks and meetings required to plan, execute and close-out the project, including coordination meetings with the COR and project team. The duration of the design phase of the project is expected to be 8 months.

### Task 1 Project Management

- 1) Contract Set-Up and Close-Out
- 2) Subconsultant Contracting (Mtn2Coast)

- 3) Monthly Invoicing and Progress Reports
- 4) Team and Subconsultant Management

### **Task 2**     *Schedule*

- 1) This Scope of Work includes a Draft Project Schedule. Develop a final project schedule based on COR comments on the draft schedule and report status per that schedule on a monthly basis with the progress report and invoice.

### **Task 3**     *Meetings with COR*

- 1) Up to eight (8) monthly 30-minute status calls with the COR

### **Deliverables**

- ◆ Monthly Invoices and Progress Reports (PDF)
- ◆ Team Contact List (PDF)
- ◆ Meeting Agendas and Summaries (email)

## **Phase 2**     **Survey and Basemap (MTN2COAST)**

This Phase includes calculation of the right of way, surveying, and the completion of basemapping for use in the design of this project. Work in this task will be completed by MTN2COAST, LLC (M2C) with coordination by SCJ Alliance.

### **Task 1**     *Boundary Survey – Right of Way Determination*

- 1) M2C will complete a boundary survey to establishing the ROW of the roadways. Only the boundaries of the south half of the ROW will be determined, adjacent to the sidewalk mapping. No corners will be set.

### **Task 2**     *Topological Survey and Basemap*

- 1) M2C will complete a topographic survey of the site as shown on the attached Survey Limits Exhibit. The topographic survey will include the following:
  - ◆ One-foot contours with tops, toes, and breaks.
  - ◆ Buildings and other structures on site with finished floor elevation.
  - ◆ Other visible improvements such as curbs, mailboxes, light poles, etc.
  - ◆ Hard surfaces such as concrete, pavement and gravel.
  - ◆ Trees 6" and larger dbh with diameter and species measured.
  - ◆ M2C will hire and coordinate a utility locator service to paint the buried conductible utilities.
  - ◆ M2C will then field map the utilities paint marks. We will also open and measure utility structures and measure pipe sizes, types and invert elevations. The Survey will be completed on the Washington State Plane Coordinate System and NAVD 88 vertical datum.

### **Deliverables**

- ◆ Existing Conditions Plans (PDF)
- ◆ AutoCAD files of the existing topo and utility information (AutoCAD)

- ◆ Civil3D file of the existing surface (C3D)

## Phase 3 Preliminary Construction Documents

This Phase includes the preparation of construction documents based on the work completed in , including construction drawings, and a stormwater report for the proposed improvements.

### *Task 1 Site Visit*

- 1) Visit the Project Site to make observations about detail design and photograph the site for design information and to document before and after conditions for the COR.

### *Task 2 Preliminary Stormwater Memo*

- 1) Prepare a brief stormwater memo documenting the requirements triggered by the improvements and how each are met. Include a stormwater site plan (2 sheets) and a Stormwater Pollution Prevention Plan (SWPPP).

### *Task 3 Prepare 50% Construction Plans*

Prepare construction drawings for this project using the preliminary design work completed in , reflecting advanced design information. This includes the following drawings (total of 21 sheets):

- 1) Cover Sheet (1 sheet)
- 2) Notes, Legend & Abbreviations (1 sheet)
- 3) Existing Conditions (2 sheets)
- 4) Alignment & Index Plan (1 sheet)
- 5) Typical Roadway Sections (1 sheet)
- 6) Site Preparation and TESC Plans (2 sheets)
- 7) Site Preparation and TESC Details (1 sheet)
- 8) Paving & Drainage Plans (2 sheets)
- 9) Paving & Drainage Profiles (2 sheets)
- 10) Intersection & Curb Ramp Plans (4 sheets)
- 11) Restoration, Signing, Pavement Marking, and Lighting Plans (2 sheets)
- 12) Restoration, Signing, Pavement Marking, and Lighting Details (2 sheets)

### *Task 4 Prepare 50% Project Manual*

- 1) Assemble the Division 1 Boiler Plate and Forms
- 2) Outline for Division 2-9 GSPs and Special Provisions
- 3) Prepare Appendices

### *Task 5 Prepare 50% Engineer's Estimate*

- 1) Perform a quantity take-offs
- 2) Assign unit costs, calculate lump sum estimates, and prepare a preliminary, 50% engineer's estimate.

## Deliverables

- ◆ Preliminary Stormwater Memo (PDF)
- ◆ 50% Plan Set (PDF)
- ◆ 50% Project Manual (Word and PDF)
- ◆ 50% Engineer's Estimate (PDF)

## Phase 4 Final Construction Documents

This Phase includes the preparation of construction documents based on the work completed in , including construction drawings, and a stormwater report for the proposed improvements.

### Task 1 Final Stormwater Memo

- 1) Prepare a final stormwater memo based on any review comments and the advanced design.

### Task 2 Prepare 100% Plans

Advance the design and respond to the COR comments on the 50% and prepare 100% Plans. This includes the following drawings (total of 21 sheets):

- 1) Cover Sheet (1 sheet)
- 2) Notes, Legend & Abbreviations (1 sheet)
- 3) Existing Conditions (2 sheets)
- 4) Alignment & Index Plan (1 sheet)
- 5) Typical Roadway Sections (1 sheet)
- 6) Site Preparation and TESC Plans (2 sheets)
- 7) Site Preparation and TESC Details (1 sheet)
- 8) Paving & Drainage Plans (2 sheets)
- 9) Paving & Drainage Profiles (2 sheets)
- 10) Intersection & Curb Ramp Plans (4 sheets)
- 11) Restoration, Signing, Pavement Marking, and Lighting Plans (2 sheets)
- 12) Restoration, Signing, Pavement Marking, and Lighting Details (2 sheets)
- 13)

### Task 3 Prepare 100% Project Manual

Respond to the COR comments on the 50% Project Manual and:

- 1) Assemble the Division 1 Boiler Plate and Forms
- 2) Prepare Division 2-9 GSPs and Special Provisions
- 3) Update Appendices

### Task 4 Prepare 100% Engineer's Estimate

- 1) Update the quantity take-offs
- 2) Update unit costs, lump sum estimates, and prepare the revised 100% engineer's estimate.

## Deliverables

- ◆ Final Stormwater Memo (PDF)
- ◆ 100% Plan Set (PDF)
- ◆ 100% Project Manual (Word and PDF)
- ◆ 100% Engineer's Estimate (PDF)

## Phase 5 SEPA and Permitting

### Task 1 SEPA Checklist

- 1) Prepare a SEPA checklist and submit to the appropriate reviewing agency for review and concurrence. It is anticipated that the response will be determination of non-significance (DNS).

### Task 2 Permitting

- 1) Identify required permits
- 2) Submit NOI to Department of Ecology if required for a Construction Stormwater General Permit under NPDES (typically if > 1-acre of disturbed area).
- 3) Submit up to one (1) right of way permit as needed by the COR or adjacent agencies.

## Deliverables

- ◆ SEPA Checklist (PDF)
- ◆ NOI Application (PDF, online submittal)
- ◆ Additional permit application (PDF)

## Phase 6 Public and Agency Coordination

### Task 1 Public Outreach

- 1) Plan and prepare an outreach effort prior to the design of the project to solicit public comments and inform them of the project.
  - ◆ Prepare a one-page flyer to be distributed to town residents informing them of the project and construction and soliciting their feedback. The Town will distribute the flyer.
  - ◆ Prepare website content on the project to be uploaded by the Town.
- 2) Plan and prepare an outreach effort prior to construction to town residents to inform them about construction
  - ◆ Prepare a one-page flyer to be distributed to town residents informing them of the project and construction and soliciting their feedback. The Town will distribute the flyer.
  - ◆ Prepare website content on the project to be uploaded by the Town.

### Task 2 Utility Company Coordination

- 1) Send the topo survey, including utilities to utility companies and request their corrections or as-builts for existing utilities.

- 2) Coordinate with the utility companies as needed to avoid conflicts. If needed coordinate the relocation of their facilities per their franchise agreement or in the contract.

### **Task 3**     *TIB Coordination*

- 1) Coordinate with TIB on the review of the 50% PS&E, approval of construction bid award and the scoping of the construction administration and management

### **Task 4**     *Temporary Construction Easements (TCEs)*

- 1) Prepare exhibits for necessary TCEs. It is assumed that up to eight (8) TCEs may be needed for construction of curb ramps.
- 2) Negotiate TCEs with Property Owners

### **Deliverables**

- ◆ Up to two (2) outreach flyers, including printed copies to be mailed to local neighborhood.
- ◆ Website Content (html and PDF)
- ◆ TCE Exhibits and Signed Documents (PDF)
- ◆ Draft and Final Mailer (PDF)
- ◆ Draft and Final Website Content (Word and PDF)
- ◆ Utility Company

## **Phase 7**     **PS&E Preparation for Bidding**

This Phase includes the preparation of construction documents based on the work completed in , including construction drawings, and a stormwater report for the proposed improvements.

### **Task 1**     *Bid Set PS&E*

- 1) Respond to any comments on the 100% Plans and Project Manual and prepare the final Plans and Project Manual for bidding.
- 2) Prepare PDFs of Plans and Project Manual for distribution to Plan Centers

### **Deliverables**

- ◆ Final Plan Set (PDF, one full-sized and 2 half-sized printed copies)
- ◆ Final Project Manual (PDF, 2 printed copies)

## **Phase 8**     **Advertisement and Award**

This Phase includes preparing the contract for bidding, working with the COR to get it advertised, assistance during bidding, and selection of a contractor.

### **Task 1**     *Advertisement*

- 1) Assemble the PS&E package and coordinate with the newspapers and Bidder's Exchange to advertise and distribute the packages to bidders.

## **Task 2     Assistance During Bidding**

- 1) Respond to Requests for Information (RFI) during construction
- 2) Prepare addenda as needed. Up to two (2) minor addenda are included. Coordinate with Plan Centers for Distribution.

## **Task 3     Bid Opening and Evaluation**

- 1) Open Bids and identify the apparent low bidder.
- 2) Prepare a Bid Tabulation, evaluate bids and make a recommendation to the COR for award.
- 3) Coordinate with the COR to process forms and award the contract to the low bidder.

## **Task 4     Award**

- 1) Assemble all Forms for City execution
- 2) Coordinate with City to award project to apparent low bidder.
- 3) Prepare a Conformed Set of PS&E

## **Deliverables**

- ◆ Advertisement (PDF)
- ◆ Responses to RFIs (PDF and email)
- ◆ Up to two (2) Addenda (PDF)
- ◆ Bid Tabulation and Evaluation (PDF)
- ◆ Recommendation to Award (PDF, via email)
- ◆ Forms and Contracting Support (PDF)
- ◆ Conformed Plans and Project Manual (PDF plus 2 copies of Project Manual, 2 Copies of Half-Sized Plans and 1 Copy of Full-sized Plans)

## **Phase 9     Construction Administration and Management**

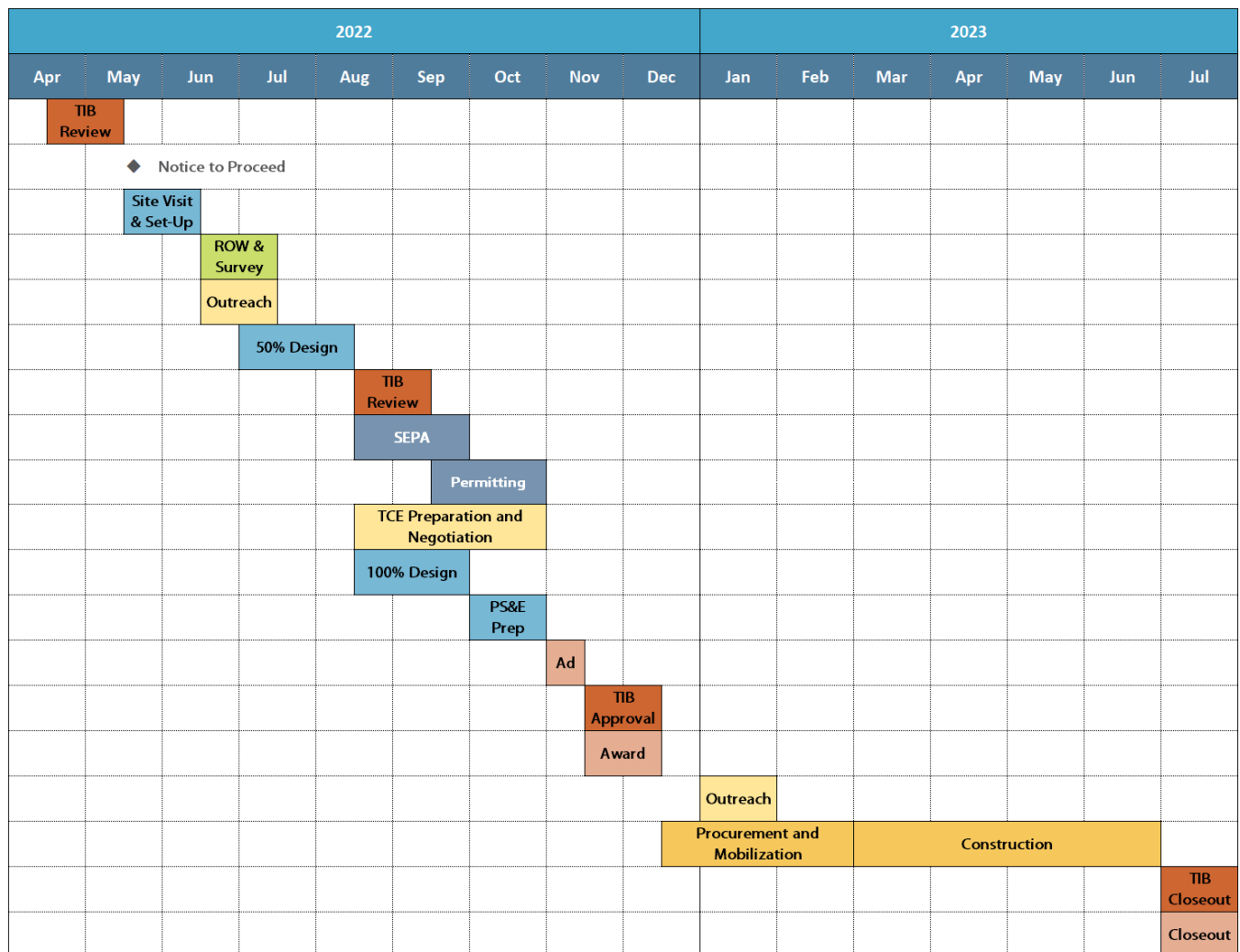
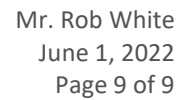
- 1) Coordinate with the COR and TIB to determine the level of construction administration and support necessary and prepare a supplement to this contract.

## **Phase 99     Expenses**

Expenses will be charged on a time and material basis and include items such as travel, mileage, plan reproduction, copies, etc. A budget of \$1,000 will be included in the contract for expenses.

## **Preliminary Schedule**

Figure 2 on the next page shows a draft schedule to illustrate the project approach to schedule and timing of work as well as the likely progression of work from design through construction. Phase 1 includes the development of the actual project schedule in collaboration with COR that will be adhered to. This schedule includes a 6-month design period and 2-month advertisement and award period for a total design schedule of 8 months.



## End Scope of Work

Ruston\_Park\_Avenue\_Scope\_2022-0601.docx



## EXHIBIT C-1 Payment (Cost Plus Fixed Fee)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for all work performed or services rendered and for all labor, materials, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work."

### A. Actual Costs

Payment for all consulting services for this project shall be on the basis of the CONSULTANT's actual cost plus a fixed fee. The actual cost shall include direct salary cost, overhead, and direct nonsalary cost.

#### 1. Direct Salary Costs

The direct salary cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT.

#### 2. Overhead Costs

Overhead costs are those costs other than direct costs which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the rate shown in the heading of this AGREEMENT, under "Overhead Progress Payment Rate." Total overhead payment shall be based on the method shown in the heading of the AGREEMENT. The three options are explained as follows:

- a. Actual Cost: If this method is indicated in the heading of the AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT the actual overhead costs verified by audit, up to maximum amount payable, authorized under this AGREEMENT, when accumulated with all other actual costs.
- b. Actual Cost Not To Exceed Maximum Percent: If this method is indicated in the heading of this AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT at the actual overhead rate verified by audit up to the maximum percentage shown in the space provided. Final overhead payment when accumulated with all other actual costs shall not exceed the total maximum amount payable shown in the heading of this AGREEMENT.
- c. Fixed Rate: If this method is indicated in the heading of the AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT for overhead at the percentage rate shown. This rate shall not change during the life of the AGREEMENT.

A summary of the CONSULTANT's cost estimate and the overhead computation are attached hereto as Exhibits D-1 and E-1 and by this reference made part of this AGREEMENT. When an actual cost overhead rate or actual cost not to exceed overhead rate is used, the actual overhead rate determined at the end of each fiscal year shall be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's overhead cost to reflect the actual rate.

The CONSULTANT shall advise the AGENCY as soon as possible of the actual overhead rate for each fiscal year and of the actual rate incurred to the date of completion of the work. The AGENCY and/or TIB may perform an audit of the CONSULTANT's books and records at any time during regular business hours to determine the actual overhead rate, if they so desire.

#### 3. Direct Nonsalary Cost

Direct nonsalary costs will be reimbursed at the actual cost to the CONSULTANT applicable to this contract. These charges may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of subconsultants. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the AGENCY. The billing for nonsalary cost, directly identifiable with the Project, shall be an itemized listing of the charges supported by original bills or legible copies of invoices, expense accounts, and miscellaneous supporting data retained by the CONSULTANT. Copies of the original supporting documents shall be provided to the AGENCY upon request. All of the above charges must be necessary for services to be provided under this AGREEMENT.

#### 4. Fixed Fee

The fixed fee, which represents the CONSULTANT's profit, is shown in the heading of this AGREEMENT under Fixed Fee. This fee is based on the scope of work defined in this AGREEMENT and the estimated man-months required to perform the stated scope of work. In the event a supplemental agreement is entered into for additional work by the CONSULTANT, the supplemental agreement may include provision for the added costs and appropriate additional fee. The fixed fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the monthly progress reports accompanying the invoices.



Any portion of the fixed fee earned by not previously paid in the progress payments will be cover in the final payment, subject to the provisions of Section IX, Termination of Agreement.

**5. Maximum Total Amount Payable**

The maximum total amount payable, by the AGENCY to the CONSULTANT under this AGREEMENT, shall not exceed the amount shown in the heading of this AGREEMENT as maximum amount payable, which includes the Fixed Fee, unless a supplemental agreement has been negotiated and executed by the AGENCY prior to incurring any costs in excess of the maximum amount payable.

**B. Monthly Progress Payments**

The CONSULTANT may submit invoices to the AGENCY for reimbursement of actual costs plus the calculated overhead and fee not more often than once per month during the progress of the work. Such invoices shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, General Requirements, of the AGREEMENT. The invoices will be supported by itemized listing and support document for each item including direct salary, direct nonsalary, and allowable overhead costs to which will be added the prorated Fixed Fee.

**C. 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 work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, 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 of any nature 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 that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

**D. Inspection of Cost Records**

The CONSULTANT and his subconsultants shall keep available for inspection by representatives of the AGENCY and/or TIB, for a period of three years after final payment, the cost records and accounts pertaining to this AGREEMENT. If any litigation, claim, or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

**EXHIBIT D-1  
FEE ESTIMATE  
COST PLUS FIXED FEE**



**SCJ Alliance**

Client: City of Ruston  
 Project: Park Avenue Improvement Project (SEP 22-000039)  
 Job #: SCJ 22-000258  
 File Name: Ruston\_Park\_Avenue\_Fee\_2022-0601 CPFF.xlsm

**Consultant Fee Determination**

***DIRECT SALARY COST***

<u>Classification</u>	<u>Hours</u>	<u>Direct Hourly Rate</u>	<u>Amount</u>
PM2 Project Manager	113.0	\$61.24	\$6,920
E4 Engineer	18.0	\$48.34	\$870
E4 Engineer	48.0	\$51.75	\$2,484
E3 Engineer	190.0	\$44.42	\$8,440
T3 Technician	74.0	\$33.65	\$2,490
T1 Technician	4.0	\$31.80	\$127
Project Coordinator I	31.0	\$30.58	\$948
<b>Total Direct Salary Cost</b>			<b>\$22,279</b>

***OVERHEAD***

Overhead Rate:	151.79%	Direct Salary Cost:	<b>\$22,279</b>	<b>Overhead Cost</b>	<b>\$33,818</b>
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***FIXED FEE***

Fixed Fee Rate:	35.00%	Direct Salary Cost:	<b>\$22,279</b>	<b>Fixed Fee Cost</b>	<b>\$7,798</b>
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***TOTAL SALARY COST***

<b>Total Salary Cost</b>	<b>\$63,895</b>
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***SUBCONSULTANTS***

<b>MTN2COAST, EXHIBIT G-2 (PHASE 2)</b>	<b>\$9,720</b>
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***REIMBURSABLE EXPENSES***

Mileage	<u>100</u>	miles at	<u>\$0.585</u>	per mile	\$59
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<b>Expenses Subtotal:</b>	<b>\$59</b>
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<b>Total Estimated Budget:</b>	<b>\$73,674</b>
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**EXHIBIT D-1  
FEE ESTIMATE  
COST PLUS FIXED FEE**



SCJ Alliance

Client: City of Ruston

Project: Park Avenue Improvement Project (SEP 22-000039)

Job #: SCJ 22-000258

File Name: Ruston\_Park\_Avenue\_Fee\_2022-0601 CPFF.xlsm

		Aaron Knight	George Hilen	Giuliana Joyce	Varun Kalyanam	Sami Ordenez	Chelsea Roque	Taylor Thompson		
Phase & Task No.	Phase & Task Title	PM2 Project Manager	E4 Engineer	E4 Engineer	E3 Engineer	T3 Technician	T1 Technician	Project Coordinator I	Total Direct Labor Hours & Cost	Total Cost
<b>PHASE 01 PROJECT MANAGEMENT</b>										
Task 01	Project Management									
1	Contract Set-up and Close-out	1.0						2.0	3.0	\$351
2	Subconsultant Contracting	1.0						1.0	2.0	\$263
3	Monthly Invoicing and Progress Reports	4.0							4.0	\$703
4	Team and Subconsultant Management	16.0							16.0	\$2,810
	Subtotal Hours:	22.0						3.0	25.0	\$4,127
Task 02	Schedule									
1	Develop Project Schedule and Report Status	2.0							2.0	\$351
	Subtotal Hours:	2.0							2.0	\$351
Task 03	Meetings									
1	Monthly Status Calls with the COR	4.0			4.0				8.0	\$1,212
	Subtotal Hours:	4.0			4.0				8.0	\$1,212
	Total Phase Hours:	28.0			4.0			3.0	35.0	\$35
	Total Phase Direct Labor:	\$1,715			\$178			\$92	\$1,984	\$5,690
<b>PHASE 02 SURVEY AND BASEMAP</b>										
Task 01	Boundary Survey									
1	Boundary Survey - ROW Determination			1.0		1.0			2.0	\$245
	Subtotal Hours:			1.0		1.0			2.0	\$245
Task 02	Topological Survey and Basemap									
1	Topological Survey and Basemap			1.0		1.0			2.0	\$245
	Subtotal Hours:			1.0		1.0			2.0	\$245
	Total Phase Hours:			2.0		2.0			4.0	\$4
	Total Phase Direct Labor:			\$104		\$67			\$171	\$490
<b>PHASE 03 PRELIMINARY CONSTRUCTION DOCUMENTS</b>										
Task 01	Site Visit									
1	Site Visit			4.0	4.0				8.0	\$1,103
	Subtotal Hours:			4.0	4.0				8.0	\$1,103
Task 02	Preliminary Stormwater Memo									
1	Preliminary Stormwater Memo			10.0	2.0	2.0			14.0	\$1,932
	Subtotal Hours:			10.0	2.0	2.0			14.0	\$1,932
Task 03	Prepare 50% Construction Plans									
1	Cover Sheet					1.0			1.0	\$97
2	Notes, Legend & Abbreviations Sheet	1.0			2.0				3.0	\$430
3	Existing Conditions					1.0			1.0	\$97
4	Alignment & Index Plan	1.0			2.0	2.0			5.0	\$623
5	Typical Roadway Sections	1.0			8.0	2.0			11.0	\$1,388
6	Site Preparation and TESC Plans	1.0		2.0	4.0				7.0	\$982
7	Site Preparation and TESC Details				2.0	2.0			4.0	\$448
8	Paving & Drainage Plan	1.0		4.0	10.0				15.0	\$2,043
9	Paving & Drainage Details			2.0	2.0	4.0			8.0	\$938
10	Intersection & Curb Ramp Plans	2.0			32.0				34.0	\$4,428
11	Restoration, Signing, Pavement Marking, and Lighting Plans	1.0	4.0		2.0	4.0			11.0	\$1,371
12	Restoration, Signing, Pavement Marking, and Lighting Details					4.0			4.0	\$386
	Subtotal Hours:	8.0	4.0	8.0	64.0	20.0			104.0	\$13,230
Task 04	Prepare 50% Project Manual									
1	Division 1 and Forms	4.0							4.0	\$703
2	Divisions 2-9	2.0	2.0	2.0	4.0				10.0	\$1,435
3	Appendices							2.0	2.0	\$175
	Subtotal Hours:	6.0	2.0	2.0	4.0			2.0	16.0	\$2,313

**EXHIBIT D-1  
FEE ESTIMATE  
COST PLUS FIXED FEE**



SCJ Alliance

Client: City of Ruston

Project: Park Avenue Improvement Project (SEP 22-000039)

Job #: SCJ 22-000258

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		Aaron Knight	George Hilen	Giuliana Joyce	Varun Kalyanam	Sami Ordenez	Chelsea Roque	Taylor Thompson		
Phase & Task No.	Phase & Task Title	PM2 Project Manager	E4 Engineer	E4 Engineer	E3 Engineer	T3 Technician	T1 Technician	Project Coordinator I	Total Direct Labor Hours & Cost	Total Cost
<b>Task 05</b>	<b>Prepare 50% Engineer's Estimate</b>									
1	Quantity Take-offs	1.0	2.0		4.0				7.0	\$962
2	Engineer's Estimate	1.0			2.0				3.0	\$430
	Subtotal Hours:	2.0	2.0		6.0				10.0	\$1,393
	Total Phase Hours:	16.0	8.0	24.0	80.0	22.0		2.0	152.0	\$152
	Total Phase Direct Labor:	\$980	\$387	\$1,242	\$3,554	\$740		\$61	\$6,964	\$19,971
<b>PHASE 04 FINAL CONSTRUCTION DOCUMENTS</b>										
<b>Task 01</b>	<b>Final Stormwater Memo</b>									
1	Final Stormwater Memo	1.0		4.0					5.0	\$769
	Subtotal Hours:	1.0		4.0					5.0	\$769
<b>Task 02</b>	<b>Prepare 100% Plans</b>									
1	Cover Sheet					1.0			1.0	\$97
2	Notes, Legend & Abbreviations Sheet	1.0			2.0	2.0			5.0	\$623
3	Existing Conditions									
4	Alignment & Index Plan				2.0	1.0			3.0	\$351
5	Typical Roadway Sections	1.0			6.0	2.0			9.0	\$1,133
6	Site Preparation and TESC Plans	1.0			4.0	2.0			7.0	\$878
7	Site Preparation and TESC Details	0.5			4.0	4.0			8.5	\$983
8	Paving & Drainage Plan	1.0		4.0	8.0	2.0			15.0	\$1,981
9	Paving & Drainage Details	0.5		2.0	8.0	4.0			14.5	\$1,790
10	Intersection & Curb Ramp Plans	2.0			18.0	6.0			26.0	\$3,223
11	Restoration, Signing, Pavement Marking, and Lighting Plans	2.0	2.0		8.0	2.0			14.0	\$1,841
12	Restoration, Signing, Pavement Marking, and Lighting Details	1.0	2.0		4.0	4.0			11.0	\$1,348
	Subtotal Hours:	10.0	4.0	6.0	64.0	30.0			114.0	\$14,250
<b>Task 03</b>	<b>Prepare 100% Project Manual</b>									
1	Update Division 1 and Forms	4.0							4.0	\$703
2	Prepare Divisions 2-9	2.0	1.0	1.0	4.0				8.0	\$1,148
3	Update Appendices							2.0	2.0	\$175
	Subtotal Hours:	6.0	1.0	1.0	4.0			2.0	14.0	\$2,026
<b>Task 04</b>	<b>Prepare 100% Engineer's Estimate</b>									
1	Quantity Take-offs	1.0	2.0		4.0				7.0	\$962
2	Engineer's Estimate	1.0			4.0				5.0	\$685
	Subtotal Hours:	2.0	2.0		8.0				12.0	\$1,648
	Total Phase Hours:	19.0	7.0	11.0	76.0	30.0		2.0	145.0	\$145
	Total Phase Direct Labor:	\$1,164	\$338	\$569	\$3,376	\$1,010		\$61	\$6,518	\$18,692
<b>PHASE 05 SEPA AND PERMITTING</b>										
<b>Task 01</b>	<b>SEPA Checklist</b>									
1	SEPA Checklist			2.0			4.0		6.0	\$662
	Subtotal Hours:			2.0			4.0		6.0	\$662
<b>Task 02</b>	<b>Permitting</b>									
1	Identify Permits	2.0							2.0	\$351
2	NPDES Construction Stormwater General Permit Application			2.0				2.0	4.0	\$472
3	Additional Permit	2.0		2.0		2.0		2.0	8.0	\$1,016
	Subtotal Hours:	4.0		4.0		2.0		4.0	14.0	\$1,840
	Total Phase Hours:	4.0		6.0		2.0	4.0	4.0	20.0	\$20
	Total Phase Direct Labor:	\$245		\$311		\$67	\$127	\$122	\$872	\$2,502
<b>PHASE 06 PUBLIC AND AGENCY COORDINATION</b>										
<b>Task 01</b>	<b>Public Outreach</b>									
1	Initial Flyer and Website Info During Design	2.0			4.0	2.0			8.0	\$1,054
2	Second Flyer and Website Update Before Construction	2.0			2.0				4.0	\$606
	Subtotal Hours:	4.0			6.0	2.0			12.0	\$1,660

**EXHIBIT D-1  
FEE ESTIMATE  
COST PLUS FIXED FEE**



**SCJ Alliance**

Client: City of Ruston  
Project: Park Avenue Improvement Project (SEP 22-000039)  
Job #: SCJ 22-000258  
File Name: Ruston\_Park\_Avenue\_Fee\_2022-0601 CPFF.xlsm

		Aaron Knight	George Hilen	Giuliana Joyce	Varun Kalyanam	Sami Ordenez	Chelsea Roque	Taylor Thompson		
Phase & Task No.	Phase & Task Title	PM2 Project Manager	E4 Engineer	E4 Engineer	E3 Engineer	T3 Technician	T1 Technician	Project Coordinator I	Total Direct Labor Hours & Cost	Total Cost
<b>Task 02 Utility Compant Coordination</b>										
1	Solicit As-Built Info				2.0	2.0		2.0	6.0	\$623
2	Coordinate to Avoid Conflicts			2.0	2.0				4.0	\$552
Subtotal Hours:				2.0	4.0	2.0		2.0	10.0	\$1,175
<b>Task 03 TIB Coordination</b>										
1	TIB Coordination	8.0						4.0	12.0	\$1,756
Subtotal Hours:		8.0						4.0	12.0	\$1,756
<b>Task 04 Temporary Construction Easements</b>										
1	Prepare Exhibits				4.0	4.0			8.0	\$896
2	Negotiate TCEs	8.0							8.0	\$1,405
Subtotal Hours:		8.0			4.0	4.0			16.0	\$2,301
Total Phase Hours:		20.0		2.0	14.0	8.0		6.0	50.0	\$50
Total Phase Direct Labor:		\$1,225		\$104	\$622	\$269		\$183	\$2,403	\$6,891
<b>PHASE 07 PS&amp;E PREPARATION</b>										
<b>Task 01 Finalize PS&amp;E</b>										
1	Finalize PS&E	2.0	1.0	1.0	8.0	6.0			18.0	\$2,236
2	Prepare PDFs for Distribution					2.0			2.0	\$193
Subtotal Hours:		2.0	1.0	1.0	8.0	8.0			20.0	\$2,429
Total Phase Hours:		2.0	1.0	1.0	8.0	8.0			20.0	\$20
Total Phase Direct Labor:		\$122	\$48	\$52	\$355	\$269			\$847	\$2,429
<b>PHASE 08 ADVERTISEMENT AND AWARD</b>										
<b>Task 01 Advertisement</b>										
1	Assemble PS&E and Coordinate with Advertisement and Plan Centers	2.0						2.0	4.0	\$527
Subtotal Hours:		2.0						2.0	4.0	\$527
<b>Task 02 Assistance During Bidding</b>										
1	Respond to RFIs	2.0	1.0	1.0	2.0			2.0	8.0	\$1,068
2	Prepare and Distribute Addenda	2.0	1.0	1.0	2.0	2.0		4.0	12.0	\$1,437
Subtotal Hours:		4.0	2.0	2.0	4.0	2.0		6.0	20.0	\$2,505
<b>Task 03 Bid Opening and Evaluation</b>										
1	Bid Opening	2.0						2.0	4.0	\$527
2	Bid Tabulation, Evaluation and Recommendation	2.0			2.0				4.0	\$606
3	Awarding Support	4.0						2.0	6.0	\$878
Subtotal Hours:		8.0			2.0			4.0	14.0	\$2,011
<b>Task 04 Award</b>										
1	Assemble All Forms	2.0						2.0	4.0	\$527
2	Coordnation with City	4.0							4.0	\$703
3	Conformed PS&E	2.0			2.0				4.0	\$606
Subtotal Hours:		8.0			2.0			2.0	12.0	\$1,835
Total Phase Hours:		22.0	2.0	2.0	8.0	2.0		14.0	50.0	\$50
Total Phase Direct Labor:		\$1,347	\$97	\$104	\$355	\$67		\$428	\$2,398	\$6,878
<b>PHASE 09 CONSTRUCTION ADMINISTRATION AND MANAGEMENT</b>										
<b>Task 01 Scoping</b>										
1	Scope of Work Discussion with COR	2.0							2.0	\$351
Subtotal Hours:		2.0							2.0	\$351
Total Phase Hours:		2.0							2.0	\$2
Total Phase Direct Labor:		\$122.48							\$122.48	\$351
Total Hours All Phases		113.0	18.0	48.0	190.0	74.0	4.0	31.0	478.0	\$478
Total Direct Labor Estimate All Phases		\$6,920	\$870	\$2,484	\$8,440	\$2,490	\$127	\$948	\$22,279	\$63,895

# EXHIBIT E-1

## Breakdown of Overhead Cost



**Washington State  
Department of Transportation**

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

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

June 16, 2021

Shae, Carr & Jewell, Inc. (dba SCJ Alliance)  
8370 Tallon Lane NE, Suite 200  
Lacey, WA 98516-6642

Subject: Acceptance FYE 2020 ICR – CPA Report

Dear Heather Seago:

We have accepted your firms FYE 2020 Indirect Cost Rate (ICR) of 151.79% of direct labor (rate includes 0.16% Facilities Capital Cost of Money) based on the “Independent CPA Report,” prepared by Stambaugh Ness. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards;

A handwritten signature in black ink, appearing to read 'Erik K. Jonson'.

ERIK K. JONSON  
Contract Services Manager

EKJ:ah

# EXHIBIT E-1

## Breakdown of Overhead Cost

### SHEA, CARR & JEWELL, INC., DBA SCJ ALLIANCE STATEMENT OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD FOR THE YEAR ENDED DECEMBER 31, 2020

Description	Financial Stmt Expense	Unallowable Costs	FAR Ref	Total Proposed	% of Direct Labor
<b>Direct Labor</b>	<u>\$ 5,891,369</u>	<u>\$ (10,843)</u>	(1)	<u>\$ 5,880,526</u>	
<b>INDIRECT COSTS</b>					
<b>Fringe Benefits:</b>					
Vacation, sick, and holiday	\$ 1,134,638	\$ -		\$ 1,134,638	
Incentive compensation	502,652	(64,407)	(2)(3)	438,245	
Retirement plan contributions	56,149	-		56,149	
ESOP contributions	74,890	-		74,890	
Employee group insurance	815,667	-		815,667	
Payroll taxes	725,589	(7,180)	(4)	718,409	
Workers compensation	35,927	-		35,927	
Other employee benefits	36,586	(36,586)	(5)(6)	-	
<b>Total Fringe Benefits</b>	<u>3,382,098</u>	<u>(108,173)</u>		<u>3,273,925</u>	<u>55.67%</u>
<b>General Overhead:</b>					
Indirect labor	3,506,334	(80,867)	(1)(6)(7)	3,425,467	
Advertising	17,132	(17,132)	(7)	-	
Bank processing fees	7,841	(688)	(8)	7,153	
Computer expense	438,789	-		438,789	
Contributions	26,815	(26,815)	(9)	-	
Depreciation and amortization	230,980	(31,435)	(10)	199,545	
Dues and professional licenses	56,066	(11,335)	(9)(11)	44,731	
Insurance	125,465	-		125,465	
Insurance - officers' life	18,454	(18,454)	(12)	-	
Interest	518,841	(518,841)	(13)	-	
Leased equipment	70,111	-		70,111	
Meals expense	12,027	(9,312)	(6)(7)	2,715	
Office supplies and postage	93,829	(5,267)	(4)(6)(7)(17)	88,562	
Professional services	243,851	(50,000)	(14)	193,851	
Rent	599,567	(58,523)	(15)	541,044	
Repairs and maintenance	23,161	-		23,161	
Seminars and professional education	20,988	(1,450)	(16)	19,538	
Taxes	331,989	-		331,989	
Travel	22,588	9,273	(16)(17)(18)	31,861	
Utilities	100,072	-		100,072	
Vehicle expense	11,502	(21)	(16)(17)	11,481	
Recovery	-	(12,022)	(18)	(12,022)	
<b>Total General Overhead</b>	<u>6,476,402</u>	<u>(832,889)</u>		<u>5,643,513</u>	<u>95.96%</u>
<b>Total Indirect Costs</b>	<u>\$ 9,858,500</u>	<u>\$ (941,062)</u>		<u>\$ 8,917,438</u>	<u>151.63%</u>
<b>Facilities Capital Cost of Money (FCCM)</b>				<u>\$ 9,247</u>	<u>0.16%</u>

# **EXHIBIT E-1**

## **Breakdown of Overhead Cost**

### **SHEA, CARR & JEWELL, INC., DBA SCJ ALLIANCE**

#### **DESCRIPTION OF FAR REFERENCES AND AUDIT ADJUSTMENTS**

#### **FOR THE YEAR ENDED DECEMBER 31, 2020**

- (1) The Company does not bill for the overtime premium incurred on billable projects. This adjustment reclasses the overtime premium from direct labor to indirect labor.
- (2) 31.205-6 (f) (1) (ii) Compensation for personal services - Bonuses and incentive compensation are unallowable when the basis of the award is not supported.
- (3) 31.205-13 (b) Employee morale, health, welfare, food service, and dormitory costs and credits - Cost of gifts are unallowable.
- (4) 31.201-6 (a) Accounting for unallowable costs - When an unallowable cost is incurred, its directly associated costs are also unallowable.
- (5) 31.205-6 (i) (1) Compensation for personal services - Any compensation which is calculated, or valued, based on changes in the price of corporate securities, such as stock warrants, is unallowable.
- (6) 31.205-14 Entertainment costs - Costs of amusement, diversions, social activities, and any directly associated costs such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities are
- (7) 31.205-1 (f) Public relations and advertising costs - Public relations and advertising costs designed to call favorable attention to the contractor and its activities are unallowable.
- (8) 31.205-15 Fines, penalties, and mischarging costs - Fine, penalties, and late fees are unallowable.
- (9) 31.205-8 Contributions or donations - Contributions or donations are unallowable.
- (10) 31.205-49 Goodwill - Any costs for amortization, expensing, write-off, or write-down of goodwill (however represented) are unallowable.
- (11) 31.205-22 (a) (1) Lobbying and political activity costs - Costs associated with attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activities are unallowable.
- (12) 31.205-19 (e) (2) (v) Insurance and indemnification - Costs of insurance on the lives of officers that does not represent additional compensation and the company is the beneficiary of the policy are unallowable.
- (13) 31.205-20 Interest and other financial costs - Interest on borrowings (however represented) are unallowable.
- (14) 31.205-7 (c) (2) Contingencies - Contingencies that may arise from presently known or unknown conditions, the effect of which cannot be measured so precisely as to provide equitable results to the contractor and to the Government (e.g., results of pending litigation) are unallowable.
- (15) 31.205-36 (b) (3) Rental costs - Charges in the nature of rent for property between organizations under common control that exceed the normal costs of ownership are unallowable.
- (16) 31.205-46 (a) (2) Travel costs - Costs that exceed, on a daily basis, the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations are unallowable.
- (17) 31.201-2 (d) Determining allowability - Costs not supported with documentation are unallowable.
- (18) 31.202 Direct costs - Direct costs of the contract shall be charged directly to the contract. The Company records its direct in-house cost recovery for its fleet vehicles as an offset to travel. This adjustment reclasses the direct in-house cost recovery for schedule presentation purposes.



**EXHIBIT F-1**  
**Payment Upon Termination of Agreement**  
**by the Agency Other than for Fault of the Consultant**  
(Refer to Agreement, Section IX)

**Lump Sum Contracts**

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

**Cost Plus Fixed Fee Contracts**

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

**Specific Rates of Pay Contracts**

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus and direct nonsalary costs incurred at the time of termination of this AGREEMENT.

**Cost Per Unit of Work Contracts**

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.



## **EXHIBIT G-1 Subcontracted Work**

The AGENCY permits subcontracts for the following portions of the work of this AGREEMENT:

- Right of way parcel calculations, survey and basemapping.

# EXHIBIT G-2

## SUBCONSULTANT FEE DETERMINATION



**Professional Land Surveyors**  
Where Sound Practice, Innovation and Client Service Collide

2320 Mottman Road SW, Suite 106, Tumwater, WA 98512  
(360) 688-1949 • [www.mtn2coast.com](http://www.mtn2coast.com)

April 22, 2022

Lisa Reid  
SCJ Alliance  
206.730.5278  
[Lisa.reid@scjalliance.com](mailto:Lisa.reid@scjalliance.com)

Re: Ruston Park Avenue - Topographic Survey

Dear Lisa:

Thank you for the opportunity to provide professional surveying services.

### *Scope*

#### Boundary Survey- Right of Way Determination

MTN2COAST, LLC (M2C) will complete a boundary survey to establishing the ROW of the roadways. Only the boundaries of the south half of the ROW along Park Avenue will be determined, adjacent to the sidewalk mapping. No corners will be set. The East and West ROW boundaries of N Highland St, N Winnifred St, and N Shirley St; and the East side of N Bennett St will also be determined.

#### Topographic Survey

M2C will complete a topographic survey of the site as shown on the attached Survey Limits Exhibit and SP-01 through SP-06 of the provided request. Topographic survey will include the following:

- One-foot contours with tops, toes and breaks.
- Buildings and other structures on site with finished floor elevation.
- Other visible improvements such as curbs, mailboxes, light poles, etc.
- Hard surfaces such as concrete, pavement and gravel.
- Trees 6" and larger dbh with diameter and species measured.
- M2C will hire and coordinate a utility locator service to paint the buried conductible utilities. M2C will then field map the utilities paint marks and surface appurtenances. We will also open and measure utility structures and measure pipe sizes, types and invert elevations.

The Survey will be completed on the Washington State Plane Coordinate System and NAVD 88 vertical datum.

#### Deliverables

M2C will deliver the following:

- Topographic Survey Map in pdf form.
- ACAD electronic drawing file of the project by email.
- Civil 3D Surface.



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2320 Mottman Road SW, Suite 106, Tumwater, WA 98512  
(360) 688-1949 • [www.mtn2coast.com](http://www.mtn2coast.com)

*Fee*

M2C fee for completing the survey shall be lump sum as follows:

ROW determination	\$2,700 Lump Sum
Topographic Survey	\$5,920 Lump Sum
Utility Locator Service	\$1,100 Lump Sum

Please feel free to contact me at [Seth@mtn2coast.com](mailto:Seth@mtn2coast.com) or by phone at 360.688.1949 if you have any questions.

Best regards,  
MTN2COAST, LLC

Seth E. Prigge, PLS  
Survey Manager

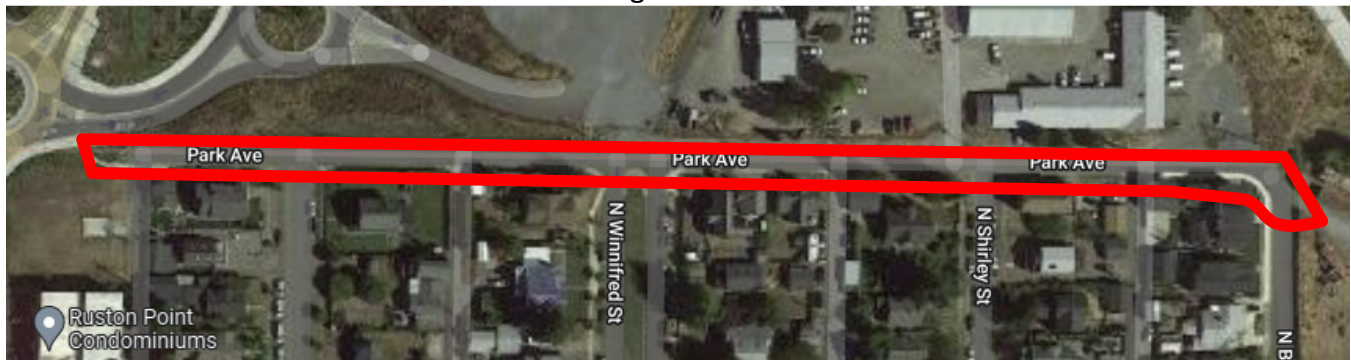


**Professional Land Surveyors**  
Where Sound Practice, Innovation and Client Service Collide

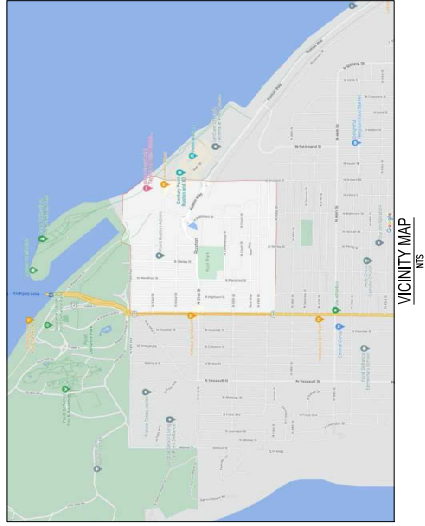
2320 Mottman Road SW, Suite 106, Tumwater, WA 98512  
(360) 688-1949 • [www.mtn2coast.com](http://www.mtn2coast.com)

## Survey Limits Exhibit

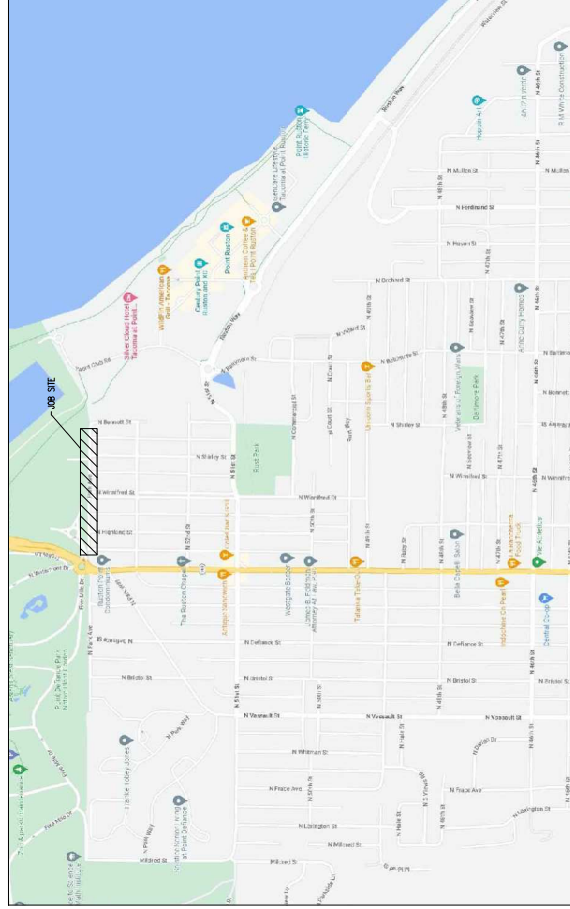
See attached SV-01 through SV-05 for further clarification.



# CITY OF RUSTON PARK AVE IMPROVEMENT PROJECT END OF ROAD TO N BENNETT ST



VICINITY MAP  
NS

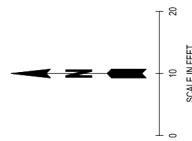
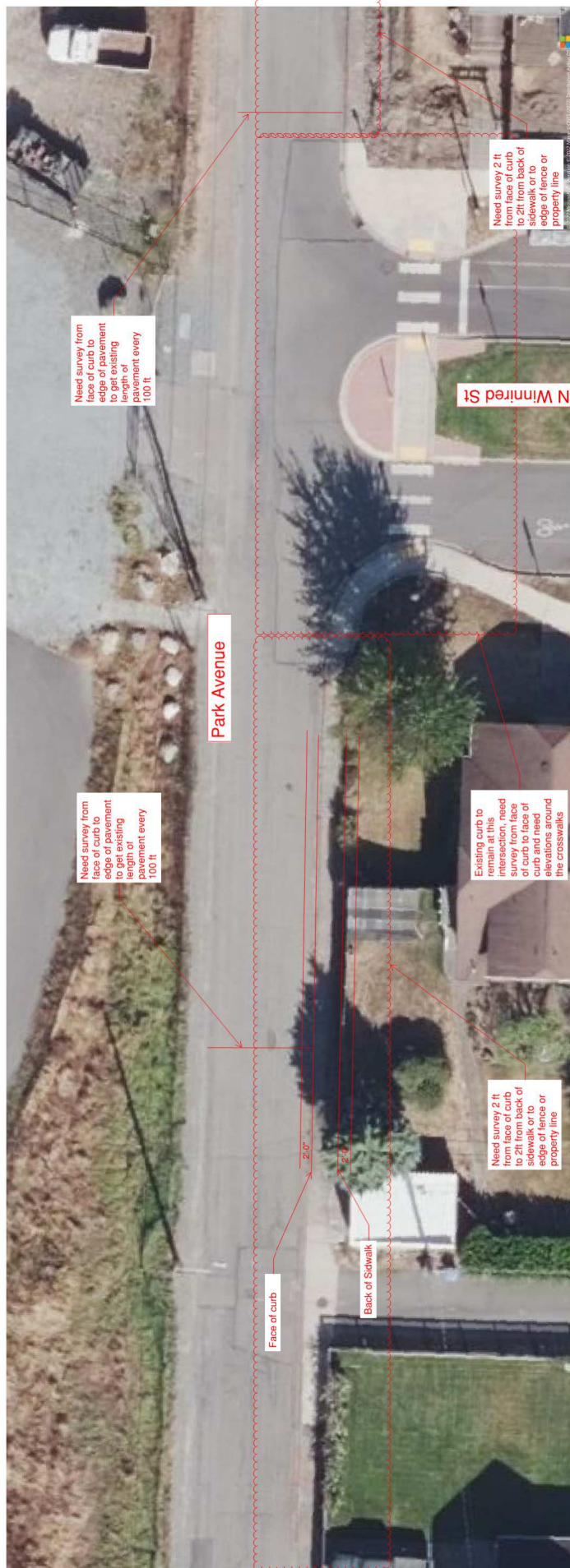


WORK SITE  
NS

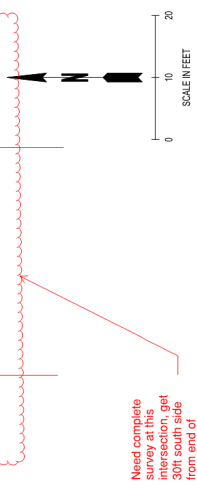
REVISIONS				DATE	BY	DRAWN BY:	ISSUE DATE	ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED	 <b>SCJ ALLIANCE</b> CONSULTING SERVICES 8730 TALDON AVE. SUITE 200, LAKEO, WA 98516 P. 360.352.1450 F. 360.352.1509 SCJALLIANCE.COM	PROJECT NAME  PARK AVENUE SURVEY EXHIBIT	DRAWING NO.: <b>SV-01</b>	
											SHEET NO.: 1 OF 5	
											EXHIBIT ONLY NOT FOR CONSTRUCTION	



<div>△</div> <div>REVISIONS</div>	DATE	BY	DESIGNED BY:	ISSUE DATE:	<div>ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED</div>	<div><b>SCJ ALLIANCE</b> CONSULTING SERVICES 8730 TALLOTT LANE NE, SUITE 200, LACEY, WA 98516 P: 360.733.4646 F: 360.733.1759 P@SCJALLIANCE.COM</div>	<div>PARK AVENUE SURVEY EXHIBIT</div>	PROJECT NAME	DRAWING NO.:	SV-02
									EXHIBIT ONLY NOT FOR CONSTRUCTION	



<div>△</div> <div>REVISIONS</div>	DATE	BY	DESIGNED BY:	ISSUE DATE:	<div>ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED</div>	<div><b>SCJ ALLIANCE</b> CONSULTING SERVICES 8730 TALLOTT LANE NE, SUITE 200, LACEY, WA 98516 P: 360.733.4646 F: 360.733.1299 P@SCJALLIANCE.COM</div>	<div>PARK AVENUE SURVEY EXHIBIT</div>	<div>DRAWING NO.: <b>SV-03</b></div> <div>SHEET NO.: <b>3 OF 5</b></div>



<div>REVISIONS</div> <table><tr><th>DATE</th><th>BY</th><th>REASON</th></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr></table>			DATE	BY	REASON																															<div>DESIGNED BY: -</div> <div>DRAWN BY: X</div> <div>JOB NO.: -</div> <div>DRAWING FILE NO.: 22-000258-SP-03</div> <div>APPROVED BY: -</div>		<div>ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED</div>		<div>PROJECT NAME</div> <div>SCJ ALLIANCE CONSULTING SERVICES</div> <div>8350 TALUPLANE AVE, SUITE 200, LACEY, WA 98516</div> <div>P: 360.352.1465 F: 360.352.1559</div> <div>SCJALLIANCE.COM</div>		<div>PARK AVENUE SURVEY EXHIBIT</div>		<div>DRAWING NO.</div> <div>SV-04</div> <div>SHEET NO.</div> <div>4 OF 5</div>	
DATE	BY	REASON																																											
<div>EXHIBIT ONLY</div> <div>NOT FOR CONSTRUCTION</div>																																													



sidewalk or to edge of fence or property line

Back of Sidewalk

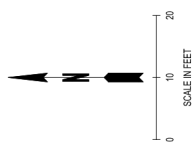
Face of curb

 $O_{\text{eff}}$ 

Park Avenue

N Bennett St

NO WORK ON BENNETT



REVISIONS Δ	DATE	BY	DESIGNED BY: .	ISSUE DATE: .	ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE DESIGNATED	 <b>SCJ ALLIANCE</b> CONSULTING SERVICES 8730 TALON LANE NE SUITE 200, LACEY, WA 98516 P: 360.534.8100 F: 360.534.1569 P: 360.534.8100 E: INFO@SCJALLIANCE.COM	PROJECT NAME  <b>PARK AVENUE SURVEY EXHIBIT</b>	DRAWING NO: <b>SV-05</b>	SHEET NO: <b>5 OF 5</b>
			DRAWN BY: X	JOB NO: .					
			APPROVED BY: .	DRAWING FILE NO.: ZZ-00028 30-04					