



mc contract
23-073

**SHEA, CARR & JEWELL, INC.
AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement for Professional Services (or this "Agreement") is dated September 26, 2023, and is made and entered into by and between:

Firm: Shea, Carr & Jewell, Inc. (dba SCJ Alliance) ("SCJ")
Address: 8730 Tallon Lane NE, Suite 200, Lacey, WA 98516
Telephone: 360-352-1465
Fax: 360-352-1509

and

Client: Mason County ("Client")
Address: 615 W Alder Street, Shelton, WA 98584
Telephone: 360-427-9670
Email: mwatson@masoncountywa.gov

Section 1 – The Project. SCJ shall perform all services, as described in Section 2 below, for the following project:

- a. **Project Name:** 2025 Periodic Comprehensive Plan Update & EIS (the "Project")
- b. **Project Number:** SCJ# 23-000471 Client# 0675
- c. **Project Location:** Mason County, WA

d. Project Timeline: SCJ shall perform its services as expeditiously as is consistent with the professional skill and care and the orderly progress of the Project. If SCJ is delayed in meeting this projected timeline due to causes beyond its control (including, but not limited to, war, riot, civil disorder, fire, labor trouble, strikes, accidents, energy failure, equipment breakdown, delays of suppliers, printers, or carriers, action of government or civil authority, or acts of God), then the projected timeline shall be extended accordingly.

Section 2 – Scope of Work. SCJ shall perform the services (the "Work") described in Attachment A:

Section 3 – Compensation to SCJ. SCJ shall perform the Work for Client for the following compensation:

Budget Summary	Estimated Fee Amount	Fee Basis
Phase 01 Project Management	\$ 13,114	T&M
Phase 02 Public Engagement	\$ 27,066	T&M
Phase 03 Initiate & Envision	\$ 34,610	T&M
Phase 04 Comprehensive Plan Update	\$ 175,673	T&M
Phase 05 Environmental Review & Adoption	\$ 81,960	T&M
Phase 98 Management Reserve	\$10,500	As authorized
Phase 99 Expenses	\$7,077	T&M
TOTAL BUDGETED FEE:	\$350,000	T&M NTE



Time and Materials. When the basis of SCJ's compensation is time and materials, Client will pay SCJ for the time SCJ spends and all the expenses SCJ incurs (see expenses addressed below) in performing the Work, pursuant to the Billing Rate Schedule shown in Attachment B. SCJ may change its billing rates and/or the reimbursement rate for the expenses it incurs from time to time due to market conditions with prior notice to Client. If SCJ changes any of its billing rates and/or reimbursement rates for its expenses, SCJ shall promptly provide a copy of its revised Billing Rate Schedule to Client.

Changes in billing rates and/or reimbursement rates for expenses is not a basis for increasing the Total Budgeted Fee shown above.

Lump Sum: When the basis of SCJ's compensation is a lump sum, Client will pay SCJ on a percent-complete basis of the Total Maximum Fee for the Work described in Section 2 of this Agreement. SCJ will be compensated in full upon completion of the Work. Any out-of-scope or extra services requested by the Client will be paid to SCJ on a time and materials basis in accordance with the provisions described above under Time and Materials.

Retainers. Client will pay a retainer to SCJ for the services in the amount of **\$0**. This fee shall be payable in advance upon contract signing. The retainer will not be applied to invoices until a history of timely invoice payment has been established and will not be completely released until the final project invoice. The specific retainer application schedule will be project specific and will be established by mutual agreement between the Client and SCJ.

Expenses: Expenses will include, but not be limited to, the following: transportation costs, including mileage; meals and lodging; laboratory tests and analyses; computer services; word processing services; telephone, printing, binding, and reproduction charges; all costs associated with outside consultants and other outside services and facilities; and other similar costs. Expenses which SCJ incurs on Client's behalf for outside consultants and other outside services or facilities shall include a 10% markup to compensate SCJ for its activities related to these expenses, such as: excise tax, liability insurance, profit, and additional administrative overhead.

Section 4 – Billing and Payment: SCJ will provide Client with an invoice once per month for Work on the Project during the prior month. Client agrees to pay SCJ within 30 days of receiving SCJ's invoice, after which date, if the invoice has not been paid in full, Client's account will become delinquent. Client is deemed to have received an invoice three days after SCJ mailed it to Client at its address provided in this Agreement, postage prepaid. If Client's account becomes delinquent at any time, the following shall apply:

- SCJ may, in its sole discretion, cease all Work on the Project and retain all records and work product in its possession related to the Project until such time as Client's account is brought current; and/or
- SCJ will assess interest at the rate of 1.5 percent per month against any delinquent invoice balance, unless such rate of interest exceeds the legal limit, in which case interest will be assessed against the delinquent invoice balance at the highest legal rate.

Section 5 – Standard of Care; No Warranties: SCJ will perform the Work consistent with the professional skill and care ordinarily provided by professionals practicing in the same or similar locality under the same or similar circumstances at the time the Work is performed. SCJ does not make or intend to make any warranty, expressed or implied, by performing any of the Work.

Section 6 – No Third-Party Beneficiaries: The parties do not intend, and no such intent shall be inferred, that SCJ assumes a direct obligation to any third party by entering into this Agreement.

Section 7 – Notice to Cure a Default: If SCJ materially breaches a provision of this Agreement, SCJ may be deemed in default. If SCJ fails within five (5) business days after written notification to commence and continue satisfactory correction of such default with diligence and promptness, then Client shall give SCJ a second written notice of termination within three (3) business days following the end of the five (5) day period.



Section 8 – Termination by Client:

Client may terminate this Agreement as provided in Section 7 in addition to any other remedy provided by this Agreement. If Client's costs arising out of SCJ's failure to cure the default, including the cost of completing the Work, exceed the unpaid Compensation to SCJ, SCJ shall be liable to the Client for such excess costs as limited by Section 10 below. If Client's costs are less than the unpaid Compensation to SCJ, Client shall pay the difference to SCJ. In the event Client exercises its rights under this Section 8, Client shall furnish to SCJ a detailed accounting of the costs incurred by Client.

Client may terminate this Agreement for its own convenience upon fourteen (14) days written notice to SCJ. Upon any termination for convenience, Client shall pay SCJ for all sums due through the effective date of the termination including, but not limited to, the amounts provided in Section 3 above and any expected profits.

If Client terminates this Agreement, with or without cause, before SCJ completes all of the Work, SCJ shall have the right to complete such services, analysis, and records, within its sole discretion, as are necessary to place SCJ's files in order and to complete a report on the services performed pursuant to this Agreement ("Project Closeout"). The time expended and expenses incurred by SCJ in carrying out the Project Closeout shall be billed to Client in addition to all time expended and expenses incurred by SCJ up to the date of termination.

Section 9 – Termination by SCJ:

SCJ may terminate this Agreement upon five (5) days written notice of the following:

- Client fails to pay SCJ in accordance with this Agreement.
- Client otherwise materially breaches this Agreement.

Upon termination by SCJ pursuant to this Agreement, SCJ shall be entitled to recover from Client payment for all sums due through the date of termination and for any proven loss, cost, or expense including, but not limited to, the amounts owing from Section 3 above, expected profits, and Project Closeout.

Section 10 – Limitation of Liability: The parties agree that the liability of SCJ (which includes SCJ's shareholders, directors, officers, employees, and agents) to Client for any loss or damage (whether damage or destruction of property or personal injury or death) related in any way to SCJ's performance or nonperformance under this Agreement shall be limited to the total Compensation in Section 3 above or one hundred thousand dollars (\$100,000), whichever is greater. IN NO EVENT SHALL SCJ BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, LOST PROFITS OR LIFE EXPECTANCY DAMAGES ARISING OUT OF THIS AGREEMENT.

Section 11 – Indemnification:

SCJ shall indemnify and hold Client harmless from all claims, demands or lawsuits at law or equity for personal injury or property damage ("Claim") arising in whole or in part from the negligence of SCJ or SCJ's agents, employees, or subconsultants; provided that nothing herein shall require SCJ to indemnify and hold harmless Client from Claims based solely upon the negligence of Client, its agents, officers or employees.

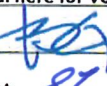

Client shall indemnify and hold harmless SCJ, its officers, directors, shareholders, and employees, from all claims, demands, or lawsuits at law or equity for personal injury or property damage ("Claim") arising in whole or in part from the negligence of Client or Client's agents, employees, contractors, or subcontractors; providing that nothing herein shall require Client to indemnify and hold harmless SCJ from Claims based solely upon the negligence of SCJ, its agents, officers, or employees.



The indemnifications are valid and enforceable only to the extent of the indemnitor's negligence where the damages are caused by or result from the concurrent negligence of (i) SCJ or its officers, employees, and agents, and (ii) Client or its officers, employees, and agents.

Washington State Industrial Insurance Act: Both SCJ and Client expressly waive any immunity, from claims against each other, provided by the Washington State Industrial Insurance Act (RCW 51) or similar law of the state of the Project's location. The provisions of this section shall not be limited in any way by any limitation on benefits payable to or for any third party under any State's Workers' Compensation Act. This waiver is not intended to waive and does not waive SCJ's design professional immunity from claims by an injured worker or beneficiary provided by RCW 51.24.035 or similar law of the state of the Project's location.

Voluntary Waiver: Both SCJ and Client acknowledge that they have mutually negotiated this waiver of immunity.

Initial here for Voluntary Waiver	
SCJ	
Client	

Initial here

Section 12 – Concurrent Work: This Agreement shall not limit, in any way, other work SCJ may undertake for any other client.

Section 13 – Insurance: SCJ shall obtain and keep in force during the terms of this Agreement insurance coverage as follows: (a) Workers' Compensation, as required by applicable statute; (b) Comprehensive General Liability, \$2 million per occurrence and \$4 million in the aggregate; (c) Automobile, \$1 million combined single limit; and (d) Professional Liability, \$1 million per claim and \$2 million in the aggregate.

SCJ will provide Client with thirty (30) day notice prior to cancelling any of the aforementioned policies.

Section 14 – Dispute Resolution, Jurisdiction, Venue, Attorney Fees, and Applicable Law:

Mediation: In the event that any dispute arises between the parties related to this Agreement, the parties agree to submit the dispute to non-binding mediation upon either party providing the other with written notice describing the dispute in detail. The parties shall cooperate in selecting the mediator, and the mediation shall occur within 30 days of a party providing written notice to the other party of the dispute. The mediation shall take place in Tacoma, Washington or, if the Project is located outside of the State of Washington, at a location as near the Project as is reasonably available.

Arbitration: Except as provided below in **Fee Disputes**, if mediation does not resolve the dispute, such dispute shall be decided by final and binding arbitration in accordance with the Construction Industry Rules of the American Arbitration Association, unless the parties mutually agree otherwise. The parties agree to be bound by the findings and award of such arbitration finally and without recourse to any court of law other than for the enforcement of the arbitrator's decision. As between the parties to this Agreement, the prevailing party in any arbitration shall be entitled to an award of its attorneys' fees, costs and expert fees incurred and the parties expressly grant the arbitrator the authority to award attorneys' fees and costs. The site of any arbitration arising out of or related to this Agreement shall be Tacoma, Washington or, if the Project is located outside of the State of Washington, at a location as near the Project as is reasonably available.

Fee Disputes: Following **Mediation**, any dispute involving only Client's failure to pay SCJ pursuant to this Agreement for SCJ's performance of the Work, may be resolved by commencing a lawsuit in court. Venue for the lawsuit shall be Pierce County, Washington or, if the Project is located outside of the State of Washington, at a location as near the Project as is reasonably available. The prevailing party in any such lawsuit shall be entitled to recover its reasonable costs and attorney fees.

Applicable Law: This Agreement shall be governed by the laws of the state of the Project's location.



Section 15 – Ownership of Work Product and Confidentiality: All reports, plans, specifications, field data, notes and other documents, including all documents on electronic media, which SCJ prepares in connection with the Project (which information is collectively referred to herein as “SCJ’s Work Product”) are instruments of SCJ’s service and shall remain the sole property of SCJ, unless agreed otherwise in writing. Client shall not reuse or modify SCJ’s Work Product, without SCJ’s prior written authorization, which authorization SCJ may not unreasonably withhold. Any unauthorized use of the SCJ’s Work Product shall be at the Client’s sole risk and without liability to SCJ and the Client agrees to defend, indemnify and hold harmless SCJ for all claims and liability resulting from such unauthorized use.

Client shall maintain the confidentiality of information specifically designated as confidential by SCJ, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Client from establishing a claim or defense in an adjudicatory proceeding. Only information designated as confidential by SCJ shall be deemed confidential as provided by this paragraph.

Section 16 – Electronic Files and Data: Subject to Section 15 above, if requested, SCJ will provide electronic files to Client for its use and reference in connection with the Project. Client acknowledges and agrees that it shall be solely responsible for inspecting and testing any such electronic files before accessing or using them to verify they are free from bugs, viruses, or other destructive or harmful programs (referred to collectively herein as “Viruses”). Further, SCJ does not make or intend to make any warranty, expressed or implied, that any electronic file it provides to Client will be free from Viruses. Therefore, Client waives any claim it may have against SCJ which waiver includes all measures of damages, including, but not limited to, general, special, direct, indirect, consequential (including loss of profits and/or business), exemplary, statutory, and punitive damages) because any electronic files SCJ provides to client contain any Viruses.

All deliverables provided to Client for the Work shall be hard copies unless otherwise stated in Attachment B. If requested, SCJ may provide electronic files to Client; however, Client acknowledges and agrees that it shall be solely responsible for verifying consistency between electronic files and hard copy deliverables. In the event of any inconsistency between hard copy deliverables and electronic files, the hard copy deliverable shall govern.

Section 17 – Notices: Any written notice provided by one of the parties to the other in connection with this Agreement shall be received when personally delivered, when received by facsimile, or on the third day following mailing by USPS, postage prepaid, to:

SCJ: SCJ Alliance
Attn: Cristina Haworth, AICP, Project
Manager
8730 Tallon Lane NE
Suite 200
Lacey, WA 98516
Email: cristina.haworth@scjalliance.com

Client: Mason County
Attn: Marissa Watson, Project Manager

615 W Alder Street
Shelton, WA 98584
Email: mwatson@masoncountywa.gov

Section 18 – Survival and Severability: The terms and conditions of this Agreement shall survive the completion of the Work and the termination of this Agreement, whether for cause or for convenience. If any term or condition of this Agreement is ever held to be unenforceable, all remaining terms and conditions shall continue in full force and effect.

Section 19 – Modifications: This Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. Except as provided in Section 3 above regarding the periodic adjustment of SCJ’s billing rates and/or reimbursement rate of expense, this Agreement may only be amended, modified, or added to by written instrument properly signed by both parties. The parties acknowledge the general contract rule that a clause in a contract, such as this one,



prohibiting oral modifications is itself generally subject to oral modification. However, in order to ensure certainty as to the terms and conditions of this Agreement, the parties waive this general contract rule.

Section 20 – Assignment: Neither party may assign all or a portion of its rights under this Agreement or delegate all or a portion of its obligations under this Agreement without the express written consent of the other party.

Section 21 – Independent Review: The parties acknowledge that they have read this Agreement and fully understand its terms. The parties further acknowledge that the terms of this Agreement have been mutually negotiated at arms-length. The parties waive the general rule of construction, therefore, that an agreement shall be construed against its drafter.

Section 22 – Acceptance and Authorization to Proceed: By signing this Agreement, Client agrees that the terms and conditions of this Agreement are acceptable and approved. If Client is a legal entity (e.g., a corporation, partnership, or limited liability company), then the person who signs on behalf of Client certifies that he or she has the authority to bind Client to the terms and conditions of this Agreement. If Client is a legal entity and it claims at any time that the person who signed this Agreement lacked the authority to do so, SCJ may name such person, in addition to Client, in any lawsuit or arbitration which arises relating to this Agreement and seek to hold such person liable, along with Client, in such proceeding. Upon SCJ’s receipt of this fully executed Agreement, SCJ shall have authority to commence the Work.

Section 23 – Attachments. The following attachments are hereby made a part of this Agreement.

- Attachment A – Scope of Work
- Attachment B – Billing Rate Schedule

SCJ:

CLIENT:

SCJ Alliance

Mason County

By: _____

By: _____

Sign here

William Grimes (Print name)

Sharon Trask (Print name)

Principal (Title)

Chair, Mason Co. Board of Commissioners (Title)

9-19-23 (Date)

September 26, 2023 (Date)



Exhibit A
Scope of Work
2025 Periodic Comprehensive Plan Update and EIS
Mason County, WA

Prepared For: Marissa Watson, Senior Planner, Mason County Department of Community Development

Prepared By: Cristina Haworth, AICP, Project Manager

Date Prepared: September 11, 2023

Introduction:

Mason County is required to update its Comprehensive Plan by June 30, 2025, in accordance with the Growth Management Act (GMA). The Comprehensive Plan provides elected and appointed officials, County staff, residents, the business and development community, and other interested persons with a consistent, relevant plan for development. The plan establishes a vision, values, and priorities to guide the County's decision-making and development patterns over the next 20 years. An Environmental Impact Statement (EIS) is necessary to consider potential impacts from implementing the plan.

SCJ Alliance has been selected to support Mason County in completing this project. Work is anticipated to include: creating detailed project work plans for project phases; preparing and executing a public participation plan; reviewing and identifying gaps in the County's existing planning and policy documents using the Washington Department of Commerce (DOC) checklist and resources; work with Community Development staff and elected and appointed officials to define a clear direction and vision for the 2025 Comprehensive Plan; conduct subarea planning for several communities; coordinate with multiple County departments, partner agencies, Tribes, and other project partners; and complete the Comprehensive Plan update and EIS by the state-mandated deadline. The following Scope of Work details the specific tasks, deliverables, conditions, and assumptions for completing the project.

Phase 1 Project Management and Coordination

Task 1 Kickoff Meeting

SCJ will work with County staff to schedule and facilitate a kickoff meeting with primary staff to be involved in the project. The kickoff meeting will set expectations for the work, including reviewing the project scope and milestone schedule and discussing responsibilities between SCJ and County staff. We will also discuss communication protocols between team members on the client and consultant sides to make sure information is flowing in a controlled manner. SCJ will prepare a meeting agenda and materials, facilitate the meeting, and record meeting notes

for distribution to attendees following the meeting. Final notes will be circulated if comments or edits are identified.

Task 2 Project Work Plan

Following the kickoff meeting, SCJ will finalize the project work plan by preparing a project management plan and updating the scope of work and milestone schedule. The project management plan will provide a detailed overview of approach, tools, and techniques used to manage the project from start to finish.

Task 3 Monthly Check In Meetings

The SCJ and Mason County Project Managers will meet on a monthly basis to review the project work plan, progress to date, and upcoming deliverables and deadlines. Meetings will last for 30 minutes and may be cancelled or rescheduled as necessary.

Task 4 Monthly Invoicing and Progress Reports

Invoices will be delivered electronically monthly and will be accompanied by a progress report (cover letter) summarizing work performed in each billing period.

Phase 1 Conditions and Assumptions

1. SCJ Alliance is flexible in approaching this work. Changes to this scope can be made by written request from the County's Project Manager. Adjustments to schedule and budget may be required if changes are requested.
2. The County will determine attendees for the kickoff meeting. We anticipate the County Administrator, Community Development staff, Public Works staff, and a public information officer will be present; other departments may be represented as the discretion of the County.
3. The County's project manager will make themselves available for recurring, 30-minute monthly meetings. We anticipate the occasional need to cancel or reschedule these meetings as mutually agreed to.

Phase 1 Deliverables

- Kickoff Meeting Agenda and Notes – Draft and Final
- Project Work Plan – Final (Updated Scope of Work, Updated Milestone Schedule, Record of Changes, Project Management Plan)
- Biweekly Check In Meeting Agendas and Notes
- Monthly Invoices and Progress Reports

Phase 2 Public Engagement

Task 1 Public Participation Plan and Core Team Meeting

SCJ will prepare a Public Participation Plan (PPP) that documents the purpose, methods, schedule, and participants for public engagement throughout this project. County staff will

provide input on preferred activities, a project calendar, and shared responsibilities for outreach events. The PPP will serve as a living document for project coordination.

Task 2 Orientation Interviews

The SCJ team will meet with community representatives, collaborators, and other interested parties to understand key topics and issues that are important to communities in Mason County. County staff will identify interviewees, set up a meeting space, and send meeting invitations on SCJ's behalf. We will conduct up to eight one-hour meetings (individual interviews or small focus groups) over two days.

Task 3 Engagement Activities

We will plan and execute the following public engagement activities:

- Questionnaire/Survey. We will draft and design a survey to gather public input related to priorities, trade-offs, values, and preferences. We may use Maptionnaire, Alchemer, and/or ArcGIS StoryMaps tools as part of the survey.
- Public Workshops. We will conduct two public workshops to support engagement. At the first public workshop, SCJ will present our audit findings and a summary of legislative requirements the new plan will need to address. SCJ will also present a draft vision at this workshop, inviting community members to consider it and offer reactions to help with its refinement. The second public workshop will address policy changes and the likely land use/housing/transportation scenario making up the foundation of the plan.
- Studio Series. We will support subarea planning in Allyn, Hoodspout, and Union (see Phase 4, below) with a Storefront Studio to envision and evaluate design and strategic options for growth in the planning subareas. The studio will include two days of meetings and charettes. One public evening workshop on each day will guide the studio's progress and evaluate its results, confirming a preferred direction for the subarea plan's recommendations.
- Roll-Out Open House. We will conduct a roll-out open house to invite community input on our draft recommendations. This will be an educational and information meeting that invites feedback from the general public. Interactive exercises at the roll-out will provide us with specific suggestions on how the plan can be refined to reflect community needs and aspirations. This meeting can be in-person, virtual, or a hybrid, to be determined as we plan the event.

We will also plan for smaller, ad hoc engagement opportunities and prepare a mobile engagement kit or similar materials. Where possible, existing events will be used as a primary

method of public outreach and SCJ will prepare materials as part of the engagement kit to support outreach at these events.

Task 4 Project Website and Social Media

Project Website and Social Media. We will coordinate with Mason County's web developer/webmaster to provide material to engage the public, conduct outreach, share information, and keep the project on the public's radar. The County will set up, host, and update the project website. SCJ will provide initial content and up to three refreshes throughout the project duration.

Task 5 Planning Advisory Committee

SCJ will coordinate with County staff to use the existing Planning Advisory Committee (PAC) to host workshops, meetings, and public hearings and serve in an advisory capacity as we work through the vision, Countywide Planning Policies, various element updates, and subarea plans. We will attend up to six PAC meetings.

Task 6 Interdepartmental and Interagency Coordination Meetings

SCJ and County staff will meet quarterly with internal and external groups to address key issues as they arise. Working meetings with County and agency staff will also be scheduled as needed during the various phases as noted below. We anticipate meetings will include representatives from Mason County departments, Tribal nations, City of Shelton, State and Federal agencies, Public Utility Districts, school districts, and others as identified by Mason County.

Phase 2 Conditions and Assumptions

1. SCJ Alliance is flexible in approaching this work. Changes to this scope can be made by written request from the County's Project Manager. Adjustments to schedule and budget may be required if changes are requested.
2. The survey will be hosted on a digital platform. If the County chooses to accept paper surveys, County staff will complete data entry into the digital platform.
3. County staff will participate in public engagement events where possible. County staff will support the distribution of the ad hoc engagement kit to local leaders, civic and social groups, and others interested in hosting an event.
4. County staff will prepare and manage a project website. SCJ will prepare initial content and up to three major refreshes.
5. County staff will operate social media related to this project, if social media outreach is desired. SCJ will provide messaging and materials as necessary to support social media posts.
6. County staff will manage the planning advisory committee. We anticipate the PAC will prefer to meet more often than six times; Mason County staff will attend additional meetings and update SCJ on committee efforts.

Phase 2 Deliverables

- Public Participation Plan – Draft and Final
- Orientation Interview Questions and Notes (up to 8 interviews)
- Public Survey Questions – Draft and Final
- Public Workshop Materials – Draft and Final (up to 2 events)
- Storefront Studio Materials – Draft and Final
- Roll-Out Open House Materials – Draft and Final
- Ad Hoc Engagement Kit Materials – Draft and Final
- Public Engagement Collateral (website content, flyers, cards, etc.)
- Public Engagement Summary Report – Draft and Final
- Planning Advisory Commission Meeting Agendas and Notes (up to 6 meetings)
- Interagency and Interdepartmental Coordination Meeting Agendas and Notes (up to 6 meetings)

Phase 3 Initiate and Envision

In this phase, we focus on establishing a thorough understanding of Mason County’s current policy context and the issues the plan needs to address.

Task 1 Demographics Report

SCJ and FCS Group will update the Comprehensive Plan’s demographic information by preparing a community profile with infographics using the US Census, American Community Survey, and Washington Office of Financial Management (OFM) information. The report will highlight findings for each Urban Growth Area (UGA), Rural Activity Center (RAC), and hamlet. FCS Group will provide a demographic, socioeconomic, and economic profile as a basis for work in Phase 4. This task also includes compiling GIS data from the County and other public sources for project maps.

Task 2 Policy Framework

The SCJ team will review and analyze existing plans and other relevant planning documents and will compile this information into a single, cohesive reference document. This will be a living document, keeping track of emerging policy initiatives as they emerge and providing comparisons to existing policies.

Task 3 Projections and Land Use Needs Analysis

The SCJ team will review existing land uses and compare them to population forecasts and Department of Commerce housing and employment allocations. We will collaborate with City of Shelton staff to distribute the required housing allocations across affordability levels fairly between Shelton and Mason County, using Commerce’s Housing All Planning Tool (HAPT). We will prepare an analysis memorandum documenting our findings.

Task 4 GMA Checklist

SCJ will apply the Department of Commerce’s *Periodic Update Checklist for Fully-Planning Counties* (April 2023 version or as updated) to Mason County’s Comprehensive Plan and development regulations to identify specific revision requirements and opportunities. We will also assess how the County’s goals match the results of early community conversations to inform discussions about visioning. The completed checklist will be summarized in a technical memo with requirements and recommendations for the update.

Task 5 Community Vision

We will review and refine Mason County’s vision statement to reflect the community input (see Phase 2, above) and represent the many perspectives held by Mason County residents. We will prepare a draft vision statement for review at the Planning Advisory Commission and for public review. We will incorporate comments into a final version that will be used to guide the remainder of the update process.

Phase 3 Conditions and Assumptions

1. SCJ Alliance is flexible in approaching this work. Changes to this scope can be made by written request from the County’s Project Manager. Adjustments to schedule and budget may be required if changes are requested.
2. The County will provide current copies of all relevant planning and policy documents in an electronic format (PDF preferred) for review by the SCJ team.
3. The County will provide any demographic information and GIS data available and relevant to this project.

Phase 3 Deliverables

- Demographics Report – Draft and Final
- GIS Geodatabase with Metadata (metadata only for new data created for this project)
- Project Maps—anticipated to include Vicinity Map, UGA/RAC/Hamlet Map, Current and Future Land Use Maps, and up to four additional maps
- Growth Projections and Land Use Needs Analysis Memo—Draft and Final
- GMA Checklist
- Comprehensive Plan Update Recommendations Memo—Draft and Final
- Community Vision Statement—Draft and Final

Phase 4 Comprehensive Plan Update

Task 1 Land Use Planning

SCJ will work with County staff to develop up to two alternative land use scenarios, addressing potential land use changes and policy consequences. Alternatives are anticipated to include a lower growth scenario and a higher growth scenario. As part of this task, we will evaluate existing land use in Union, Hoodsport, Taylor Towne, and the hamlets of Bayshore, Dayton,

Deer Creek, Grapeview, Lilliwaup, Matlock, Potlatch, Spencer Lake, and Tahuya to determine if zoning changes are appropriate. This task includes preparation of a composite map of constraints to growth and development using the available GIS data collected in Phase 3. The scenarios will be the basis for public engagement workshops, further policy development, and the SEPA EIS.

Task 2 Countywide Planning Policies

SCJ will collaborate with Mason County and City of Shelton staff to develop updated Countywide Planning Policies (CPPs) that guide growth toward the preferred alternative identified in Task 4.1. SCJ will prepare draft CPPs based on the refined vision, public engagement results, and guidance from the County Commission and the PAC. We will host a workshop with staff from the County, City, and other affected agencies to present and refine draft CPPs. The CPPs will be used to update the Comprehensive Plan elements and complete the subarea plans.

Task 3 Plan Drafting and Regulations Recommendations

Using the revised CPPs and vision statement, SCJ will update each element of the Comprehensive Plan as detailed below. Drafts will be presented to Mason County staff for initial review and refined prior to release for public review. The initial drafts will be text-only for easy review and commenting; public review drafts will be formatted with graphic elements.

- **Countywide Planning Policies.** Consolidate updates completed in Task 2 of this Phase.
- **Land Use Element.** Update as necessary, including the demographics information developed in Task 1 of Phase 3 and land use capacity analysis and growth projections analyzed in Task 3 of Phase 3 to ensure relevance of existing policies and recommend new policies if gaps are identified.
- **Rural Element.** Review, update, and revise as necessary, including addressing demographics, land use capacity, and growth projections applicable to rural areas. Confirm policies related to critical areas, LAMIRDs, and other rural land use.
- **Housing Element.** Update element to be consistent with recently adopted legislation and housing allocations and the recently-completed Housing Needs Assessment (HNA). FCS Group will complete a land capacity analysis and policy evaluation and prepare new housing policies for consideration by the County, then update the Housing Element. Coordinate with City of Shelton staff.
- **Capital Facilities Element.** Assist County with filling in gaps in capacity analysis and facility needs where necessary with input from County departments and service providers.
- **Utilities Element.** Review current plans and recommend changes to ensure consistency with other plan elements while paying attention to potential growth and infrastructure needs. Coordinate with public works, utilities, and waste management staff or providers.

- **Transportation Element.** Update inventory, volumes, and performance information. Coordinate with land use scenarios (developed in Task 1, above) and prepare 2045 forecasts in average daily trips and peak hours. Evaluate anticipated 2045 performance and prepare an updated project list and estimated cost information.
- **Economic Development.** Review, update, and revise as necessary to address changes in economic development focus areas.
- **Plan Implementation and Monitoring.** Incorporate the implementation plan developed in Task 5 of this Phase.
- **Appendices.** Review, update, and revise as needed.

Updates will address deficiencies identified in the GMA checklist and gap analysis and rely on updated technical studies, as appropriate. The SCJ team will prepare an internal review draft of each element, delivered as a text-only Word file for Track Changes review. Following incorporation of City review comments, SCJ will compile updated elements into a public review draft of the Comprehensive Plan.

Task 4 Subarea Plans

SCJ will create subarea plans for Allyn, Hoodspout, and Union. These will be informed by the vision, CPPs, draft plan elements, and the Storefront Studio (see Phase 2, above).

Task 5 Implementation

SCJ will create an implementation strategy for the Comprehensive Plan, including near-term, mid-term, and long-term actions. Close coordination with various County departments is necessary to support this task.

Task 6 Final Comprehensive Plan

Following public and environmental (SEPA) review, SCJ will prepare a final Comprehensive Plan for the adoption and certification process. The final plan will be provided as a PDF and its native files, including an InDesign package with all linked documents and graphic elements.

Task 7 Development Regulations Amendment Recommendations

SCJ will use the gap analysis completed in Phase 3, above, and the final policy guidance developed in Task 3 of this Phase to prepare a memorandum summarizing recommended amendments to the Mason County Code. Code amendments will be developed and processed by County staff.

Conditions and Assumptions

1. SCJ Alliance is flexible in approaching this work. Changes to this scope can be made by written request from the County's Project Manager. Adjustments to schedule and budget may be required if changes are requested.
2. The SCJ Alliance team's work is limited to the elements and chapters listed in Task 3; any other chapters/elements are outside the scope of work.

3. Internal review drafts for each element will be reviewed by County staff. This scope includes preparation of the internal review drafts and one round of edits/revisions to address questions, comments, and redlines.
4. Drafting the comprehensive plan includes one review of each draft element by the Planning Advisory Commission. The PAC may need to review multiple elements at each meeting. PAC meetings will be held virtually.
5. The public review draft will be updated up to two times to address SEPA review comments, public comments, and any feedback from staff and elected and appointed officials.
6. County staff will submit the draft plan to the Department of Commerce for the 60-day review period.
7. Updates to the development regulations are not included in this scope of work. If desired, we can complete code updates on a time and materials basis authorized through a contract amendment.

Deliverables

- Land Use Scenario Graphics and Narrative Materials—Draft and Final
- Revised Countywide Planning Policies—Draft and Final
- Draft Comprehensive Plan Elements—text-only Word version(s)
- Subarea Plans—Draft and Final
- Implementation Strategy—Draft and Final
- Final Comprehensive Plan Elements
- Compiled Comprehensive Plan—Draft and Final
- Development Code Update Recommendations Memo—Draft and Final

Phase 5 Environmental Review and Adoption

Phase 5 will run concurrently with Phases 3 and 4. This process follows the Washington Administrative Code's guidance for developing, vetting, and certifying an integrated comprehensive plan and Environmental Impact Statement (EIS) (WAC 197-11).

Task 1 Background and Scoping

The scope and level of environmental review will match the degree of detail and transformation the Comprehensive Plan anticipates. We will work with you to define the EIS' scope of analysis and prepare a determination of significance and scoping notice to kick off the SEPA process.

Task 2 Preparing the DEIS

The actual details of preparing the Draft EIS (DEIS) and the level of resources necessary to do it will be determined by the results of the scoping exercise and how the County wishes to proceed. Regardless of the depth of analysis required, the process will include an alternatives analysis using the two growth scenarios developed in Phase 4 and a no action alternative, an assessment of potential impact, an integrated DEIS, and a Final EIS (FEIS).

Task 3 Preparing the FEIS and Response to Comments

We will prepare the final integrated document after the close of the public and agency comment period, readying it for its eventual hearing to support the Comprehensive Plan's adoption. We will work with County staff to respond to public comments on the DEIS.

Task 4 Adoption

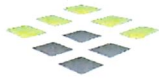
SCJ will introduce and workshop each element at the PAC, incorporating review comments into a public review draft (see Phase 4) used for a final recommendation from the PAC at a public hearing. Following the recommendation, SCJ will work with the Board of County Commissioners (BOCC) to review and adopt the final plan. Where feasible, joint PAC/BOCC meetings will be used to provide project briefings.

Phase 5 Conditions and Assumptions

1. SCJ Alliance is flexible in approaching this work. Changes to this scope can be made by written request from the County's Project Manager. Adjustments to schedule and budget may be required if changes are requested. For the purposes of budgeting this phase of work, the following assumptions have been made:
 - a. The DEIS will include analysis of Land Use, Housing and Antidisplacement, Utilities and Infrastructure, Transportation, Cultural and Historic Resources, Recreation, Biological Resources and Critical Areas, and Aesthetics.
 - b. The EIS will include analysis of two (2) Action Alternatives (the two growth scenarios identified in Phase 4) in addition to the No Action Alternative.
 - c. SCJ Alliance will prepare preliminary, revised, and public review versions of the Draft and Final EIS documents for County review.
 - d. SCJ Alliance will coordinate with the County on responding to up to 50 individual comments on the Draft EIS.
2. Mason County will file for final certification by Department of Commerce.

Phase 5 Deliverables

- SEPA Scoping Notice
- Draft Environmental Impact Statement
- Final Environmental Impact Statement
- Public Hearing Materials—Presentations (up to 3 meetings)



SCJ Alliance
Billing Rate Schedule – 2023

Classification	Hourly Billing Rate
Principal	\$185.00 - \$400.00
Senior Consultant	\$165.00 - \$390.00
Senior Project Manager	\$185.00 - \$325.00
PM3 Project Manager	\$165.00 - \$250.00
PM2 Project Manager	\$145.00 - \$235.00
PM1 Project Manager	\$130.00 - \$225.00
Senior Engineer	\$155.00 - \$240.00
E4 Engineer	\$145.00 - \$215.00
E3 Engineer	\$125.00 - \$185.00
E2 Engineer	\$105.00 - \$160.00
E1 Engineer	\$100.00 - \$145.00
Senior Landscape Architect	\$130.00 - \$180.00
L4 Landscape	\$120.00 - \$170.00
L3 Landscape	\$115.00 - \$150.00
L2 Landscape	\$105.00 - \$140.00
L1 Landscape	\$100.00 - \$130.00
Senior Planner	\$155.00 - \$245.00
P4 Planner	\$125.00 - \$180.00
P3 Planner	\$115.00 - \$170.00
P2 Planner	\$105.00 - \$160.00
P1 Planner	\$90.00 - \$145.00
Senior Technician	\$115.00 - \$180.00
T4 Technician	\$110.00 - \$155.00
T3 Technician	\$100.00 - \$145.00
T2 Technician	\$90.00 - \$135.00
T1 Technician	\$80.00 - \$125.00
Senior Construction Manager	\$185.00 - \$290.00
RE 3 Construction Resident Engineer	\$170.00 - \$250.00
RE 2 Construction Resident Engineer	\$145.00 - \$230.00
RE 1 Construction Resident Engineer	\$140.00 - \$190.00
Construction Office Engineer	\$145.00 - \$230.00
CI 4 Construction Inspector	\$170.00 - \$250.00
CI 3 Construction Inspector	\$145.00 - \$230.00
CI 2 Construction Inspector	\$120.00 - \$165.00

These rates are current as of January of 2023 and will be subject to change on a yearly basis.



CI 1 Construction Inspector	\$100.00 - \$155.00
Graphic Designer	\$100.00 - \$155.00
PC3 Project Coordinator – CM Only	\$125.00 - \$165.00
PC 2 Project Coordinator	\$115.00 - \$155.00
PC 1 Project Coordinator	\$100.00 - \$140.00
Project Accountant	\$100.00 - \$200.00
Other Fees:	
<ul style="list-style-type: none">• Direct project expenses are billed at cost plus 10%	