

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
ELLIOTT AVENUE SIDEWALK ENGINEERING SERVICES**

This Professional Services Agreement ("Agreement") is effective as of the date of the last authorizing signature affixed hereto. The parties ("Parties") to this Agreement are the City of Olympia, a Washington municipal corporation ("City"), and SKILLINGS, INC., a *Washington* corporation ("Consultant").

A. The City seeks the temporary professional services of a skilled independent consultant capable of working without direct supervision, in the capacity of civil engineering services necessary to produce final design and potentially provide construction support; and

B. Consultant has the requisite skill and experience necessary to provide such services.

NOW, THEREFORE, the Parties agree as follows:

1. Services.

Consultant shall provide the services more specifically described in Exhibit "A," attached hereto and incorporated by this reference ("Services"), in a manner consistent with the accepted practices for other similar services, and when and as specified by the City's representative.

2. Term.

The term of this Agreement shall commence upon the effective date of this Agreement and shall continue until the completion of the Services, but in any event no later than December 31, 2026 ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Consultant.

3. Termination.

Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause by the City.

4. Compensation.

A. Total Compensation. In consideration of the Consultant performing the Services, the City agrees to pay the Consultant an amount not to exceed Nine Hundred Eighty-Eight Thousand Nine Hundred Twenty-Eight and No/100 Dollars (\$988,928.00) calculated on the basis of the hourly labor charge rate schedule for Consultant's personnel attached hereto as Exhibit "B-1, B-2 and B-3";

B. Method of Payment. Payment by the City for the Services will only be made after the Services have been performed, a voucher or invoice is submitted in the form specified by the City, which invoice shall specifically describe the Services performed, the name of Consultant's personnel performing such Services, the hourly labor charge rate for such personnel and the same is approved by

the appropriate City representative. Payment shall be made on a monthly basis, within thirty (30) days after receipt of such voucher or invoice.

C. Consultant Responsible for Taxes. The Consultant shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

5. Contract Managers.

The Parties agree that all formal communications about this Agreement, contract deliverables, accomplishments, regulatory oversight, invoicing and requests for amendment must be coordinated directly between the Consultant and City's Contract Manager unless otherwise approved in writing by the City. The contract managers are identified as follows:

**Consultant**

Ian Lee  
Project Manager  
5016 Lacey Blvd. SE  
ilee@skillings.com  
360.491.3399

**City of Olympia**

Brian Philumalee  
Project Engineer II  
601 4<sup>th</sup> Ave E, Olympia WA 98501  
bphiluma@ci.olympia.wa.us  
360.753.8297

6. Compliance with Laws.

Consultant shall comply with and perform the Services in accordance with all applicable federal, state, and City laws including, without limitation, all City codes, ordinances, resolutions, standards and policies, as now existing or hereafter adopted or amended.

7. Assurances.

The Consultant affirms that it has the requisite training, skill and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being registered to do business in the City of Olympia by obtaining a City of Olympia business registration.

8. Independent Contractor/Conflict of Interest.

It is the intention and understanding of the Parties that the Consultant is an independent contractor and that the City shall be neither liable nor obligated to pay Consultant sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Consultant shall pay all income and other taxes due. Industrial or any

other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Consultant, shall not be deemed to convert this Agreement to an employment contract. It is recognized that Consultant may be performing professional services during the Term for other parties; provided, however, that such performance of other services shall not conflict with or interfere with Consultant's ability to perform the Services. Consultant agrees to resolve any such conflicts of interest in favor of the City.

9. Equal Opportunity Employer.

A. In all Consultant services, programs or activities, and all Consultant hiring and employment made possible by or resulting from this Agreement, there shall be no unlawful discrimination by Consultant or by Consultant's employees, agents, subcontractors or representatives against any person based on any legally protected class status including but not limited to: sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, veteran status, sexual orientation, gender identity, genetic information or the presence of any disability, including sensory, mental or physical handicaps; provided, however, that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the performance of the essential functions required of the position.

This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or regulation regarding nondiscrimination. Any material violation of this provision shall be grounds for termination of this Agreement by the City and, in the case of the Consultant's breach, may result in ineligibility for further City agreements.

B. In the event of Consultant's noncompliance or refusal to comply with the above nondiscrimination plan, this Agreement may be rescinded, canceled, or terminated in whole or in part, and the Consultant may be declared ineligible for further agreements or contracts with the City. The Consultant, shall, however, be given a reasonable time in which to correct this noncompliance.

C. To assist the City in determining compliance with the foregoing nondiscrimination requirements, Consultant must complete and return the *Statement of Compliance with Nondiscrimination* attached as Exhibit C. If the contract amount is \$50,000 or more, the Consultant shall execute the attached Equal Benefits Declaration - Exhibit D.

10. Confidentiality.

Consultant agrees not to disclose any information and/or documentation obtained by Consultant in performance of this Agreement that has been expressly declared confidential by the City. Breach of confidentiality by the Consultant will be grounds for immediate termination.

11. Indemnification/Insurance.

A. Indemnification / Hold Harmless. Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages,

losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

B. Insurance Term. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

C. No Limitation. Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance or otherwise limit the City's recourse to any remedy available at law or in equity.

D. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as ISO occurrence form (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, stop gap liability, personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.

E. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.



2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence and \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

F. Other Insurance Provisions. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

G. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

H. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

I. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation, within two (2) business days of their receipt of such notice.

J. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

K. City's Full Access to Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

## 12. Work Product.

Any deliverables identified in the Scope of Work or otherwise identified in writing by the City that are produced by Consultant in performing the Services under this Agreement and which are delivered to the City shall belong to the City. Any such work product shall be delivered to the City by Consultant at the termination or cancellation date of this Agreement, or as soon thereafter as possible. All other documents are owned by the Consultant.

13. Treatment of Assets.

A. Title to all property furnished by the City shall remain in the name of the City.

B. Title to all nonexpendable personal property and all real property purchased by the Consultant, the cost of which the Consultant is entitled to be reimbursed as a direct item of cost under this Agreement, shall pass to and vest in the City, or if appropriate, the state or federal department supplying funds therefor, upon delivery of such property by the Consultant. If the Consultant elects to capitalize and depreciate such nonexpendable personal property in lieu of claiming the acquisition cost as a direct item of cost, title to such property shall remain with the Consultant. An election to capitalize and depreciate or claim acquisition cost as a direct item of cost shall be irrevocable.

C. Nonexpendable personal property purchased by the Consultant under the terms of this Agreement in which title is vested in the City shall not be rented, loaned or otherwise passed to any person, partnership, corporation/association or organization without the prior expressed written approval of the City or its authorized representative, and such property shall, unless otherwise provided herein or approved by the City or its authorized representative, be used only for the performance of this Agreement.

D. As a condition precedent to reimbursement for the purchase of nonexpendable personal property, title to which shall vest in the City, the Consultant agrees to execute such security agreements and other documents as shall be necessary for the City to perfect its interest in such property in accordance with the "Uniform Commercial Code--Secured Transactions" as codified in Article 9 of Title 62A, the Revised Code of Washington.

E. The Consultant shall be responsible for any loss or damage to the property of the City including expenses entered thereunto which results from negligence, willful misconduct, or lack of good faith on the part of the Consultant, or which results from the failure on the part of the Consultant to maintain and administer in accordance with sound management practices that property, to ensure that the property will be returned to the City in like condition to that in which it was furnished or purchased, fair wear and tear excepted.

F. Upon the happening of loss or destruction of, or damage to, any City property, the Consultant shall notify the City or its authorized representative and shall take all reasonable steps to protect that property from further damage.

G. The Consultant shall surrender to the City all property of the City within thirty (30) days after rescission, termination or completion of this Agreement unless otherwise mutually agreed upon by the parties.

14. Books and Records.

The Consultant agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the Services and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

Records owned, used, or retained by the City that meet the definition of a “public record” pursuant to RCW 42.56.010 are subject to disclosure under Washington’s Public Records Act. Should the Consultant fail to provide records created or used by Consultant in its work for the City within ten (10) days of the City’s request for such records, Consultant shall indemnify, defend, and hold the City harmless for any public records judgment, including costs and attorney’s fees, against the City involving such withheld records.

15. Non-Appropriation of Funds.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to continue the Agreement after the end of the current fiscal period, and this Agreement will automatically terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

16. General Provisions.

A. Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

B. Modification. No provision of this Agreement, including this provision, may be amended or modified except by written agreement signed by the Parties.

C. Full Force and Effect; Severability. Any provision of this Agreement that is declared invalid or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Further, if it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, the provision appears to conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith and shall be deemed modified to conform to such statutory provision.

D. Assignment. Neither the Consultant nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

1. If the Consultant desires to assign this Agreement or subcontract any of its work hereunder, the Consultant shall submit a written request to the City for approval not less than fifteen (15) days prior to the commencement date of any proposed assignment or subcontract.

2. Any work or services assigned or subcontracted for hereunder shall be subject to each provision of this Agreement.

3. Any technical/professional service subcontract not listed in this Agreement, which is to be charged to this Agreement, must have prior written approval by the City.

4. The City reserves the right to inspect any assignment or subcontract document.

E. Successors in Interest. Subject to the foregoing Subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns.

F. Attorney Fees. In the event either of the Parties defaults on the performance of any term of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, the prevailing party shall be entitled to its reasonable attorneys' fees, costs and expenses to be paid by the other Party.

G. No Waiver. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

H. Governing Law. This Agreement shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington.

I. Authority. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Consultant or the City.

J. Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

K. Captions. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement.

L. Performance. Time is of the essence in performance of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Consultant's performance of this Agreement.

M. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive but shall be cumulative with all other remedies available to the City at law, in equity or by statute.

N. Counterparts. This Agreement may be executed in a number of identical counterparts which, taken together, constitute collectively one Agreement; but in making proof of this Agreement, it is not necessary to produce or account for more than one such counterpart. Additionally, (i) the signature pages taken from separate individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts; and (ii) a facsimile signature or an electronically scanned signature, or an electronic or digital signature where permitted by law, must be deemed to be an original signature for all purposes. All executed counterparts of this Agreement are originals, but all such counterparts, when taken together, constitute one and the same Agreement.

O. Equal Opportunity to Draft. The parties have participated and had an equal opportunity to participate in the drafting of this Agreement, and the Exhibits, if any, attached. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.

P. Venue. All lawsuits or other legal actions whatsoever with regard to this agreement shall be brought in Thurston County, Washington, Superior Court.

Q. Ratification. Any work performed prior to the effective date that falls within the scope of this Agreement and is consistent with its terms is hereby ratified and confirmed.

R. Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

1. By signing the agreement below, the Consultant certifies to the best of its knowledge and belief, that it and its principles:

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-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or 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 antitrust 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; and

d. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

2. Where the Consultant is unable to certify to any of the statements in this certification, such Consultant shall attach an explanation to this proposal.

S. Early Retirement from the State of Washington- Certification. By signing this form, you certify that no one being directly compensated for their services pursuant to this Agreement has retired from the Washington State Retirement System using the 2008 Early Retirement Factors with restrictions on returning to work.

**CITY OF OLYMPIA**

By: \_\_\_\_\_

Debbie Sullivan

Acting City Manager

P.O. Box 1967

Olympia WA 98507-1967

Date of Signature: \_\_\_\_\_

APPROVED AS TO FORM:

Jacob Stillwell 06/30/2025

City Attorney

**I certify that I am authorized to execute this Agreement on behalf of the Consultant.**

**SKILLINGS, INC.:**

By: Patrick Skillings

Patrick E. Skillings, PMP

Executive Vice President

PO Box 5080

Lacey, WA 98509-5080

360.455.3166

Date of Signature: 06/30/2025

**EXHIBIT A**  
**SCOPE OF WORK**

Prepared for:  
**CITY OF OLYMPIA PUBLIC WORKS ENGINEERING**  
**Project No. 24080 – ELLIOTT AVENUE SIDEWALK PROJECT**  
Tuesday, May 13, 2025

**Introduction:**

Skillings, Inc. (Consultant) has been selected by the City of Olympia (City) to prepare designs for the construction of a sidewalk and separated bike lane on Elliott Avenue between Division Street and Crestline Boulevard. The project objectives include:

- Addition of a 5-foot sidewalk and 6-foot bike lane separated by a 1-foot mountable curb to the north side of Elliott Avenue;
- Addition of new ADA curb ramps, ADA driveway entrances, and intersection safety improvements such as bulbouts;
- Evaluation for stormwater management of added improvements, to include modifications, additions and implementation of feasible BMPs;
- Relocation of existing overhead utilities;
- Removal of existing utility pole mounted luminaires, to be replaced with new roadway and pedestrian illumination systems meeting City standards;
- Evaluation of existing water main and services for potential conflicts with the proposed improvements;
- Evaluation of existing culvert crossing and ditch system at Garden-Raised Bounty (GRuB);
- Environmental documentation and preparation of permit applications;
- Geotechnical evaluations for pavement recommendations, infiltration feasibility and hazardous material investigations.

**Project Assumptions:**

- Project is locally funded and does not include federal funding.
- Topographic survey basemap will be provided by the City.
- All CAD design will be prepared in Civil3D v.2022 software.
- All word documents, excel spreadsheets, project schedules will be completed using Consultant's latest version of Microsoft Word, Microsoft Excel, and ProjectLibre.
- A Management Reserve has been established to address unanticipated minor changes to the Scope of Work. Consultant will not utilize the reserve without prior written authorization from the City.
- The level of effort for various tasks are estimates and may vary. The contract will be managed to the contract maximum, not the task level budgets.
- Construction services, support and close-out have not been included in the Scope of Work. Additional services will be scoped by the Consultant if/when requested by the City and negotiated separately as a supplement to this Agreement.

Skillings, Inc. will perform services set forth in this SCOPE OF WORK on behalf of the City using procedures specified by the City and in compliance with the standards and requirements set forth in the procedures, regulations and most current (at the time of execution of this agreement) adopted manuals which by reference, are made a part of this Agreement.

### **Task 1 Project Administration and Management**

This task includes Consultant management of staff, invoices and progress reporting, progress meetings, QA/QC, and internal staff team progress meetings.

#### **Task Assumptions:**

- The duration of the work effort is assumed to be 18 months.
- Progress meetings shall be a combination of in-person meetings at the site or City Hall, virtual via Teams, phone or e-mail.

#### **Task Description:**

1. Prepare a project management plan, communications plan, master deliverables list, and schedule with updates.
2. Provide invoice with project update reports and earned value reports.
3. Provide Quality Management Plan, conduct QA/QC of all documents being formally submitted to City.
4. Provide in-house coordination and coordination with subconsultants.
5. Bi-weekly progress meetings and correspondence with City (estimated at 0.5 hours every other week).

#### **Deliverables:**

- Project Management Plan.
- Communications Plan.
- Master Deliverables List.
- Quality Management Plan.
- Project schedule with updates, if required.
- Monthly invoices with project update reports.
- Bi-weekly progress updates correspondence.

### **Task 2 – Geotechnical Investigations**

Consultant will contract with Geotechnical Resources, Inc. (GRI), Subconsultant, to provide geotechnical investigations and design parameters and recommendations for the project. The Consultant will provide coordination with GRI.

#### **Task Assumptions:**

- GRI's scope of work is included as an appendix, summary of geotechnical tasks include:
  - Reviewing records for geologic, groundwater, environmental conditions and potential contaminant sources within the project area.



- Conduct subsurface explorations to collect samples and perform modified small-scale PIT tests.
- Perform soils testing to characterize hazardous material presence, soil characteristics, and infiltration rates
- Document findings and recommendations in a hazardous material testing results memorandum and geotechnical report.

**Tasks:**

1. Consultant will provide CAD files to GRI, and coordination.
2. Consultant will review GRI's draft memorandum and report prior to submittal to City.
3. Consultant will meet with City to review draft memorandum and report recommendations, and coordinate GRI's comment response to finalize the memorandum and geotechnical report.

**Deliverables:**

- Draft Hazardous Material Testing Memorandum (PDF).
- Draft Geotechnical Report (PDF).
- Final Hazardous Material Testing Memorandum (PDF).
- Final Geotechnical Report (PDF).

**Task 3 – Environmental Documentation and Permitting**

This task consists of completing environmental investigation and permitting for development of the new sidewalk, bike path and other project features.

**Task Assumptions:**

- A large drainage swale on the western end of the corridor has potential connection to other Waters of the State (i.e. stream or wetland). Aquatic jurisdiction of the drainage swale will be required to determine if the swale is regulated by either the Washington State Department of Fish and Wildlife (WDFW) or the U.S. Army Corps of Engineers (USACE). The regulatory jurisdiction will determine if extension of the swale culvert will require a Hydraulic Project Approval (HPA) from WDFW or a Section 404 permit from (USACE). Consultant will meet with WDFW to determine if the swale is regulated as a stream. If WDFW determines the swale is a regulated stream, it will be assumed to also be under the jurisdiction of USACE.
- The project will require review under the State Environmental Policy Act (SEPA). The City of Olympia will be the SEPA Lead Entity.
- The proposed project will require review under Executive Order 21-02 (Cultural Resources). A Section 106 Cultural Resources Assessment is not currently anticipated to be required. If required, WestLand Resources will complete the Section 106 Cultural Resources Assessment as a Subconsultant to Skillings (see Task 4).
- This scope of work includes completion of a Joint Aquatic Resource Permit Application (JARPA), a Hydraulic Project Approval (HPA) application, and a USACE Biological Evaluation. These tasks will not be completed unless it is determined that extension of the culvert at

GRuB will require aquatic permitting. These tasks will be completed only after receiving written approval from the City.

**Tasks:**

1. Consultant will meet with the WDFW Area Habitat Biologist to determine jurisdiction on the drainage swale located on the western end of the project corridor.
2. Consultant will complete a site visit to document the natural and built environment in support of SEPA analysis.
3. Consultant will complete a draft SEPA Checklist and submit it to City for review.
4. Consultant will incorporate City comments into a final SEPA Checklist.
5. Consultant will complete documentation and application for cultural review under EO 21-02.
6. Consultant will complete JARPA for submittal to USACE and Department of Ecology (Requires City pre-approval).
7. Consultant will complete HPA application via APPS Portal (Requires City pre-approval).
8. Consultant will complete Biological Evaluation (Requires City pre-approval).

**Deliverables:**

- Memorandum documenting aquatic jurisdiction determination based on meeting with WDFW (PDF).
- Draft SEPA Checklist (PDF).
- Final SEPA Checklist (PDF).
- EZ-1 Form for EO 21-02 (PDF).
- JARPA (Requires City pre-approval).
- HPA Application (Requires City pre-approval).
- Biological Evaluation (Requires City pre-approval).

**Task 4 – Section 106 Cultural Resources Assessment (If Required)**

Consultant will contract with WestLand Resources, Inc. (WestLand), Subconsultant, to conduct a Section 106 Cultural Resources Assessment and obtain Department of Archaeology and Historic Preservation (DAHP) concurrence. The Consultant will provide coordination with WestLand.

**Task Assumptions:**

- WestLand's scope of work is included as an appendix, summary of tasks include:
  - Background research and records review
  - Conduct field survey
  - Document findings in a Cultural Resources Inventory Report

**Tasks:**

1. Consultant will provide CAD files to WestLand, and coordination.
2. Consultant will review WestLand's draft report prior to submittal to City.
3. Consultant will meet with City to review draft report, and coordinate WestLand's comment response to finalize the report.

**Deliverables:**

- Draft Cultural Resources Inventory Report (PDF).
- Final Cultural Resources Inventory Report (PDF).

**Task 5 – Community Outreach Support**

This task consists supporting the City in their community outreach efforts by preparing exhibits and presentation materials for the City’s use.

**Task Assumptions:**

- Outreach materials will be in digital formats.
- Consultant will provide digital content, to be posted by City.
- Outreach materials will follow City Graphic Design Standards, if any.
- Materials will be prepared for the following milestones:
  - At 60% Design
  - At 90% Design
- Level of effort for providing outreach materials is estimated, up to three draft revisions at each milestone was estimated.

**Tasks:**

1. Consultant will prepare exhibits and presentation materials outlining the overall project layout, sections, progress and schedule at the milestones identified above for the City’s use.

**Deliverables:**

- 60% Design Exhibits and Presentation Materials (PDF).
- 90% Design Exhibits and Presentation Materials (PDF).

**Task 6 – Utility Coordination**

This task consists of the Consultant managing and aligning the activities of various utility providers such as water, sewer, gas, electricity, telecommunications, and stormwater systems during the design phase. The Consultant will coordinate utility relocations, utility protections to avoid conflicts, coordinate service disruptions with effected utilities, and manage critical path utility timelines.

**Task Assumptions:**

- Utility Coordination meetings will be held bi-weekly and begin upon completion of 30% Design phase.
- Each utility will provide their own relocation, abandonment, or protection design.
- Methods of subsurface utility exploration are anticipated to be Potholing.
- Potholing plan will be provided upon completion of 30% Design, to be conducted during 60% Design phase.

**Tasks:**

1. Consultant to conduct Utility Coordination Kick-off meeting and task start up:
  - a. Obtain utility inventory and as-built/GIS/field survey data collection.
  - b. Prepare Utility Point of Contact Identification and list.
  - c. Establish baseline utility coordination schedule.
2. Consultant will conduct Utility Coordination Meetings.
3. Consultant will prepare Potholing Plan (if required) based on outcome of 30% Design and Utility Coordination Kick-off meeting.
4. Consultant will prepare a Utility Coordination Matrix:
  - a. Develop and maintain a Utility Coordination Matrix.
  - b. Prioritize conflicts based on their impact on project timelines and critical path.
5. Consultant will prepare a Utility Conflict Mitigation Plan:
  - a. Propose design modifications or utility relocations to mitigate conflicts.
  - b. Prepare exhibits for potential relocations or protection measures.
6. Consultant will provide utility design coordination and review:
  - a. Incorporate utility provided design into project documents.
  - b. Verify utility provided design with proposed design.
7. Consultant will provide utility coordination support during construction:
  - a. Utility Relocation Coordination.
  - b. Field Verification and compliance with construction documents.

**Deliverables:**

- Utility Point of Contact list.
- Utility Coordination Meeting Agenda(s)
- Utility Coordination Meeting Minutes
- Potholing Plan (if required)
- Baseline Schedule in Excel format.
- Utility Coordination Matrix.
- Utility Conflict Mitigation Plan

**Task 7 – Illumination Design**

Consultant will contract with HultzBHU Engineers, Inc. (Hultz), Subconsultant, to perform lighting analysis for roadway and pedestrian lighting. Hultz will also prepare illumination PS&E and support during bidding and construction. The Consultant will provide coordination with Hultz.

**Task Assumptions:**

- Hultz's scope of work is included as an appendix, summary of tasks include:
  - Coordination with City and utilities on luminaire relocation from utility poles to new illumination poles.
  - Perform lighting analysis for roadway and pedestrian illumination meeting City standards.
  - Prepare illumination plans, specifications and estimate (PS&E) for the 30%, 60%, 90% and 100% Design milestones.
  - Provide support during the bidding and construction phases.

**Tasks:**

1. Consultant will provide CAD files to Hultz, and coordination.
2. Consultant will review and incorporate Hultz's PS&E for each Design Milestone submittal into Consultant's submittal package prior to submittal to City.
3. Consultant will coordinate Hultz's comment responses for each Design Milestone submittal, to be incorporated into the subsequent submittal.

**Deliverables:**

- One (1) set of 30% plans and estimate (PDF).
- One (1) set of 60% PS&E (PDF).
- One (1) set of 90% PS&E (PDF).
- One (1) set of 100% PS&E (PDF).
- Comment Response Matrix for each City Design Milestone review.

**Task 8 – 30% Design**

This task consists of developing preliminary bike lane/sidewalk/intersection geometric plans, preliminary profiles of the sidewalk and bike lane, and sections at critical locations. The layout will be based upon the City's concept design. The Consultant will work with the City to develop the 30% design that will establish the overall layout for use in identifying potential conflicts and relocation needs.

**Task Assumptions:**

- Consultant will maintain a design diary documenting approaches, problems, decisions, and actions. Diary will be maintained continuously throughout the project.
- The quantity calculations notebook will be preliminary and will not be sufficient for the final construction cost estimate.
- Preliminary Engineer's Estimate of Probable Costs to Construct will be prepared using WSDOT Unit Bid Price format.
- Construction details will not be completed at the 30% level.
- Subconsultant Hultz will provide illumination plans and cost estimate.
- Stormwater design requirements will follow the 2022 edition of the City of Olympia's Drainage Design and Erosion Control Manual (2022 DDECM).
- Treatment modelling will use WWHM2012, conveyance calculations will use Autodesk SSA 2020 and Bentley FlowMaster.
- Existing water main conflicts will be evaluated during the 30% design phase, additional work for water utilities are not included in this scope of work and will be added via supplement.
- 30% Design Plan Sheets are anticipated to include:

<b>30% Design Plan Sheets</b>
Cover with Vicinity Map and Index
Legend and Construction Notes Sheet
Horizontal Control Plan
Site Preparation/Demolition Plans
Roadway Typical Sections
Roadway Plan and Profile Sheets
Selected Section Cut Sheets
Stormwater Plan and Profile Sheets
Pavement Marking Plan
Illumination Layout Plan

**Tasks:**

1. Prepare design diary.
2. Prepare preliminary stormwater/water quality design:
  - a. Determine project limits and assess threshold discharge areas (TDA).
  - b. Determine area totals for existing pervious and impervious areas, new and replaced surfaces.
  - c. Assess applicability of overall Minimum Requirements and individual thresholds for LID, water quality, and flow control.
  - d. Select and implement preliminary design of BMPs for LID, water quality, and flow control.
  - e. Determine design storm for conveyance calculations and sizing.
  - f. Document findings in preliminary stormwater report.
  - g. Prepare design markups for preliminary stormwater plans.
3. Assess details of pedestrian access routes, ADA compliance, and driveway access locations.
4. Assess potential wall needs.
5. Prepare 30% level of plans as noted above.
6. Prepare preliminary Quantities Notebook.
7. Prepare 30% Engineer's Estimate of Probable Cost to Construct.
8. Assess potential Right-of-Way impacts and/or easement requirements.
9. Conduct plan-in-hand site visit with City to review layout, wall and easements needs, and determine adjustments (if needed).
10. Provide internal QA and QC and project coordination.

**Deliverables:**

- One (1) set of 30% plans and estimate (PDF).
- Preliminary Stormwater Report.
- Quantities Notebook.

## Task 9 – 60% Design

This task consists of addressing City 30% comments and advancing PS&E to a 60% level of design.

### Task Assumptions:

- City has reviewed the 30% plans and estimate and have provided direction to the Consultant.
- City will provide one set of consolidated comments for the 30% plans and estimate.
- Consultant will maintain a design diary documenting approaches, problems, decisions, and actions. Diary will be maintained continuously throughout the project.
- The quantity calculations notebook will be preliminary and will not be sufficient for the final construction cost estimate.
- Preliminary Engineer's Estimate of Probable Costs to Construct will be prepared using WSDOT Unit Bid Price format.
- Special provisions will be prepared utilizing WSDOT specifications format, to include City's General Special Provisions (GSPs).
- Subconsultant Hultz will provide illumination plans, special provisions, and cost estimate.
- 60% Design Plan Sheets are anticipated to include:

60% Design Plan Sheets
Cover with Vicinity Map and Index
Legend and Construction Notes Sheet
Horizontal Control Plan
Site Preparation/Demolition Plans
Temporary Erosion and Sediment Control (TESC) Plans and Details
Roadway Typical Sections
Roadway Plan and Profile Sheets
Roadway Details
Curb Ramp Detail Sheets
Driveway Detail Sheets
Wall Plan and Profile Sheets
Stormwater Plan and Profile Sheets
Stormwater Details
Pavement Marking and Signing Plan
Signing Schedule and Details
Illumination Plan
Illumination Schedule and Details

**Tasks:**

1. Review 30% comments, provide initial comment responses to City.
2. Meet with City to discuss and resolve 30% comments.
3. Prepare 60% level of plans as noted above.
4. Update preliminary stormwater report based on 60% design.
5. Update Quantities Notebook to 60% level.
6. Update Engineer's Estimate of Probable Costs to Construct to 60% level.
7. Prepare 60% level Special Provisions.
8. Provide internal QA and QC and project coordination.

**Deliverables:**

- One (1) set of 60% PS&E (PDF).
- Updated Preliminary Stormwater Drainage Report.
- Quantities Notebook.

**Task 10 – 90% Design**

This task consists of addressing City 60% comments and advancing PS&E to a 90% level of design.

**Task Assumptions:**

- City has reviewed the 60% PS&E and have provided direction to the Consultant.
- City will provide one set of consolidated comments for the 60% PS&E.
- Consultant will maintain a design diary documenting approaches, problems, decisions, and actions. Diary will be maintained continuously throughout the project.
- Engineer's Estimate of Probable Costs to Construct will be prepared using WSDOT Unit Bid Price format.
- Special provisions will be prepared utilizing WSDOT specifications format, to include City's General Special Provisions (GSPs).
- City will provide their "boiler plate" format for contract bid package.
- Draft Contract Bid Package to contain placeholder items, to be updated based on project advertisement date.
- Subconsultant Hultz will provide illumination plans, special provisions, and cost estimate.
- 90% Design Plan Sheets are anticipated to include:



<b>90% Design Plan Sheets</b>
Cover with Vicinity Map and Index
Legend and Construction Notes Sheet
Horizontal Control Plan
Site Preparation/Demolition Plans
Temporary Erosion and Sediment Control (TESC) Plans and Details
Roadway Typical Sections
Roadway Plan and Profile Sheets
Roadway Details
Curb Ramp Detail Sheets
Driveway Detail Sheets
Wall Plan and Profile Sheets
Stormwater Plan and Profile Sheets
Stormwater Details
Pavement Marking and Signing Plan
Signing Schedule and Details
Illumination Plan
Illumination Schedule and Details
Traffic Control Plans

**Tasks:**

1. Review 60% comments, provide initial comment responses to City.
2. Meet with City to discuss and resolve 60% comments.
3. Prepare 90% level of plans as noted above.
4. Prepare final stormwater report:
  - a. Finalize stormwater report based on 90% design.
  - b. Prepare Construction Stormwater Pollution Prevention Plan (CSWPPP).
5. Update Quantities Notebook to 90% level.
6. Update Engineer's Estimate of Probable Costs to Construct to 90% level.
7. Update Special Provisions to 90% level.
8. Prepare Draft Contract Bid Package:
  - a. Front end documents, draft invitation to bid, proposal sheets.
  - b. Required contract documents.
  - c. State prevailing wage documents.
9. Provide internal QA and QC and project coordination.

**Deliverables:**

- One (1) set of 90% PS&E (PDF).
- Final Stormwater Drainage Report.
- Quantities Notebook.

### Task 11 – 100% Design

This task consists of addressing City 90% comments and advancing PS&E to a 100% level of design.

#### Task Assumptions:

- City has reviewed the 90% PS&E and have provided direction to the Consultant.
- City will provide one set of consolidated comments for the 90% PS&E.
- Consultant will maintain a design diary documenting approaches, problems, decisions, and actions. Diary will be maintained continuously throughout the project.
- Engineer's Estimate of Probable Costs to Construct will be prepared using WSDOT Unit Bid Price format.
- Special provisions will be prepared utilizing WSDOT specifications format, to include City's General Special Provisions (GSPs).
- City will provide their "boiler plate" format for contract bid package.
- Draft Contract Bid Package to contain placeholder items, to be updated based on project advertisement date.
- Subconsultant Hultz will provide illumination plans, special provisions, and cost estimate.
- 100% Design Plan Sheets are anticipated to include:

100% Design Plan Sheets
Cover with Vicinity Map and Index
Legend and Construction Notes Sheet
Horizontal Control Plan
Site Preparation/Demolition Plans
Temporary Erosion and Sediment Control (TESC) Plans and Details
Roadway Typical Sections
Roadway Plan and Profile Sheets
Roadway Details
Curb Ramp Detail Sheets
Driveway Detail Sheets
Wall Plan and Profile Sheets
Stormwater Plan and Profile Sheets
Stormwater Details
Pavement Marking and Signing Plan
Signing Schedule and Details
Illumination Plan
Illumination Schedule and Details
Traffic Control Plans

#### Tasks:

1. Review 90% comments, provide initial comment responses to City.
2. Meet with City to discuss and resolve 90% comments.
3. Prepare 100% level of plans as noted above.
4. Update final stormwater report for changes between 90% and 100% design.

5. Update Quantities Notebook to 100% level.
6. Update Engineer's Estimate of Probable Costs to Construct to 100% level.
7. Update Special Provisions to 100% level.
8. Update Contract Bid Package to 100% level.
9. Provide internal QA and QC and project coordination.

**Deliverables:**

- One (1) set of 100% PS&E (PDF).
- Final Stormwater Drainage Report.
- Quantities Notebook.

**Task 12 – Bid Documents**

This task consists of addressing City 100% comments, and preparing final Bid Documents for advertisement.

**Task Assumptions:**

- City will provide one set of consolidated comments for the 100% PS&E.

**Tasks:**

1. Review 100% comments, provide initial comment responses to City.
2. Meet with City to discuss and resolve 100% comments.
3. Prepare final Bid Documents:
  - a. Ad-ready Plans.
  - b. Final Engineer's Estimate of Probable Costs to Construct.
  - c. Final Contract Bid Package: front end documents, GSP and Special Provisions, and attachments.
4. Finalize Quantities Notebook.
5. Provide internal QA and QC and project coordination.

**Deliverables:**

- One (1) set of final Contract Bid Package (PDF).
- Final Quantities Notebook.

**Task 13 – Bid Support Services**

This task consists of Consultant providing support to the City during the bidding and award process.

**Task Assumptions:**

- The City will:
  - Advertise the project.
  - Host the bid opening.
  - Prepare bid tabulation.
  - Prepare notice of award.

**Tasks:**

1. Consultant will prepare Advertisement for Bids and provide Bid Documents and addenda to BXWA for distribution.
2. Consultant will provide assistance during the bidding process and is expected to include:
  - a. Responding to bidder's questions.
  - b. Prepare up to two (2) addenda.
  - c. Attend the bid opening.
  - d. Review bid tabulation.

**Deliverables:**

- Advertisement for Bids.
- Responses to bidder's questions.
- Addenda.

**Task 14 – Temporary Construction Easements and Wall Easements**

This task consists of preparing Exhibit Maps and Legal Descriptions for Temporary Construction Easements and Permanent (Wall) Easements.

**Task Assumptions:**

- Exhibit Maps and Legal Descriptions will be prepared for up to sixteen (16) parcels for Temporary Construction Easements.
- Exhibit Maps and Legal Descriptions will be prepared for up to two (2) parcels for Permanent (Wall) Easements.
- Consultant will order Title Reports for the identified parcels.

**Tasks:**

1. Conduct office research and preparations:
  - a. Research survey section ties.
  - b. Order Title Reports and research land corner records.
2. Perform field locates and monument ties:
  - a. Office preparation for field work.
  - b. Perform field locates and ties to survey monuments, section and plat monuments.
  - c. Process field data and field notes.
3. Prepare Temporary Construction Easements:
  - a. Prepare draft Exhibit Maps.
  - b. Submit draft Exhibit Maps for City review.
  - c. Address City comments, prepare final Exhibit Maps.
  - d. Prepare legal descriptions based on final Exhibit Maps.
4. Prepare Permanent (Wall) Easements:
  - a. Prepare draft Exhibit Maps.
  - b. Submit draft Exhibit Maps for City review.
  - c. Address City comments, prepare final Exhibit Maps.
  - d. Prepare legal descriptions based on final Exhibit Maps.
5. Prepare final Temporary and Permanent Easements bundle for submittal:
  - a. Conduct QA/QC of bundle, signature and stamp for submission to City.

**Deliverables:**

- Temporary Construction Easements – Exhibit Map and Legal Descriptions (PDF).
- Permanent (Wall) Easements – Exhibit Map and Legal Descriptions (PDF).

**END SCOPE OF WORK**

**EXHIBIT B-1**  
**CONSULTANT COST COMPUTATION – MAN-HOURS**

PROJECT NO. 24080 CITY OF OLYMPIA PUBLIC WORKS ENGINEERING ELLIOTT AVENUE SIDEWALK PROJECT		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER	UTILITIES MANAGER	ENVIRONMENTAL MANAGER	PROJECT SCIENTIST	TECHNICIAN	PROFESSIONAL LAND SURVEYOR	PROJECT SURVEYOR	2 MAN SURVEY CREW	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION												
1	<b>Project Administration and Management</b>												
1	Prepare a project management plan, communications plan, master deliverables list, and schedule with updates.		12										
2	Provide invoice with project update reports and earned value reports.		18										36
3	Provide Quality Management Plan, conduct QA/QC of all documents being formally submitted to City.	24	24										
4	Provide in-house coordination and coordination with subconsultants.	36	54										
5	Bi-weekly progress meetings and correspondence with City (estimated at 0.5 hours every other week).		18										
2	<b>Geotechnical Investigations</b>												
1	Consultant will provide CAD files to GRI, and coordination.		4	4					4				
2	Consultant will review GRI's draft memorandum and report prior to submittal to City.		2	2									
3	Consultant will meet with City to review draft memorandum and report recommendations, and coordinate GRI's comment response to finalize the memorandum and geotechnical report.		4										
3	<b>Environmental Documentation and Permitting</b>												
1	Consultant will meet with the WDFW Area Habitat Biologist to determine jurisdiction on the drainage swale located on the western end of the project corridor.						2	2					
2	Consultant will complete a site visit to document the natural and built environment in support of SEPA analysis.						2	4					
3	Consultant will complete a draft SEPA Checklist and submit it to City for review.						2	24					
4	Consultant will incorporate City comments into a final SEPA Checklist.						2	4					
5	Consultant will complete documentation and application for cultural review under EO 21-02						2	9					
6	Consultant will complete JARPA for submittal to USACE and Department of Ecology (Requires City pre-approval).						4	40					
7	Consultant will complete HPA application via APPS Portal (Requires City pre-approval).						2	24					
8	Consultant will complete Biological Evaluation (Requires City pre-approval)						8	60					

4	<b>Section 106 Cultural Resources Assessment (If Required)</b>											
1	Consultant will provide CAD files to WestLand, and coordination.		4	4				4				
2	Consultant will review WestLand's draft report prior to submittal to City.		2	2								
3	Consultant will meet with City to review draft report, and coordinate WestLand's comment response to finalize the report.		4									
5	<b>Community Outreach Support</b>											
1	Consultant will prepare exhibits and presentation materials outlining the overall project layout, sections, progress and schedule at the milestones identified above for the City's use.		12	32	60			60				
6	<b>Utility Coordination</b>											
1	Consultant to conduct Utility Coordination Kick-off meeting and task start up:				2	2		2				
a	Obtain utility inventory and as-built/GIS/field survey data collection.				2			2				
b	Prepare Utility Point of Contact Identification and list.				2							
c	Establish baseline utility coordination schedule.				8	2						
2	Consultant will conduct Utility Coordination Meetings.				16			16				
3	Consultant will prepare Potholing Plan (if required) based on outcome of 30% Design and Utility Coordination Kick-off meeting.				4	2						
4	Consultant will prepare a Utility Coordination Matrix:											
a	Develop and maintain a Utility Coordination Matrix.				4	2		16				
b	Prioritize conflicts based on their impact on project timelines and critical path.				2	2		2				
5	Consultant will prepare a Utility Conflict Mitigation Plan:											
a	Propose design modifications or utility relocations to mitigate conflicts.				8	4		16				
b	Prepare exhibits for potential relocations or protection measures.				8			16				
6	Consultant will provide utility design coordination and review:											
a	Incorporate utility provided design into project documents.				8	4		16				
b	Verify utility provided design with proposed design.				8	4		8				
7	Consultant will provide utility coordination support during construction:											
a	Utility Relocation Coordination.				16	8		8				
b	Field Verification and compliance with construction documents.				16	8		16				
7	<b>Illumination Design</b>											
1	Consultant will provide CAD files to Hultz, and coordination.		8	8				8				
2	Consultant will review and incorporate Hultz's PS&E for each Design Milestone submittal into Consultant's submittal package prior to submittal to City.		24	32	32			32				

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	a	Responding to bidder's questions.		4	8									
	b	Prepare up to two (2) addenda.		4	16	16								
	c	Attend the bid opening.		2										
	d	Review bid tabulation.		1	1									
14		Temporary Construction Easements and Wall Easements												
1		Conduct office research and preparations:												
	a	Research survey section ties.							4	6				
	b	Order Title Reports and research land corner records.								20				
2		Perform field locates and monument ties:												
	a	Office preparation for field work.							2	6				
	b	Perform field locates and ties to survey monuments, section and plat monuments.									20			
	c	Process field data and field notes.								10				
3		Prepare Temporary Construction Easements:												
	a	Prepare draft Exhibit Maps.							4	60				
	b	Submit draft Exhibit Maps for City review.							10					
	c	Address City comments, prepare final Exhibit Maps.								20				
	d	Prepare legal descriptions based on final Exhibit Maps.								40				
4		Prepare Permanent (Wall) Easements:												
	a	Prepare draft Exhibit Maps.							2	10				
	b	Submit draft Exhibit Maps for City review.							2					
	c	Address City comments, prepare final Exhibit Maps.							4	4				
	d	Prepare legal descriptions based on final Exhibit Maps.							2	4				
5		Prepare final Temporary and Permanent Easements bundle for submittal:												
	a	Conduct QA/QC of bundle, signature and stamp for submission to City.							10	10				
		HOURS PER DISCIPLINE	60	477	919	1074	38	24	167	858	40	190	20	36

**EXHIBIT B-2**  
**CONSULTANT COST COMPUTATION – SUMMARY**

PROJECT NO. 24080  
CITY OF OLYMPIA PUBLIC WORKS ENGINEERING  
ELLIOTT AVENUE SIDEWALK PROJECT

NEGOTIATED HOURLY RATE (NHR):					
Classification	Man Hours	X	Rate	=	Cost
PRINCIPAL-IN-CHARGE	60	x	\$275.00	=	\$16,500.00
PROJECT MANAGER	477	x	\$232.00	=	\$110,664.00
PROJECT ENGINEER	919	x	\$154.00	=	\$141,526.00
ENGINEER	1074	x	\$140.00	=	\$150,360.00
UTILITIES MANAGER	38	x	\$235.00	=	\$8,930.00
ENVIRONMENTAL MANAGER	24	x	\$254.00	=	\$6,096.00
PROJECT SCIENTIST	167	x	\$103.00	=	\$17,201.00
TECHNICIAN	858	x	\$154.00	=	\$132,132.00
PROFESSIONAL LAND SURVEYOR	40	x	\$168.00	=	\$6,720.00
PROJECT SURVEYOR	190	x	\$127.00	=	\$24,130.00
2 MAN SURVEY CREW	20	x	\$182.00	=	\$3,640.00
PROJECT ADMINISTRATOR	36	x	\$141.00	=	\$5,076.00
<b>Total Hours =</b>	<b>3903</b>				<b>Total NHR = \$622,975.00</b>
<b>REIMBURSABLES:</b>					
Mileage	200	x	\$0.700	=	\$140.00
Miscellaneous Expenses	\$10,700.00	x	10%	=	\$1,170.00
					<b>Total Expenses = \$11,910.00</b>
<b>SUBCONSULTANT COST (See Exhibit E):</b>					
GRI	\$70,000.00	x	15%	=	\$80,500.00
Hultz BHU	\$99,580.00	x	10%	=	\$109,538.00
WestLand	\$12,716.00	x	10%	=	\$13,987.60
Utility Potholing	\$54,650.00	x	10%	=	\$60,115.00
					<b>Total Subconsultants = \$264,140.60</b>
<b>SUB-TOTAL (NHR + REIMBURSABLES + SUBCONSULTANTS):</b>					
					<b>Sub Total = \$899,025.60</b>
<b>MANAGEMENT RESERVE FUND:</b>					
SUB TOTAL =	\$899,025.60	x	10%	=	<b>MRF = \$89,902.56</b>
<b>GRAND TOTAL</b>					
				<b>GRAND TOTAL =</b>	<b>\$988,928</b>
<div> <div> <b>PREPARED BY:</b> Ian Lee, P.E.         </div> <div> <b>DATE:</b> 5/13/2025         </div> </div> <div> <div> <b>REVIEWED BY:</b> Thomas E. Skillings, P.E.         </div> <div> <b>DATE:</b> 5/13/2025         </div> </div>					

**EXHIBIT B-3**  
**CONSULTANT COST COMPUTATION – EXPENSES**

Item	Description	Basis	Quantity	Rate	Total
1	Telephone	Month			\$0.00
2	Auto Rental	Each			\$0.00
3	Lodging	Day			\$0.00
4	Per Diem-Meal	Day			\$0.00
5	Photocopies - Blk & White	Each	1000	\$0.10	\$100.00
6	Photocopies - Color	Each		\$0.35	\$0.00
7	Half Sized Prints	Each	400	\$0.50	\$200.00
8	Full Sized Prints	Each		\$6.00	\$0.00
9	Postage	Month			\$0.00
10	Shipping	Month			\$0.00
11	FAXs	Each			\$0.00
12	Miscellaneous Project Costs	Month	18	\$50.00	\$900.00
13	Miscellaneous Survey Costs	Estimated			\$0.00
14	InRoads Software	Month-No of years		\$950.00	\$0.00
15	Traffic Control	Estimated			\$0.00
16	Title Reports (16 Parcels)	Estimated	1	\$9,500.00	\$9,500.00
<b>Total Miscellaneous Expenses</b>					<b>\$10,700.00</b>
	Mileage	Per Mile	200	0.700	\$140.00
<b>Total Expenses</b>					<b>\$10,840.00</b>
<b>Assumptions</b>					
1	Telephone	Estimated			
2	Auto Rental	Estimated trips			
3	Mileage	Estimated miles	13 mi roundtrip to site, est. 15 trips to site.		
4	Lodging				
5	Per Diem-Meal				
6	Photocopies - Blk & White	Estimated			
7	Photocopies - Colored	Estimated			
8	Half Sized Prints				
9	Full Sized Prints				
10	Postage	Estimated			
11	Shipping	Estimated			
12	FAXs	Estimated			
13	Miscellaneous Project Costs	Estimated	\$50/mth for 18 mths		
14	Miscellaneous Survey Costs	Estimated			
15	Purchase Order	Estimated			
Prepared by: Ian Lee, P.E.		Date: 5/13/2025			



**Washington State  
Department of Transportation**

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

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

June 26, 2024

Skillings, Inc.  
5016 Lacey Blvd SE  
Lacey, WA 98503

Subject: Acceptance FYE 2023 ICR – Risk Assessment Review

Dear Alysa Cushman:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2023 ICR of 142.68% of direct labor (rate includes 0.31% Facilities Capital Cost of Money). This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards,

  
Schatzie Harvey (Jun 27, 2024 06:25 PDT)

SCHATZIE HARVEY, CPA  
Contract Services Manager

SH:BJO



**Actuals Not To Exceed Table (ANTE)**

SKILLINGS, INC. 5016 LACEY BOULEVARD SE LACEY, WA 98503 Rate Effective Dates: July 1, 2024 - June 30, 2025		
Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE
		142.68%
Principal-in-Charge	\$98.50	\$140.54
Senior Project Manager	\$109.00	\$155.52
Senior Project Engineer	\$81.75	\$116.64
Project Manager	\$90.50	\$129.13
Project Engineer	\$81.75	\$116.64
Utilities Manager	\$56.00	\$79.90
Engineer	\$62.50	\$89.18
Environmental Manager	\$90.50	\$129.13
Project Scientist	\$36.75	\$52.43
Staff Scientist	\$32.60	\$46.51
Traffic Engineer II	\$54.00	\$77.05
Technician	\$55.00	\$78.47
Septic Designer	\$35.50	\$50.65
Engineering Intern	\$26.00	\$37.10
Communications Specialist	\$57.00	\$81.33
Right of Way Negotiator	\$52.50	\$74.91
Survey Manager	\$72.00	\$102.73
Project Surveyor	\$55.00	\$78.47
Field Surveyor	\$27.50	\$39.24
Survey Technician	\$34.00	\$48.51
Inspector	\$53.50	\$76.33
Project Administrator	\$55.00	\$78.47
Administrative Assistant	\$46.75	\$66.70



# Applied Professional Services, Inc.

## Project Scope: Potholing

APS, Inc. will utilize our Air Vacuum Excavation System to verify utilities at selected test-hole locations to verify depth and location determined by **Skilings**.

- APS, Inc. shall air vacuum excavate approximately **(30)** test-holes on existing underground utilities.
- Scope assumes that the utility will be between 0' and 10' in depth.
- If a test-hole falls in the hard surface APS, Inc. shall **jackhammer** the existing asphalt or concrete.
- APS, Inc. shall backfill all test-holes with a material approved by the local jurisdiction (5/8" select, sand or pea gravel).
- CDF backfill and permanent asphalt repair are excluded from this scope. If the local jurisdiction requires CDF backfill and/or permanent asphalt repair additional fees will be required.
- Collect utility and test-hole data, and photograph all found utilities.
- This estimate is based on design engineering rates in which case prevailing wages do not apply.
- Restoration is assumed at this time to be 5/8" crushed rock back fill with an EZ street patch. APS will provide a 2 year warranty from the date the test-hole was performed.
- Grind and overlay of the existing roadway is not covered in this scope. Should the local jurisdiction require additional restoration, other than what is included in the scope, then additional fees will be required.
- All bonding and/or ROE will be obtained prior to APS arriving on site.

## Deliverables: Potholing

- Test-hole data sheets, which include Top, Bottom, Width, Diameter and Direction of the utility.
- Excel spread sheet containing all test-hole data for the project.
- Google Earth RM map with interactive link accompanied with an SHP File.
- Photo of all Found Utilities.
- One and a quarter inch zinc washer left at grade where utility was found with measurements stamped into it.

SERVICE PROVIDED	COST / UNIT	EST. HRS/UNITS	TOTAL COST
AIR VACUUM POTHOLING (portal-to-portal)	\$ 400.00	70	\$ 28,000.00
PROJECT COORDINATION	\$ 130.00	15	\$ 1,950.00
PROJECT MANAGEMENT	\$ 170.00	6	\$ 1,020.00
TRAFFIC CONTROL PLANS	\$ 250.00	3	\$ 750.00
CONDUCTABLE LOCATES	\$ 135.00	6	\$ 810.00
GPR LOCATES	\$ 190.00	4	\$ 760.00
NON CONDUCTABLE LOCATES	\$ 265.00	14	\$ 3,710.00
DUMPING FEE (per hole)	\$ 25.00	30	\$ 750.00
FLAGGING & TC (plus 10%)	\$ 220.00	70	\$ 15,400.00
PERMIT FEES (plus 10%)	\$ 1,500.00	1	\$ 1,500.00
<b>TOTAL PROJECT ESTIMATE</b>			<b>\$ 54,650.00</b>

Project Site Address

- Elliot Ave NW & Division St NW. Olympia, WA

Contact Information:

CLIENT:

Skillings

Ian Lee  
5016 Lacey Blvd SE  
Lacey, WA 98503  
(360) 491-3399

Authorization to Proceed

The undersigned hereby acknowledges the terms and conditions of this agreement and authorizes APS, Inc. to proceed according to the project scope and cost.

Skillings

Name:\_\_\_\_\_

Date:\_\_\_\_\_



### ACKNOWLEDGEMENT AND ACCEPTANCE OF TERMS AND CONDITIONS FOR SERVICES

“Client” acknowledges that the Proposal prepared by Applied Professional Services, Inc. (“APS”), along with the Terms and Conditions (“Terms”) below comprise the entire agreement between the Client and APS (collectively “Agreement”), and supersedes all prior or contemporaneous written and oral understandings, agreements, negotiations, representations, warranties, and communications.

### GENERAL TERMS AND CONDITIONS

**RELATIONSHIP OF THE PARTIES:** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

**SERVICES:** APS shall provide services to the Client for the project (“Project”), as defined in the Proposal and the Agreement, or as requested by the Client by an agreed Order (the “Services”) in accordance with these Terms.

**PROJECT SCHEDULE:** APS shall use reasonable efforts to meet the Project schedule dates specified in the Proposal. These dates shall be estimates only.

**CLIENT’S RESPONSIBILITIES:** Client shall provide/perform the following in a timely manner so as not to delay the Services:

- Provide accurate information about the location and survey of the site where services are to be provided.
- Cooperate with APS in all matters relating to the Services.
- Secure legal rights to and provide access to the Project site property and authorize APS staff to access the site for activities necessary for the performance of the Services.
- Respond promptly to any APS request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for APS to perform Services in accordance with the requirements of this Agreement.
- Provide materials, data, or information that APS may request that is reasonably necessary to carry out the Services in a timely manner and ensure that such materials, data, or information provided are complete and accurate in all material respects.
- Comply with all applicable laws in relation to the Services before the date on which the Services are to start, including required licenses, permits, and consents to allow APS to perform Services.
- Give prompt consideration and action to all communications, reports and other documents relating to the Services furnished by APS and inform APS in writing of decisions in reasonable time so as not to delay the Services.

**CLIENT’S ACTS OR OMISSIONS:** If APS’s performance of its obligations under this Agreement is prevented or delayed by any act or omission of Client or its agents, subcontractors, consultants or employees, APS shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Client, in each case, to the extent arising directly or indirectly from such prevention or delay.

**COMPENSATION AND PAYMENT:** In consideration of the provision of the Services by APS under this Agreement, Compensation will be made as follows:

- **Payment:** Invoices for APS’s Services shall be submitted on a monthly basis and are payable within thirty (30) days after the invoice date. In the event that the Client disputes any portion of an invoice, client shall notify APS - of such disputed items within ten (10) days of invoice date. Retainers/deposits shall be credited on the final invoice. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest allowable.

- Failure to make any payment when due is a material breach of this Agreement. In the event any invoice has not been paid in full within ninety (90) days of the invoice date, APS shall have the right to immediately suspend all or any portion of the Services hereunder indefinitely, pending payment in full of such invoice(s).
- **Taxes:** Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Client hereunder.
- **Compensation:** Client shall pay the agreed upon rates or amounts set forth in the Proposal. If the agreement extends across multiple years, the compensation paid to APS may be adjusted due to market conditions, underlying labor costs, overhead and pricing influences.

**CHANGE ORDERS:** If either party wishes to change the scope or performance of the Services, it shall submit details in writing of the requested change in a timely manner to the other party. APS shall, within a reasonable time after such request, provide a written estimate to Client of:

- the likely time required to implement the change
- any necessary variations to the compensation and other charges for the Services arising from the change
- the likely effect of the change on the Services
- any other impact the change might have on the performance of this Agreement

Promptly after receipt of the written estimate, the parties shall negotiate in good faith and agree in writing on the terms of such change (a “Change Order”). Neither party shall be bound by any Change Order unless mutually agreed upon in writing.

APS may charge for the time it spends assessing and documenting a request for a Change Order on a time and materials basis in accordance with the Proposal.

**DOCUMENTS:** Unless otherwise agreed to by the parties in writing, all of the documents prepared by or on behalf of APS in connection with the Services (herein called the “Documents”) will be considered Instruments of Service and will become the property of Client upon full and final payment of the Compensation. Any copyright of the Documents shall be retained by APS. APS grants to Client a non-exclusive right and license to use, disclose and reproduce the Documents solely for the purpose of the Project.

**DATA AND DOCUMENT RETENTION:** APS will retain all data and Documents in accordance with its Data Retention Policy, unless otherwise agreed upon in writing.

**LIMITATION OF USE:** Client shall not amend, alter or revise, reuse, permit the use of, disclose or reproduce any of the Documents for the completion of another project or work, without first obtaining the written consent of APS, and all reproductions shall include notice of this restriction.

APS shall have no responsibility for any loss or damage suffered by Client or others resulting from any unauthorized use or modification of the Documents, errors in transmission of the Documents, changes to the Documents by others. The Documents may be relied upon by Client for design and construction work undertaken by other parties with respect to the Project provided such parties

# TERMS AND CONDITIONS

## Applied Professional Services, Inc.



verify the accuracy and completeness of the Documents to their satisfaction. The Client agrees to defend, indemnify and hold APS harmless from and against all claims, demands, losses, damages, liability and costs associated therewith.

In the event any of APS's work product documents are modified in any respect, without involvement and oversight of APS, Client agrees that any modification is at the Client's sole risk.

In the event that Client is in default of its obligations under this Agreement, APS may terminate Client's right and license to use, disclose and reproduce the Documents upon providing written notice to Client. Client shall return to APS all Documents and that no residual copies of any part of any Documents are to be retained by the Client or other parties.

**STANDARD OF CARE:** The standard of care for all Services performed under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. APS makes no warranties or guarantees under this Agreement in connection with the Services. APS makes no warranty whatsoever with respect to the services, including any warranty of merchantability, warranty of fitness for a particular purpose, warranty of title, or warranty against infringement of intellectual property rights of a third party; whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise.

**CONFIDENTIALITY:** Both parties shall use reasonable efforts to keep confidential all data and information which is marked confidential and furnished by the respective parties under this Agreement. Confidentiality obligations shall not apply if such data or information is within the public domain, was known to the Client or APS at the time of disclosure, or was rightfully obtained by Client or APS on a non-confidential basis from a third party.

**PERSONAL INFORMATION:** Unless otherwise agreed to by the parties in writing, Client shall only collect and use individually identifiable information from or about APS employees if such collection and use is required. Client shall collect and use all Personal Information in accordance with applicable federal, state or personal information protection legislation.

**NON-SOLICITATION OF EMPLOYEES:** Neither party shall knowingly solicit, recruit, hire or otherwise employ or retain the employees of the other party during the Term of this Agreement and for one (1) year following the termination or expiration of this Agreement without the prior written consent of the other party. However, neither party shall be restricted from soliciting or recruiting generally in the media, or from hiring, without prior written consent, the other party's employees who answer any advertisement or otherwise voluntarily applies for hire without having been personally solicited.

For a breach of Non-Solicitation, an amount equal to twice the base annual salary of the recruited employee at the time of their departure shall be paid by the hiring party to the other party.

**INDEMNIFICATION:** To the fullest extent permitted by law, APS shall indemnify and hold harmless Client from and against any and all damages, liabilities, costs and expenses, including but not limited to reimbursement of reasonable attorney's fees arising out of damages or injuries to persons or property to the proportionate extent caused by the negligence, gross negligence or willful misconduct of APS or anyone acting under its direction or control or on its behalf in the course of its performance under this Agreement; provided that APS's aforesaid indemnity and hold harmless obligation shall not be applicable to any liability based upon the willful misconduct or negligence of Client or upon use of or reliance on information supplied by Client or on behalf of Client to APS in preparation of any report, study or other written document.

Client shall indemnify and hold harmless APS from and against any and all damages, liabilities, costs and expenses, including but not limited to reimbursement of reasonable attorney fees arising out of (i) damages or injuries to persons or property caused by the negligence, gross negligence or willful misconduct by Client or anyone acting under its direction or control or on its behalf in connection with this Agreement and (ii) claims, actions or demands for environmental liability arising from, or in relation to, any condition, not caused by the negligence of APS or anyone acting under its authority; provided

that Client's aforesaid indemnity and hold harmless obligation shall not be applicable to any liability based upon the willful misconduct or negligence of APS.

The duty to indemnify does not include the duty to pay for or to provide an up-front defense against unproven claims or allegations.

Where any claim results from the joint negligence, gross negligence, or willful misconduct, by Client and APS, the amount of such damage for which Client or APS is liable shall equal the proportionate part that the amount of such claim attributable to indemnitor's negligence, gross negligence, willful misconduct, bears to the amount of the total claim attributable to the joint negligence, gross negligence, or willful misconduct, at issue.

**LIMITATION OF LIABILITIES:** Notwithstanding any other provision in the Agreement, the Client agrees to limit APS's liability under the Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, to the lesser of: (a) the fees paid to APS for Services or (b) the maximum of remaining available insurance provided. No claim may be brought against APS in contract or tort more than two (2) years after the cause of action arose. Any claim, suit, demand or action brought under the Agreement shall be directed and/or asserted only against APS and not against any of APS's employees, shareholders, officers or directors. APS's liability with respect to any claims arising out of this Agreement shall be limited as provided herein to direct damages arising out of the performance of the Services and APS shall not be held responsible or liable whatsoever for any consequential damages, injury or damage incurred by the actions or inactions of the Client, including but not limited to claims for loss of use, loss of profits and loss of markets.

**FORCE MAJEURE:** If performance of the Services is affected by causes beyond APS's reasonable control, the Project schedule and the Compensation shall be equitably adjusted by mutual agreement of the parties. APS shall not be liable or responsible to Client, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of APS.

These causes include, without limitation, inclement weather conditions, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, pandemic/epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, or similar causes and without the fault or negligence of the delayed party. If the event in question continues for a period in excess of thirty (30) days, Client shall be entitled to give notice in writing to APS to terminate this Agreement.

**INSURANCE:** APS shall maintain Insurance which it deems to be reasonable throughout the term of this Agreement. APS shall provide Client with certificates of insurance upon written request.

Client assumes sole responsibility and waives all rights and claims against APS for all loss of or damage to property owned by or in the custody of Client and any items at the site or in transit thereto however such loss or damage shall occur, unless caused by the sole negligence of APS.

Client agrees to maintain appropriate Property Insurance and shall require its insurers to waive all rights of subrogation against APS for claims covered under any Property Insurance that Client may carry. Such waivers shall survive termination or discharge of this Agreement.

**TERM AND TERMINATION:** This Agreement will continue in effect unless terminated by either party with thirty (30) days written notice to the other party. In the event of any termination, APS shall be paid for all Services rendered and reimbursable costs incurred through the date of notice of termination. In the event of termination, the Client shall pay all additional compensation related to termination of the project.

# TERMS AND CONDITIONS

## Applied Professional Services, Inc.



In addition to any remedies that are provided under this Agreement, APS may also terminate this Agreement with immediate effect upon written notice if the Client becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

In the event of termination, APS shall be paid for all Services rendered and costs incurred by APS through the date of notice of termination. In the event of termination due to the termination of the Project, the Client shall pay all additional costs incurred by APS related to termination of the Project.

**DISPUTE RESOLUTION:** If requested in writing by either the Client or APS, the Parties shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into a management/principal level meeting(s). The first such meeting shall occur within thirty (30) days from the first date of the written request for such meeting.

- If a dispute cannot be settled informally between the Parties within a period of sixty (60) calendar days from the first date of the written request, the Parties shall enter structured non-binding negotiations with the assistance of a mediator. The mediator shall be appointed by agreement of the Parties.
- If the Parties are unable to reach an acceptable resolution of the dispute, controversy, or claim through the mediation process, the Parties shall have any and all rights and remedies available to it under this Agreement and any and all rights and remedies at law or in equity.
- **Attorney Fee Provision:** With respect to any dispute relating to this Agreement, or in the event that a lien, suit, action, arbitration, mediation, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Agreement, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, the prevailing party shall be entitled to recover from the losing party its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, title reports, title guarantee reports, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge or arbitrator at trial, arbitration, mediation, or other proceeding, or on any appeal or review, and all proceedings in U.S. Bankruptcy Court. APS shall also be entitled to reasonable attorney's fees and costs incurred in enforcing any award and/or judgment, in addition to all other amounts provided by law.

**ASSIGNMENT:** Neither party to this Agreement shall, without the prior written consent of the other party, which shall not be unreasonably withheld, assign the benefit or in any way transfer any claim or obligation under this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

**NO THIRD-PARTY BENEFICIARY:** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

**LEGAL CONSTRUCTION:** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

**ENTIRE AGREEMENT:** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties relating to the subject matter of this Agreement and is the entire understanding and agreement related thereto. This Agreement may be amended by mutual consent of the parties in writing to be attached hereto and incorporated herein, executed by APS's and the Client's authorized representatives.

**WAIVER:** Failure by one party to notify the other party of a breach of any provision of this Agreement shall not constitute a waiver of any continuing breach. Failure by one party to enforce any of its rights under this Agreement shall not constitute a waiver of those rights. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof.

**SEVERABILITY:** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

**SURVIVAL OF PROVISIONS:** The expiration or termination of this Agreement, or any Task Order shall not affect the provisions, and the rights and obligations set forth in which either by their terms state or evidence the intent of the Parties that the provisions survive the expiration or termination, or must survive to give effect to the provisions.

**GOVERNING LAW:** The validity of the Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and governed by the laws of the state in which the Project is located.

Specific state statutes and regulations will be adhered to under this contractual agreement through the use of Addendums, as appropriate.



1111 Main Street, Suite 515  
Vancouver, WA 98660  
360-213-1690 | www.gri.com

May 09, 2025

PRO CITY OF OLYMPIA ELLIOTT AVE SIDEWALK

Skillings Engineering  
5016 Lacey Blvd SE  
Lacey, WA 98503

Attention: Ian Lee, PE

**SUBJECT: Proposal for Geotechnical and Environmental Services  
Elliott Avenue Sidewalk & Water Main Relocation Project  
Olympia, Washington**

GRI is pleased to submit this proposal to conduct a geotechnical and environmental investigation for the proposed Elliott Avenue Sidewalk and Water Main Relocation Project located in Olympia, Washington.

## **APPROACH AND SCOPE OF WORK**

Our proposal is based on our current understanding of site conditions, and our experience with similar projects. Our approach and scope of work are discussed below.

### **TASK 1. ENVIRONEMNTAL SERVICES**

The purpose of GRI's services will be to perform Hazardous Materials (HAZMAT) soil testing within the western end of the project area from Division Street NW to about 200 feet east along Elliott Avenue and according to accepted environmental procedures as outlined in Washington State Department of Transportation (WSDOT) guidance.

#### ***Subtask 1.1: Records Review:***

- 1) Review readily available information regarding geologic, groundwater, and environmental conditions for the vicinity of the subject property.
- 2) Review listings of government agency file records for potential contaminant sources in the project area. Hazardous material environmental records from the U.S. Environmental Protection Agency and the Washington Department of Ecology will be reviewed for indications of hazardous materials site that could impact the project

To the extent practical within project schedule and budget constraints, follow-up inquiries will be conducted regarding the nature and documented extent of recognized environmental conditions listed as having occurred on or having affected the subject property and the adjacent properties.

***Subtask 1.2: Subsurface Exploration:***

- 1) Advance up to four drilled borings through the roadway surface to characterize subsurface soil conditions.
  - a) Drill four (4) boring to a depth of up to 10 feet, or practical refusal, to evaluate soil chemical conditions along the north (2 borings) and south (2 Borings) sides on the west end of Elliott Avenue NW. Collect soil samples at 2.5-, 5-, and 10-foot intervals to evaluate soil for potential contamination.
- 2) Maintain a log of the soils encountered in the explorations and collect soil samples for chemical testing.
- 3) Restore the explorations in the following manner:
  - a) Borings—Backfill the drilled borings in accordance with Washington Ecology boring abandonment procedures. Excess soil cuttings from the borings will be placed in drums and left on site for future disposal pending analytical results.

***Subtask 1.3: Soils Testing:***

- 1) Conduct a chemical testing program on soil samples. Three soil samples will be collected from each boring at 2.5-, 5-, and 10-foot intervals and submitted to a chemical testing laboratory and analyzed for the following:
  - a) Northwest Total Petroleum Hydrocarbons (NWTPH) Diesel range (Dx)
  - b) NWTPH Gasoline range (Gx)
  - c) Polyaromatic Hydrocarbons (PAHs)
  - d) Heavy metals to include lead, cadmium, and chromium
  - e) Toxicity Characteristic Leaching Procedure (TCLP) as necessary for elevated metals concentrations

***Subtask 1.4: Deliverable: Hazardous Material Testing Results Memorandum:***

- 1) The results of the sampling and chemical testing will be evaluated to assess the likelihood that hazardous materials are present in on-site soils that may potentially impact the project by requiring special handling or disposal.
- 2) Prepare a Hazardous Material Testing Results memorandum with appendices will be prepared to document our findings and conclusions and, if warranted, provide recommendations for additional assessment.
- 3) Prepare a final Hazardous Material Testing Results memorandum incorporating requested changes/updates from the project team's review of the draft report. The project report will be signed and stamped by a Washington-licensed engineering geologist or professional engineer.

***Deliverables***

- Draft Hazardous Material Testing Results memorandum (electronic PDF copy)



- Final Hazardous Material Testing Results memorandum (electronic stamped and signed PDF copy)

## **TASK 2. GEOTECHNICAL ENGINEERING**

The purpose of GRI's services will be to explore subsurface conditions within the project limits on Elliott Avenue NW from Division Street NW to Crestline Blvd NW and develop geotechnical recommendations for the design and construction of the proposed roadway improvements (utility trench and patching recommendations, infiltration considerations for pervious concrete sidewalks, a retaining wall).

### ***Subtask 2.1: Records Review, Site Reconnaissance, Work Plan, and Permits:***

- 1) Review readily available geologic, groundwater, and soil survey maps that cover the project vicinity.
- 2) Review available geotechnical reports prepared for nearby developments (available in our files) and provided by the City.
- 3) Obtain a right of entry for the field work.
- 4) Conduct a reconnaissance of the project alignment.
- 5) Mark the proposed exploration locations in the field and notify the "One Call" service for public utility locates.
- 6) Prepare traffic control plans for and provide traffic control during completion of field explorations
- 7) Obtain permits through the City to conduct work within the right-of-way at no cost to the project team.

### ***Subtask 2.2: Subsurface Exploration:***

- 1) Advance up to four drilled borings through the roadway surface to characterize subsurface soil and groundwater conditions.
  - a) Drill three (3) boring to a depth of up to 10 feet below ground surface (bgs), or practical refusal, to evaluate pavement subgrade conditions along Elliott Avenue NW. Collect Standard Penetration Test (SPT) samples at 2.5- and 5-foot intervals to evaluate subgrade strength and characterization of deeper soil conditions for utility trench and pavement considerations.
  - b) Drill one (1) boring to a depth of up to 25 feet below ground surface bgs, or practical refusal, to evaluate pavement subgrade conditions near the rockery wall between 1814 and 1904 Elliott Avenue NW. Collect Standard Penetration Test (SPT) samples at 2.5- and 5-foot intervals to evaluate subgrade strength and characterization of deeper soil conditions for potential retaining wall considerations.

- c) Two (2) modified small-scale PIT (i.e., encased falling-head method) will be performed in the borings at a depth as directed by the design team, but not exceeding 10 feet bgs.
- d) Dynamic cone penetration (DCP) testing will be performed at each exploration.
- 2) Maintain a log of the soils encountered in the explorations and collect soil samples for laboratory testing.
- 3) Restore the explorations in the following manner:
  - a) Borings—Backfill the drilled borings. In paved areas, the surface of the boreholes will be patched with concrete or asphalt. Excess soil cuttings from the borings will be placed on site.

***Subtask 2.3: Soils Testing:***

- 1) Conduct a laboratory testing program on select soil samples. The actual quantity and type of tests run will be based on the materials collected, though for budgeting purposes will include up to (if needed or appropriate)
  - a) 20 moisture content
  - b) 4 percent fines determinations (percent passing the No. 200 sieve)
  - c) 2 Atterberg Limits determinations
  - d) 1 consolidation test
  - e) 1 soil grain-size analysis test (due to soil type, in order to obtain enough material, the test may require combining soil/rock from multiple borings)

***Subtask 2.4: Geotechnical Engineering Analysis:***

- 1) Conduct engineering analyses to evaluate:
  - a) Utility trench construction guidelines (excavations and backfill)
  - b) Pavement design for trench repairs and rehabilitation recommendation, if requested.
  - c) Excavations and cut/fill slopes
  - d) Retaining walls
  - e) Stormwater retention facilities infiltration parameters for pervious concrete sidewalks

***Subtask 2.5: Deliverable: Geotechnical Report:***

- 1) Prepare a draft geotechnical report summarizing the results of the subsurface exploration and laboratory testing programs and presenting appropriate recommendations and conclusions.
- 2) Prepare a final geotechnical report incorporating requested changes/updates from the project team's review of the draft report.
- 3) Coordinate geotechnical tasks with other design tasks.

- 4) Attendance at up to two virtual project meetings.

#### ***Deliverables***

- Draft Geotechnical Report (electronic PDF copy)
- Final Geotechnical Report (electronic stamped and signed PDF copy)

### **ASSUMPTIONS**

1. Our proposal assumes petroleum products or other potentially hazardous materials will not be encountered during our subsurface explorations. If petroleum products or other potentially hazardous materials are encountered during our subsurface exploration, we will immediately stop the subsurface explorations, place the subcontractor and our field staff on standby, and contact you for further guidance. The standby time has not been included in our cost estimate and will be billed on a time-and-expenses basis in accordance with the attached Fee Schedule.
2. We assume our subsurface exploration program can be completed without time delays associated with permitting, clearances, cultural resources monitoring, property access approvals, or other site access coordination activities completed by others. If we have mobilized to the project site and our subsurface exploration program is subsequently delayed, we will put our subcontractors and field staff on standby, and the standby time will be billed on a time-and-expenses basis.
3. This proposal assumes that post-report consultation and review of geotechnical-related plans and specifications are not included in the scope of this contract.

### **SCHEDULE**

We can begin field explorations within approximately six weeks following your authorization to proceed, depending on the availability of a drill rig. It is anticipated the draft report on the investigation can be submitted to you within approximately four to six weeks after the completion of all field work. Information can be submitted to you informally as soon as it becomes available from the studies.

### **FEE**

The services will be provided in accordance with the attached General Conditions of the Proposal. The fee for the above-described work will be computed on a time-and-expenses basis in accordance with the attached Fee Schedule. It is estimated the total cost for our services will be \$70,000 as presented on the attached Breakdown of Cost, and this amount will not be exceeded without your prior approval.

Please contact the undersigned if you have any questions regarding our scope of work, schedule, and/or budget. We appreciate the opportunity to submit this proposal and look forward to working with you on this project.





Submitted for GRI,

A handwritten signature in black ink that reads 'Lindsay Hammond'.

Lindsay Hammond, PE  
Principal

A handwritten signature in black ink that reads 'Mike Marshall'.

Mike Marshall, CEG, LEG, PG  
Senior Engineering Geologist

Enclosures: General Conditions of the Proposal  
Breakdown of Cost  
WSDOT ANTE Table  
WSDOT ICR Acceptance Letter

**GENERAL CONDITIONS OF THE PROPOSAL**

To: Skillings | Lacey, Washington

Attachment to Proposal Dated: May 9, 2025

For: Geotechnical and Environmental Services  
Elliott Avenue Sidewalk & Water Main Relocation Project  
Olympia, Washington

**PROFESSIONAL SERVICES**

Fees for services provided by GRI's professional, technical, and administrative personnel will be charged according to time expended on the project at rates shown on the attached schedule. Estimated fees are valid for 90 days from the date of the proposal, unless otherwise noted.

If Client gives GRI email notice to proceed or other-than-written authorization to proceed with services after receiving GRI's written proposal, Client accepts the proposal and these General Conditions as the Agreement governing GRI's services, and the Agreement is effective, except for those provisions that Client objects to in writing within seven (7) days following the email notice to proceed or other-than-written authorization.

**SERVICES, SUPPLIES PROVIDED BY OTHERS, AND REIMBURSABLE EXPENSES**

Charges for services, equipment, and supplies not provided directly by GRI will be computed at cost plus 10%. This includes surveying services, subsurface explorations, construction equipment, testing laboratories, contract labor, shipping charges, living expenses, printing and reproduction, communication, and miscellaneous supplies and rentals.

**EQUIPMENT CHARGES**

Charges for equipment furnished by GRI will be computed in accordance with the unit rates shown on GRI's Standard Fee Schedule or those outlined in the proposal.

**RIGHT-OF-ENTRY**

Unless otherwise agreed, the Client/Owner will furnish right-of-entry to the land or structures for GRI to make planned borings, surveys, and other explorations. GRI will take reasonable precautions to minimize damage to the land or structures from the use of equipment but has not been included in the fee the cost of restoration of damage that may result from the operation. If the Client/Owner desires GRI to restore the land or structures to their former condition, GRI will accomplish this and add the cost to the fee.

**UTILITIES**

In the performance of the work, GRI will take all reasonable precautions to avoid damage or injury to subsurface structures or utilities. The Client/Owner agrees to hold GRI and its subconsultants harmless for any damages to subsurface structures or utilities that are not called to GRI's attention or correctly shown on the plans furnished by the Client/Owner.

**SAMPLES**

All samples will be discarded thirty (30) days after submission of GRI's final report or one (1) year after submission of a draft report, unless the Client/Owner advises GRI otherwise. Additional storage time or transfer of samples can be made at the Client's/Owner's expense upon written request. Charges for the specialty storage of samples will be charged in accordance with standard market rates.

**INVOICING OF PAYMENT**

Invoices will be submitted once a month for services performed during the prior month. Payment will be due within thirty (30) days of receipt of invoice.



## GENERAL CONDITIONS OF THE PROPOSAL (continued)

To: Skillings | Lacey, Washington

Attachment to Proposal Dated: May 9, 2025

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Olympia, Washington

### INSURANCE AND INDEMNITY

GRI represents and warrants that it and its agents, staff, and consultants employed by it are protected by worker's compensation insurance and that GRI has such coverage under public liability and property damage insurance policies that GRI deems adequate. Certificates for all such policies of insurance shall be provided to the Client/Owner upon request in writing. Within the limits and conditions of such insurance, and subject to the Limitation of Remedies clause below, GRI agrees to indemnify and save the Client/Owner harmless from and against any loss, damage, or liability to the extent caused by any negligent acts by GRI, its agents, staff, or any consultants employed by GRI. GRI shall not be responsible for any loss, damage, or liability beyond the amounts, limits, and conditions of such insurance. GRI shall not be responsible for any loss, damage, or liability arising from any acts by the Client/Owner, its agents, staff, and other consultants or contractors employed by it. GRI's defense obligation under this indemnity paragraph includes only the reimbursement of reasonable defense costs to the extent of GRI's actual indemnity obligation as provided for under the terms of this document.

### CONSEQUENTIAL DAMAGES

Neither the Client/Owner nor GRI will be liable to the other for any special, consequential, incidental, or penal losses or damages, including but not limited to losses, damages, or claims related to the unavailability of property or facilities, shutdowns, or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party or its customers.

### OWNERSHIP AND USE OF DOCUMENTS

**Client Documents.** All Documents (collectively "Documents") provided by the Client/Owner will remain the property of the Client/Owner. GRI will return all such Documents to the Client/Owner upon request but may retain file copies of such Documents.

**GRI's Documents.** Unless otherwise agreed in writing, all Documents and information prepared by GRI or obtained by GRI from any third party in connection with the performance of Services, including, but not limited to, GRI's reports, boring logs, maps, field data, field notes, drawings and specifications, laboratory test data, and other similar Documents (collectively "Documents") are the property of GRI. GRI has the right, in its sole discretion, to dispose of or retain the Documents.

**Use by the Client/Owner.** The Client/Owner has the right to reuse the Documents for purposes reasonably connected with the Project for which the Services are provided, including, without limitation design and licensing requirements of the Project.

**Use by GRI.** GRI retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services and the right to use the Documents for any purpose.

**Electronic/Digital Media.** GRI may agree at the Client's/Owner's request to provide Documents and information in an electronic/digital format. The Client/Owner recognizes that Documents or other information recorded on or transmitted as electronic/digital media are subject to undetectable alteration due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, all Documents and information provided by GRI in electronic/digital media are for informational purposes only and not as final documentation. Unless otherwise defined in the Scope of Services, GRI's electronic/digital Documents and media will conform to GRI's standards. GRI will provide any requested electronic/digital Documents for a 30-day acceptance period, and GRI will correct any defects reported by the Client/Owner to GRI during this period. Additional costs will be incurred if there is a request to finalize a Document past the 30-day acceptance period or 90 days past GRI's last invoice. GRI makes no warranties, either express or implied, regarding the fitness or suitability of any electronic/digital Documents or media.



## GENERAL CONDITIONS OF THE PROPOSAL (continued)

To: Skillings | Lacey, Washington

Attachment to Proposal Dated: May 9, 2025

For: Geotechnical and Environmental Services  
Elliott Avenue Sidewalk & Water Main Relocation Project  
Olympia, Washington

**Unauthorized Reuse.** No party other than the Client/Engineer may rely on Documents, and the Client/Engineer will not represent to any other party that it may rely on Documents without the Client's/Engineer's express prior written consent and receipt of additional compensation. The Client/Owner will not permit disclosure, mention, or communication of, or reference to, the Documents in any offering circular, securities offering, loan application, real estate sales documentation, or similar promotional material without GRI's express prior written consent. The Client/Owner waives any and all claims against GRI resulting in any way from the unauthorized reuse or alteration of Documents by itself or anyone obtaining them through the Client/Owner. The Client/Owner will defend, indemnify, and hold harmless GRI from and against any claim, action, or proceeding brought by any party claiming to rely upon information or opinions contained in Documents provided to such person or entity, published, disclosed, or referred to without GRI's prior written consent.

### STANDARD OF CARE

Services performed by GRI under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession. No warranty, expressed or implied, is made.

Client/Owner recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by GRI and that the data, interpretations, and recommendations of GRI are based solely on the information available to GRI. GRI will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretations by others.

### TERMINATION

In the event of termination or suspension of work, the Client/Owner will compensate GRI for the work performed up to the notification of termination or suspension. The expenses of termination or suspension shall include all direct costs of completing such analyses, records, and reports.

### ASSIGNS

During the term of this Agreement and following its interpretation for any reason, neither the Client/Owner nor GRI may delegate, assign, sublet, or transfer their duties or interests in this Agreement without the written consent of the other party.

### PROTECTION FROM THIRD-PARTY SUITS

Should GRI be named as a third-party defendant in any litigation brought against the Client/Owner or contractors, the Client/Owner agrees to provide counsel for GRI's defense or to reimburse the reasonable costs thereof. Further, Client/Owner shall defend, indemnify, and hold GRI harmless from any and all suits, claims, damages, expenses, losses, or injuries arising out of or in any way related to this Agreement or this project, except to the extent caused by GRI's negligence.

### SCOPE OF AGREEMENT

The agreement between the two parties, i.e., GRI and the Client/Owner, consists of the specific items of work outlined in the attached proposal and outlined in this document.

Project changes that may impact GRI's original scope of work must be provided in writing to GRI to allow for review of the potential scope changes.



## GENERAL CONDITIONS OF THE PROPOSAL (continued)

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### LIMITATION OF REMEDIES

It is understood and agreed that the Client/Owner recognizes GRI has neither created nor contributed to the creation, existence, or exacerbation of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site. The Client/Owner agrees that, to the fullest extent permitted by law, GRI's total liability to the Client/Owner is limited to \$1,000,000 for any and all of the Client/Owner's injuries, damages, claims, losses, expenses, or claim expenses arising out of this Agreement from any cause or causes, including any indemnity obligation under this Agreement. Such causes include, but are not limited to, GRI's negligence, errors, omissions, breach of contract, breach of warranty, strict liability, negligent misrepresentation, statutory liability, or other acts giving rise to liability based upon contract, tort, or statute. This provision takes precedence over any conflicting provisions of this Agreement.

\_\_\_\_\_  
Client/Owner

\_\_\_\_\_  
Representative (Print Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
**GRI**  
Consultant

*Jindri Hammond*

\_\_\_\_\_  
Principal or Associate

May 9, 2025

\_\_\_\_\_  
Date

**Return one signed original to GRI**



Project Name: City of Olympia Elliott Avenue  
Updated: 5/9/2025

Staff Role/Title:		Principal	Associate	Senior Engr/Geol	Project Engr/Geol	Engr/Geol Staff	Engineering Assistant	CAD Operator	Technical Editor	Administrative Coordinator	Project Accountant						
WSDOT Rates:		\$ 302.77	\$ 215.11	\$ 186.42	\$ 157.73	\$ 139.83	\$ 103.89	\$ 103.35	\$ 119.84	\$ 124.05	\$ 121.55						
Task ID	Task Description	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Total Hours	Total Labor	Subconsultants	Direct Expenses	Lab Costs	TOTALS
	Environmental Services	6	-	19	8	20	-	2	4	4		65	\$ 10,842.35	\$ 9,405.00	\$ 262.00	\$ 4,840.00	\$ 25,349.35
	Project Management	2		2						2	2	8	\$ 1,469.58	\$ -	\$ -	\$ -	\$ 1,469.58
	Records Review			1		4						5	\$ 745.73	\$ 495.00	\$ -	\$ -	\$ 1,240.73
	Subsurface Explorations (4 borings)	2		8	8							18	\$ 3,358.70	\$ 8,910.00	\$ 262.00	\$ -	\$ 12,530.70
	Soils Testing											-	\$ -	\$ -	\$ -	\$ 4,840.00	\$ 4,840.00
	Hazardous Material Testing Results Memorandum	2		8		16		2	4	2		34	\$ 5,268.34	\$ -	\$ -	\$ -	\$ 5,268.34
												-	\$ -	\$ -	\$ -	\$ -	\$ -
	Geotechnical Engineering	14	6	-	72	38	-	-	4	2	2	138	\$ 23,169.79	\$ 17,820.00	\$ 997.00	\$ 2,634.50	\$ 44,621.29
	Project Management	4			2					2	2	10	\$ 2,017.74	\$ -	\$ -	\$ -	\$ 2,017.74
	Records Review, Site Reconnaissance, Work Plan, and Permits	2			8	2						12	\$ 2,147.01	\$ -	\$ 91.00	\$ -	\$ 2,238.01
	Subsurface Explorations (4 borings; 2 infiltration tests)	1			18							19	\$ 3,141.83	\$ 17,820.00	\$ 906.00	\$ 2,634.50	\$ 24,502.33
	Soils Testing		1		4	4						9	\$ 1,405.33	\$ -	\$ -	\$ -	\$ 1,405.33
	Geotechnical Engineering Analysis	4	3		24	16						47	\$ 7,879.10	\$ -	\$ -	\$ -	\$ 7,879.10
	Geotechnical Report	3	2		16	16			4			41	\$ 6,578.79	\$ -	\$ -	\$ -	\$ 6,578.79
Tasks Summary of Hours		20	6	19	80	58	-	2	8	6	4	203	\$ 34,012.15	\$ 27,225.00	\$ 1,259.00	\$ 7,474.50	\$ 69,970.65
Recommended Project Budget:																	\$ 70,000.00

Expense Details	
Environmental Services	\$ 14,507.00
GRI Travel Expenses	\$ 262.00
Drilling Subcontractor	\$ 7,150.00
Traffic Control Subcontractor	\$ 1,760.00
Hazmat Lab Testing	\$ 4,840.00
Historic Aerial Photographs & Regulatory Database	\$ 495.00
Geotechnical Engineering	\$ 21,451.50
GRI Travel Expenses	\$ 997.00
Drilling Subcontractor	\$ 14,300.00
Traffic Control Subcontractor	\$ 3,520.00
GRI Lab Testing	\$ 2,634.50
Total	\$ 35,958.50



**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 14, 2024

Geotechnical Resources, Inc  
16520 SW Upper Boones Ferry Road, Suite 100  
Tigard, OR 97224

Subject: Acceptance FYE 2023 ICR – CPA Report

Dear Adam Hope:


We have accepted your firm's FYE 2023 Indirect Cost Rate (ICR) of 168.27% of direct labor (rate includes 0.80% Facilities Capital Cost of Money) based on the "Independent CPA Report" prepared by KCOE ISOM, LLP. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards,

  
[Schatzie Harvey \(Aug 15, 2024 07:07 PDT\)](#)  
SCHATZIE HARVEY, CPA  
Contract Services Manager

SH: kb

**ACTUALS NOT TO EXCEED TABLE (ANTE)**

Effective Date: 06/01/2024

<b>Geotechnical Resources, Inc.</b> <b>1111 Main Street, Suite 515</b> <b>Vancouver, WA 98660</b>				
<b>Do not edit</b>		<b>168.27%</b>	<b>30%</b>	
Job Classifications	Direct Labor Rates NTE	Overhead (plus FCCM) NTE	Profit ( <b>adjust as needed</b> ) NTE	All Inclusive Hourly Billing Rate NTE
Principal	\$ 101.51	\$ 170.81	\$ 30.45	\$ 302.77
Associate	\$ 72.12	\$ 121.36	\$ 21.64	\$ 215.11
Senior Engineer / Geologist	\$ 62.50	\$ 105.17	\$ 18.75	\$ 186.42
Project Engineer / Geologist	\$ 52.88	\$ 88.98	\$ 15.86	\$ 157.73
Engineering/Geology Staff	\$ 46.88	\$ 78.88	\$ 14.06	\$ 139.83
Engineering Assistant	\$ 34.83	\$ 58.61	\$ 10.45	\$ 103.89
CAD Operator	\$ 34.65	\$ 58.31	\$ 10.40	\$ 103.35
Technical Editor	\$ 40.18	\$ 67.61	\$ 12.05	\$ 119.84
Administrative Assistant	\$ 41.59	\$ 69.98	\$ 12.48	\$ 124.05
Project Accountant	\$ 40.75	\$ 68.57	\$ 12.23	\$ 121.55



May 12, 2025

Ian Lee, P.E.  
Vice President  
Skillings

**RE: Cultural Resources Assessment for the Olympia Elliott Ave Sidewalk and Water Main Project,**

Dear Mr. Lee,

WestLand will conduct a Section 106 Cultural Resources Assessment and obtain DAHP concurrence for the above-referenced project. This assessment will also be used to address Question 13 in the SEPA checklist pertaining to archaeological and historic resources. Most of the project area has been previously disturbed and is covered in impervious surfaces. However the location is one considered high risk by the DAHP predictive model, and some undisturbed resources may be present subsurface.

The proposed scope of work for cultural resources includes the following tasks:

1. **Project Management and Agency/Tribal Coordination.** WestLand will coordinate with Skillings, the City, WSDOT (or other lead federal agency), DAHP, and Tribes regarding the project, as necessary.
2. **Background Research and Records Review.** WestLand will conduct a review of soils and geomorphological information, land-use and development history, historical maps, the WISAARD, previously published reports, and other pertinent data.
3. **Field Survey.** WestLand will conduct a 100-percent pedestrian survey of the project area and excavate up to 15 shovel test probes (STPs) to a maximum depth of 100 cmbs, where feasible. Staff will also photograph all elevations and obliques of the historic standing structure and take detailed field notes.
4. **Draft and Final Technical Report.** WestLand will prepare a Cultural Resources Inventory Report summarizing the results of the work that reflects the professional standards for format and content as expressed in the guidelines prepared by DAHP. The report will include background information on the project vicinity and a discussion of archaeological expectations, as well as maps, photographs, and recommendations. WestLand will make appropriate edits and address all comments regarding the draft report prior to submitting a revised report for final review.

**Assumptions:**

- No standing historic structures will be impacted directly and no assessment of indirect effects will be required, therefore no historic property inventory or evaluation is included in the scope of work.
- Shovel test probes will be placed in areas not covered by impervious surfaces, with no marked utilities, and where right of entry has been secured by Skillings or the City (if on private property). Shovel testing may need to be limited or omitted altogether depending on these conditions.

**Cost:**

WestLand will complete the scope of work for a cost not to exceed **\$12,716.00** (see breakdown below).

Please let me know if you have any questions or require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Jennifer Hushour".

Jennifer Hushour, MSc., RPA  
Director, Cultural Resources West

## Cultural Resources - WestLand

	Principal	FD III	GIS	PC	Admin	CC	Editor	Total
APE letter	3		1					4
Research and Tribal coordination		10				8		18
Field prep		2	1			1		4
Fieldwork & Travel		10				10		20
Report	2	20	2			4	6	34
PM/Agency and client coordination	4	2		2	1			9
<b>Total Staff Hours</b>	9	44	4	2	1	23	6	89
<b>Direct Rates</b>	\$ 79.81	\$ 40.56	\$ 40.34	\$ 48.61	\$ 28.00	\$ 31.50	\$ 38.00	
<b>Total Direct Salary Cost</b>	<b>\$718</b>	<b>\$1,785</b>	<b>\$161</b>	<b>\$97</b>	<b>\$28</b>	<b>\$725</b>	<b>\$228</b>	<b>\$3,742</b>

<b>Total Labor Cost</b>	<b>\$3,742</b>
<b>OH at 198.88% of Direct Labor</b>	<b>\$7,442</b>
<b>Profit at 30% of Direct Labor</b>	<b>\$1,123</b>
<b>Total Labor</b>	<b>\$12,307</b>

Vehicle rental	\$115
Mileage (420*0.7)	\$294
<b>Direct costs total</b>	<b>\$409</b>

WestLand Engineering &amp; Environmental Services, Inc.



**Washington State  
Department of Transportation**

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

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

August 12, 2024

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

Subject: Acceptance FYE 2023 ICR – Risk Assessment Review

Dear Melissa Adams:

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

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

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

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

Regards,

  
Schatzie Harvey (Aug 13, 2024 06:24 PDT)  
SCHATZIE HARVEY, CPA  
Contract Services Manager

SH:kb

Actuals Not To Exceed Table (ANTE)

Olympia Elliott Ave Sidewalk and Water Main WestLand				
Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		198.88%	30.00%	
Principal Consultant (Director) JH	\$79.81	\$158.73	\$23.94	\$262.48
Field Director III (Env specialist 5) JJ	\$40.56	\$80.67	\$12.17	\$133.39
Geospatial Analyst III (Drafting Technician 2) TM	\$40.34	\$80.23	\$12.10	\$132.67
Project Controller II (Budget Analyst 3) AP	\$48.61	\$96.68	\$14.58	\$159.87
Admin Staff III (Admin Assistant 3)	\$28.00	\$55.69	\$8.40	\$92.09
Crew Chief II/FD I (Env Specialist 3) NP	\$31.50	\$62.65	\$9.45	\$103.60
FD I/Editor (Env specialist 4) MH	\$38.00	\$75.57	\$11.40	\$124.97



May 12, 2025

Skillings

5016 Lacey Boulevard SE  
Lacey, WA 98503

Attention: Ian Lee

Subject: **City of Olympia – Elliott Avenue Sidewalk & Water Main Relocation Engineering Services**  
Engineering Services Proposal (REV 1)

Dear John:

Thank you for this opportunity to submit our proposal for electrical engineering services for this project.

### **Project Description**

Improvements to Elliott Ave between Division Street and Crestline Blvd to provide improved pedestrian, bicycle, and vehicle access.

### **Scope of Services**

General: Our scope of work is for systems covered under Division 26 (electrical power, lighting) of the Construction Specification Institute (CSI) Manual of Practice.

Design Phase: Provide electrical engineering, design, drawings, and technical specifications for our scope. Elements of our work includes:

- Coordinate with city and private utilities requirements to relocate overhead power and telecommunications systems to allow for new bike lane and pedestrian sidewalk.
- Review options to relocate utility power poles and reconnect existing overhead building services, or relocate utilities below grade and refeed buildings.
- Coordinate design revisions with facility owners to reduce utility blackouts.
- Remove existing roadway lighting from existing utility power poles.
- Provide lighting analysis to install roadway and pedestrian lighting to meet new improvements per city standards using Visual lighting software.
- Street lighting shall use the current WSDOT Specifications and standards.
- Submissions at 30%, 60%, 90% and 100% construction documents including cost estimate.
- Construction phase services consist of bidding phase, submittal reviews, answering RFI's, and site visits for construction review and project close out.

Construction Support Services: Elements would include:

- Bidding Phase Support
- Review of product submittals and shop drawings
- Responding to contractor questions & RFI's

1111 Fawcett Avenue, Suite 100 • Tacoma, Washington 98402  
T 253.383.3257 • F 253.383.3283 • [general@hultzbhu.com](mailto:general@hultzbhu.com)

May 12, 2025

Skillings

City of Olympia – Elliott Avenue Sidewalk & Water Main Relocation Engineering Services

Engineering Services Proposal (REV 1)

Page 2 of 5

- Review of material substitutions.
- Assist with change orders.
- Attend 6 site meeting and 10 virtual meetings.
- Performing onsite visits for construction review and project close out.
- Review closeout items (O&M manuals, as-builts)

### **Proposed Fee**

We propose to provide our services on an hourly charge basis, not to exceed our fee unless we have prior permission. Proposed not-to-exceed fee: \$ 99,580

Expected breakdown by phase:

Design Phase:	\$ 73,700
Bid Phase:	\$ 6,500
Construction Phase:	<u>\$ 19,550</u>
Total	\$ 99,580

We assume that the existing buildings will be refed from overhead connections and 2 underground connections after utility pole relocation. Additional utility conversions from overhead to underground will be additional not-to exceed fee of \$3,500

Hourly rates are based on our approved WSDOT ANTE table: Principal \$223.89/hr; Associate Principal \$195.94/hr; Senior Engineer II \$151.35/hr; Senior Engineer I \$146.70/hr; Project Engineer II \$137.38/hr; Project Engineer I \$130.40; Project Manager \$128.07/hr; Designer III \$106.41/hr; Drafter III \$93.14/hr; Drafter II \$88.48/hr; Clerical \$81.50/hr.

### **Assumptions/Qualifiers**

1. We assume we will be provided AutoCAD (or Revit) compatible backgrounds
2. If there are Owner standards we are to adhere to, we will be provided those prior to starting our design.
3. Electrical metering of existing loads is not included.
4. No utility locates are included in our scope.
5. As-built drawings will be provided by the city and utilities.
6. The owner will review our progress set for conformance with city requirements.

We appreciate this opportunity to work with you.

ACCEPTED BY CLIENT:

By: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

May 12, 2025

Skillings

City of Olympia – Elliott Avenue Sidewalk & Water Main Relocation Engineering Services

Engineering Services Proposal (REV 1)

Page 3 of 5

### **Terms and Conditions**

1. **COMPENSATION:** As full compensation for satisfactory performance of the work, CLIENT shall pay the ENGINEER the compensation as cited in the proposal, and the payment provisions of this Agreement.
2. **BILLING AND PAYMENT:**
  - a. **Invoicing:** ENGINEER shall submit to CLIENT at the end of each calendar month ENGINEER's invoice for Work performed during such month. The invoice shall indicate the general nature of the work being billed for, and shall be done on a percentage basis (i.e. a percentage complete) for lump sum fees, or on an hourly charge basis (i.e. for time incurred) for hourly fees.
  - b. **Payment and Interest:** Each such invoice will be paid within forty-five (45) days of the date of the invoice. Payments not received by the ENGINEER within that time period subject to interest at the rate of 1% per month on the past due amount plus any attorney costs and others costs incurred to obtain payment. The right to charge and collect interest is in addition to, and not a substitution for, the right to suspend or terminate in the event of the CLIENT's failure to make timely payments.
  - c. **Payment Breach:** If the CLIENT fails to pay within fourteen (14) days after the above required payment date, this shall constitute a material breach of this Agreement, and the ENGINEER may, at any time, and without waiving any other rights against the CLIENT and without incurring any liability to the CLIENT, suspend services or terminate this Agreement, and proceed with legal options to obtain payment.
  - d. **Invoice Disputes:** If the CLIENT objects to any billed amount, the CLIENT shall notify the ENGINEER in writing within fourteen (14) days of the invoice date. The CLIENT shall pay amounts that are not in dispute. CLIENT shall pay interest (as stated above) on all disputed invoice amounts resolved in the ENGINEER's favor and unpaid for more than forty five (45) days.
3. **INDEMNITY:**
  - a. **Engineer Indemnify:** The ENGINEER shall indemnify the CLIENT (along with its officers, directors, and employees) against damages, losses, and liability, including reasonable attorneys' fees and expenses recoverable under applicable law, to the extent they are caused by the negligent acts or omissions of the ENGINEER or its Support in the performance of professional services under this Agreement.
  - b. **Client Indemnify:** The CLIENT shall indemnify the ENGINEER (along with its officers, directors, and employees) against damages, losses, and liability, including reasonable attorneys' fees and expenses recoverable under applicable law, to the extent they are caused by the negligent acts or omissions of the CLIENT or its consultants under this Agreement.
4. **RISK ALLOCATION:** In the execution of its services, the ENGINEER will exercise its best professional judgment. No other warranties, expressed or implied, are given. CLIENT recognizes the inherent risk of construction projects and claims associated with the service to be provided by ENGINEER. In partial consideration of ENGINEER's commitment to perform the services under this Agreement, CLIENT and ENGINEER agree to limit the aggregate amount of damages the CLIENT may recover against the ENGINEER arising under or related to this Agreement to the amount of compensation paid to the ENGINEER.
5. **DISPUTES:** Any dispute between the CLIENT and the ENGINEER arising out of or relating to this Agreement shall be submitted to non-binding mediation. Prior to commencing litigation against the ENGINEER, the CLIENT shall provide the ENGINEER with written notice of the CLIENT's claim(s) setting forth the nature of the dispute and the



May 12, 2025

Skillings

City of Olympia – Elliott Avenue Sidewalk & Water Main Relocation Engineering Services

Engineering Services Proposal (REV 1)

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CLIENT's claim(s), the amount in controversy, a brief summary of the factual circumstances surrounding such dispute and claim(s), and a statement of the CLIENT's intention to commence litigation. Unless the CLIENT and the ENGINEER subsequently agree otherwise in writing, the mediation will be conducted under the auspices of the American Arbitration Association acting under its Construction Industry Mediation Rules. Each party shall pay one-half of the mediator's charges and one-half of the mediation service's charges.

6. OPTIONAL TERMINATION:

- a. Notice: This Agreement may be terminated by either party upon seven (7) days written notice.
- b. Client Termination: In the event of the CLIENT terminates the Agreement, the ENGINEER shall be paid for all Work completed up to the termination notice date.
- c. Engineer's Termination: In the event the ENGINEER terminates the Agreement, the ENGINEER shall be paid for all Work completed up to the termination notice date. The ENGINEER shall (upon request from CLIENT) provide copies to CLIENT of all drawings, specifications, and similar items of work developed for this Project.

7. MISCELLANEOUS:

- a. Strict Performance Failure: CLIENT's or ENGINEER's failure or delay to insist upon strict performance of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions, rights or remedies in that or any other instance; rather the same shall be and remain in full force and effect.
- b. Entire Agreement: This Agreement embodies the entire agreement between CLIENT and ENGINEER, and supersedes any and all prior agreements, regarding the Work. No change, amendment or modification of any provisions of this Agreement shall be valid unless set forth in a written instrument signed by the parties of this Agreement.
- c. Changes and Adjustment: CLIENT may make changes in the Project which cause the ENGINEER to incur added costs in performing the work. In the case of such changes an equitable adjustment in the compensation to the ENGINEER and in the schedule for the performance of the Work shall be made to reflect such a change.
- d. Representatives: The representative and contact for CLIENT and ENGINEER shall be the individuals signing this agreement. All project direction and communication shall be through these individuals unless amended in writing to be different. Information from the project's architect shall be deemed the same as coming from the CLIENT.
- e. Document Ownership: The drawings, specifications, reports and related items produced by the ENGINEER are instruments of service and shall remain the property of the ENGINEER. The CLIENT shall be permitted to retain copies of these drawings, specifications, reports and related items produced by the ENGINEER for use on this Project only; these items shall not be used for any other Project without permission of the ENGINEER.
- f. Construction Phase Waiver: If the CLIENT declines to retain the ENGINEER to perform construction phase services, then the Client waives any claim that might otherwise be made against the Consultant (or its officers, directors or employees) arising out of or related to use of the ENGINEER's Work, except to the

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extent that the CLIENT establishes that the claim against the ENGINEER would have existed even if the ENGINEER had performed construction phase services.

Sincerely,

**Hultz | BHU Engineers Inc.**

A handwritten signature in black ink, appearing to read 'Neil Morse', with a long horizontal flourish extending to the right.

Neil Morse



**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)

November 8, 2023

Hultz BHU Engineers, Inc.  
1111 Fawcett Avenue, Suite 100  
Tacoma, WA 98402

Subject: Acceptance FYE 2022 ICR – Risk Assessment Review

Dear Rick Hultz:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2022 ICR of 102.85% of direct labor. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards,

*Schatzie Harvey*

[Schatzie Harvey \(Nov 8, 2023 15:36 PST\)](#)

SCHATZIE HARVEY, CPA  
Contract Services Manager

SH:leg

### Actuals Not to Exceed Table (ANTE)

[illegible]

**Exhibit "C"**

**STATEMENT OF COMPLIANCE WITH NONDISCRIMINATION REQUIREMENT**

The Olympia City Council has made compliance with the City's *Nondiscrimination in Delivery of City Services or Resources* ordinance (OMC 1.24) a high priority, whether services are provided by City employees or through contract with other entities. It is important that all contract agencies or vendors and their employees understand and carry out the City's nondiscrimination policy. Accordingly, each City agreement or contract for services contains language that requires an agency or vendor to agree that it shall not unlawfully discriminate against an employee or client based on any legally protected status, which includes but is not limited to: race, creed, religion, color, national origin, age, sex, marital status, veteran status, sexual orientation, gender identity, genetic information, or the presence of any disability. Unlawful discrimination includes transphobic discrimination or harassment, including transgender exclusion policies or practices in health benefits.

Listed below are methods to ensure that this policy is communicated to your employees, if applicable.

- Nondiscrimination provisions are posted on printed material with broad distribution (newsletters, brochures, etc.).
- Nondiscrimination provisions are posted on applications for service.
- Nondiscrimination provisions are posted on the agency's web site.
- Nondiscrimination provisions are included in human resource materials provided to job applicants and new employees.
- Nondiscrimination provisions are shared during meetings.

**Failure to implement at least two of the measures specified above or to comply with the City of Olympia's nondiscrimination ordinance constitutes a breach of contract.**

By signing this statement, I acknowledge compliance with the City of Olympia's nondiscrimination ordinance by the use of at least two of the measures specified above.

Patrick Skillings  
(Signature)

06/30/2025  
(Date)

Patrick E. Skillings, PMP  
Print Name of Person Signing

**Alternative Section for Sole Proprietor:** I am a sole proprietor and have reviewed the statement above. I agree not to discriminate against any client, or any future employees, based on any legally protected status.

\_\_\_\_\_  
(Sole Proprietor Signature)

\_\_\_\_\_  
(Date)

***Exhibit "D"***  
**EQUAL BENEFITS COMPLIANCE DECLARATION**

**Contractors or consultants on City agreements or contracts estimated to cost \$50,000 or more** shall comply with Olympia Municipal Code, Chapter 3.18. This provision requires that if contractors or consultants provide benefits, they do so without discrimination based on age, sex, race, creed, color, sexual orientation, national origin, or the presence of any physical, mental or sensory disability, or because of any other status protected from discrimination by law. Contractors or consultants must have policies in place prohibiting such discrimination, prior to contracting with the City.

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I declare that the Consultant listed below complies with the City of Olympia Equal Benefits Ordinance, that the information provided on this form is true and correct, and that I am legally authorized to bind the Consultant.

SKILLINGS, INC.

Patrick Skillings  
Patrick E. Skillings, PMP  
Executive Vice President

06/30/2025  
Date