

# **Agreement for Professional Services**

This Agreement, dated as of \_\_\_\_\_, is entered into by and between the City of McCleary (“client”) and The Watershed Company, (“consultant”).

## **Section 1. The Services**

- 1.1 Consultant shall perform the services described in the attached Scope of Work (Exhibit A), which is incorporated herein by this reference.
- 1.2 Except as otherwise specifically provided in this Agreement, consultant shall furnish the following, all as the same may be required to perform the services described in paragraph 1.1 in accordance with this Agreement; personnel, labor and supervision; technical, professional and other services. All such services, property and other items furnished or required to be furnished, together with all other obligations performed or required to be performed, by the consultant under this Agreement are sometime collectively referred to in this Agreement as “Services”.
- 1.3 All provisions of this Agreement are intended to be complementary, and any services required by one and not mentioned in another shall be performed, to the same extent as though required by all. Details of the Services are not necessary to carry out the intent of this Agreement, but that are not expressly required, shall be performed or furnished by consultant as part of the Services, without any increase in the compensation otherwise payable under this Agreement.

## **Section 2. Schedule**

- 2.1 Consultants shall commence, prosecute and complete such Services on a schedule as directed by client.

## **Section 3. Compensation**

- 3.1 As full compensation for satisfaction performance of the Services, Client shall pay Consultant \$11,170. This compensation is described in Scope of Work (Exhibit A). Hourly rates are attached (Exhibit B).
- 3.2 Consultant shall submit each calendar month; invoice for the compensation payable under this Agreement for the Services performed during the preceding period. Each of Consultant’s invoices shall set forth a detailed description of Services performed during the applicable month, the number of hours spent performing such Services and any reimbursable costs and expenses incurred in connection with such Services.
- 3.3 Client shall pay each of consultant’s invoices within thirty (30) days.

#### **Section 4. Performance by Consultant**

- 4.1 Consultant shall not (by contract, operation of law or otherwise) delegate or subcontract performance of any Services to any other person or entity without the prior written consent of Client. Any such delegation or subcontracting without Client's prior written consent shall be voidable at Client's option.
- 4.2 No delegation of subcontracting of performance of any of the Services, with or without Client's prior written consent, shall relieve Consultant of its responsibility to perform the Services in accordance with this Agreement. Consultant shall be fully responsible for the performance, acts and other omissions of Consultant's employees, Consultant's subcontractors and any other person or furnishes any services (collectively, the "Support").
- 4.3 Consultants shall at all times be an independent contractor and not an agent or representative of Client with regard to performance of Services. Consultant shall not represent that it is, or hold itself out as, an agent or representative of Client. In no event shall Consultant be authorized to enter into any agreement or undertaking for or on behalf of Client.
- 4.4 Consultant shall perform the Services in a timely manner and in accordance with the standards of the profession. At the time of performance, Consultant shall be properly licensed, equipped, organized, and financed to perform the Services in accordance with this Agreement. Subject to compliance with the requirements of this Agreement, Consultant shall perform the Services in accordance with its own methods.
- 4.5 Consultants shall take all reasonable precautions to protect against any bodily injury (including death) or property damage that may occur in connection with the Services.

#### **Section 5. Compliance with Laws**

- 5.1 Consultant shall comply with all applicable laws, ordinances, rules, regulations, orders, licenses, permits, and other requirements, now in effect, of any governmental authority (including, but not limited to, such requirements as may be imposed upon Client and applicable to the Services). Consultant shall furnish such documents as may be required to effect or evidence such compliance. All laws, rules, orders, required to be incorporated in agreement of this character are incorporated in this Agreement by this reference.

#### **Section 6. Inspection: Examination of Records**

- 6.1 The services shall, at all times, be subject to inspection by and with the approval of client, but the making of (or failure or delay in making) such inspection or approval shall not relieve Consultant of responsibility for performance of the Services in accordance with this Agreement, notwithstanding client's knowledge of defective or noncomplying performance, its substantiality or the ease of its discovery. Consultant shall provide

client sufficient, safe, and proper facilities and equipment for such inspection and free access to such facilities.

- 6.2 Consultant shall promptly furnish client with such information related in Service as may be requested consultant.

### **Section 7. Proprietary and Confidential Information**

- 7.1 Consultant shall not, without the prior written consent of client disclose to third parties any information received in connection with the Services unless:
- (a) the information is known to Consultant prior to receiving the same directly or indirectly in connection with the Services.
  - (b) the information is in the public domain at the time of disclosure by Consultant; or
  - (c) the information is received by Consultant from a third party who does not have an obligation to keep the same confidence.

### **Section 8. Indemnities and Hold Harmless**

- 8.1 Subject to the limitations set forth in paragraph 8.2, Consultant shall indemnify and hold harmless client from and against all claims, cost liabilities, damages, and expenses, (including, but not limited to, reasonable attorney's fees) arising directly out of or in connection with:
- (a) any fault, negligence, strict liability of Consultant in connection with the Services of this Agreement;
  - (b) any lien asserted upon any property of client in connection with the Services or this Agreement;
  - (c) any failure of Consultant, or the Services to comply with any applicable law, ordinance, rule, regulation, order, license, permit and other requirement, now or hereafter in effect, of any governmental authority; or
  - (d) any breach of or default under this Agreement by Consultant.
- 8.2 As permitted by applicable law, paragraph 8.1 shall apply. However, paragraph shall not require Consultant to indemnify client against any liability for damages arising out of bodily injury or property damages caused by or resulting from negligence of client. Further, in the case of concurrent negligence of Consultant on the one hand and client on the other hand, Consultant shall be required to indemnify client only to the extent of the negligence of the Consultant.

### **Section 9. Workers' Compensation and Insurance**

- 9.1 With respect to all persons performing the Services, Consultant shall secure and maintain in effect at all times during performance of Services coverage or insurance in accordance with applicable laws relating to workers' compensation and employer's liability insurance (including, but not limited to, the Washington Industrial Insurance Act and

laws of the state in which any such person was hired), regardless of whether such coverage or insurance is mandatory or merely elective under the law.

Consultant shall furnish to client such assurance and evidence of such coverage or insurance (such copies of insurance policies and Certificates of Compliance issued by the Washington State department of Labor and Industries) as Client may request.

9.2 Consultant shall secure and maintain insurance with provisions, coverage, and limits substantially as specified in the attached certificate of insurance, endorsement and/or schedule of insurance requirement or, if none is attached, with such provisions, coverage, and limits as Client may from time to time specify to protect Client its successors and assigns, (collectively, the “ Additional Insured”) from any claims, losses, harms, costs, liabilities, damages, and expenses (including, but not limited to, reasonable attorney’s fees) that may arise out of any property damage, bodily injury (including death) or professional liability related to the Services. Upon Client’s request, Consultant shall furnish Client with such additional assurance and evidence of such insurance (such as copies of all insurance policies) as Client may request. Within thirty (30) days after any renewal or any notice of termination, cancellation, expiration, or alteration in any policy of insurance required under this Agreement, Consultant shall deliver to Client a certificate of insurance acceptable to Client with respect to any replacement policy.

9.3 All policies of insurance required under this Agreement shall:

- (a) Be placed with such insurers and under such forms of policies as may be acceptable to Client;
- (b) With the exception of workers’ compensation, employer’s liability and professional liability insurance, be endorsed to name the Additional Insured as additional insureds;
- (c) With the exception of workers’ compensation, employer’s liability and professional liability insurance, apply severally and not collectively to each insured against whom any claim is made or suit is brought, except that the inclusion of more than one insured shall not operate to increase the insurance company’s limits of liability as set forth in the insurance policy; and
- (d) Provide that the policies shall not be cancelled or their limits or coverage reduced or restricted without giving at least 30 days prior written notice to the appropriate contract services personnel of Client.

## **Section 10. Changes**

10.1 Client may, at any time by written notice thereof to Consultant, make changes in the Services within the general scope of this Agreement (including, but not limited to, additions to or deletions from any Services, suspension of performance and change in Schedule A and location of performance).

10.2 If any changes under paragraph 10.1 causes an increase or decrease in cost of the time required for performance of the Services an equitable adjustment in the compensation and schedules under this Agreement shall be made to reflect such increase or decrease, and

this Agreement shall be modified in writing accordingly. Such equitable adjustment shall constitute full compensation to Consultant for such change. If any change under paragraph 10.1 results in a decrease in the Services to be performed, Consultant shall not be entitled to anticipated profit on Services not performed and the loss anticipated profit shall not reduce the decrease in compensation under this Agreement resulting from such exchange. Further, Consultant shall not be entitled to any relocation of cost, profit, or overhead.

- 10.3 Notwithstanding any dispute or delay in arriving at a mutually acceptable equitable adjustment under paragraph 10.2, Consultant shall immediately proceed with performance of the Services as change pursuant to paragraph 10.1. If Consultant intends to assert a claim for equitable adjustment under paragraph 10.2, Consultant must, within sixty (60) days after Consultant's receipt of any notice under paragraph 10.1 that does not set forth an acceptable adjustment, submit to Client a written statement of the basis and nature of the adjustment claimed. Consultant shall not be entitled to any adjustment unless such written statement is submitted by Consultant to Client within the applicable period.

### **Section 11. Termination**

- 11.1 Client may, by written notice thereof to Consultant, terminate this Agreement as to all or any portion of the Services not performed, whether or not Consultant is in breach or default. Upon receipt of any such notice of termination, Consultant shall, except as otherwise directed by client, immediately stop performance of the Services to the extent specified in such notice. Consultant shall have the same termination rights as Client in Section 11.
- 11.2 In the event of termination pursuant to paragraph 11.1, an equitable adjustment shall be made in the compensation payable to Consultant under this Agreement, provided that such compensation as so adjusted shall in no event exceed a percentage of the total compensation otherwise payable under this Agreement equal to the percentage of the Services satisfactorily completed at the time of termination. Further, Consultant shall not be entitled to any reallocation of cost, profit or overhead. Consultant shall not in any event be entitled to anticipate profit on Services not performed on account of such termination. Consultant shall use its best efforts to minimize the compensation payable under this Agreement in event of such termination.
- 11.3 If Client purports to terminate or cancel all or any part of this Agreement for Consultant's breach or default when Consultant is not in breach or default which would permit such termination or cancellation, such termination or cancellation shall be deemed to have been terminated by Client pursuant to paragraph 11.1 and the rights of the parties shall be determined accordingly.

## **Section 12. Miscellaneous**

- 12.1 Any notice, request, designation, direction, statement or other communication under this Agreement shall be in writing and shall be delivered in person or mailed, properly addressed and stamped with the required postage, to the attention of:

The Watershed Company  
750 6<sup>th</sup> Street South  
Kirkland, WA 98033  
(425) 822-5242  
(425) 827-8136

- 12.2 Consultant shall not (by contract, operation of law or otherwise) assign this Agreement or any right or interest in this Agreement without the prior written consent of Client. For the purposes of the foregoing, any transfer of a controlling interest in Consultant (e.g., by a transfer of Securities or otherwise) shall be deemed an assignment of this Agreement. Any assignment without Client's prior written consent, shall relieve Consultant from its responsibilities to perform the Services in accordance, this Agreement. Subject to the foregoing restriction on assignment by Consultant, this Agreement shall be fully binding upon, and be enforceable by the successors, assigns, and legal representatives of the respective parties to this Agreement.
- 12.3 The obligation of consultant under Section 6, 7, 8, 11, and 12, and all provisions of this Agreement which may reasonably be interpreted or construed as surviving the completion, termination, or cancellation of this Agreement, shall survive the completion, termination, or cancellation of this Agreement.
- 12.4 The rights and remedies of the Client or the Consultant set forth in any provision of this Agreement are in addition to and do not in any way limit any other rights or remedies afforded to the Client or the Consultant by any other provision of this Agreement or by law.
- 12.5 This Agreement sets forth the entire agreement of the parties, and supersedes any and all prior agreements, with respect to the Services. No amendment or modification of any provisions of this Agreement (other than changes pursuant to Section 10) shall be valid unless set forth in a written amendment to this Agreement signed by both parties.
- 12.6 The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. The headings of sections of this Agreement are of any weight in the interpretation or construction of the provisions of such sections.
- 12.7 Consultant shall not commence or prosecute any suit, proceeding, or claim to enforce the provisions of this Agreement, to recover damages for breach of or default in this Agreement, or otherwise arising under or by reason of this Agreement, other than in the

courts of the State of Washington or the District Court of the United States, Western Division, State of Washington. Consultant hereby irrevocably consents to the jurisdiction of the courts of the State of Washington with venue laid in Clatsop County and of the District Court of the United States, Western Division, State of Washington.

- 12.8 This Agreement shall be interpreted, construed, and enforced in all respects in accordance with laws of the State of Washington.

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

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

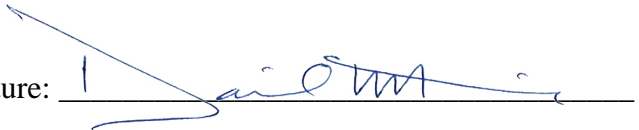
Signature: \_\_\_\_\_

Dated: \_\_\_\_\_

**The Watershed Company:**

Printed Name: Daniel Nickel\_\_\_\_\_

Title: Vice President\_\_\_\_\_

Signature: \_\_\_\_\_

Dated: May 2, 2022\_\_\_\_\_



**The Watershed Company Scope of Work and Budget  
for the Periodic Review of the McCleary Shoreline Master Program  
May 2, 2022**

**Scope of Work**

*\*The below tasks begin at Task 3 to align with Ecology's Periodic Review Scope of Work*

**Task 3. Project Coordination & Outreach.**

1. **Project kick-off and coordination.** Watershed will meet with City staff virtually to refine objectives, agree on initial tasks and timeline, and coordinate on known resources to be delivered to the project team. Watershed will follow up with a refined project schedule for both outreach and deliverables.
2. **Public Participation Plan.** Watershed will consult with City staff to prepare a basic Public Participation Plan to provide opportunities for public involvement in the SMP periodic review consistent with WAC 173-26-090. City will disseminate plan as needed.
3. **Conduct public participation activities.** As needed, throughout the update process Watershed staff will assist City staff in coordinating with applicable State and Federal agencies, tribal staff members, and neighboring jurisdictions that share an active interest in the City's SMP. The City will be the primary point of contact.

**Task 4. Review SMP & Draft Revisions, if Needed.**

1. **SMP review.** Watershed will review the SMP to identify how the SMP complies with current state laws, rules and guidance; to ensure the SMP is consistent with changes to the local comprehensive plans or development regulations; and to consider changes in local circumstances, new information or improved data. Watershed will document findings in Ecology's Periodic Review Checklist.
2. **Draft SMP revisions.** To address issues documented during Task 4.1, Watershed will provide recommended SMP amendments to the City in strikethrough/underline format.

**Task 5. Local Adoption Process.** The City will lead the local adoption process, including coordination with Ecology and all document submittals.

1. **SEPA documentation.** Watershed will complete a SEPA checklist for City use. City to lead SEPA process, including issuing the SEPA determination.
2. **Public meetings.** One Watershed staff will attend one virtual public hearing. One Watershed staff will attend one other virtual public meeting, if desired by the City.
3. **Responsiveness summary.** Watershed will prepare a matrix listing all comments received during the public hearing and public comment period (up to 10 comments). Watershed will provide the City with draft responses.
4. **Submit to Ecology for initial determination.** Watershed will revise the SMP based on City direction following completion of the public review process. City will submit the SMP and the responsiveness summary to Ecology for their initial determination of consistency.
5. **Adoption draft SMP.** Following receipt of Ecology's initial determination, we will assist the City to address required changes and prepare an adoption draft to go to City Council. Any recommended changes will be addressed as budget allows.

**Assumptions:**

- SMP revisions are to address findings in Ecology’s Periodic Review Checklist only. Optional revisions to improve the SMP are not included due to the extremely limited budget.
- Routine phone conversation to accomplish the above tasks is included. In-person meetings are not included.
- Within each task, the budget for subtasks can be shifted from one subtask to another as needed.

**Budget**

<b>Task #</b>	<b>Task Description</b>	<b>Hours</b>	<b>Cost</b>
<b>3</b>	<b>Project Coordination &amp; Outreach</b>	<b>11</b>	<b>\$1,780</b>
3.1	Project kick-off and coordination	6	\$930
3.2	Public Participation Plan	3	\$510
3.3	Conduct public participation plan activities	2	\$340
<b>4</b>	<b>Review SMP &amp; Draft Revisions, if Needed</b>	<b>29</b>	<b>\$4,970</b>
4.1	SMP review	20	\$3,400
4.2	Draft SMP revisions	9	\$1,570
<b>5</b>	<b>Local Adoption Process</b>	<b>26</b>	<b>\$4,420</b>
5.1	SEPA documentation	8	\$1,360
5.2	Public meetings	6	\$1,020
5.3	Responsiveness summary	4	\$680
5.4	Submit to Ecology for initial determination	4	\$680
5.5	Adoption draft SMP	4	\$680
		<b>Expenses</b>	<b>\$0</b>
		<b>Total</b>	<b>\$11,170</b>

**Hourly Rates Effective January 2022\***

Dan Nickel, MSc	Environmental Engineer	\$210
Hugh Mortensen, PWS	Senior Ecologist	\$210
J. Kenny Booth, AICP	Senior Planner	\$210
Al Wald, LHg	Hydrogeologist	\$190
Amber Mikluscak, PLA, GISP, MLA	Senior Landscape Architect/GIS Manager	\$180
Greg Johnston, EIT, CFP, MSc	Senior Fisheries Biologist	\$170
Nell Lund, PWS	Senior Ecologist	\$170
Ryan Kahlo, PWS	Senior Ecologist	\$170
Mark Daniel, AICP	Senior Planner/GIS Specialist	\$170
Marina French, PLA, MLA	Senior Landscape Architect	\$160
Kimberly Frappier, MSc	Environmental Planner	\$155
Clover McIngalls, PWS	Environmental Planner	\$150
Peter Heltzel, MSc, CFP	Fisheries Biologist	\$150
Heather Rogers, LG, MSc, WPiT	Planner/Geomorphologist	\$150
Katy Crandall, PWS	Ecologist/Arborist	\$145
Leila Willoughby-Oakes	Associate Planner	\$145
Kyle Braun, PLA	Landscape Architect/Arborist	\$140
April Mulcahy	Ecological Designer/Arborist	\$135
Roen Hohlfeld, MLA	Ecologist/Arborist/Landscape Designer	\$135
Alex Capron	Planner/GIS Specialist	\$130
Dawn Spilsbury	GIS Analyst/FAA Licensed Drone Pilot	\$130
Sam Payne, PWS	Ecologist/Arborist	\$125
Grayson Morris, PLA, MLA, SITES AP	Landscape Architect	\$120
Amanda Fleischman, MLA	Landscape Designer	\$118
Fern Huynh	Landscape Designer	\$117
Nathan Burroughs, MSc	GIS Analyst	\$115
Grace Brennan	Ecologist	\$115
Bri Hines	Environmental Planner	\$115
Devin Melville	Environmental Planner	\$113
Hui Cao	Landscape Designer	\$112
Alexis Ochoa	Arborist	\$110
Drew Foster	Arborist	\$110
Debra Klein	Accountant	\$110
Brooke Taylor	Accountant/Project Administrator	\$110
Betsy Mann	Marketing Manager	\$110
Angela Mele	Interpretive Planner	\$105
Jake Robertson	Arborist	\$105
Sage Presster	Ecologist	\$105
Justin Kay	Ecologist	\$100
Laura Keil	Landscape Designer	\$100
Jesse Rogers	Arborist	\$90
Anna Tono	Marketing Coordinator	\$75

**Acronym Key:**

CFP = Certified Fisheries Professional as certified by the American Fisheries Society  
 EIT = Engineer In Training  
 LG = Licensed Geologist  
 LHg = Licensed Hydrogeologist  
 GIS = Geographic Information System  
 PWS = Professional Wetland Scientist as certified by the Society of Wetland Scientists  
 PLA = State of Washington Professional Landscape Architect  
 AICP = American Institute of Certified Planners  
 MSc = Master of Science degree  
 MLA = Master of Landscape Architecture  
 GISP = GIS Professional

\*Rates for 2022 only; escalator clause for cost of living may apply in future years

## Direct Costs

<p><b><u>Auto Mileage</u></b> Maximum standard rate allowable by IRS</p>																															
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Outside Reproduction	At cost																														
Electrofishing Equipment Fee	\$100.00/day																														
Trimble Geo XH - GPS Equipment Fee	\$190.00/day																														
Field Tablet	\$20.00/day																														
Solomat Water Quality Testing Equipment Fee	\$50.00/day																														
YSI Salinity pH Meter	\$50.00/day																														
Expert testimony	Expert testimony is billed at 1.5 times standard hourly rates																														
Lodging and per diem	Reimbursement will be at a rate not to exceed the WA State OFM per diem rate for location services are provided. Out-of-State locations will be reimbursed at the current GSA rate for location services are provided.																														
Other Direct Costs At Cost																															