

## **PROFESSIONAL SERVICES AGREEMENT**

This Agreement dated as of May 4, 2010, is made by and between Kittitas County (hereinafter "the County") and Tetra Tech Inc (hereinafter "CONSULTANT"). The County and CONSULTANT agree as follows:

General Conditions; Exhibit A (Scope of Work); Exhibit B (Compensation); Exhibit C (Proof of Insurance).

copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein.

The term of this Agreement shall commence on the 5<sup>th</sup> of May, 2010 and continue until completion of the project. Any party may terminate this Agreement by giving thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph.

CONSULTANT acknowledges and by signing this Agreement agrees that the Indemnification provisions set forth in Paragraphs 7 (Independent Contractor), 9 (Taxes), 15 (Defense and Indemnity Agreement), 21 (Patent/Copyright Infringement) and 24 (Confidentiality), are totally and fully part of this Agreement and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day  
of \_\_\_\_, 2010.

**APPROVED:**

TETRA TECH, INC.

BOARD OF COUNTY COMMISSIONERS  
KITITAS COUNTY, WASHINGTON

*A. Melone*  
Signature of Signatory  
(Date 4/22/10)

Alan A. Crankovich, Chairman

Anthony Melone  
Print Name of Signatory

Paul Jewell, Vice-Chairman

Fed. Tax ID# (EIN)  
95-4148514

Mark D. McClain, Commissioner

Attest:

Clerk of the Board

Approved as to Form:

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

**CONSULTANT Address:**

**County's Address:**

Tetra Tech,  
Engineering and Architecture Services  
1420 5th Ave, Suite 600  
Seattle, WA 98101-2357

Kittitas County  
205 West 5<sup>th</sup> Avenue, Suite 108  
Ellensburg, WA 98926

**Project Contact:**  
Rob Flaner

**Project Contact:**  
Christina Wollman, Planner II  
Kittitas County Department of Public Works

## **GENERAL CONDITIONS**

### **1. Scope of CONSULTANT's Services:**

CONSULTANT agrees to provide to the County services and any materials set forth in the project narrative identified in Exhibit "A" during the Agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

### **2. Performance of Work:**

CONSULTANT shall perform work in accordance with, and shall comply with, all of the provisions of this Agreement. The work shall comply with applicable codes and ordinances in place at the time of performance of such services and with the professional standards of care ordinarily used by members of the Consultant's profession under similar circumstances. Consultant makes no warranty, expressed or implied, in connection with the Consultant's professional services performed under this Agreement in place at the time of performance of such services. In addition, these services shall be performed in accordance with the professional standards.

### **3. Schedule of Performance:**

Unless directed otherwise by the County, CONSULTANT shall perform the work in accordance with any schedules made a part of this Agreement.

### **4. Definitions:**

- 4.1 "Additional Insured's" means the County, its successors and assigns, and the respective directors, officers, employees, agents and representatives of the County and its successors and assigns.
- 4.2 "Support" means the following: CONSULTANT's directors, officers, employees, agents and representatives; and sub-Contractors of any tier; the respective directors, officers, employees, agents and representatives of these sub-Contractors of any tier; and any other person or entity acting under the direction or control of, or on behalf of, CONSULTANT or any CONSULTANT's sub-Contractors of any tier in connection with or incident to the performance of the Work or this Agreement.
- 4.3 The "Work" means all of the duties listed in Exhibit A and the performance of all other obligations, under this Agreement by CONSULTANT or its Support.

### **5. Accounting and Payment for CONSULTANT Services:**

Payment to the CONSULTANT for services rendered under this Agreement shall be as set forth in Exhibit "B". Where Exhibit "B" requires payments by the County, payment shall be based upon billings, supported unless otherwise provided in Exhibit "B", by documentation of units of work actually performed and amounts earned, including where appropriate, the

actual number of days worked each month, total number of hours for the month, and the total dollar payment requested. Unless specifically stated in Exhibit "B" or approved in writing in advance by the Kittitas County Board of Commissioners, the County will not reimburse the CONSULTANT for any costs or expenses incurred by the CONSULTANT in performance of this Agreement.

Where required, the County shall, upon receipt of appropriate documentation, compensate the CONSULTANT, no more often than monthly, through the County voucher system, for the CONSULTANT's service pursuant to the fee schedule set forth in Exhibit "B".

6. Assignment and Subcontracting:

No portion of this Agreement may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

7. Independent Contractor:

The CONSULTANT's services shall be furnished by the CONSULTANT as an independent Contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the CONSULTANT as an independent Contractor.

The CONSULTANT acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the CONSULTANT is not entitled to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Kittitas County employees.

CONSULTANT will indemnify and hold harmless the County, officers, or employees from liability, loss or costs, including but not limited to settlements, reasonable attorneys' fees or costs, to the extent caused by Consultant's negligent acts, errors, or omissions in services provided .

8. No Guarantee of Employment:

The performance of all or part of this Agreement by the CONSULTANT shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the CONSULTANT or any employee of the CONSULTANT or any sub-Contractor or any employee of any sub-Contractor by the County at the present time or in the future.

9. Taxes:

The CONSULTANT understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the CONSULTANT authorizes the County to make withholding for any taxes other than income taxes (i.e. Medicare). All compensation received by the CONSULTANT will be

reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the CONSULTANT to make the necessary estimated tax payments throughout the year, if any, and the CONSULTANT is solely liable for any tax obligation arising from the CONSULTANT's performance of this Agreement. The CONSULTANT hereby agrees to indemnify the County against any demand to pay taxes arising from the CONSULTANT's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The CONSULTANT must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the CONSULTANT's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

**10. Regulations and Requirement:**

This Agreement shall be subject to all laws, rules and regulations of the United States of America, and State of Washington, and political subdivisions of the State of Washington, and to any other provisions set forth herein or in the attached exhibits.

**11. Right to Review:**

This contract is subject to review by any Federal or State auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County. Such review may occur with notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluation by service recipients under this Agreement. The CONSULTANT shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for 6 years after contract termination, and shall make them available for such review, within Kittitas County, State of Washington, upon request.

**12. Modifications and Delays:**

- 12.1 Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.
- 12.2 The County may, at any time, by written notice thereof to CONSULTANT ("Change Notice") makes changes in the Work within the general scope of this Agreement, including, but not limited to: (a) changes in, revisions to, substitutions for, additions to or deletions of any Work; (b) changes in schedule; and (c) acceleration, deceleration or suspension of performance of any Work.
- 12.3 If any change in the Work causes an increase or decrease on CONSULTANT's cost of, or the time required for, performance of the Work,

an equitable adjustment in the compensation to CONSULTANT and in the schedule for the performance of the Work shall be made to reflect such an increase or decrease.

- 12.4 Notwithstanding any dispute or delay in arriving at a mutually acceptable equitable adjustment, CONSULTANT shall proceed in accordance with all Change Notices. CONSULTANT must, within thirty (30) days after receipt of any Change Notice that does not set forth any acceptable adjustment, submit to the County a written statement setting forth any adjustment claimed.
- 12.5 If any change results in a decrease in the Work performed, CONSULTANT shall be entitled to compensation associated with changing the Work, such as revising design already completed, revising calculations already performed, and revising documents.
- 12.6 Established completion time shall not be extended because of unwarranted delays attributed to CONSULTANT but shall be extended by the County in the event of delays attributed to the County or because of unavoidable delays that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. The County will adjust the schedule and compensation for any additional direct or indirect costs resulting from such delays under this Agreement.

13. Termination for Default:

If the CONSULTANT defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the CONSULTANT in the U.S. mail, postage prepaid, terminate the Agreement, and at the County's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the CONSULTANT shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the CONSULTANT. The CONSULTANT shall bear any extra expenses incurred by the County in completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the CONSULTANT was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

14. Termination for Public Convenience:

The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion that such termination is in the best interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the CONSULTANT shall be entitled to payment for actual work performed at unit contract prices (labor and expenses) for completed items of work. In the event of such termination, an equitable adjustment shall be made in the compensation payable to CONSULTANT.

An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

**15. Indemnity Agreement:**

The CONSULTANT agrees to and shall indemnify and hold harmless the County, appointed and elective officers, and employees, from and against liability, loss or expense, including but not limited to settlements, reasonable attorney's fees and costs to the extent caused by Consultant's negligent acts, errors, or omissions in services provided. and for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the CONSULTANT, its sub-Contractors, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the negligence of the County, its Additional Insured's, appointed or elected officials, agents, or employees, but only to the extent of Consultant negligence or comparative fault. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

**16. Industrial Insurance Waiver:**

With respect to the performance of this Agreement and as to claims against the County, its Additional Insured's, officers, agents and employees, the CONSULTANT expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the CONSULTANT. **This waiver is mutually negotiated by the parties to this Agreement.**

**17. Venue and Choice of Law:**

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Kittitas. This Agreement shall be governed by the law of the State of Washington.

**18. Withholding Payment:**

In the event the CONSULTANT has failed to perform any obligation to be performed by the CONSULTANT under this Agreement within the time set forth in this Agreement, then the County may, upon written notice, withhold monies due and payable to CONSULTANT for specific obligations not performed, without penalty, until such failure to perform is cured or otherwise adjudicated.

19. Future Non-Allocation of Funds:

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

20. CONSULTANT Commitments, Warranties and Representations:

Services provided by CONSULTANT to the County under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

21. Patent/Copyright Infringement:

CONSULTANT will defend and indemnify the County from any claimed action, cause or demand brought against the County; to the extent such action is based on the claim that information supplied by the CONSULTANT infringes any patent or copyright. The CONSULTANT will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

- 21.1 CONSULTANT shall be notified promptly in writing by County of any notice of such claim.
- 21.2 CONSULTANT shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement is made, provided no reduction in performance or loss results to the County.

22. Disputes:

22.1 General

Differences between the CONSULTANT and the County, arising under and by virtue of the Agreement Documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, instructions, and decisions of the Kittitas County Commissioners shall be final and conclusive.

22.2 Notice of Potential Claims

The CONSULTANT shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to



act by the County, or (2) the happening of any event or occurrence, unless the CONSULTANT has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the CONSULTANT believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. CONSULTANT shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

22.3. Detailed Claim

The CONSULTANT shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the completion of the portion of the work from which the claim arose, and before final payment by the County, the CONSULTANT has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or extension of time claimed to be due.

23. Ownership of Items Produced:

All writings, programs, data, public records or other materials prepared by the CONSULTANT and/or its consultants or sub-Contractors, in connection with performance of this Agreement shall be the sole and absolute property of the County. Material already in Consultant's possession, independently developed by Consultant outside the scope of this contract or rightfully obtained by Consultant from third parties, shall belong to Consultant.

Consultant shall not be held liable for reuse of documents or modifications of the subject data thereof, including documents on electronic media, by the County or its representative, for any purpose other than the original intent of this agreement

24. Confidentiality:

The County will provide technical data in its possession, including but not limited to, previous reports, maps, surveys, borings and other information relating to the CONSULTANT's scope of services. The CONSULTANT, its employees, sub-Contractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the CONSULTANT in performance of this Agreement, except upon the prior written consent of the Kittitas County Prosecuting Attorney or an order entered by a court after having acquired jurisdiction over the County. CONSULTANT shall immediately give to the County notice of any judicial proceedings seeking disclosure of such information. CONSULTANT shall indemnify and hold harmless the County, its Additional Insured's, officials, agents or employees from all loss or expense, including, but

not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from CONSULTANT's breach of this provision.

**25. Notice:**

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the CONSULTANT to the department head of the department for whom services are rendered, and to the Kittitas County Commissioners, 205 W 5<sup>th</sup> Ave, Suite 108, Ellensburg, WA 98926. Notice to the CONSULTANT for all purposes under this Agreement shall be given to the address reflected on the signature page. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

**26. Severability:**

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

**27. Miscellaneous:**

- 27.1 The County'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.
- 27.2 This Agreement embodies the entire Agreement between the County and CONSULTANT, 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 party to be bound thereby.
- 27.3 The rights and remedies of the County set forth in any provision of this Agreement are in addition to and do not in any way limit any other rights of remedies afforded to the County by any other provisions of this Agreement or by law.
- 27.4 The headings of sections and paragraphs of this Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

**28. Waiver:**

Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this Agreement shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

29. Survival:

The provisions of paragraphs 7, 9, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 28, and 30, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

30. Nondiscrimination:

30.1 The County is an equal opportunity employer.

30.2 Nondiscrimination in Employment

In the performance of this Agreement, the CONSULTANT will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The CONSULTANT shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The CONSULTANT shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

30.3 Nondiscrimination in Services

The CONSULTANT will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

30.4 If any assignment and/or subcontracting has been authorized by the County, said assignment or subcontract shall include appropriate safeguards against discrimination. The CONSULTANT shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

**EXHIBIT "A"**

**SCOPE OF WORK**

Scope of work is found in Exhibit A.1 and by this reference is incorporated into this Agreement.

## EXHIBIT "B"

### COMPENSATION

Reimbursable Expenses are defined in Exhibit B.1 and by this reference are incorporated into this Agreement.

The budget for the project is found in Exhibit B.2 and by this reference is incorporated into this Agreement.

As full compensation for satisfactory performance of the work, the County shall pay CONSULTANT compensation:

☐ **LUMP SUM.** Compensation for these services shall be a Lump Sum of \$\_\_\_\_\_.

☒ **TIME AND MATERIALS.** Compensation for these services will not exceed \$ \$131,250 without written authorization and will be based on the following option (per the Estimate of Professional Services or current List of Billing Rates), plus Reimbursable Expenses times a factor of N/A and Subconsultant Expenses times a factor of N/A and per Tetra Tech's Definitions.

- ☐ Tetra Tech's Direct Job Wages times a factor of \_\_\_\_\_.
- ☐ List of Tetra Tech's Billing Rates.

☐ **COST PLUS FIXED FEE.** Compensation for these services shall be Tetra Tech Cost plus a fixed professional fee, including Reimbursable Expenses times a factor of \_\_\_\_\_ plus Subconsultant Expenses times a factor of \_\_\_\_\_ and per Tetra Tech's Definitions. The estimated compensation for services is \$\_\_\_\_\_ plus a fixed fee of \$\_\_\_\_\_ for a total of \$\_\_\_\_\_.

***Direct Job Wages or Billing Rates for Time and Materials or Cost plus Fixed Fee contracts are subject to change to reflect adjustments in Tetra Tech salary levels.***

In the event services beyond those specified in the Scope of Services and not included in the compensation above are required, Tetra Tech shall submit a fee estimate for such services and a contract modification shall be negotiated and approved in writing by the Client prior to any effort being expended on such services.

**SCHEDULE OF PAYMENTS:** It is understood that the County is responsible for payment of all fees to the CONSULTANT. CONSULTANT shall be paid monthly on the

basis of invoices submitted. These invoices will be for the portion of the agreed upon compensation earned by the CONSULTANT during that month. (Cost plus Fixed Fee will be for costs incurred during the invoice period plus the portion of the agreed upon fixed fee earned by the CONSULTANT during that month. Lump Sum will be based on percent of effort completed as estimated by the CONSULTANT). CONSULTANT shall be paid for all invoices within 30 days of submittal. In the event the County disputes the invoice or any portion thereof, the undisputed portion shall be paid to the CONSULTANT based on contractual terms. Invoices not in dispute and unpaid after 30 days shall accrue interest at the rate of one and one-half percent per month (or the maximum percentage allowed by law, whichever is the lesser). Invoice payment(s) delayed beyond 60 days shall give the CONSULTANT the right to stop work without liability until payments are current. Non-payment beyond 70 days shall be just cause for termination by the CONSULTANT. See General Conditions of this Agreement for payment address and collection of invoices unpaid after 60 days.

#### **EXHIBIT "C"**

## PROOF OF INSURANCE

The CONSULTANT shall secure and maintain in effect at all times during performance of the Work such insurance as will protect CONSULTANT, its Support and the Additional Insured's from all claims, losses, harm, costs, liabilities, damages and expenses arising out of personal injury (including death) or property damage that may result from performance of the work or this Agreement, whether such performance is by CONSULTANT or any of its Support.

All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports unless otherwise approved by the County. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

The CONSULTANT shall provide proof of insurance for Commercial (comprehensive) General Liability insurance with coverage limits not less than \$1,000,000 combined single limit per occurrence and annual aggregates. Employer's Liability insurance shall be maintained with at least \$3,000,000 coverage. Professional Liability and Professional Pollution Liability and Contractor's Pollution Liability insurance shall be maintained with at least \$3,000,000 for each claim. Proof of a policy of Commercial Automobile Liability Insurance, including coverage for owned, non-owned, leased, or hired vehicles written on an insurance industry standard form or equivalent, with limits of liability not less than \$3,000,000. Worker's Compensation shall be in the amount required by law. Upon the request of the County, CONSULTANT shall furnish the County a certificate of insurance (with Endorsement as evidence that policies providing insurance required by this Agreement are in full force and effect. The type of insurance required by this Agreement is marked below.

- ☐ 1) Commercial General Liability Insurance  
Certificate Holder – Kittitas County  
The Certificate must name the County as additional insured as defined in the Agreement  
Thirty (30) days written notice to the County of cancellation of the insurance policy.
- ☐ 2) Workers' Compensation.  
Workers' Compensation in amounts required by law.
- ☐ 3) Employers Liability.  
Thirty (30) days written notice to the County of cancellation of the insurance policy.
- ☐ 4) Commercial Automobile Liability Insurance.

Thirty (30) days written notice to the County of cancellation of the insurance policy.

☐ 5) Professional Liability and Professional Pollution Liability and Contractor's Pollution Liability.

Certificate Holder – Kittitas County

The Certificate must name the County as additional insured as defined in the Agreement

Thirty (30) days written notice to the County of cancellation of the insurance policy.

NOTE: No contract shall form until and unless a copy of the Certificate of Insurance, properly completed and in the amount required, is attached hereto.





**Proposed Scope of Work for  
Kittitas County  
Hazard Mitigation Planning Technical Assistance**

**Project Summary and Overview**

This proposed scope of work will provide professional technical/planning consulting services in the preparation of a Local Hazard Mitigation Plan for Kittitas County, WA. The Disaster Mitigation Act of 2000 (DMA 2000) is federal legislation that establishes a pre-disaster hazard mitigation program and new requirements for the national post-disaster Hazard Mitigation Grant Program (HMGP). DMA 2000 encourages and rewards local and state pre-disaster planning, promotes sustainability, and seeks to integrate state and local planning with an overall goal of strengthening statewide hazard mitigation. This enhanced planning approach enables local, tribal, and state governments to articulate accurate and specific needs for hazard mitigation, resulting in faster, more efficient allocation of funding and more effective risk reduction projects. The planning requirements for compliance with the Disaster Mitigation Act are specified under section 201.6 44CFR. This planning process will seek compliance for Kittitas County and its planning partners. Under this proposed Scope of Work, the CONSULTANT will support the County during this process to assure DMA 2000 compliance. The CONSULTANT role in the process is specified below.

**Phase 1: Organize Resources**

Under this phase, CONSULTANT will support Kittitas County the organization of resources needs to complete this plan. This will include: organizing a planning team, identifying a planning partnership, establishing a steering committee to oversee the plan's development, and identify resources in the form of existing plans or studies within the planning area that can support hazard mitigation. Task to be completed under this phase are as follows:

**Task 1A: Organize a Planning Partnership:** Kittitas County is committed to this being a multi-jurisdictional planning effort. It is estimated that there are approximately 24 entities (6 municipalities, 1 road district, 6 school districts, 8 fire districts, 2 hospital districts and 1 cemetery district) that meet the definition of "local government" as defined under Section 201.2, 44CFR. CONSULTANT will support the planning team under this task by facilitating a "kick-off meeting" where all eligible local governments as defined by the DMA within the planning area will be invited to go over the work plan, benefits of DMA compliance, and discuss expectations and participation requirements. After this meeting all partners wishing to participate in this process will be asked to provide a "letter of intent to participate" to the lead project planner committing their jurisdiction to this process. All jurisdictions seeking DMA compliance from this plan must participate in this process by meeting the performance standards established by the planning team. These performance standards will be specified in a "Planning Partner Expectations" document that each planning partner will commit and adhere to. This commitment will be specified in the "letter of intent" to participate in the process. CONSULTANT will prepare all support materials for this task and mentor the County Lead Project Planner required elements of planning partner participation.

**Task 1B: Establish a Steering Committee:** A steering committee will be formed that will oversee the development of this plan from start to finish. This body will help to shape the policy and level of inter-agency coordination identified by the plan. The makeup of this steering committee will strive for



representation from the public and private sectors, Tribes, stakeholders, academia and key members that will have a role in the implementation of the strategies identified by this plan. The duties and responsibilities of a steering committee member will include:

- Attend meetings.
- Complete duties assigned by planning team.
- Participate in Public Involvement Strategy.
- Act as “spokespersons” for the plan.
- Present draft plan to political factions.

This steering committee will meet monthly until the plan’s completion and provide direction to the planning team on all phases of this plan’s development. It is anticipated that the size of this committee will vary depending upon the number of committed planning partners and that the committee will meet a minimum of 10 times throughout this process. Meetings will be scheduled by the planning team at a time and location to be determined, and these meetings will run from two to three hours depending upon subject matter. These meeting will follow standard meeting protocol and will be facilitated by a designated chairperson. It should be noted that this body will contribute the lion’s share of “in-kind” contribution to this process. Each steering committee member will be asked to track their time during this process. These hours will be applied to each individual’s fully loaded billing rate (salary plus benefits) which will be tracked and monitored by the planning team. This total will be applied to the “in-kind” portion of the local match required as a condition of this grant, should it be awarded. Under this task, CONSULTANT will support and mentor the Lead Project Planner by facilitating these meetings, identifying action items and monitoring deliverables. CONSULTANT will coordinate with the Lead Project Planner on all specified deliverables. It is anticipated that 8 to 10 Steering Committee meetings will be necessary to complete this plan. It is assumed under this proposed scope of work that the CONSULTANT will be asked by the Lead Project Planner to support all of these Steering Committee Meetings.

**Task 1C: Review of Existing Documents:** Under this task, the CONSULTANT will support the planning team in the review of existing studies, plans, reports or technical information that may be pertinent to hazard mitigation, for probable incorporation into this plan. This will include the Washington State Hazard Mitigation Plan.

## **Phase 2: Assess the Risk**

Under this phase, the CONSULTANT will identify the characteristics and potential consequences of the natural hazards impacting the planning area. A thorough assessment of each hazard as well as the vulnerability of the planning area to each identified hazard will be accomplished using tools such as GIS/HAZUS, benefit-cost analysis tools and historical/local knowledge of past occurrences. The Washington State Hazard Mitigation Plan will be utilized as the starting point for this phase. The GIS capability of the County and its planning partnership is considered to be adequate to support HAZUS, and it has been projected for this phase that the type of HAZUS analysis utilized will be level 1 or higher for those hazards HAZUS can address (flood and earthquake). For those hazards not addressed



by HAZUS, HAZUS type outputs will be generated utilizing the partnership's GIS capabilities to assure uniformity in the finished product for all hazards. This phase will focus on providing the planning partnership with tools based in GIS format that can be utilized by the partnership in future planning activities, updates to this plan, and all phases of emergency management within the planning area. This data will be utilized to create a DMA compliant risk assessment that includes the following elements:

**Task 2A: Map Extent and Location of Hazards of Concern:** Maps that illustrate the identifiable hazard areas within the planning area for each of the partner agencies. These maps will be GIS based when data is available, will utilize the best available information from County, State and Federal agencies and will include identified critical facilities and critical infrastructure located within the identified hazard areas. When GIS data is not available at the local level, HAZUS-MH will be utilized to create a regional profile.

**Task 2B: Past Occurrence Review:** A chronological review of past events impacting the planning area, broken down by agency. For some hazards, there may be no historical record for that type of event occurring within the planning area. In these cases, a regional review will be performed.

**Task 2C: Building Counts:** The number and type of structures located within the identified hazard areas and an estimate of the potential dollar losses to vulnerable structures in the identified hazard areas will be identified. Approximate methods may be utilized for this task, depending on the data available from the partnership.

**Task 2D: Life Safety Review:** A review of the impact of the hazard on life, safety and health and the need and procedures for warning and evacuation will be performed. Also under this task, a review of development, redevelopment and population trends and areas of projected growth will occur within the identified hazard areas.

**Task 2E: Vulnerability Analysis:** The potential vulnerability of buildings, critical facilities and infrastructure will be determined using existing data such as insurance claims data and loss estimations from HAZUS. Since Kittitas County is a FEMA identified repetitive loss community, a repetitive loss area analysis will also occur under this task.

**Task 2F: Buildable Lands Analysis:** The existing and proposed land use of lands in identified hazard areas will be reviewed. A description of development, redevelopment, and population trends will be provided for each hazard of concern.

### **Phase 3: Public Involvement Strategy**

Under this phase, CONSULTANT will work with the Lead Project Planner and the Steering Committee to develop and implement a public involvement strategy that will meet the statutory requirements of Section 201.6, 44CFR, and also meet the requirements of the FMA and CRS programs. Key to this task will be to utilize multiple media within the capabilities of the partnership that will give the public multiple opportunities to provide comment on the subject matter. This strategy will focus on 3 primary objectives:

1. Assess the public's perception of risk.
2. Assess the public's perception of vulnerability to those risks.



3. Identify possible mitigation strategies that will be supported by the public.

It should be noted that the level of effort for this phase will be totally at the discretion of the Steering Committee and the Planning Team. The following tasks are recommended components of a comprehensive public involvements strategy that meet or exceed the statutory requirements specified under the Disaster mitigation Act. However, these components will meet the requirements of the CRS and FMA programs, thus maximizing the potential benefits to the county and its planning partners. Key components of this phase are described in the following tasks.

**Task 3A: Questionnaires-** Under this task, CONSULTANT will develop a hazard Mitigation questionnaire pertinent to issues within the planning area to gauge the public's perception of risk, vulnerability and willingness to support mitigation initiatives. This questionnaire will be disseminated primarily via web-based media as well as other means identified by the Steering Committee. Each planning partner will be asked to make an effort to canvas their geographic region, to assure the data is not skewed regionally. This task will include tabulation of the questionnaire responses and analysis of the results.

**Task 3 B: Public Meetings-** Under this task, CONSULTANT will support the Lead Project Planner in the facilitation of public meetings during the course of the plan development process. At a minimum, it is anticipated that 4 public meetings will be held during this process. Two during the drafting stages of the plan to inform the public of the plan development process and to gauge the public's perception of risk-based information presented and developed under Phase 2. Additionally, a final round of public meetings will need to be held to present the draft plan to the public and allow them to comment. The format and number of these meetings and locations will be determined by the Steering Committee. Location of these meetings will be determined by the Steering Committee with an emphasis on utilization of county facilities. Planning partners may also be asked to sponsor a venue based on direction from the Steering Committee. These meetings should provide an interactive opportunity for the citizens to see and review key elements of the plan. These meetings will be advertised via media press release and the Internet.

**Task 3C: Website-** Under this task, CONSULTANT will support the Lead Project Planner in the preparation of all outreach materials in a "web-friendly" format so that the internet can be utilized as an outreach medium. This SOW assumes that the County or its designee will establish and maintain a website with specifics to this planning process. This website will be kept up to date during the plan update process as a means to keep the public apprised of plan development milestones.

**Task 3D: Media releases-** Under this task, CONSULTANT will support the lead project Planner in preparation of press release materials via multiple media providing plan development details and announcing public meetings scheduled under task 3B.

**Phase 4: Identify Goals, Objectives and Actions**

Under this phase, CONSULTANT will work with the Steering Committee and Planning team to identify uniform goals and objectives for the planning area. Once these goals and objectives have been identified, a range of mitigation alternatives and actions on a hazard-by-hazard basis will be created. Information obtained during the creation of the risk assessment, and from the public involvement strategy (Phase 3) will be used to create a "mitigation catalog." The basis for this catalog will be a facilitated session(s) with the partnership identifying strengths, weaknesses, obstacles, and opportunities within the planning area. This catalog can then be used by each planning



partner to guide their decision making with regards to mitigation initiatives. The mitigation actions will reduce the effects of hazards on both new development and existing inventory and infrastructure. As part of the mitigation alternative development step, Tetra Tech will develop a process for prioritizing, implementing, and administering action items based in part on a review of project benefits versus project costs as required by the law and for quantifying priority. Key components of this phase are described in the following tasks.

**Task 4A: Goals and Objectives:** Under this task, the CONSULTANT will facilitate the selection of a guiding principal, goals and objectives for the plan. These planning components will be selected singularly and apply to the entire planning area (each planning partner will not select individual goals and objectives). The facilitation process will include a series of exercises created to identify elements that directly support each other.

**Task 4B: Strengths, Weaknesses, Opportunities and Opportunities, analysis session:** Under this task the CONSULTANT will facilitate a SWOO session with the Steering Committee to identify the strengths, weaknesses, obstacles and opportunities within the planning area. The opportunities identified from this session will become the basis of the catalog of mitigation alternatives created under task 4C.

**Task 4C: Hazard mitigation Catalog:** Following the completion of task 4B, the CONSULTANT will create a catalog of mitigation alternatives. This catalog will be broken down by hazard of concern and will illustrate actions that can be implemented that; manipulate the hazard, reduce the exposure, reduce the vulnerability, or increase the capability. This catalog will also illustrate the scale of implementation as; personal scale, corporate scale or government scale. This catalog will represent the comprehensive range of alternatives considered by the plan and will be used by each planning partner to guide them in the selection of their actions.

**Task 4D: Develop a prioritization schedule:** Under this task, the CONSULTANT will work with the planning team and Steering Committee to develop a prioritization schedule to be applied to the action plans identified in the plan. This prioritization schedule shall emphasize the potential benefits of the project versus the costs of the project.

### **Phase 5: Develop the Plan Maintenance Strategy**

To ensure compliance with the DMA requirements, CONSULTANT will work with the planning team and Steering Committee to develop a strategy for long-term mitigation plan maintenance that should strive to include the following:

- The method and schedule of monitoring, evaluating, and updating the mitigation plan on a five-year cycle.
- Establish a protocol for a progress report to be completed annually on the plan's accomplishments.
- The process for incorporating the requirements of the mitigation plan into other planning mechanisms, such as comprehensive or capital improvement plans, zoning changes, or master plan development when appropriate.
  - ◆ How the community will continue public participation in the mitigation plan maintenance process.
  - ◆ Establish "linkage procedures" that address potential changes in the planning partnership.



Key components of this phase are described in the following tasks.

**Task 5A: Plan Maintenance strategy-** Under this task, CONSULTANT will work with the Planning team and Steering Committee to identify a plan maintenance strategy that will address the 5-year update requirement requires by FEMA as well as annual protocol that will be used to monitor the progress of plan implementation. This strategy will be written into the plan and will be supported by each planning partners that signs on to this process.

**Task 5B: Linkage Procedures-** Under this task, CONSULTANT will work with the Planning Team and steering Committee to identify procedures non-participating jurisdictions will need to follow to link to the plan outside of the 5-year plan update cycle. This linkage procedure will also identify procedures to jurisdictions to follow should they wish to rescind their partnership status.

**Task 5C: Planning process incorporation-** Under this task, CONSULTANT will work with the Planning Team and Steering Committee to identify those other planning mechanisms in effect within the planning area that can support hazard mitigation and identify ways to incorporated components of the mitigation plan into those mechanisms to strengthen the mitigation opportunities within the planning area.

#### **Phase 6: Develop the Mitigation Plan**

Under this phase, CONSULTANT will assist the Lead Project Planner in assembly of the plan. Using the information and data collected and created under Phases 1 and 2, the CONSULTANT will assemble the plan. The CONSULTANT will be listed as the principal author of the plan. Key to this phase will be packaging a plan document that will adequately illustrate all of the Section 201.6, 44CFR requirements. The tasks to be completed under this phase are as follows:

**Task 6A: Jurisdictional Annexes.-**Under this Task, CONSULTANT support the Lead project Planner in the development of Jurisdictional Specific Annexes to be included in Volume II of the plan. The primary objective of this task is to prepare a DMA compliant annex to the plan for all participating planning partners. The key to meeting this objective is the participation of each planning partner as directed under their “expectations” package for which they committed at the very beginning of the planning process. The lead project planner or the CONSULTANT cannot do this work for them. By completing this task, each planning partner will be eligible to meet the “participation” requirements mandated under section 201.6,44CFR. Under this task, CONSULTANT will support the Lead Project Planner by providing the following:

- CONSULTANT will develop a template to be utilized by each planning partner to complete the required information for DMA compliance. Two(2) template formats will be created; one for municipalities and 1 for special purpose districts.
- Detailed instructions on the completion of the templates will be prepared for each type of template.
- CONSULTANT will hold (2) 1/2 day (4 hour) training sessions for the planning partners on how to complete the template. This session will be considered “mandatory” for all planning partners participating in the process.

**Task 3B: Author the Plan:** The planning consultant will author the plan document such that its content will meet the requirements specified under Section 201.6, 44CFR. The proposed layout for this plan will be in two volumes. The first volume will include all pertinent information that applies to



the entire planning area, such as the description of the planning process, risk assessment, goals and objectives, planning area wide initiatives, and plan implementation and maintenance strategy. The second volume will contain all information that is jurisdiction specific. Once completed, each planning partner would be required to adopt all of volume one, and their jurisdictional component of volume two. This task will include the following elements:

- ✓ Ensure plan content includes DMA required elements such as:
  - A description of the planning process.
  - A description of the public involvement campaign.
  - A capability assessment that includes an inventory of the planning areas missions, programs and policies and an analysis of the capability to carry them out.
  - Illustrate goals of the plan.
  - A review of all possible mitigation activities for each hazard including those not recommended by the plan.
  - An action plan that will target agencies/departments for implementation, time frame for completion, prioritization with a special emphasis on benefits versus costs, and potential funding.
  - A summary of how the plan's progress will be monitored and establish a timeline for progress reports and updates.
- ✓ Identify needed references and incorporate into the plan.
- ✓ Coordinate review of draft documents by all other agencies identified under Task 1E.

**Task 6C: technical and Format edit of the plan-** Under this task, CONSULTANT will perform a comprehensive technical and format edit of the plan. CONSULTANT will prepare a Steering Committee review draft, public review draft and a final draft of the plan as it goes through its various review and comment phases of the development process.

### **Phase 7: Implement and adopt the Plan**

Once Phase 6 is complete, the Final Draft Plan will be ready to present to the political body. To meet the DMA requirements the governing body must adopt the Plan. Under this phase, CONSULTANT will support the Lead Project Planner in the preparation and presentation of the Plan to the political body for adoption. Phase 7 will be broken down in to - specific tasks that will identify measurable deliverables for the consultant to provide that will meet the overall objectives of this phase. Each task and the deliverables for each task are described as follows:

**Task 5A: Complete plan Review Crosswalk:** Under this task, CONSULTANT will complete the plan review crosswalks to illustrate the plan's compliance with the requirements of section 201.6,44CFR,. Should the County and the Steering Committee desire, CONSULTANT will also complete a plan review crosswalk for the Community Rating System (CRS) program



*Task 5B: Pre-adoption Review request:* Under this Task, CONSULTANT will prepare and submit the draft plan to WAEMD to request their pre-adoption review and comment on the draft plan.

*Task 5C: Adoption Support:* Once pre-adoption approval has been received from WAEMD and FEMA region X, CONSULTANT will support the Lead project Planner in the adoption phase of the planning process. This support will include the following:

- Sample resolutions for adoption
- Consultant will provide 2 master hard copies of the completed plan and 2 “print-ready” digital copies of the plan. This SOW has assumed that the County and/or its planning partners will assume the responsibility for mass reproduction of the final plan.
- Preparation of Power Point presentation to be utilized by the planning partners in their presentations to their councils.
- Support the Lead Project Planner in the preparation for the public meeting(s) to present the draft plan to the public for review and comment.
- Track the adoption status of all planning partners for final submittal and approval by WAEMD and FEMA region X

**Phase 8: Project Management:**

This phase will be dedicated to billing and invoicing and overall project management through completion of all phases of the project. Also under this task, CONSULTANT will support the lead Project Planner in tracking the progress of the plan’s development for reporting to agencies that administer the grant funding utilized for this process. This will include tracking of participation of all planning partners and Steering Committee members to be applied towards “in-kind” contributions towards the local match of the grant. In addition, Consultant will prepare and file on behalf of the County all quarterly progress reports required by WAEMD. There will be 2 principle tasks under this phase:

**Task 6A: Billing and Invoicing:** this task will be dedicated to administrative duties such as tracking and preparing invoices.

**Task 6B: Quarterly Progress reports:** Under this task, Consultant will track the level of effort for all planning partners to be applied to the “in-kind contribution” of the local match under the terms of the Pre-Disaster Mitigation Planning Grant that is Funding this effort. CONSULTANT will prepare and file on behalf of the County all quarterly progress reports required under the terms of the grant by WAEMD.

**Preliminary Labor and Cost Estimate**

The estimated work effort for this Scope of Work is 1202 man hours. The preliminary cost estimate is \$131,250. (See attached Estimate of Professional Services)





## **DEFINITIONS**

**"Reimbursable Expenses"** include but are not limited to:

- **Air Fare Expenses** — Cost of ticket and travel to and from airport by public conveyances.
- **Auto Lease Expenses** — Basic charge, gas, oil, repairs, and insurance.
- **Auto Expenses** — Cost of using Tetra Tech-owned vehicles at the current GSA mileage rate.
- **Boat Expenses** — Cost of using rental or leased boats at a fair commercial rate/hour.
- **Meal Expenses** — "Out-of-pocket" cost to employees while away from office on business.
- **Lodging Expenses** — "Out-of-pocket" cost to employees while away from office on business.
- **Equipment Expenses** — Cost of rental or lease of special equipment required to perform work.
- **Lab Fee Expenses** — Cost of consumable laboratory supplies and lab use.
- **Computer Expenses** — Cost for Tetra Tech and outside computers as follows:
  - Tetra Tech computers
    - CADD and technical computers — \$14.00/hour
    - All Other PC's — \$ 3.00/hour
  - Outside computer hardware and software invoiced at cost to Tetra Tech.
- **Production Expenses** — Commercial and "in-office" printing, binding, and reproduction of reports and contract documents at invoice amount or a fair commercial rate.
- **Miscellaneous Expenses** — Direct job expenses and costs not defined in above categories, such as special licenses, additional "out-of-pocket" employee traveling costs, etc.

**"Subconsultant Expenses"** represent the cost of outside subconsultant technical services and expenses.

**"Reimbursable Expense Factor"** is an amount which takes into account Tetra Tech activities related to specific reimbursable expenses; e.g., excise tax, liability insurance, and special added administrative costs and fees not related to Tetra Tech wages, and as indicated in the Professional Services Agreement and/or Estimate of Professional Services.

# Tetra Tech, Inc.

Engineering & Architecture Services  
1420 Fifth Avenue, Suite 600  
Seattle, WA 98101-3941  
(206) 863-9300  
(206) 863-9301 (FAX)

CLIENT: Kittitas County

PROJECT: Local Hazard Mitigation Plan

P.D. No.: 135-09-40005

Proj. No.:

Date: 3/15/2010

# Estimate of Professional Services

Phase Description	Principal (Tony Vidone)	Lead Planner/PA (Rob Flamer)	ID/Prof Lead (Ed Willford)	GIS Analyst (Kara Hanley)	Senior GIS Analyst (Chris Hansen)	Technical editor/Writer III (Dan Portman)	Planner II (Laura Hendrix)	Admin II	Totals	Total Labor	SUBCONSULTANTS 1,100			Total Subs.	PHASE TOTALS
<b>Phase 1: Organizational Requirements</b>															
Task 1A: Planning Partnership formation		12					32		44	\$4,834				\$0	\$4,834
Task 1B: Steering Committee (HMSC)		24					60		84	\$9,268				\$0	\$9,268
Task 1C: Review of Programs		8					24		32	\$3,489				\$0	\$3,489
<b>Phase 2: Risk Assessment</b>									<b>160</b>						<b>\$17,591</b>
Task 2A: Mapping		4	16	40	8		4		72	\$6,755				\$0	\$6,755
Task 2B: Past Occurrence review		4	4	16			4		28	\$2,572				\$0	\$2,572
Task 2C: Building Counts		4	24	24			4		56	\$5,212				\$0	\$5,212
Task 2D: Life Safety review		4	24	24			4		56	\$5,212				\$0	\$5,212
Task 2E: Vulnerability Analysis		4	100	60	8		4		176	\$16,801				\$0	\$16,801
Task 2F: Buildable Lands Analysis		4	13	28			4		49	\$4,402				\$0	\$4,402
<b>Phase 3: Public Information Strategy</b>									<b>437</b>						<b>\$40,953</b>
Task 3A: Questionnaires		8					30		38	\$4,089				\$0	\$4,089
Task 3B: Public Meetings		16	24				40		80	\$8,612				\$0	\$8,612
Task 3C: Website		4					16		20	\$2,145				\$0	\$2,145
Task 3D: Media Releases		4					16		20	\$2,145				\$0	\$2,145
<b>Phase 4: Identify Goals, Objectives, Actions</b>									<b>158</b>						<b>\$16,991</b>
Task 4A: Goals and Objectives		4					4		8	\$945				\$0	\$945
Task 4B: SWOO		4					4		8	\$945				\$0	\$945
Task 4C: Mitigation Catalog		4					4		8	\$945				\$0	\$945
Task 4D: Action Prioritization schedule		4					4		8	\$945				\$0	\$945
<b>Phase 5: Plan Maintenance</b>									<b>32</b>						<b>\$3,779</b>
Task 5A: Plan Maintenance Strategy		8					4		12	\$1,489				\$0	\$1,489
Task 5B: Linkage Procedures		8					4		12	\$1,489				\$0	\$1,489
Task 5C: Planning Process Incorporation		8					4		12	\$1,489				\$0	\$1,489
<b>Phase 6: Develop the Mitigation Plan</b>									<b>36</b>						<b>\$4,468</b>
Task 6A: Interdisciplinary Aspects		32					40		72	\$8,357				\$0	\$8,357
Task 6B: Author the plan		40					100		140	\$15,447				\$0	\$15,447
Task 6D: Technical/Format Edit		10				95			105	\$11,209				\$0	\$11,209
<b>Phase 7: Plan Review and Adoption</b>									<b>317</b>						<b>\$35,013</b>
Task 7A: Plan review Chairwith		2					4		6	\$672				\$0	\$672
Task 7B: Pre-adoption review request		2					4		6	\$672				\$0	\$672
Task 7C: Adoption support		2					8		10	\$1,072				\$0	\$1,072
<b>Phase 8: Project Management</b>									<b>22</b>						<b>\$2,417</b>
Task 8A: Billing/Invoicing		4	16				4	10	30	\$3,773				\$0	\$3,773
Task 8B: Grant Management		6					4	10	20	\$2,147				\$0	\$2,147
<b>TOTAL HOURS</b>		4	250	205	192	16	95	430	1,202	\$126,201	0	\$0	\$0	\$0	\$126,201
<b>LABOR RATE</b>		\$72.00	\$45.54	\$32.45	\$23.87	\$48.47	\$33.17	\$32.70	\$23.71						
<b>HOURLY BILLING RATE</b>		\$709	\$136	\$101	\$76	\$142	\$104	\$100.00	\$76						
<b>SUBTOTALS</b>		\$835	\$34,041	\$20,788	\$14,666	\$2,265	\$9,847	\$43,000	\$759	\$126,201					
<b>EXPENSES (Travel/Perdiem):-</b>															\$5,049

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# Estimate of Professional Services

CLIENT: Kittitas County

PROJECT: Local Hazard Mitigation Plan

P.D. No.: 135-09-40005

Proj. No.: \_\_\_\_\_

Date: 3/15/2010

Phase Description	TETRA TECH										SUBCONSULTANTS 1.100		PHASE TOTALS
	Principal (Tony Mielone)	Lead Planner/Pl (Rob Flamer)	ID/Prof Lead (Ed Whitford)	GIS Analysis (Cara Morphy)	Senior GIS Analyst (Chris Hansen)	Technical editor/Writer III (Dana Forreman)	Planner II (Laura Hendrix)	Admin II	Totals	Total Labor		Total Sub.	
Computer time (total hours x \$2.30)	\$2,765												
Total Reimbursables	\$5,010												
	<b>TOTAL COMPENSATION:</b>												<b>\$131,250</b>

## Notes

1. Hours shown for each task are for estimating purposes.
2. Amounts will be based on actual hours worked by staff assigned to the project.