

**AGREEMENT TO PERFORM GOVERNMENTAL ACTIVITIES**  
**Between**  
**THURSTON COUNTY**  
**And**  
**PUBLIC UTILITY DISTRICT NO. 1 OF THURSTON COUNTY**

THIS AGREEMENT is entered into in duplicate originals between Thurston County, hereinafter “County,” and the Public Utility District No. 1 of Thurston County, hereinafter “PUD,” referred to collectively as “Parties”.

WHEREAS, the County is planning a road project entitled **Country Club Road at Green Cove Creek Culvert Replacement (CP# 63023)**, hereinafter “County Road Project;” and

WHEREAS, the County Road Project will include the removal of an embankment that contains a PUD water main and construction of a two-lane road bridge that will accommodate a new PUD water main; and

WHEREAS, the PUD has a 6” watermain that is part of Country Club 679 water system located in a county road that will need to be replaced due to the County Road Project, and additionally, within the limits of the County Road Project, the PUD desires the County to include certain utility work, including water main removal, installation of a temporary main, installation of a replacement water main, and other associated work, collectively hereinafter “Utility Work”; and

WHEREAS, the PUD has a Franchise Agreement with the County, and the PUD is solely responsible for all costs associated with the Utility Work; and

WHEREAS, the Utility Work shall include all design, permitting, materials, equipment, labor administration and any other efforts required to perform the design and construction of the Utility Work; and

WHEREAS, the County and the PUD have negotiated the Scope of Work and Cost Estimate for the Utility Work to be included in the County Road Project as set forth in this Agreement; and

WHEREAS, it is to the mutual advantage of the County and the PUD to cooperate in the County Road Project, as described herein, in order to make the most efficient use of their powers to provide services and facilities needed by the citizens served by each agency; and

WHEREAS, RCW 39.34.080 authorizes a public agency to contract with another public agency to perform any governmental activity that each public agency is authorized by law to perform; and

WHEREAS, it is deemed to be in the best public interest for the County to include the items of Utility Work in the County’s Road Project;

NOW, THEREFORE, pursuant to chapter 39.34 RCW and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof,

IT IS MUTUALLY AGREED BY THE COUNTY AND THE PUD AS FOLLOWS:

### **1. PLANS AND SPECIFICATIONS**

- 1.1. The County, through its selected Consultant, agrees to perform the design and permitting of the Utility Work, in accordance with the Scope of Work set out in Exhibit A, Cost Estimate set out in Exhibit B, and Plans and Specifications that will be completed by the County Consultant in collaboration with the PUD, all of which are attached hereto and by this reference incorporated into this Agreement.
- 1.2. The Plans and Specifications for the Utility Work will be prepared by the County's Consultant and reviewed and approved by the PUD. The County will incorporate these Plans and Specifications in the County Road Project.

### **2. CONSTRUCTION, INSPECTION, AND WORK ACCEPTANCE**

- 2.1. The County shall require its Contractor to construct the Utility Work in accordance with the PUD approved Plans and Specifications, and the County will consult with the PUD inspector prior to accepting the Utility Work.
- 2.2. The PUD shall furnish an inspector for the Utility Work. The inspector shall be available during the entire construction phase of the Utility Work. Any costs for such inspections shall be borne solely by the PUD. The PUD agrees to follow the inspection process as provided in Exhibit A.
- 2.3. The County shall promptly notify the PUD in writing when the Utility Work is started and completed.
- 2.4. The PUD shall, within ninety (90) calendar days of being notified that the Utility Work is completed: (a) deliver a letter of acceptance to the County which shall include a release and waiver of all future claims or demands, of any nature, resulting from the County's performance of the Utility Work under this Agreement, or (b) deliver to the County written notification, listing all reasons for withholding acceptance.
- 2.5. If the PUD does not respond within ninety (90) calendar days, the Utility Work will be deemed accepted by the PUD, and the County shall be released from all future claims and demands resulting from its performance of the Utility Work under this Agreement.
- 2.6. The PUD and the County will respond in writing within ten (10) business days to each other's written inquiries and requests, unless otherwise specified in Exhibit A.

### **3. COST LIABILITY AND PAYMENT**

- 3.1. The County and the PUD agree to comply with all federal, state and local laws, ordinances, regulations, and rules applicable to the tasks to be performed under this Agreement.
- 3.2. The PUD agrees that it shall be responsible for the actual direct and related indirect costs, including contract administration and overhead costs, associated with the Utility Work. The Cost Estimate for the Consultant design of the Utility Work is \$91,654.77 as provided in Exhibit B. The Cost Estimate for the construction of the Utility Work shall be determined upon completion of the design and shall be incorporated into this Agreement.

- 3.3. The PUD agrees that the Cost Estimate is an estimate only and summarizes the anticipated costs for both the County and the Consultant and Contractor and may not be sufficient to complete the Utility Work.
- 3.4. The PUD agrees that it is responsible for the bid price for the Utility Work, including, but not limited to, any increased costs resulting from differing site conditions, delays, inaccurate utility location information, and other circumstances beyond the control of either the County or the Contractor. If the Contractor has a right to additional compensation under the contract as it relates to the Utility Work, the PUD is responsible for payment of the additional compensation.
  - 3.4.1. If the bid price for the Utility Work exceeds the engineering estimate or available funds, the County and the PUD agree to promptly meet and confer, and the PUD reserves the right to bid the work separately at its own cost and expense. It will be the PUD's responsibility to address their facilities in conformance with the franchise agreement such that the County Road Project may proceed as planned.
- 3.5. The PUD shall be responsible for any damages incurred or costs incurred by the County resulting from project delay claims by the Contractor due to issues pertaining to the Utility Work, but only if such delay claims arise directly from an act or omission of the PUD.
- 3.6. The PUD, in consideration of the faithful performance of the Utility Work to be done, agrees to pay the County the bid price for the Utility Work, including any change orders and any increased costs as provided in section 3.3. The County shall invoice the PUD on a monthly basis and provide supporting documentation, and the PUD agrees to make payment to the County within thirty (30) days of receipt of an invoice. The Parties agree that any payment will not constitute agreement as to the appropriateness of any item and that, at the time of final invoice, the Parties will resolve any discrepancies.
- 3.7. Should the PUD fail to make payment according to the terms of this Agreement, the County shall have the right to terminate this Agreement, charging the PUD for all associated costs of termination, including non-cancellable items, as well as associated project delay and contractor claims (but only if such delay or contractor claims arise directly from an act or omission of the PUD).

#### **4. RIGHT OF ENTRY; OWNERSHIP, OPERATION, MAINTENANCE AND REPAIR**

- 4.1. The PUD hereby grants to the County and its Contractor a right of entry upon all land in which the PUD has an interest for the purposes of performing the Utility Work.
- 4.2. Upon physical completion and acceptance of the Utility Work and the County Road Project, all ownership, operation, maintenance, and repair of the PUD's facilities shall be the sole responsibility of the PUD, at the PUD's sole cost and expense.
- 4.3. The County shall ensure the PUD has access to the Utility Work during construction.

#### **5. RELATIONSHIP OF THE PARTIES**

- 5.1. The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be

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employees or agents of the other Party. This agreement is for the benefit of the Parties, and no third-party beneficiary relationship is intended unless specifically set forth herein. No separate legal entity is created by this Agreement. No joint organization is created. No common budget is to be established. No personal or real property is to be jointly acquired or held.

## 6. DURATION

- 6.1. This Agreement shall commence upon its date of execution and shall continue until the County Road Project is completed and the Utility Work is completed and accepted, unless terminated sooner by the PUD or the County.

## 7. INDEMNIFICATION AND HOLD HARMLESS

- 7.1. The PUD and the County shall indemnify and hold harmless one another and their officers, officials, and employees from and shall process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages (both to persons and/or property), or costs, of whatsoever kind or nature, brought against the one Party arising out of, in connection with, or incident to the other Party's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of (a) the PUD and (b) the County, including their respective officers, officials, contractors, consultants, and/or employees, or involves those actions covered by RCW 4.24.115, this indemnity and hold harmless provision shall be valid and enforceable only to the extent of the negligence of the PUD or the County; and provided further, that nothing herein shall require the PUD or the County to hold harmless or defend the other or its officers, officials, and/or employees from any claims arising from that Party's sole negligence or that of its officers, officials, and/or employees. The terms of this section shall survive the termination of this Agreement and completion of the Utility Work. This indemnification and hold harmless provision only applies to third party claims.

## 8. GENERAL PROVISIONS

- 8.1. Dispute Resolution: Should disputes arise between the County and the PUD, the County Engineer and the PUD Engineer shall first meet to resolve said disputes. If the County Engineer and the PUD Engineer are unable to resolve the dispute, the County Manager and the PUD General Manager shall meet to resolve said disputes. This dispute resolution clause is not intended to waive any right either Party may have to pursue redress in the courts.
- 8.2. Governance: This Agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington. The provisions of this Agreement shall be construed to conform to those laws and shall be governed by those laws as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington. Each Party shall be responsible for its own attorneys' fees and costs.
- 8.3. Termination: This Agreement may be terminated upon sixty (60) days written notice given by either the PUD or the County. If this Agreement is so terminated prior to the fulfillment of the terms stated herein, the County shall be reimbursed for all actual direct and related indirect expenses and costs, including design engineering, permitting, construction engineering, contract administration and overhead costs incurred up to the date of termination, as well as the cost of non-cancellable

obligations and/or contractor claims relating to the termination of the Utility Work incurred by the County or its Consultant or Contractor.

- 8.4. Records and Audit: During the progress of the Utility Work and for a period of not less than seven (7) years from the date of final payment, both Parties shall maintain the records and accounts pertaining to the Utility Work and shall make them available for inspection and audit by the other Party and/or Federal Government, and copies of all records, accounts, documents or other data pertaining to the Utility Work will be furnished upon request. If any litigation, claim or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim or audit finding has been resolved even though such litigation, claim or audit continues past the seven-year retention period.
- 8.5. Amendment: This Agreement may be amended by the mutual agreement of the Parties. Such amendments or modifications shall not be binding, unless put in writing and signed by persons authorized to bind each of the Parties.
- 8.6. Waiver: A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the Party.
- 8.7. Severability: If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.
- 8.8. Entire Agreement: This Agreement, together with those documents incorporated herein by reference, sets forth all terms and conditions agreed upon by the PUD and the County and supersede any prior agreements oral or otherwise with respect to the subject matter addressed herein.
- 8.9. Recording: Prior to its entry into force, this Agreement shall be filed in accordance with RCW 39.34.040.
- 8.10. Notice: Any notice required under this Agreement shall be to the Party at the address listed below and shall become effective three (3) days following the date of deposit in the United States Postal Service:

PUBLIC UTILITY DISTRICT NO. 1  
OF THURSTON COUNTY  
Attention: PUD Engineer  
1230 Ruddell Rd SE  
Lacey, WA 98503

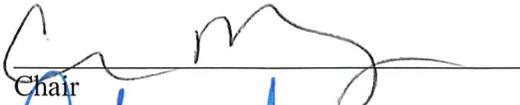
THURSTON COUNTY  
PUBLIC WORKS  
Attention: County Engineer  
9605 Tilley Rd Suite C  
Olympia, WA. 98512

- 8.11. Preamble: The preamble to this Agreement is not a mere recital of facts but consists of binding and agreed upon statements that form the basis of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date of the last authorizing signature below.

Board of County Commissioners  
Thurston County, Washington

Public Utility District No. 1 of Thurston County

  
Chair

  
General Manager

  
Vice-Chair

Date: 5-24-23

  
Commissioner

Date: June 13, 2023

ATTEST:

ATTEST:

  
Clerk of the Board

  
Clerk of the Board

Approved as to Form:

Approved as to form:

JON TUNHEIM  
PROSECUTING ATTORNEY

By: \_\_\_\_\_  
Deputy Prosecuting Attorney

By: \_\_\_\_\_  
PUD Attorney

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date of the last authorizing signature below.

Board of County Commissioners  
Thurston County, Washington

Public Utility District No. 1 of Thurston County

\_\_\_\_\_  
Chair

John Woodruff  
General Manager

\_\_\_\_\_  
Vice-Chair

Date: 5-24-23

\_\_\_\_\_  
Commissioner

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

ATTEST:

ATTEST:

\_\_\_\_\_  
Clerk of the Board

Karin Miller  
Clerk of the Board

Approved as to Form:

Approved as to form:

JON TUNHEIM  
PROSECUTING ATTORNEY

By: Karen Horan  
Deputy Prosecuting Attorney

By: \_\_\_\_\_  
PUD Attorney

## **EXHIBIT A: SCOPE OF WORK**

Utility Work shall consist of the removal of the PUD owned water main within the limits of the Project, installation of a temporary water line to serve PUD customers during construction, installation of the permanent water line, together with all appurtenances, and removal of the temporary water main with its supports.

### **I. DESIGN and DEVELOPMENT OF PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)**

The County shall be the lead agency to ensure the design is done in accordance with County and PUD standards and will include the completed PS&E for the Utility Work are in the County's call for sealed bids for the Project construction. The County intends to enter into an agreement with the consulting firm HDR Engineering, Inc. (HDR) to create the PS&E for the County Road Work and the Utility Work. PUD will be given the HDR scope of work and cost proposal for review and acceptance. All Utility Work costs will be paid by PUD.

This work shall encompass:

- Design of temporary and permanent relocation of water utility crossing within the limits of the County Road Project. This includes the temporary supports for the temporary water main.
- All design and specification work associated with abandoning the existing asbestos concrete water main and all regulatory approvals that may be necessary.
- Coordination with PUD for design review.
- Design of the permanent water main to be affixed to the County bridge structure and shall include approaches as necessary. Pipe sizes, materials, and appurtenances shall be agreeable to Thurston PUD.
- As a minor component of roadway removal and bridge installation, water utility related work will fall within the general regulatory, environmental, public and tribal outreach, traffic control, and restoration work scope of the County Road Project with the exception of any water utility specific submittals to the Washington State Office of Drinking Water (WSODW). PUD shall be responsible for submitting to WSODW all necessary information and obtaining all necessary approvals in a timely manner.
- The County will submit design drafts to the PUD for review and comment at approximately 30%, 60% and 90%. The PUD agrees to review and comment in a timely manner but will strive to do so within two (2) weeks of receipt from the County.
- The County will advise PUD on the anticipated advertisement for bids and bid opening dates.

Attached is Exhibit A-1 HDR Scope of Services Country Club Road NW Culvert Replacement Final Engineering Task Order 31, with Task 5 of the Scope of Services covering the Utility Work Scope of Services (titled Task 5-Waterline Design).

### **II. CONSTRUCTION**

The County will prepare a single bid packet for the County Road Project that includes the Utility Work and will be responsible for bidding and award of the County Road Project. In soliciting and bidding the County Road Project:

- The County will confer with the PUD prior to award.
- The County will enter into a contract with the responsible Contractor submitting the lowest responsive bid for the entire bid after reviewing the bids with PUD.

- The County will hold a pre-construction meeting with the selected Contractor and invite PUD.

### ***PUD Responsibilities***

1. Any direction the PUD wishes to give the Contractor shall be relayed to and through the County Project Manager or County Inspector. The County will timely consult with the PUD in good faith to determine the appropriate action to be taken with the Contractor.
2. The PUD will have an inspector available at all reasonable times during the construction of the Utility Work, and the County will consult with the PUD Inspector or Engineer on said Utility Work. The PUD Inspector will be given reasonable notice of evolution of the Utility Work in order to be present onsite as reasonably necessary. The PUD Inspector will be provided an opportunity to review the County Inspector's Individual Daily Report form on a weekly basis. The PUD's Inspector will be given the opportunity to provide additional written comments. The PUD will provide the County with the opportunity to examine and provide additional written comments on PUD's inspection documentation. The PUD will apprise the County Inspector of any issue involving the Utility Work upon the PUD becoming aware of the issue.
3. The PUD Inspector will work with the County Inspector to develop weekly quantity calculations for Utility Work that will be used to calculate the monthly pay estimate to generate the monthly payment to the Contractor.
4. The PUD agrees that it shall be responsible for all costs associated with:
  - A. All work necessary for the complete abandonment of the existing water main, installation and removal of the temporary water main, and installation of the permanent water main, including traffic control.
  - B. Utility Work materials, material approvals, compaction testing and acceptance attributable to the installation of the Utility Work together with all trench compaction and materials testing.
  - D. The one-year warranty bid item for materials and workmanship for Utility Work.
5. The PUD shall collaborate with the County on the Utility Work to establish dates of "substantial completion," "physical completion," and "completion date" as defined in the Project contract documents.
6. The PUD shall prepare punch list items for all walk throughs in a timely manner.
7. The PUD will keep construction red line drawings for Utility Work and provide them to the County for incorporation with County documentation into the record drawing creation. All costs associated with work provided by the County for creation of the Utility Work record drawings shall be paid by the PUD.
8. The PUD shall provide a direct contact for responding to citizens' questions and requests for information that is related to the Utility Work.

### ***County Responsibilities***

1. The County will seek instruction from the PUD Inspector on any questions the Contractor or County may have on the Utility Work. The County will apprise the PUD Inspector of any issue involving the Utility Work upon the County becoming aware of the issue.

- The PUD Inspector monitoring the contract shall at all times have access to the work and the Contractor shall provide proper facilities for such access and inspection. Such inspection shall not relieve the Contractor of the responsibility of performing the work correctly; all material or work approved and later found to be defective shall be replaced by the Contractor as required by the contract documents without cost to the PUD or County.

3. The County will submit the County Road Project Plans, Specifications, and the Cost Estimate to PUD for review and acceptance prior to finalizing the bid documents. If the County and PUD cannot come to agreement on the PS&E and estimated cost, the County will remove the PUD Utility Work from the Project contract and the PUD will be responsible for all County costs to date and all necessary work in accordance with the franchise agreement.

4. The County will enter into a contract with a Contractor for construction of the County Road Project that includes the Utility Work and PUD Road Work and will administer the contract with the Contractor.

5. The County will invite the PUD to all construction meetings and to all substantial completion and final completion walk throughs. The County will incorporate PUD punch list comments in an overall County Road Project punch list, as appropriate for each schedule of the County Road Project.

6. The County Inspector will give copies of the Individual Daily Reports and weekly quantity calculations for the Utility Work and PUD Road Work to the PUD Inspector.

7. The County will include in the bid documents an item for a one-year warranty covering materials and workmanship for Utility Work and PUD Road Work.

9. The County will incorporate the PUD's red line drawings for the Utility Work and PUD Road Work into the County Road Project record drawings.

### ***General Provisions Applicable to Both County and PUD***

#### **1. Change Orders**

The County will advise the PUD of any proposed change order(s) pertaining to the Utility Work as soon as possible and will provide PUD with a reasonable opportunity to review, comment, and approve the change order prior to approval as provided below. The PUD reserves the right to propose change orders as reasonably necessary to the County, who will timely review and comment on the same. The PUD and County recognize two types of change orders: (A) Required and (B) Elective.

(A) *Required* change orders involve such changes in the work, work methods, working days, or quantities necessary to satisfactorily complete the scope of the advertised Project. All other change orders shall be considered elective. The County reserves the right to direct the Contractor prior to PUD approval of a required change order when, in the opinion of the County, direction is needed to address an emergency, there is a safety issue, or when the failure to make an immediate decision will result in undue added contract costs. The County shall promptly advise the PUD of any required change orders approved based on an emergency. Required change orders must have prior written approval of the PUD before execution, unless one or more of the conditions listed above apply. In such cases written concurrence from PUD may be obtained after execution.

(B) *Elective* change orders are anything other than required change orders that impact PUD costs and/or Utility Work. Elective change orders must have prior written approval of the PUD before execution.

#### **2. Progress Reports, Pay Estimates, and Invoicing**

A. Monthly Progress Updates. The County will provide the PUD with monthly updates to the construction schedule.

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B. Monthly Pay Estimates/Review. The County will prepare a monthly Pay Estimate and will provide a copy to the PUD Inspector for review. The Pay Estimate will show the estimated material quantities and the actual material quantities. The PUD will have five (5) business days to review the Pay Estimate before the County processes it. If the PUD and/or Contractor have issues with the PUD's portion of the Pay Estimate, the County will facilitate a discussion. Any dispute shall be resolved according to the Dispute Resolution provision.

C. Monthly Invoicing. The County shall invoice the PUD on a monthly basis and provide supporting documentation. Supporting documentation shall include a breakdown of PUD costs and County costs to be reimbursed by the PUD. The PUD agrees to make payment to the County within thirty (30) calendar days of receipt of an approved invoice.



**PUBLIC WORKS**

9605 Tilley Road S, Suite C | Olympia, WA 98512-1093  
Office: (360) 867-2300 | TDD line: 711 or 1 (800) 833-6388

Jennifer D. Walker, Director

February 7, 2023

HDR Engineering, Inc.  
905 Plum St., Suite 200  
Olympia, WA 98501

Dear Ty Johnson:

RE: Engineering and Professional On-Call Services Contract 034-2018-084  
Task Order 31 – Country Club Rd Culvert Replacement - Final Engineering (CP# 63023)

**Notice to Proceed**

Public Works has reviewed the scope, schedule and fee estimate dated 1/16/2023 prepared by HDR Engineering, Inc. (attached) for Contract Task Order 31 – Country Club Rd Culvert Replacement - Final Engineering (CP# 63023).

As authorized by the Board of County Commissioners, Public Works hereby accepts this proposal and provides Notice to Proceed with the work (Tasks 1-7 and 10) as Task Order 31 of the referenced On-Call Consultant Services Contract.

The work will be performed at a Not to Exceed amount of \$516,729.95.

The period of performance will be 180 calendar days from the execution date of this Notice to Proceed in accordance with the attached schedule.

Should you have any questions, please contact Marcus Storvick, 360-867-2283, [marcus.storvick@co.thurston.wa.us](mailto:marcus.storvick@co.thurston.wa.us).

We look forward to working with you towards a successful project.

Sincerely,

Jennifer D. Walker, PMP  
Public Works Director

MS

cc: Scott Lindblom, P.E., County Engineer  
Theresa Parsons, P.E., Engineering Project Manager

**Exhibit A**  
**Scope of Services**  
**Country Club Road NW Culvert Replacement**  
**Final Engineering**  
**Task Order 31**

**Engineering Consulting Services**

**I. Introduction**

During the term of this AGREEMENT, HDR Engineering, Inc. (CONSULTANT) shall perform professional services for Thurston County (COUNTY).

The work under this AGREEMENT consists of the services to development Bid ready documents for the Country Club Culvert Replacement Project (CP# 63023) for a road bridge providing appropriate fish passage for Green Cove Creek under Country Club Road, following WDFW design guidelines and Thurston County design standards. HDR has previously prepared an alternative analysis, the permit drawings and 30% design drawings for this Project under County Task Order #26.

**II. General Project Information**

The COUNTY proposes to replace the existing culvert with a bridge to improve a fish passage crossing and allow water to pass through without backing up under Country Club Road in Olympia, Washington. Under this, the CONSULTANT will prepare final plans, specifications, and estimate (PS&E) for the COUNTY'S preferred alternative, Road Bridge as selected in the Alternative Analysis dated September 21, 2022. During the term of this AGREEMENT, CONSULTANT shall perform professional services for the following:

- Prepare 60%, 90%, and Final bid ready PS&E documents.
- Prepare DRAFT and Final Stormwater Report.
- Bidding and Construction Support

The work is authorized by the Notice to Proceed from the Director of Public works attaching the agreed upon scope of work, schedule, and budget. Work on subsequent phases may be authorized in writing by supplementing this AGREEMENT with an amendment, after negotiation of a scope, schedule, and budget.

The CONSULTANT's work expected duration after Notice to Proceed (NTP) is approximately six months. The CONSULTANT will perform the work tasks identified in Section IV of this document.

**III. Design Criteria**

The COUNTY has selected a preferred alternative for this Project. The development of the PS&E documents will be based on the 30% plans prepared for the COUNTY that are based on the design criteria set forth by the Washington Department of Fish and Wildlife (WDFW)

guidelines. The PS&E documents and Stormwater Site Plan shall be developed in accordance with the latest edition and amendments of the following publications as of the date of the signing of this AGREEMENT of the following documents. The CONSULTANT shall use

- COUNTY CAD standards.
  - Measurements will be in English units.
  - Drafting Standard: APWA/Thurston County
  - Datums:
    - Horizontal: Washington State Plane Coordinate System, South Zone
    - Vertical: NAVD 1988

***Thurston County Publications:***

- Thurston County Code of Ordinances
- Thurston County Road Standards – 2017 Edition
- CADD & Civil 3D User Guidelines
- Thurston County Drainage Design and Erosion Control Manual – June 2022 (DDECM)

***WSDOT Publications:***

- Standard Specifications for Road, Bridge and Municipal Construction, English edition (2022)
- Standard Plans
- Design Manual
- Local Agency Guidelines (as applicable)
- Bridge Design Manual
- Geotechnical Design Manual
- WSDOT Design Manual (September 2022)

***Washington Department of Fish and Wildlife Publications:***

- Water Crossing Design Guidelines (2013)
- Water Crossing Structure Drawing Checklist (2019)

***American Association of State Highway and Transportation Officials (AASHTO) Publications:***

- A Policy on Geometric Design of Highways and Street, (2011 Edition – “Green Book”)
- LRFD Bridge Design Specifications
- Roadside Design Guide
- Guidelines for Geometric Design for Very Low-Volume Local Roads (ADT ≤ 400)

***U.S. Department of Transportation (USDOT) Publications:***

- Manual on Uniform Traffic Control Devices for Streets and Highways

***U.S. Department of Agriculture (USDA) Publications:***

- Computational Design Tool for Evaluating the Stability of Large Wood Structures (2016)

***U.S. Army Corps of Engineers (USACE) Publications:***

- Drawing Checklist

**Federal Highway Administration (FHWA) Publications:**

- HEC-18: Evaluating Scour at Bridges (5th Edition)

**Other Publications:**

- Fox, Martin and Bolton, Susan. *A Regional and Geomorphic Reference for Quantities and Volumes of Instream Wood in Unmanaged Forests Basins of Washington Stat. North American Journal of Fisheries Management.* (2007).

Additional project specific criteria will be established in initial meetings with the County.

## **IV. Detailed Scope of Services**

### **TASK 1 - Project Management**

The purpose of this activity is to provide overall direction and control for the project. The CONSULTANT's project manager shall be responsible for administering the communication plan, including creation and updates of the project schedule, implementation of quality control measures, project reporting, project documentation, and overall performance of the project. Activities will include the following:

#### **Project Reporting/Project Management**

The CONSULTANT shall administer the project and coordinate with COUNTY to facilitate efficient progress and timely completion. Elements of work for this task include:

- Manage project activities
- Manage project budget and schedule
- Perform management and business reviews
- Prepare/submit monthly invoice/progress report to COUNTY project manager using County approved template.
- Regularly communicate with the County regarding activity progress and to provide regular transfer of information.
- Regularly communicate with subconsultants regarding design progress and to provide regular transfer of information.
- Coordination meetings with the COUNTY.
- Biweekly meetings with the Subconsultants.

#### **Assumptions**

- Notice-to-proceed (NTP) for the Project is assumed to be given in January 2023.
- The project duration for Task 1 through 7 will be six (6) consecutive months after notice to proceed. Tasks 8 and 9 are optional tasks to be approved by the COUNTY at a later date.
- Coordination meetings will occur bi-weekly between the CONSULTANT and the COUNTY virtually for the project duration (six months). These meetings will include up to three CONSULTANT staff for a period of one hour each. Total of 12 meetings (36 hours). An additional one hour of time for one CONSULTANT staff is needed for preparation and meeting notes (12 hours).
- Biweekly meetings will occur between the CONSULTANT and Subconsultants for the project duration (six months) to facilitate transfer of information. These

meetings will include up to three CONSULTANT staff for a period of one hour each. Total of 12 meetings (36 hours).

### ***Deliverables***

- Monthly Progress Reports/Invoices (Assumes 6 Reports/Invoices) (pdf format)

### **Task 2 – Stormwater Site Plan**

The Consultant will prepare a Drainage Report documenting all the core requirements of the DDECM.

### ***CONSULTANT Services***

- Prepare DRAFT Drainage Report.
- Prepare FINAL Drainage Report.

### ***COUNTY Responsibilities***

- Provide up to two sets of conflict resolved consolidated comments on the DRAFT Drainage Report.

### ***Assumptions***

- The CONSULTANT will utilize the requirements set forth in the June 2022 Thurston County Drainage Design and Erosion Control Manual (DDECM). All eleven core requirements will be addressed as part of this task.
- CONSULTANT shall prepare a DRAFT Drainage Report following the outline provided in Volume I of the DDECM. The Drainage Report will be approximately 20-30 pages in length. The Report will include graphics which document analysis and assumptions.
- The CONSULTANT shall use the Western Washington Hydraulic Model (WWHM or MSG Flood) for preliminary sizing of both the water quality and flow control facilities.
- Conveyance analysis will be completed using Stormshed. The conveyance system will be evaluated using the Santa Barbara Unit Hydrograph Method (SBUH) for the 25-year, 24-hour storm event. The 100-year, 24-hour storm event will be modeled and evaluated for surcharge.
- The Construction Stormwater Pollution Prevention Plan will be included within the Drainage Report.
- An Operations and Maintenance Plan is required as part of this task order.
- The DRAFT Drainage Report will be submitted with the 60% PS&E deliverable.
- The COUNTY will provide one set of conflict resolved comments for the DRAFT Drainage Report
- FINAL Drainage Report will be submitted with the 90% PS&E deliverable.

### ***Deliverables***

- Comment response table prepared to resolve questions or comments from the
- DRAFT Drainage Report (pdf format).
- FINAL Drainage Report incorporating COUNTY review comments (pdf format).

### **Task 3 – Final Hydraulic Analysis**

The purpose of this activity is to perform the final hydraulic analysis of the proposed fish passage opening at Country Club Road. The CONSULTANT, under the task, shall prepare a DRAFT and FINAL Hydraulic Report (Report) documenting the analysis and minimum recommended opening sizing. This report shall build on the previously submitted Preliminary Hydraulic Report.

#### **CONSULTANT SERVICES**

- Update the proposed conditions steady state hydraulic model to reflect the latest updates in design.
- Perform a scour analysis using the results of the hydraulic model and pebble counts using the minimum hydraulic opening and not specific structure types. Scour analysis will follow HEC-18 methodology and be summarized in the Hydraulic Report. The scour analysis will be further refined from the Preliminary Hydraulic Report.
- Perform a detailed Large Woody material (LWM) stability analysis and provide recommendations using the results of the hydraulic model.
- Prepare a Draft and Final Hydraulic Report which includes the following, in addition to the information provided in the previously submitted Preliminary Hydraulic Report:
  - Revision of modeling development and assumptions section according to updates to the hydraulic model.
  - Revision of proposed modeling results.
  - Revision of anticipated impacts to 100-year water surface elevations.
  - Refinement of scour analysis
  - Refinement and detailed analysis of habitat complexity features, including a summary of LWM stability.
- Respond to consolidated review comments prepared by the COUNTY.

#### **COUNTY Responsibilities**

- Schedule and attend meeting to discuss DRAFT Hydraulic Report.
- Provide one set of consolidated review comments for the DRAFT Hydraulic Report within one week of submittal.

#### **Assumptions**

- Existing conditions hydraulic modeling will not need to be updated.
- No additional coordination will be needed with WDFW and tribal representatives.
- USDA Forest Service LWM stability excel calculation tool will be used.
- LWM design and associated stability will be coordinated with County to select stability parameters (design flow and factor of safety).
- DRAFT report to be submitted after 60% design drawing submittal.
- FINAL report to be submitted after 90% design drawing submittal and prior to Final PS&E Documents.

#### **Deliverables**

- DRAFT Hydraulic Report for Country Club Road fish passage improvements, approximately 20 pages, delivered electronically. (pdf format).
- Comment response table prepared to resolve questions or comments from the COUNTY on the DRAFT Preliminary Hydraulic Report. (pdf format).

- FINAL Hydraulic Report incorporating COUNTY review comments (pdf format)

#### **Task 4 – PS&E Development**

The CONSULTANT shall prepare 60%, 90%, and Final PS&E Documents for the construction of a road bridge.

#### ***CONSULTANT Services***

- Prepare 60%, 90% and Final Plans and Specifications.
- Provide Opinion of Probable Construction Costs OPCC Cost Estimate for 60%, 90% and Final deliverables.
- Provide quantity calculations in conformance with County standards to show the basis for estimating each quantity
- Perform QA/QC on deliverables.
- Prepare agenda and meeting notes form 60% and 90% review meetings.
- Coordinate and lead both the 60% and 90% review meeting with the County to discuss review comments.
- Attend up to two additional design review meetings as requested by the County.
- Provide consolidated responses, in comment response table, to all County and/or peer review comments.
- Attend final on-site walk thru meeting with the COUNTY prior to bidding.

#### ***COUNTY Responsibilities***

- Provide consolidated comments on the 60%, 90%, and Final PS&E documents.
- Attend the 60% and 90% review meeting.
- Coordinate and lead up to two (2) additional design review meetings.
- Coordinate and lead up to two (2) CAD review meetings between CONSULTANT and COUNTY drafters
- Provide Front End and Division 1 COUNTY Specifications and General Special Provisions that HDR will modify.
- Provide County OPCC Cost Estimate Template

#### ***SEI Responsibilities***

SEI will complete the following tasks to assist the design team in developing the 60%, 90%, and Final PS&E documents for the roadway bridge:

- Coordinate with the HDR team and attend up to four design review meetings.
- Coordinate final structure layout for items such as wingwalls and retaining walls.
- Prepare the structural design of bridge superstructure and substructure. Two SEI engineers will prepare independent calculations for the bridge structural elements, the first prior to the 60% submittal, and the second prior to the 90% submittal.
- Prepare quantity and cost estimate computations for the bridge structural items using WSDOT Standard Bid Items.
- Prepare technical specifications for the bridge structural items.
- Prepare the plans for the bridge structure. The structural plans are outlined in the below assumptions
- Prepare Load Rating Summary Form per WSDOT Bridge Design Manual

- Provide digital files for structural calculations including PGSuper files (as approved by the County)

### **Assumptions**

- Review meetings for both the 60% and 90% and additional design review meetings (up to 2 additional) will be held virtually and include 3 members of the CONSULTANT staff and will be 2 hours in duration. An additional hour of PM is required for Agenda and Meeting Notes. (60% and 90% Review meetings will be 7 hours total each) (Two additional design review meetings will total 14 hours).
- Attend final on-site walkthrough meeting with COUNTY prior to bidding This meeting will include up to 3 member of the CONSULTANT staff and will be 4 hours in duration.
- COUNTY has previously selected the preferred alternative for this task (Roadway Bridge) as part of Task Order 26.
- COUNTY has submitted for all permit applications and will obtain ALL required permits.
- COUNTY to provide Division 0 and 1 Example Specifications for HDR to modify.
- Specifications will be prepared as part of this task and are based upon the 2023 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction M41-10.
- 60% specifications submittal will be a list of required specifications.
- Drawings will be created in AutoCAD format using COUNTY standards.
- An OPCC for each deliverable will be prepared based upon the AACE International 18R-97 cost classification.
- The 30% drawings from Task Order 26 will be updated for 60%, 90% and Final Submittal.
- 60%. 90% and Final Design drawings will include the following drawings (The bold drawings were not submitted as part of Task Order 26 for the 30% Design):
  - Cover Sheet (1 Sheet)
  - **Index Sheet (1 Sheet)**
  - **Legend, Abbreviations, and General Notes (1 Sheet)**
  - Existing Site Plan (1 Sheet)
  - **Horizontal Control (1 Sheet)**
  - Site Plan (1 Sheet)
  - **Site Utility Plan (1 Sheet)**
  - **Grading and Drainage Plan (1 Sheet)**
  - **Illumination Plan (2 Sheets)**
  - Typical Stream Sections (2 Sheets)
  - Roadway Plan and Typical Section (1 Sheet)
  - **Roadway Cross Sections every 10ft (3 Sheets)**
  - Plan and Profile Driveway Wall (1 Sheet)
  - Stream Plan and Profile (2 Sheets)
  - Material Removal and Replacement Plan (1 Sheet)
  - Stream Bypass & Erosion Control Plan (1 Sheet)
  - Restoration Plan (1 Sheet)
  - Plan and Profile Bridge (1 sheet) (Sargent Engineers)
  - **Foundation Plan (1 sheet) (Sargent Engineers)**
  - **Abutment Plan (2 sheets) (Sargent Engineers)**
  - **Abutment Details (2 sheets) (Sargent Engineers)**
  - **Framing Plan (1 sheet) (Sargent Engineers)**
  - **Bridge Typical Section (1 sheet) (Sargent Engineers)**

- **Deck Plan (1 sheet) (Sargent Engineers)**
- **Girder Details (5 sheets) (Sargent Engineers)**
- **End Diaphragm (1 sheet) (Sargent Engineers)**
- **Traffic Barrier (3 sheets) (Sargent Engineers)**
- **Approach Slab (3 sheets) (Sargent Engineers)**
- **Bar List (1 sheet) (Sargent Engineers)**
- Drainage Details (1 Sheet)
- Roadway Details (1 Sheet)
- Traffic Control Plan (1 Sheet)
- Restoration Schedule & Details (2 Sheet)
- Streambed Details (1 Sheet)
- Stream Details (2 Sheets)
- **Staging Plan (1 Sheet)**
- **Temporary Excavation Plan (1 Sheet)**
- **Traffic Control and Detour Plan (2 Sheets)**
- **Miscellaneous Sheets (8 Sheets)**
- **Temporary Waterline Relocations (2 Sheets) (See Task 5).**
- **Waterline Plan and Profile (1 Sheet) (See Task 5)**
- **Waterline Civil Details (Up to 2 sheets) (See Task 5)**
- **Waterline Structural Details (2 sheets) (See Task 5)**
- **Temporary Support Framing Plan (1 sheet) (See Task 5) Sargent Engineers)**
- **Temporary Support Foundation Plan (1 sheet) (See Task 5) (Sargent Engineers)**
- **Temporary Support Details (2 sheets) (See Task 5) (Sargent Engineers)**
- **Bridge Attachment Details (2 sheets) (See Task 5) (Sargent Engineers)**

### ***Deliverables***

- Comment response table prepared to resolve questions or comments from the COUNTY PUD on the 60% and 90% and Final PS&E.(pdf format).
- 60%, 90%, and Final Bid Ready Plans (22 x 34) (pdf format).
- 60%, 90%, and Final Bid Ready Specifications (pdf format).
- 60%, 90%, and Final OPCC (pdf format)
- 60% and 90% agenda and meeting notes (pdf format)
- Digital files and Cad files as requested by the County for Final deliverable.
- Estimated quantity calculations illustrating how each quantity was calculated for each bid item. Validate that all quantities that are intended to be incidental to a bid item are identified in the specifications and in the quantity calculations.
- XML file of all finished grade and existing ground. These files will be used for construction staking and shall be sufficient to stake all features a contractor will need to build the project. These will include, but not be limited to, flow line, top of curb, storm drainage structures, abutments, shafts, waterline, guard rail, etc to County standards. In the initial meeting with County staff to ensure County CAD standards are met and that the data meets County standards for construction staking.

### ***Landau Responsibilities***

Landau will complete one geotechnical boring at each final abutment location extending 20 ft below the tip elevation of the drilled shafts. A groundwater monitoring well will be

installed in each boring and Landau will return to the site two times to record groundwater levels. Landau will monitor the borings on a full-time basis and maintain a detailed log of the conditions observed. Landau will subcontract the drill rig and operator. Landau will also complete geotechnical design of drilled shaft foundations, to include axial capacities and lateral resistance parameters in accordance with WSDOT GDM and AASHTO LRFD design requirements.

### ***Assumptions***

- The purpose of the borings is to meet WSDOT GDM requirements and provide information for bidding.
- Complete up to 10 combined analyses on samples collected at depth.

### ***Deliverables***

- Boring logs, laboratory test results, and geotechnical recommendations for drilled shaft foundations will be incorporated into Landau's Draft and final geotechnical report (pdf format).

### **Task 5 - Waterline Design**

The CONSULTANT shall prepare PS&E for both the temporary and permanent waterline relocation for the road bridge alternative.

### ***CONSULTANT Services***

- Attend kickoff meeting with Thurston County PUD (PUD) and COUNTY Staff.
- Prepare 60%, 90%, and Final PS&E waterline drawings for COUNTY and Thurston County PUD (PUD) review.
- Incorporate Waterline design into Task 4 deliverables.
- Respond to consolidated review comments prepared by the COUNTY and PUD for the 60% and 90% and Final submittals (See Task 4).
- Attend 60% and 90% and Final review meetings with the COUNTY and PUD to discuss review comments (See Task 4).

### ***COUNTY Responsibilities***

- Coordinate directly with PUD for meetings and review comments.
- Attend kickoff meeting with HDR and PUD.
- Attend 60% and 90% review meeting with HDR and the PUD as part of Task 4.
- Prepare consolidated comments with the PUD as part of Task 4.
- Track Task 2.3 budget internally for reimbursement from the PUD.

### ***Assumptions***

- PUD will attend kickoff meeting and both 60% and 90% design review meetings with the COUNTY and HDR. Kickoff Meeting will be held virtually and attended by two CONSULTANT staff members. The Kickoff meeting will be two hours in duration. The 60% and 90% review meetings are part of Task 4.
- PUD will submit consolidated comments directly to the COUNTY.
- The temporary pipe will not be directionally bored.
- The temporary pipe will be 4-inches to 6-inches in diameter. If hydraulic modeling is required it will be done by the PUD. The PUD will provide the system pressures.

- The temporary/permanent piping will have isolation valves on both sides of the bridge along with blow off and air release valve(s) as necessary.
- The temporary pipe will be HDPE.
- There is asbestos concrete pipe removal and disposal for the existing watermain piping.
- The permanent pipe will be secured to the bottom of the road bridge.
- The permanent pipe affixed to the bridge will be Ductile Iron and require an insulated jacket for freeze protection.
- No cathodic protection is required.
- All other permanent pipe shall be buried within a trench and will be C900 PVC.
- A OPCC will be prepared based upon the AACE International 18R-97 cost classification for both the temporary and permanent piping and associated appurtenances.
- Drawings will be created in AutoCAD format using COUNTY standards.
- The 60%, 90% and Final contract plans are based upon the following five sheets:
  - Temporary Waterline Relocations (1 Sheet)
  - Waterline Plan and Profile (1 Sheet)
  - Waterline Civil Details (Up to 2 sheets)
  - Waterline Structural Details (2 sheets)
- Specifications will be prepared as part of this task and are based upon the 2023 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction M41-10.

### ***SEI Responsibilities***

SEI will complete the following tasks to assist the design team in developing the 60%, 90%, and Final PS&E documents for the temporary and permanent utility supports:

- Coordinate with the HDR team and attend up to four design review meetings.
- Prepare structural design for the temporary support of utilities during culvert replacement.
- Prepare quantity and cost estimate computations for the utility structural items using WSDOT Standard Bid Items.
- Prepare technical specifications for the utility structural items.
- Prepare structural details for the temporary support of utilities during culvert replacement (temp. foundations, support framing).
- Prepare structural details for the permanent attachment of utilities to the new bridge structure (hangers, deck inserts, structure blockouts).
- Structural plans & details for utility supports

### ***SEI Assumptions***

- Determination of pipeline weight, pressure, expansion/contraction, and thrust forces will be completed by others.
- No more than two temporary utility support structures will be designed.

### ***Landau Responsibilities***

- Evaluate shallow foundation support, temporary slope stability, and foundation setback/embedment criteria for the utility crossing.
- Review and comment on utility design drawings/concepts prepared by SEI.
- Prepare a brief geotechnical letter to document Landau's support for this task.

### ***Landau Assumptions***

- No more than two utility crossing elevations will be evaluated.

### ***Deliverables***

- DRAFT and FINAL Geotechnical Memorandum (pdf format).
- See Task 4

### **TASK 6 – Utility Coordination**

CONSULTANT to support the COUNTY as requested for utility coordination assuming 40 total hours of effort.

#### ***CONSULTANT Services***

- Support COUNTY with utility communications and coordination.
- Identify utility conflicts.

#### ***COUNTY Responsibilities***

- COUNTY to lead coordination with PSE and Lumen.
- COUNTY to request record drawings.

#### ***Assumptions***

- COUNTY to lead and attend meetings with PSE and Lumen.
- PSE & Lumen to provide to the COUNTY required system improvements.
- COUNTY to provide record drawings.
- Up to three (3) site meetings required by CONSULTANT for utility coordination.

#### ***Deliverables***

- Review DRAFT and FINAL utility agreement prepared by the COUNTY.
- CAD exhibit identifying all utility conflicts

### **TASK 7 – Basis of Design**

CONSULTANT to prepare a Basis of Design (BOD) report, up to 6 pages in length, that documents the project's design criteria assumptions, design process, and design decisions for the selected alternative.

#### ***SEI Responsibilities***

Sargent to provide a summary of the structural decisions made for the bridge and utility design during the PS&E development.

#### ***COUNTY Responsibilities***

- COUNTY will specify assumptions regarding design considerations including, but not limited to, roadway section, limitations on roadway closures and detours, utility coordination, etc.

#### ***Deliverables***

- Draft BOD Report (pdf format)
- Final BOD Report (pdf format)

### **TASK 8 – Bidding Support Services (Optional Task)**

The purpose of this task is to provide assistance to the COUNTY during the bidding phase of the project.

#### ***CONSULTANT Services***

- CONSULTANT will support COUNTY responding to technical questions.
- CONSULTANT will prepare addenda items.
- CONSULTANT will incorporate addenda items and create conformed documents for the Contractor.

#### ***COUNTY Responsibilities***

- The COUNTY will issue responses to questions received during the bidding phase.
- The COUNTY will issue all Addenda.
- The COUNTY will conduct the bid opening and prepare the Bid Tabulation.
- The COUNTY will check all references and that all required bid documents are incorporated into the Contractors final bidding documents.
- The COUNTY will determine the lowest, responsive, and responsible bid.
- The COUNTY will issue the award of the contract and Notice to Proceed for the Contract.

#### ***Assumptions***

- There will be a maximum of three (3) addenda and each addenda may require a maximum of eight (8) hours to complete. (24 hours total)
- A maximum of ten (10) technical questions may be posed and each question may require a maximum of one and a half hours (1.5) to prepare a response. (15 hours total).
- The conformed bid package will take up to twenty four (24) hours to prepare for distribution to the Contractor.

#### ***Deliverables***

- Up to 3 addenda. (pdf)
- Up to 10 responses to technical questions (pdf)
- Conformed set of Contract Documents (pdf).

### **TASK 9 – Construction Support Services (Optional Task)**

The purpose of this task is to provide construction support services to the COUNTY as requested. The scope and fee will be negotiated with the COUNTY based upon level of effort requested by the COUNTY. No work can be performed under this task without written authorization from the COUNTY.

### **TASK 10 – Management Reserve for Minor Changes**

Provide a discretionary allowance budget task for unanticipated labor, expense, or professional services not specifically identified in Tasks 1-9 in this Scope of Services. No work can be performed under this task without written authorization from the COUNTY.

### **CONSULTANT Services**

- Provide professional services at the request of the COUNTY as mutually agreed upon and defined.

### **COUNTY Responsibilities**

- Identify professional services deemed necessary to complete the project that are not included within this scope of services.

### **Assumptions**

- No work can be performed under this task without written authorization from the COUNTY.

### **Deliverables**

- To be determined and agreed upon by the COUNTY and the CONSULTANT.

## **V. Compensation**

The estimated fee to complete the professional services identified in this Scope of Services is offered on a time-and-materials, not-to-exceed basis. Following are estimated professional services costs for the tasks provided in this scope of services. Expenses and Subconsultants will be billed at a 5% Markup. The following table is provided only to show the COUNTY an approximate breakdown of estimated costs.

<b>Task</b>	<b>Estimated Task Cost</b>
Task 1 – Project Management	\$31,181.77
Task 2 – Stormwater Site Plan	\$18,580.84
Task 3 – Final Hydraulic Analysis	\$24,666.49
Task 4 – PS&E Development	\$313,019.23
Task 5 – Waterline Design	\$91,654.77
Task 6 – Utility Coordination	\$4,924.00
Task 7 – Basis of Design	\$7,702.85
Task 8 – Bidding Support Services (Optional)	\$10,285.70
Task 9 – Construction Support Services (Optional)	\$-
Task 10 – Management Reserve for Minor Changes	\$25,000.00
<b>Total</b>	<b>\$527,015.65</b>

**LABOR ESTIMATE, HDR ENGINEERING STAFF**

Thurston County: Country Club Road NW culvert



Project Role	Johnson, Ty M	Bevan, Shaun P	Skinner, Mason J	Raclawski, Matthew R	Draheim, Daniel P (Dan)	Ruston, Amanda J	Ainslie, Rachel Ireland	Parenteau, Trevor Michael	Gurrad, Matthew C	Shea, Bradley J	Dolquist, Risa Chuman (Risa)	Bush, Jaelen Alexander	Golbuff, Graham	Kuhns, David W Jr.	Bartle, Brian D	Smith, Caitlin May (Caitlin)	McGlamery, John R	Packard, Kenneth H	Johnson, Michelle Kathy	Bibee, Gerald Allen (Jerry)	Hill, Jason L	Total Labor Hours	Total Labor Dollars	HDR Expenses*	Subconsultants*	Total
	Senior Project Manager - Level 2	Senior Engineer - Level 2	Engineer - Level 5	Project Controller - Level 5	Project Assistant - Level 4	Project Assistant - Level 4	Engineer - Level 3	CAD - Level 2	Architect - Level 4	Senior Engineer - Level 2	Project Assistant - Level 4	EIT - Level 2	Architect - Level 2	Engineer - Level 4	Managing Principal - Level 3	Architect - Level 1	EIT - Level 2	Engineer - Level 4	Project Assistant - Level 2	Senior Engineer - Level 1	Senior Engineer - Level 2					
2023 Billing Rate*	267.14	274.30	199.58	173.41	144.10	149.34	163.94	110.88	209.63	269.31	152.77	124.99	126.18	196.58	382.78	105.47	123.10	193.28	110.85	243.14	271.46					
<b>1 Project Management</b>	<b>50</b>	<b>2</b>	<b>24</b>	<b>22</b>	<b>0</b>	<b>2</b>	<b>38</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>146</b>	<b>\$ 31,181.14</b>	<b>\$ 0.63</b>	<b>\$ -</b>	<b>\$ 31,181.77</b>
Project Setup	2			2							4				4							6	\$ 1,179.78			
Project Mgmt Plan / Quality Mgmt Plan / HASP	8	2		4		2					2											20	\$ 5,216.02			
Coordination and Monitoring	24		24				36															84	\$ 17,103.12			
Invoicing / Status Reporting / EV / Work Plan	12			12																		24	\$ 5,286.60			
Project Closeout	4			4			2				2											12	\$ 2,395.62			
<b>2 Stormwater Site Plan</b>	<b>7</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>52</b>	<b>0</b>	<b>28</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>6</b>	<b>0</b>	<b>120</b>	<b>\$ 18,326.21</b>	<b>\$ 254.63</b>	<b>\$ -</b>	<b>\$ 18,580.84</b>
Draft Drainage Report	4							16				40		16					2	4		82	\$ 12,181.78			
Final Drainage Report	2							8				12		8					1	2		33	\$ 5,090.97			
Comment Response Table	1													4								5	\$ 1,053.46			
<b>3 Final Hydraulic Analysis</b>	<b>0</b>	<b>15</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>116</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>143</b>	<b>\$ 24,661.24</b>	<b>\$ 5.25</b>	<b>\$ -</b>	<b>\$ 24,666.49</b>
Update steady state hydraulic model	0	5					20															25	\$ 4,650.30			
Perform scour analysis							16															16	\$ 2,623.04			
Perform LWM stability analysis			4				30															34	\$ 6,015.40			
Prepare Draft Hydraulic Report			4		4		38												4			50	\$ 8,346.72			
Prepare Comment Response Table					2		6															8	\$ 1,271.84			
Prepare Final Hydraulic Report		2					6												2			10	\$ 1,753.94			
<b>4 PS&amp;E Development</b>	<b>84</b>	<b>28</b>	<b>148</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>124</b>	<b>324</b>	<b>12</b>	<b>32</b>	<b>0</b>	<b>0</b>	<b>43</b>	<b>0</b>	<b>0</b>	<b>65</b>	<b>0</b>	<b>0</b>	<b>40</b>	<b>0</b>	<b>10</b>	<b>910</b>	<b>\$ 146,475.05</b>	<b>\$ 90.83</b>	<b>\$ 166,453.35</b>	<b>\$ 313,019.23</b>
Prepare 60% Plans	16		40				40	160					16			32						304	\$ 41,949.76			
Prepare 60% Specs	4		8				6	24					2						16			36	\$ 5,674.80			
Prepare 60% OPCC	2		8				4	16					1									23	\$ 3,799.90			
60% QA/QC		12						48	4	8												24	\$ 6,284.60			
Prepare 90% Plans	16		24				16	100					10			23						189	\$ 26,462.81			
Prepare 90% Specs	4		16				18	72					4						12			54	\$ 9,047.68			
Prepare 90% OPCC	2		4				2	8					1									17	\$ 2,673.70			
90% QA/QC		8						32	4	16												28	\$ 7,341.88			
Prepare Final Plans	12		20				10	40					6			10						98	\$ 15,083.66			
Prepare Final Specs	4		2				8	32					2						12			28	\$ 4,361.80			
Prepare Final OPCC	2		2				2	8					1									7	\$ 1,387.50			
Final QC/QC		8						32	4	8												28	\$ 6,074.44			
60% Review Meeting	3		2				2	8														7	\$ 1,528.46			
90% Review Meeting	3		2				2	8														7	\$ 1,528.46			
Additional design review meetings (up to 2)	6		4				4	16														14	\$ 3,056.92			
60% Comment Reponse Table	2		4				2	8														8	\$ 1,660.48			
90% Comment Response Table	2		4				2	8														8	\$ 1,660.48			
Final comment Response Table	2		4				2	8														8	\$ 1,660.48			
Attend Final Walk Thru Meeting	4		4				4	16														12	\$ 2,522.64			
QA Sargent Engineers Plans 60%																					4	4	\$ 1,085.84			
QA Sargent Engineers Plans 90%																					4	4	\$ 1,085.84			
QA Sargent Engineers Plans Final																					2	2	\$ 542.92			
<b>5 Waterline Design</b>	<b>44</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>72</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>94</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>14</b>	<b>26</b>	<b>0</b>	<b>253</b>	<b>\$ 44,295.88</b>	<b>\$ 2.84</b>	<b>\$ 47,356.05</b>	<b>\$ 91,654.77</b>
Attend kickoff meeting	2													2								4	\$ 927.44			
Prepare 60% Plans (Waterline)	8							32						24								64	\$ 10,403.20			
Prepare 60% Specs (Waterline)	4							16						8								28	\$ 5,100.64			
Prepare 60% OPCC (Waterline)	1							8														9	\$ 1,839.78			
60% QA/QC (Waterline)																						6	\$ 1,159.68			
Prepare 90% Plans (Waterline)	8							24						12								44	\$ 7,157.20			
Prepare 90% Specs (Waterline)	4							16						8								18	\$ 3,306.30			
Prepare 90% OPCC (Waterline)	1							8														7	\$ 1,446.62			
90% QA/QC (Waterline)																						4	\$ 773.12			
Prepare Final Plans (Waterline)	8							16						8								32	\$ 5,483.84			
Prepare Final Specs (Waterline)	4							8						4								22	\$ 3,578.24			
Prepare Final OPCC (Waterline)	1							4														5	\$ 1,053.46			
Final QC/QC (Waterline)																						4	\$ 773.12			
Draft Geotechnical Memo (Landau)	2						2	8											4			4	\$ 862.16			
Final Geotechnical Memo (Landau)	1						1	4														2	\$ 431.08			
<b>6 Utility Coordination</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>40</b>	<b>\$ 4,924.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,924.00</b>
Support County to lead coordination with PSE and Lumen																						24	\$ 2,954.40			
Identify utility conflicts																						16	\$ 1,969.60			
<b>7 Basis of Design</b>	<b>4</b>	<b>3</b>	<b>12</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>40</b>	<b>\$ 7,701.27</b>	<b>\$ 1.58</b>	<b>\$ -</b>	<b>\$ 7,702.85</b> </

## Attachment X

### LANDAU ASSOCIATES - FEE ESTIMATE Country Club Drive NW Culvert Replacement Final Design Olympia, Washington

	Cost of Labor by Task								
	Principal	Senior Project	Senior Staff	Project Coordinator	Totals	Direct Labor	Indirect Costs (Overhead @ 203.24%)	Profit 30% (DL)	Total Labor Costs
<b>Geotechnical Engineering Report</b>									
<i>Task 4</i>									
Subcontractor coordination and fieldwork planning	2	6		4	12	\$590.56	\$1,200.25	\$183.07	\$1,973.89
Fieldwork (drilling and GW monitoring)			40		40	\$1,442.40	\$2,931.53	\$447.14	\$4,821.08
Engineering and Reporting	16	32	40	10	98	\$4,642.92	\$9,436.27	\$1,439.31	\$15,518.50
<i>Task 5 Utility Crossing</i>	10		20	8	38	\$1,942.70	\$3,948.34	\$602.24	\$6,493.28
<b>Total</b>	<b>28</b>	<b>38</b>	<b>100</b>	<b>22</b>	<b>188</b>	<b>\$8,618.58</b>	<b>\$17,516.40</b>	<b>\$2,671.76</b>	<b>\$28,806.74</b>
<b>Rate by Position</b>	\$91.35	\$42.31	\$36.06	\$38.50					
<b>Direct Labor Cost</b>	\$2,557.80	\$1,607.78	\$3,606.00	\$847.00	\$8,618.58				
<b>Indirect Costs (Overhead @ 203.24%)</b>	\$5,198.47	\$3,267.65	\$7,328.83	\$1,721.44	\$17,516.40				
<b>Profit 31% (DL)</b>	\$792.92	\$498.41	\$1,117.86	\$262.57	\$2,671.76				
<b>Total - Labor Cost</b>	<b>\$8,549.19</b>	<b>\$5,373.84</b>	<b>\$12,052.69</b>	<b>\$2,831.01</b>	<b>\$28,806.74</b>				
<b>Direct Costs</b>									
Field Equipment and Vehicle Use					\$225.78				
Geotechnical Laboratory Testing					\$2,200.00				
<b>Total - Direct Costs</b>					<b>\$2,425.78</b>				
<b>Subcontracted Services*</b>									
Drilling Subcontractor (two 80-ft borings with GW wells)					\$19,364.25				
<b>Total - Subcontracted Services</b>					<b>\$19,364.25</b>				
<b>Total (see task subtotals below)</b>					<b>\$50,596.77</b>				

\*Subcontracted services include a 12 percent markup.

<b>Task 5 Total:</b>	<b>\$6,493</b>
<b>Task 4 Total:</b>	<b>\$44,103</b>

**Holocene Drilling**  
 11412 62nd Ave E.  
 Puyallup, WA 98373  
 Phone# 253-848-6500  
 Fax# 253-848-6515  
 jroot@holocenedrillinginc.com  
 Jon Root

**Landau Associates, Inc.**  
 500 Columbia St NW, Ste 110  
 Olympia, WA 98501  
 Attn: Avril Fosbre  
 afosbre@landauinc.com

Office: 360-791-3178

Cell:

# Estimate

Date: 1/23/2023  
 Estimate # 33729  
 Project: Country Club Drive



Washington HOLOCD\*782MG

Scope / Description	Qty	Rate	Total
Mobilization/Demobilization	1	950.00	950.00T
Rotary Drilling & Sampling 0' to 100' Per Foot	163	32.50	5,297.50T
Case Hole Per Hour *If Needed*	0	300.00	0.00T
Extra Samples Each	32	35.00	1,120.00T
Moving, Set Up, Clean Up Per Boring	2	575.00	1,150.00T
Installation Per Well	2	465.00	930.00T
Well Development Per Hour	2	325.00	650.00T
Overtime Per Hour: After 8 Hours On Site	0	245.00	0.00T
Standby Per Hour	0	350.00	0.00T
Travel Time Per Day	2	595.00	1,190.00T
Well Seal Per Foot	139	6.00	834.00T
Monument Steel Skirt 8 x 12	2	210.00	420.00T
Colorado Sand Per Bag	14	22.00	308.00T
Redimix Concrete Per Bag	10	11.00	110.00T
PVC 2" x 10' Screen	2	75.00	150.00T
PVC 2" x 10' Casing	14	55.00	770.00T
2" Cap & Plug	2	37.50	75.00T
Drums Soil Removal Per Each	11	155.00	1,705.00T
DOE Fees - Wells	2	65.00	130.00T
Scope: (2) borings to 80ft each, both completed as 2-inch wells -drum and remove soil cuttings			

This estimate is based on information provided, and assumes the work does not require any Prevailing, Davis-Bacon, Union, or other non-standard wage considerations unless specified. Payment for the work will be made within 30 days of receipt of invoice. Holocene requires client provide utility locating and marking services and the public locate ticket number. We will not be responsible for damage to underground improvements not clearly and accurately marked. Client is responsible for obtaining any site-specific permits (excluding D.O.E. Notices of Intent), and obtaining site access for the drill rig and support truck as specified in the scope with no overhead wires within 10' of the holes. This Estimate is valid for thirty (30) days from the above date.

<b>Subtotal</b>	\$15,789.50
<b>Sales Tax (9.5%)</b>	\$1,500.01
<b>Total</b>	\$17,289.51

www.holocenedrillinginc.com



# Country Club Road Culvert Replacement

## Final Bridge Design

	Principal	Senior Project Engineer	Project Engineer	Design Engineer	
Rate:	\$214.00	\$168.00	\$154.00	\$112.00	Task Cost

### Task 4 - PS&E Development

#### Structural Design

Review Meetings (4)	8				\$1,712
Project Coordination	40	4	4		\$9,848
Finalize Bridge Layout	4	8	8		\$3,432
Deck Design		8	8		\$2,576
Girder Design		48	48		\$15,456
Bearing Design		4	4		\$1,288
Abutment Design		24	24		\$7,728
Retaining Wall Design		8	8		\$2,576
Quantities		8	8		\$2,576
60% Estimate			8		\$1,232
60% Specifications			16		\$2,464
60% Plans			184		\$28,336
90% Estimate		8			\$1,344
90% Specifications		8			\$1,344
90% Plans		40	92		\$20,888
100% Estimate		2	2		\$644
100% Specifications		2	2		\$644
100% Plans	8	8	32		\$7,984
Bridge Load Rating				12	\$2,352
<b>Subtotal</b>	<b>60</b>	<b>186</b>	<b>448</b>	<b>12</b>	<b>\$114,424</b>

### Task 5 - Waterline Design

#### Structural Design

Project Coordination	16	2	2		\$4,068
Temporary Support Design		20	40		\$9,520
60% Estimate			8		\$1,232
60% Specifications			8		\$1,232
60% Utility Support Plans			64		\$9,856
90% Estimate		8			\$1,344
90% Specifications		8			\$1,344
90% Utility Support Plans		32			\$5,376
100% Estimate		1	1		\$322
100% Specifications		1	1		\$322
100% Plans	4	4	16		\$3,992
<b>Subtotal</b>	<b>20</b>	<b>76</b>	<b>140</b>	<b>0</b>	<b>\$38,608</b>

#### Grand Total

**\$153,032**

## **EXHIBIT B: COST ESTIMATE**

PUD will reimburse the County as delineated below:

**I. DESIGN and DEVELOPMENT OF PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)**

Per Task 5 in attached Exhibit A-1 cost spreadsheet for Utility Work: Consultant Cost is not to exceed \$91,654.77 without PUD and County approval. The County will invoice PUD not more than monthly for the actual Consultant invoice for Utility Work, plus a 5% County administrative charge. The County will also invoice PUD for County staff time at the hourly staff rate with benefits, plus a 25% administrative charge not to exceed \$5,000 without the mutual agreement of County and PUD.

**II. CONSTRUCTION**

Upon completion of I. Design and Development of Plans, Specifications, and Estimate, an Opinion of Probable Construction Cost (OPCC or construction cost estimate) will be developed and incorporated by this reference into this agreement. The County will invoice PUD not more than monthly for the Contractor's actual cost for performing the Utility Work and for the actual cost for any testing or other associated construction efforts by others plus a 5% County administrative charge. The County will also invoice PUD for County staff time at the hourly staff rate with benefits, plus a 25% administrative charge for efforts directly attributable to the Utility Work not to exceed \$50,000 without the mutual agreement of County and PUD.

## **EXHIBIT C: PLANS AND SPECIFICATIONS**

The final approved project plans and specifications will be incorporated into the County Road Project bid documents. Copies will be submitted to PUD and the originals will be kept in the office of the Thurston County Engineer.

## **EXHIBIT D: ONGOING MAINTENANCE RESPONSIBILITIES**

The PUD agrees to accept ownership and all maintenance for the Utility Work once the County Road Project is completed and accepted by the County and the PUD.