

Town of Twisp Special Council Meeting Wednesday, November 8th, 2023 – <mark>Time: 5:30 PM</mark>

Location: Twisp Town Hall

If you would like to join the meeting remotely, please navigate to:

URL: https://meet.goto.com/948665597

If you would like to listen to the meeting over the phone, please use the following number: +1 (571) 317-3122

Access Code: 948-665-597

Anyone who wishes to make a verbal public comment may register in person before the meeting, or with the Clerk's Office via phone 509-997-4081 or email <u>clerktreasurer@townoftwisp.com</u> before 3:00 PM on the day of the meeting. Public Commenters must provide their name, address, and the topic of their comment. At the designated time, commenters will be called on by the Mayor. Comments will be limited to three (3) minutes in length.

Public comments may also be submitted in writing in advance of the meeting (via email to <u>clerktreasurer@townoftwisp.com</u> or dropbox at Town Hall) and must contain the Commenter's name, address, and comment. Written comments will NOT be read aloud at the meeting, but will be included on the meeting minutes.

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AGENDA

Call to Order and Roll Call

Pledge of Allegiance – Council Member (Mayor's Request)

Request for Additions &/or Changes to the Agenda

- Public Hearing/Discussion/Action: Ordinance #804 Nightly Rental Moratorium Extension
- Discussion/Action: WSDOT SR 20 Bike/Ped Supplement 2 and Local Agency Agreement 1
- Consent Agenda: Accounts Payable/Payroll

Adjournment

ORDINANCE #804

AN ORDINANCE OF THE TOWN OF TWISP, WASHINGTON, RENEWING THE MORATORIUM ON THE FILING, ACCEPTANCE, PROCESSING AND/OR APPROVAL OF APPLICATIONS FOR OVERNIGHT ACCOMMODATIONS AND OVERNIGHT RENTALS; AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, on April 26, 2022, the Town Council of the Town of Twisp ("Town") enacted Ordinance No. 785 imposing an immediate moratorium on the filing, acceptance, processing and/or approval of applications for overnight accommodations and overnight rentals ("Moratorium") to allow time to address options and draft new code additions/changes regarding overnight accommodations and overnight rentals within the Town limits; and

WHEREAS, on November 22, 2022, the Town Council of the Town enacted Ordinance No. 791 renewing the moratorium imposed by Ordinance No. 785 for an additional six months; and

WHEREAS, on May 9, 2023, the Town Council of the Town enacted Ordinance No. 800 renewing the moratorium imposed by Ordinance No. 785 for an additional six months; and

WHEREAS, the Town Council has determined that it is necessary and desirable to again renew the moratorium imposed by Ordinance No. 800; and

WHEREAS, Twisp Municipal Code ("TMC") 18.50.080 provides conditions that must be met prior to approval of any administrative permit for overnight accommodations and overnight rentals ("Administrative Permit"); and

WHEREAS, the Town Council has determined that it is necessary or advisable to continue to discuss new code additions/changes to enact prior to the approval of an Administrative Permit for overnight accommodations and overnight rentals; and

WHEREAS, the Town Council believes a renewal of the Moratorium is in the Town's best interest; and

WHEREAS, RCW 36.70A.390 authorizes the Town Council to adopt a renewal of the Moratorium for a period of up to 6-months upon holding a public hearing and adopting findings of fact prior to such renewal; and

WHEREAS, RCW 35.63.200 provides a similar process for renewing such moratoriums; and

WHEREAS, moratoriums renewed under RCW 36.70A.390 and/or RCW 35.63.200 are methods by which the Town may preserve the status quo so that new code regulations will not be rendered moot by intervening applications; and

WHEREAS, pursuant to WAC 197-11-880, the adoption of this Ordinance is exempt from the requirements of the threshold determination under the State Environmental Policy Act ("SEPA"); and

WHEREAS, the Town Council concludes that the Town has the authority to renew the Moratorium, and that the Town must renew the Moratorium concerning the filing, acceptance, and processing of new applications for overnight accommodations and overnight rentals.

NOW, THEREFORE, be it ordained by the Town Council of the Town of Twisp, Washington, as follows:

SECTION 1. <u>ADOPTION OF FINDINGS OF FACT.</u> The Town Council does hereby adopt the following findings of fact to justify its renewal of the Moratorium:

- A. The Town Council has previously determined that it is necessary of advisable to impose a moratorium on the filing, acceptance, processing and/or approval of applications for overnight accommodations and overnight rentals to allow time to address options and draft new code additions/changes regarding overnight accommodations and overnight rentals within the Town limits, and the Town Council has determined that it is necessary of advisable to renew the Moratorium.
- B. The Town Council has the authority to renew the Moratorium for a period of up to six (6) months pursuant to RCW 35.63.200 and RCW 36.70A.390.
- C. TMC 18.50.080 provides conditions that must be met prior to approval of any Administrative Permit for overnight accommodations and overnight rentals.
- D. The Town needs continued additional time to study new code additions/changes for the approval of an Administrative Permit for overnight accommodations and overnight rentals to account for any impact new overnight accommodations and overnight rentals would have on the public's health, safety and welfare; for example, the Town must determine whether overnight accommodations and overnight rentals should be restricted to a certain zone or zones, if they should be prohibited in certain areas or zones, and address other issues such as signage,

parking, traffic circulation, requirements for access, effect on existing uses of property where they are located, etc.

- E. The adoption of new code additions/changes will involve amendments to the municipal code, and such possible amendments may require discussions and public hearings to analyze the impacts of overnight accommodations and overnight rentals.
- F. The Moratorium is a method by which the Town may preserve the status quo so that new code regulations will not be rendered moot by the vesting of new applications.
- G. Pursuant to WAC 197-11-880, the renewal of the Moratorium is exempt from the requirements of the threshold determination under SEPA.
- H. The Town Council has determined that the renewal of the Moratorium is in the Town's best interest. The Town needs time to continue to review its codes in a comprehensive manner to determine if amendments are necessary to more adequately address the approval of any Administrative Permit for overnight accommodations and overnight rentals.

SECTION 2. <u>**RENEWAL OF MORATORIUM**</u>. A renewal of the Moratorium is imposed on the filing, acceptance, processing and/or approval of new applications for overnight accommodations and overnight rentals, as said terms are used in TMC 18.50.080, within the Town. Except as provided herein, during the term of this renewed Moratorium, the Town will not accept or process new applications for overnight accommodations and overnight rentals; however, this renewed Moratorium will not apply to any pending applications that were submitted to the Town prior to the enactment of this ordinance and as allowed in Ordinance No. 785, Ordinance No. 791 or Ordinance No. 800.

SECTION 3. <u>DURATION OF RENEWED MORATORIUM</u>. The Moratorium renewed by this Ordinance will be in effect for a period not to exceed 6-months, beginning on the effective date of this Ordinance.

SECTION 4. <u>EXCEPTIONS TO RENEWED MORATORIUM</u>. Applications for overnight accommodations and overnight rentals will continue to be accepted and processed pursuant to TMC 18.50.080 in the following circumstances:

a. for any overnight accommodation and overnight rental applications submitted that pertain to an overnight accommodation and overnight rental in a location in which the legal owner of the subject property resides on the site. For the purposes of this Ordinance "resides on the site" shall mean the person or persons who are the legal owners of the subject property, or are the majority interest holders of any legal entity who is the legal owner of the subject property, and have resided on the subject property for a period of 30 continuous days prior to the date of application and makes the subject property their permanent residence by submitting evidence of such permanent residence to the Town; or

b. for renewals of existing valid permits issued for overnight accommodations and overnight rentals, provided that such renewals are made by the same applicant who is the legal owner of the subject property that received the initial permit, and no changes have occurred to the site that deviate from the initial/last application submitted.

SECTION 5. <u>PUBLIC HEARING ON RENEWAL MORATORIUM</u>. Pursuant to RCW 36.70A.390, the Town Council has held a public hearing on this renewal of the Moratorium on this date.

SECTION 6. <u>CORRECTIONS</u>. The Town Clerk and the codifiers of this Ordinance are authorized to make necessary clerical corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subdivision numbers and any references thereto.

SECTION 7. <u>SEVERABILITY</u>. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional in a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

SECTION 8. <u>EMERGENCY DECLARATION AND EFFECTIVE DATE</u>. This renewal of the Moratorium is being imposed to prevent any new applications being submitted for overnight accommodations and overnight rentals, and vesting of such, and to preserve the Town's ability to process applications under updated codes. Without the Moratorium, new applications for overnight accommodations and overnight rentals would become vested under current code, which may frustrate Town policy. This Ordinance, passed by majority plus one of the whole membership of the Town Council, is necessary for the protection of the public health, public safety, public property or public peace, shall become effective immediately upon its passage.</u>

Passed by the Town Council of the Town of Twisp, Washington, at a open public meeting thereof held on November 8th 2023.

APPROVED:

Soo Ing-Moody, Mayor

ATTEST:

APPROVED AS TO FORM:

 Randy Kilmer, Town Clerk-Treasurer
 W. Scott DeTro, Town Attorney



Agency		Supplement Number					
Project Number	Agreement Number						
All provisions in the AGREEMENT identified above remain in effect except as expressly modified by this supplement. The changes to the agreement are described as follows:							
Project Description							
Name							
Location							

Description of Work No Change

Reason for Supplement

Agency

PE a. Agency y y b. Other		Estimate of Funding						
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AGENCY STATE	AGENCY		STATE					
BY: BY: Director Local Programs	BY:		BY: Director, Local Programs					
Title:	Title:			51600	, Loourriogramo			
Agency Date: Date Executed:	Agency Date:		Date Execu	Date Executed:				



Supplemental Agreement Number	Organization and Address			
Original Agreement Number				
	Phone:			
Project Number	Execution Date	Completion Date		
Project Title	New Maximum Amount Payable			
Description of Work				
The Local Agency of				
desires to supplement the agreement entered in to	with			
and executed on and identified	as Agreement No			
All provisions in the basic agreement remain in effe	ct except as expressly	modified by this supplement.		
The changes to the agreement are described as fol	lows:			
	I			
Section 1, SCOPE OF WORK, is hereby changed t	o read:			

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Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: _

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Section V, PAYMENT, shall be amended as follows:

as set forth in the attached Exhibit A, and by this reference made a part of this supplement. If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

Ву:	Ву:
Consultant Signature	Approving Authority Signature
	Date

Exhibit "A" Summary of Payments

	Basic Agreement	Supplement #2	Total
Direct Salary Cost			
Overhead (Including Payroll Additives)			
Direct Non-Salary Costs			
Fixed Fee			
Total			

SUPPLEMENT #1 - Was no cost, time extension only.





EXHIBIT A

SCOPE OF WORK

North End SR 20 Ped/ Bike Path Town of Twisp, WA

Prepared for:	Town of Twisp
Prepared By:	Dan Ireland, P.E.
Date prepared:	December 13, 2022

Overview

SCJ Alliance (SCJ) is thankful for the opportunity to provide the Town of Twisp (Town) with services for design, right of way, and landscape services for the subject project.

This amendment aims to extend the contract's duration and add right-of-way services in preparation for a public bid process in the Winter of 2023-2024. The amendment has estimated the remaining work to be completed and will involve the following phases of work in the existing contract.

- Project Management
- Environmental Permitting
- Final Design
- Right of Way Services



Phase 1 Project Management

This phase is estimated to provide project management services from June 2023 – February 2024.

Task 1 Management:

- 1) Manage the project by directing and supervising staff and reviewing work for the duration of the project. This management is for the overall work rather than specific tasks.
- Progress Reports: Prepare and submit a bi-weekly progress report. Progress reports will show: (1) prior work performed, (2) current work planned, (3) schedule and budget status, (4) a summary of scope changes/added value, and (5) items needed from the Town and/or others.
- 3) Schedule: Develop an updated critical path project schedule to match the new schedule for bid/award Winter 2023-2024. Monitor project budget biweekly.

Task 2 Administration

- Progress Billings: Prepare a monthly progress bill with a memo report attached of work completed. Bills will show staff hours for each phase (i.e., Phase 1: Project Management).
- 2) Subconsultant Administration: Execute and administer sub-agreements. Review and approve monthly invoices.
- 3) WSDOT Reimbursement: SCJ will assist the Town with drafting the WSDOT Reimbursement Requests on a monthly basis.

Understanding

- Project management is estimated for an additional 8 months. After 8 months we estimate the project design phase will be completed and we will be transitioning to a new construction phase.
- Progress billings will be submitted monthly electronically to the client.
- The budget for peer checks for quality control is included in the design task budget.
- The budget for sub-consultant involvement in Team Coordination and/or WSDOT Coordination meetings is included in their respective Phase budgets.
- The Town will provide 24 hours' notice before meetings that require SCJ participation.

Deliverables

- Bi-weekly Progress Report submitted via email in PDF format.
- Progress billings submitted monthly submitted via email in PDF format.
- MS Project schedule updates are submitted via email in PDF format.

Phase 5 Environmental Permitting

Task 1SEPA Checklist

1) Update SEPA Checklist application and submit to the City.



2) SCJ will fill out and complete SWPPP and NOI through the Department of Ecology.

Task 2Flood Zone Impacts

This work was previously provided to the Town and included assessing flood zone impacts and a mitigation strategy for the project. Impacts were quantified within the flood zone area, and identified areas to mitigate per a compensatory strategy, and developing a technical memorandum to describe the method for submittal to the City. JARPA forms and exhibits will be required to develop to communicate the conversation with the Town Planner.

Task 3Shoreline Development Permit

Shoreline Development: The project will have fill within the Town's designated shorelines located near Twisp River Bridge. This will require SCJ to fill out the JARPA/HPA and develop an exhibit for applicable permits. This estimate is based upon no hydraulic modeling required to show flood zone impacts or river impacts.

Understanding

- 1) There are no wetland impacts.
- 2) There is no work within OHWM for a stream or wetland. If work is proposed below ordinary high-water mark on streams (including culvert extension or replacement), the following regulatory agencies will be consulted to determine the scope of extra services: Washington Department of Fish and Wildlife (Hydraulic Project Approval), Washington State Department of Ecology (Section 401 permit), US Army Corps of Engineers (Section 404 Permit), and US Coast Guard (Section 10 Consultation) and/or applicable Nationwide Permits.
- 3) The SEPA determination will be a Determination of Non-Significance.
- 4) There are no Environmental Justice resources impacted by the improvements.

Phase 8 Final Design

Task 1Progress Meeting/Approvals

- 1) PFA/SOD: SCJ will review the Summary of Design and Plan For Approval comments provided by WSDOT. Make revisions per the document and resubmit for approval.
- 2) Progress Meetings: SCJ will attend up to four meetings with public works to review the design and plan progress with the Town between Preliminary Design and 90% PS&E.
- 3) WSDOT Milestone: SCJ will develop and coordinate the Local Agency Agreement documents to begin the Right of Way Phase Authorization.

Task 290% Plan Sheets

1) Retaining Walls: SCJ will be incorporating small landscape wall designs into the project to minimize right-of-way impacts that were not anticipated in the original scope. SCJ will develop a layout, grading, and typical section for the four locations.



- 2) Flood Impact Grading: SCJ will create additional details for grading to define the flood compensatory storage locations in the project.
- 3) Intersection/Bike Ramp: WSDOT has requested a revision to the intersection to include bike ramps from the bike lane. SCJ will develop additional ramp layouts and grading details in the plan set.
- 4) Utility Adjustments: SCJ will develop additional details for utility relocations due to the alignment shift. SCJ will detail sewer lid adjustments or relocation.
- 5) Coordination with Right of Way: SCJ will provide subcontractor coordination for Tierra Right of Way services.
- 6) Temporary Construction Easement Exhibits: SCJ will develop twelve (12) individual exhibits for each temporary construction easement.

Understanding

- Utility designs can be performed by SCJ, but none are identified with this scope of work at this time. Utility designs include domestic water, sewer, and private/public power.
- Tierra Right of Way will be facilitating the temporary easement agreements.

Deliverables

- Retaining Wall Plan, Section, Grading Sheet (2)
- Grading Plan for mitigation area (1)
- Utility Plan with adjustments.
- Temporary Construction Easement exhibits (12).

Phase 6 Right of Way (Sub)

Tierra Right of Way Services will be a sub-consultant to SCJ and will be facilitating the Temporary Construction Easement process for the project. See their scope of work and fee estimate for further details.

Phase 10 Construction Support (Future Phase)

SCJ can support your project through the construction phase all the way to ribbon cutting. As the final project scope develops, we can work together on the type of construction inspection or support the Town will need for this project. The final scope and fee for this effort will be included as an amendment to this contract.



CONTRACT SUMMARY

(not to be exceeded without prior authorization)

	Phase Title	Current Phase Estimate		Am	nendment	New Phase Estimate			
Phase 1	Project Management	\$	8,148	\$	2,966	\$	11,114		
Phase 5	Environmental Permitting	\$	7,162	\$	6,955	\$	14,117		
Phase 6	Right of Way	\$	-	\$	41,065	\$	41,065		
Phase 8	Final Design	\$ 26,635			12,937	\$	39,572		
	Total Amendment				63,923				
	Current Contract Amount				111,294				
	New Co	\$	175,217						

END OF PROPOSAL



SCJ Alliance

 Client:
 Town of Twisp

 Project:
 North End SR 20 Ped/Bike Path

Job #: File Name:

Date:

Enter Project Number Labor Estimate.xlsm 12/13/22 Hourly Rate Table Format: Allowable Overhead Rate: Negotiated Fixed Fee: Billing Rate Table Version: LAG Contract 151.97% 31.00%

Job Classifications	Direct Labor Hourly Rate NTE	Allowable Overhead 151.97%	Negotiated Profit 31.00%	Total Hourly Billing Rates NTE
Principal	\$126.56	\$192.33	\$39.23	\$358.13
Senior Consultant	\$99.00	\$150.45	\$30.69	\$280.14
Senior Project Manager	\$86.08	\$130.82	\$26.68	\$243.58
PM3 Project Manager	\$71.71	\$108.98	\$22.23	\$202.92
PM2 Project Manager	\$63.56	\$96.59	\$19.70	\$179.86
PM1 Project Manager	\$49.03	\$74.51	\$15.20	\$138.74
Senior Engineer	\$60.06	\$91.27	\$18.62	\$169.95
E4 Engineer	\$56.54	\$85.92	\$17.53	\$159.99
E3 Engineer	\$52.97	\$80.50	\$16.42	\$149.89
E2 Engineer	\$46.23	\$70.26	\$14.33	\$130.82
E1 Engineer	\$34.62	\$52.61	\$10.73	\$97.96
Senior Landscape Architect	\$57.75	\$87.76	\$17.90	\$163.42
.4 Landscape	\$49.61	\$75.39	\$15.38	\$140.38
L3 Landscape	\$41.86	\$63.61	\$12.98	\$118.45
2 Landscape	\$38.45	\$58.43	\$11.92	\$108.80
1 Landscape	\$32.18	\$48.90	\$9.98	\$91.06
Senior Planner	\$66.11	\$100.47	\$20.49	\$187.07
24 Planner	\$48.76	\$74.10	\$15.12	\$137.98
23 Planner	\$41.72	\$63.40	\$12.93	\$118.06
22 Planner	\$36.39	\$55.30	\$11.28	\$102.97
P1 Planner	\$33.00	\$50.15	\$10.23	\$93.38
Senior Technician	\$49.89	\$75.82	\$15.47	\$141.17
T4 Technician	\$54.10	\$82.22	\$16.77	\$153.09
T3 Technician	\$37.96	\$57.69	\$11.77	\$107.42
12 Technician	\$34.10	\$51.82	\$10.57	\$96.49
1 Technician	\$29.70	\$45.14	\$9.21	\$84.04
Construction Inspector	\$31.00	\$47.11	\$9.61	\$87.72
Senior Construction Manager	\$0.00	\$0.00	\$0.00	\$0.00
RE 3 Construction Resident Engineer	\$0.00	\$0.00	\$0.00	\$0.00
RE 2 Construction Resident Engineer	\$0.00	\$0.00	\$0.00	\$0.00
RE 1 Construction Resident Engineer	\$0.00	\$0.00	\$0.00	\$0.00
Construction Office Engineer	\$0.00	\$0.00	\$0.00	\$0.00
CI 4 Construction Inspector	\$68.20	\$103.64	\$21.14	\$192.99
CI 3 Construction Inspector	\$0.00	\$0.00	\$0.00	\$0.00
Cl 2 Construction Inspector	\$0.00	\$0.00	\$0.00	\$0.00
Cl 1 Construction Inspector	\$0.00	\$0.00	\$0.00	\$0.00
Graphic Designer	\$42.85	\$65.12	\$13.28	\$121.25
PC 3 Project Coordinator - CM Only	\$0.00	\$0.00	\$0.00	\$0.00
PC 2 Project Coordinator	\$42.85	\$65.12	\$13.28	\$121.25
PC 1 Project Coordinator	\$32.13	\$48.83	\$9.96	\$90.92
Project Accountant	\$62.01	\$94.24	\$19.22	\$175.47

SCJ Alliance

Client: Town of Twisp
Project: North End SR 20 Ped/Bike Path

Contract Type: LAG Contract

Job #: Enter Project Number

		<u>Employee</u> <u>Name</u>	<u>Employee</u> <u>Name</u>	<u>Employee</u> <u>Name</u>	<u>Employee</u> <u>Name</u>	<u>Employee</u> <u>Name</u>			
Phase & Task No.	Phase & Task Title	Principal	E4 Engineer	E2 Engineer	L4 Landscape	Project Accountant	Total Direct Labor Hours & Cost	Тс	otal Cost
PHASE 1	Project Management								
Task 1	Management								
1	General Project Management/Communication	4.0					4.0	\$	860.23
2	Progress Reports	2.0					2.0	\$	430.11
3	Schedule Udpate	1.0					1.0	\$	215.06
	Subtotal Hours:	7.0					7.0	\$	1,505.40
Task 2	Administration								
1	Progress Bilings	1.0				2.0	3.0	\$	418.80
2	Subconsultnat Administration					2.0	2.0	\$	203.74
3	WSDOT Reimbursement Requests (7)	2.0				4.0	6.0	\$	837.59
	Subtotal Hours:	3.0				8.0	11.0	\$	1,460.13
	Total Phase Hours:	10.0				8.0	18.0		18.0
	Total Phase Direct Labor:	\$760.00				\$288.00	\$1,048.00	\$	2,965.53



SCJ Alliance

Client:	Town of Twisp		
Project:	North End SR 20 Ped/Bike Path	Contract Type: LAG Contract	
Job #:	Enter Project Number		
File Name:	Labor Estimate.xlsm		
		Employee Employee Employee Employee	

		<u>Employee</u> <u>Name</u>	<u>Employee</u> <u>Name</u>	<u>Employee</u> <u>Name</u>	<u>Employee</u> <u>Name</u>	<u>Employee</u> <u>Name</u>			
Phase & Task No.	Phase & Task Title	Principal	E4 Engineer	E2 Engineer	L4 Landscape	Project Accountant	Total Direct Labor Hours & Cost	То	tal Cost
PHASE 5	Environmental Permitting								
Task 1	SEPA Checklist								
1	SEPA Checklist		4.0				4.0	\$	565.94
2	SWPPP/NOI			8.0			8.0	\$	882.87
	Subtotal Hours:		4.0	8.0			12.0	\$	1,448.81
Task 2	Flood Zone Impacts								
1	Flood Zone limit evaluation		4.0				4.0	\$	565.94
2	Mitigation Strategey		6.0	4.0			10.0	\$	1,290.34
3	Town JARPA form snd Sheets		1.0	8.0			9.0	\$	1,024.35
4	Coordination/Submittal/Revisoions	1.0	2.0				3.0	\$	498.03
5								\$	-
	Subtotal Hours:	1.0	13.0	12.0			26.0	\$	3 <i>,</i> 378.66



SCJ Alliance

Client:	Town of Twisp	
Project:	North End SR 20 Ped/Bike Path	Contract Type: LAG Contract
Job #:	Enter Project Number	
File Name:	Labor Estimate.xlsm	

		Name	Name	Name	Name	Nai
Phase & Task No.	Phase & Task Title	Principal	E4 Engineer	E2 Engineer	L4 Landscape	Pro <u>.</u> Accou
Task 3	Shoreline Development Permit					
1	Shoreline Development Permit Application		8.0			
2	Coordination/Submittal/Revisoions	2.0	4.0			
3						
	Subtotal Hours	: 2.0	12.0			

Total Phase Hours:	3.0	29.0	20.0	
Total Phase Direct Labor:	\$228.00	\$1,450.00	\$780.00	

PHASE 8 Final Design

Task 1	Progress Meeting/Approval		
1	PFA / SOD Comment Review/Update/Re-Submittal	1.0	8.0
2	Progress Meeting	4.0	4.0
3			
4			
	Subtotal Hours	: 5.0	12.0

Employee Employee

Emplovee

Employee

Em



<u>mployee</u> <u>Name</u>						
Project countant	Total Direct Labor Hours & Cost	r Total Cost				
	8.0	\$	1,131.88			
	6.0	\$	996.05			
		\$	-			
	14.0	\$	2,127.93			
	52.0	\$	52.0			
	\$2,458.00	\$	6,955.40			
	9.0	\$	1,097.92			
	8.0	\$	1,301.66			
		\$	-			
		\$	-			
	17.0	\$	2,399.59			

SCJ Alliance

Client:	Town of Twisp		
Project:	North End SR 20 Ped/Bike Path	Contract Type: LAG Contract	
Job #:	Enter Project Number		
File Name:	Labor Estimate.xlsm		

			<u>Employee</u> <u>Name</u>	<u>Employee</u> <u>Name</u>	<u>Employee</u> <u>Name</u>	<u>Employee</u> <u>Name</u>	<u>Employee</u> <u>Name</u>			
Phase & Task No.	Phase & Task Title		Principal	E4 Engineer	E2 Engineer	L4 Landscape	Project Accountant	Total Direct Labor Hours & Cost	Т	otal Cost
Task 4	90% Plan Sheets									
1	Retaining Wall Design and details			2.0	8.0			10.0	\$	1,165.84
2	Flood Impact Mitigation (Additional Grading Plan)			1.0	4.0			5.0	\$	582.92
3	Finalize roadway layout/bike ramps		1.0		8.0			9.0	\$	1,097.92
4	Utility Adjustments			1.0	4.0			5.0	\$	582.92
5	Coordination with Right of Way Agent		2.0	8.0				10.0	\$	1,561.99
6	TCE Exhibits (12 Sites)			8.0	40.0			48.0	\$	5,546.21
		Subtotal Hours:	3.0	20.0	64.0			87.0	\$	10,537.80
		otal Phase Hours:	8.0	20.0	76.0			104.0	\$	104.0
		hase Direct Labor:	\$608.00	\$1,000.00	\$2,964.00			\$4,572.00	\$	12,937.39



SCJ Alliance

Client:	Town of Twisp							CONS	SULTING S	BERVICES
Project:	North End SR 20 Ped/Bike Path	Contract Type:	LAG Contract							
Job #:	Enter Project Number									
File Name:	Labor Estimate.xlsm									
			<u>Employee</u> <u>Name</u>	<u>Employee</u> <u>Name</u>	<u>Employee</u> <u>Name</u>	<u>Employee</u> <u>Name</u>	<u>Employee</u> <u>Name</u>			
Phase & Task No.	Phase & Task Title		Principal	E4 Engineer	E2 Engineer	L4 Landscape	Project Accountant	Total Direct Labor Hours & Cost	Тс	otal Cost
PHASE 6	Right of Way Services									
Task XX	Task Title									
1	Subtask Title								\$	-
		Subtotal Hours:							\$	-
		Total Phase Hours:							\$	-
		Total Phase Direct Labor:							\$	-
		Total Hours All Phases	21.0	49.0	96.0		8.0	174.0		174.0
		Total Direct Labor Estimate All Phases		\$2,450.00	\$3,744.00		\$288.00	\$8,078.00	Ś	22,858.32
		Indirect Costs		. ,				. ,	•	
		Subconsultants:								
		Subconsultant Subtotal:			Tierra Right of	Way			\$	\$41,065.00 41,065.00
		Subconsultant Markup:							\$	_
		Subconsultant Total:							\$	41,065.00
		Reimbursable Expenses:				~ ~*~			ć	
					Copies, Printin Mileage	g, פונ.			\$ \$	-



SCJ Alliance

Client:	Town of Twisp			
Project:	North End SR 20 Ped/Bike Path	Contract Type:	LAG Contract	
Job #:	Enter Project Number			
File Name:	Labor Estimate.xlsm			
			Employee	Employed

		<u>Employee</u> <u>Name</u>	<u>Employee</u> <u>Name</u>	<u>Employee</u> <u>Name</u>	<u>Employee</u> <u>Name</u>	<u>Employee</u> <u>Name</u>			
Phase & Phase & Task Title Task No.		Principal	E4 Engineer	E2 Engineer	L4 Landscape	Project Accountant	Total Direct Labor Hours & Cost	Т	otal Cost
	Expenses Subtotal:		-		-			\$	-
	Expenses Markup:							\$	
	Expenses Total:							\$	-
	Management Reserve:							\$	-
	Total Indirect Costs:							\$	41,065.00
	Total:							\$	63,923.32



Consultant Fee Determination Summary - Exhibit D-1

SCJ Alliance

Client:	Town of Twisp
Project:	North End SR 20 Ped/Bike Path
Job #:	Enter Project Number
File Name:	Labor Estimate.xlsm

SCJ ALLIANCE CONSULTING SERVICES

Contract Type: LAG Contract

Consultant Fee Determination

		Hours	Direct Hourly Ra	te			Amount
Principal		21.0	\$76.00				\$1,596.00
E4 Engineer		49.0	\$50.00				\$2,450.00
E2 Engineer		96.0	\$39.00				\$3,744.00
L4 Landscape		0.0	\$39.00				\$0.00
Project Accountant		8.0	\$36.00				\$288.00
					Total Direct S	alary Cost	\$8,078.00
OVERHEAD							
	Overhead Rate:	151.97%	Direct Salary Cost:	\$8,078.00	Over	head Cost	\$12,276.14
FIXED FEE		24.2224		40.000.00	-	15	62 504 40
	Fixed Fee Rate:	31.00%	Direct Salary Cost:	\$8,078.00	Fixed	d Fee Cost	\$2,504.18
TOTAL SALARY COS	т				Total S	alary Cost	\$22,858.32
SUBCONSULTANTS							
Tierra Right of Way		PHASE 6		Right of Way Services			\$41,065
		Subconsultant Fee Sub	stotal: \$0				\$41,065.00
		Subconsultant Fee Sub Subconsultant Markup					\$41,065.00 \$0.00
	DENCES						
REIMBURSABLE EXI	PENSES			of the Direct Salary Cost:	5		
REIMBURSABLE EXI	PENSES	Subconsultant Markup	p: <u>0%</u>	of the Direct Salary Cost: miles at	s \$0.655	_per mile	\$0.00 \$0.00
REIMBURSABLE EXI	PENSES	Subconsultant Markup Copies, Printing, etc.	p: 0%			_per mile	\$0.00
REIMBURSABLE EXI	PENSES	Subconsultant Markup Copies, Printing, etc. Mileage	p: 0%			per mile	\$0.00 \$0.00 \$0.00
REIMBURSABLE EXI SUBTOTAL (SALARY		Subconsultant Markup Copies, Printing, etc. Mileage Expenses Subtotal: Expenses Markup:	p: 0%			_per mile	\$0.00 \$0.00 \$0.00 \$0.00
		Subconsultant Markup Copies, Printing, etc. Mileage Expenses Subtotal:	p: 0% 0.0% 0 0%			_per mile	\$0.00 \$0.00 \$0.00 \$0.00
SUBTOTAL (SALARY	r, SUBCONSULT	Subconsultant Markup Copies, Printing, etc. Mileage Expenses Subtotal: Expenses Markup: CANTS AND EXPENSE. Subtotal (Salary, Subcons	p: 0% 0.0% 0 0%			per mile	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00
	r, SUBCONSULT	Subconsultant Markup Copies, Printing, etc. Mileage Expenses Subtotal: Expenses Markup: CANTS AND EXPENSE. Subtotal (Salary, Subcons	p: 0% 0.0% 0 0%			_per mile	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00

CONSULTANT FEE DETERMINATION - SUMMARY OF PROJECT COSTS Tierra Right of Way Services, Ltd. Town of Twisn Bicycle Pedestrian Project

•			Direct	y		00	unan Proj				
Labor Classification	Hours	_	Salary		ОН	I	Fixed Fee	-	Fotal	٦	Fotal Amount
PE Phase											
		<u>Dire</u>	ect Rate	<u>1</u>	<u>43.15%</u>		<u>30.00%</u>	<u>Bill</u>	ing Rate		
VP/Director	6	\$	76.92	\$	110.11	\$	23.08	\$	210.11	\$	1,260.64
Project Manager	35	\$	55.29	\$	79.15	\$	16.59	\$	151.02	\$	5,285.86
Right of Way Agent	100	\$	35.00	\$	50.10	\$	10.50	\$	95.60	\$	9,560.25
Right of Way Agent	15	\$	30.00	\$	42.95	\$	9.00	\$	81.95	\$	1,229.18
Adm. Project Coordinator	15	\$	30.00	\$	42.95	\$	9.00	\$	81.95	\$	1,229.18
-	171									\$	18,565.10
Direct Reimbursables											

ific Appraisal and Associates AOS's 15 \$1,500.00 \$22,500.00

Direct Reimbursables Subtotal: \$ 22,500.00

Total Amount Payable \$ 41,065.10



Actuals Not To Exceed Table (ANTE)

WSDOT Agreement: Tierra Right of Way Services, Ltd. 1575 E River Road, Suite 201 Tucson, AZ 85718					
Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE	Fixed Fee NTE	All Inclusive Hourly Billing	
V(D)Division Management	470.00	<u>143.15%</u>	30.00%	Rate NTE	
VP/Division Manager	\$76.92	\$110.11	\$23.08	\$210.11	
Project Manager	\$55.29	\$79.15	\$16.59	\$151.02	
Sr. Right of Way Agent Sr. Right of Way Agent	\$48.00 \$47.00	\$68.71 \$67.28	\$14.40 \$14.10	\$131.11	
Right of Way Agent	\$47.00	\$50.10	\$14.10	\$128.38 \$95.60	
Right of Way Agent	\$33.00	\$48.67	\$10.30	\$92.87	
Right of Way Agent	\$34.00	\$48.07	\$10.20	\$92.87	
Administrative Project Coordinator	\$30.00	\$42.95	\$9.00	\$81.95	
Editor	\$30.00	\$40.08	\$9.00	\$76.48	
Right of Way Technician	\$26.00	\$37.22	\$7.80	\$71.02	
Clerical	\$24.50	\$35.07	\$7.35	\$66.92	
	<u> </u>	\$0.00	\$0.00	\$0.00	
		\$0.00	\$0.00	\$0.00	
		\$0.00	\$0.00	\$0.00	
		\$0.00	\$0.00	\$0.00	
		\$0.00	\$0.00	\$0.00	
		\$0.00	\$0.00	\$0.00	
		\$0.00	\$0.00	\$0.00	
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		\$0.00	\$0.00	\$0.00	
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		\$0.00	\$0.00	\$0.00	
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		\$0.00	\$0.00	\$0.00	
		\$0.00	\$0.00	\$0.00	
		\$0.00	\$0.00	\$0.00	
		\$0.00	\$0.00	\$0.00	
		\$0.00	\$0.00	\$0.00	
		\$0.00	\$0.00	\$0.00	
		\$0.00	\$0.00	\$0.00	
		\$0.00	\$0.00	\$0.00	
		\$0.00	\$0.00	\$0.00	
		\$0.00	\$0.00	\$0.00	
		\$0.00	\$0.00	\$0.00	



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

TTY: 1-800-833-6388 www.wsdot.wa.gov

November 9, 2022

Tierra Right of Way Services, Ltd. 1575 E River Road, Ste 201 Tucson, AZ 85718

Subject: Acceptance FYE 2021 ICR - Risk Assessment Review

Dear Keith Ganske:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2021 ICR of 144.05% (rate includes 0.14% Facilities Capital Cost of Money). This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

If you have any questions, feel free to contact our office at (360) 705-7019 or via email <u>consultantrates@wsdot.wa.gov</u>.

Regards;

Schatzie Harvey (Nov 9, 2022 12:38 PS SCHATZIE HARVEY, CPA Contract Services Manager

SH:ah

				WAR	RANT/CHECK REGISTER	2			
Towr	n Of Twisp					Time: 1	4:32:37 D	ate:	11/08/2023
				1.	1/08/2023 To: 11/08/2023		P	age:	1
Trans	Date	Туре	Acct #	War #	Claimant	Amou	int Memo		
2327	11/08/2023	Claims	1	38180	CenturyLink Communications, LLC	404.3	36		
2328	11/08/2023	Claims	1	38181	Methownet.com	447.0	00		
2329	11/08/2023	Claims	1	38182	Okanogan County Sheriff's Off	9,000.0	00		
2330	11/08/2023	Claims	1	38183	Western First Aid and Safety, LLC	187.2	27		
		001 Gene	eral Fund			9,324.2	22		
		401 Wate	er Fund			341.8	82		
		404 Sewe	er Fund			372.			
							Claims:		10,038.63
						10,038.0	63		

CERTIFICATION: I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described and that the claim is a due and unpaid obligation against the Town of Twisp and that I am authorized to authenticate and certify to said claim.

Clerk/Treasurer _____ Date:_____

Council Signatures:

=

Hans Smith	
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Mark	Easton	

Alan Caswell_____

Aaron Studen	
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Katrina Auburn	
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