RESOLUTION NO. 19-0474

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A PERSONAL SERVICES CONTRACT FOR A PLANNING/ECONOMIC DEVELOPMENT STUDY WITH BERK CONSULTING, INC.

WHEREAS, on April 9, 2019, City Council adopted an Emergency Interim Zoning Ordinance No. 19-0547, on the acceptance of applications for new residential/multi-family development in the TC, C, MUR, and BP zones for a period of six-months; and

WHEREAS, on July 23, 2019, the City Council voted 6-1 to modify the interim zoning ordinance by limiting the geographic scope to the Mixed Use Residential (MUR) zone on the east side of Meridian Avenue and a portion of the Town Center (TC) zoning district, which is located only on the east side of Meridian Avenue south of 22nd Street East; and

WHEREAS, on July 30, 2019 the City Council directed staff to prepare a request for proposals (RFP) to conduct a study of the Town Center (TC) and Mixed Use Residential (MUR) zoning districts, which will include a review of uses, appropriateness of commercial integration with residential project, where a [minimum] 3/1 development would be feasible in Edgewood, and if any additional modifications to the EMC are necessary; and

WHEREAS, on August 20, 2019 City Council reviewed the request for proposals (RFP) to conduct a study of the Town Center (TC) and Mixed Use Residential (MUR) zoning districts and recommended staff bring forward for a motion to approve publication at the next regular council meeting, which was approved for publication on August 27, 2019;

WHEREAS, on September 20, 2019 City staff reviewed and scored the four proposals that were received, it was determined out of the 600 points possible; the submittal by Berk Consulting, Inc. was scored as the clear top candidate;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to execute a Personal Services Contract, attached hereto and incorporated herein with Berk Consulting, Inc.


Daryl Eidinger, Mayor
ATTEST:

Rachel Pitzel, CMC
City Clerk
PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF EDGEWOOD
AND
BERK CONSULTING, INC.

THIS AGREEMENT is entered into between the City of Edgewood, Washington, hereinafter referred to as "the City", and Berk Consulting, Inc., hereinafter referred to as "the Consultant" or "BERK", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **Project Designation.** The Consultant is retained by the City to perform professional consulting services in connection with the project titled Planning/Economic Development Study for TC and MUR.

2. **Scope of Services.** The Consultant agrees to perform the services, identified on Exhibit "A" attached hereto, including the provision of all labor, materials, equipment and supplies.

3. **Duration of Agreement; Time for Performance.** This Agreement shall be in full force and effect for a period commencing upon execution and ending March 31, 2020, unless sooner terminated under the provisions hereinafter specified. Work under this Agreement shall commence upon written notice by the City to the Consultant to proceed. The Consultant shall perform all services and provide all work product required pursuant to this Agreement no later than March 31, 2020, unless an extension of such time is granted in writing by the City.

4. **Payment.** The Consultant shall be paid by the City for completed work and for services rendered under this Agreement as follows:
   
   A. Payment for the work provided by the Consultant shall be made as provided on Exhibit "B" attached hereto, provided that the total amount of payment to the Consultant shall not exceed $49,280 without express written modification of the Agreement signed by the City.
   
   B. The Consultant may submit vouchers to the City once per month during the progress of the work for partial payment for that portion of the project completed to date. Such vouchers will be checked by the City and, upon approval thereof, payment shall be made to the Consultant in the amount approved.
   
   C. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.
   
   D. Payment as provided in this section shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment, travel, and incidentals necessary to complete the work.
   
   E. The Consultant's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City and the state of Washington for a period of three (3) years after final payments. Copies shall be made available upon request.
5. **Ownership and Use of Documents.** All documents, drawings, specifications and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with the Consultant's endeavors. The Consultant shall not be responsible for any use of the said documents, drawings, specifications or other materials by the City on any project other than the project specified in this Agreement.

6. **Compliance with Laws.** The Consultant shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services rendered under this Agreement.

7. **Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. **Insurance.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. **Minimum Amounts and Scope of Insurance.** Consultant shall obtain insurance of the types and with the limits described below:

1. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident. Automobile Liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. **Commercial General Liability** insurance with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

3. **Workers' Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.
4. **Professional Liability** with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit. Professional Liability insurance shall be appropriate to the Consultant’s profession.

B. **Other Insurance Provision.** The Consultant’s Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant’s insurance and shall not be contributed or combined with it.

C. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

D. **Verification of Coverage.** Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Consultant shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors’ coverage.

E. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

F. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

9. **Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Consultant nor any employee of the Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant.

10. **Covenant Against Contingent Fees.** The Consultant warrants that Consultant has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that Consultant has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the City shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11. **Discrimination Prohibited.** Consultant, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation, the presence of any disability, or any other protected class status under state or federal law, in the selection and retention of employees or procurement of materials or supplies.
12. **Assignment.** The Consultant shall not sublet or assign any of the services covered by this Agreement without the express written consent of the City.

13. **Non-Waiver.** Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

14. **Termination.**
   
   A. Either party may terminate this Agreement at any time by giving ten (10) days written notice to the other party.
   
   B. In the event of termination, Consultant shall be compensated only for the services performed and expenses incurred through the date of termination.

15. **Applicable Law; Venue; Attorney's Fees.** This Agreement shall be subject to, and the Consultant shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Edgewood Municipal Code and ordinances of the City of Edgewood. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in Pierce County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit. Venue for any action arising from or related to this Agreement shall be exclusively in Pierce County Superior Court.

16. **Severability and Survival.** If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.

17. **Notices.** Notices to the City of Edgewood shall be sent to the following address:

   Attn: Darren Groth  
   City of Edgewood  
   2224 104th Avenue East  
   Edgewood, WA  98372

Notices to Consultant shall be sent to the following address:

   BERK Consulting, Inc.  
   2200 Sixth Avenue, Suite 1000  
   Seattle, WA 98121

18. **Entire Agreement; Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.
DATED this 4th day of OCTOBER, 2014.

CITY OF EDGEWOOD

Daryl Eldinger, Mayor

Attest/Authenticated:

City Clerk, Rachel Pitzel

CONSULTANT

By:

Printed Name: Brian Murphy

Title: Principal

Approved as to Form:

Office of the City Attorney
EXHIBIT A

Scope of Work
The work of this project will be conducted over five tasks.

Task 1: Project Kick-off
At the initiation of the project, BERK will coordinate a kick-off meeting with CITY to discuss the project plan and schedule. This meeting will include:

1. Discussing overall expectations for the project, including perspectives on needs for adjustment to CITY’s land use regulations;
2. Finalizing the project workplan, schedule, and communications protocols;
3. Reviewing project data needs, including possible interview subjects; and
4. Confirming the content and format of deliverables.

BERK will schedule regular phone meetings with CITY at this meeting to provide updates about the progress of the project. BERK will coordinate with the CITY to compile the required data needed to support the assessment, including electronic copies of all previous reports.

Task 2: Review of Existing Studies
For the initial step of the assessment, BERK will take a fresh and objective look at past work, evaluating and summarizing previous studies involving the Meridian Ave corridor, city-wide economic development in Edgewood, local development activity, and other related subjects. From a critical review and meta-analysis of these sources, BERK will demonstrate how earlier reports have aligned on major topics related to retail demand and commercial development that are relevant for this study. These findings will highlight important elements of the local development vision, indicate key findings from previous studies that should be critically evaluated as part of this work, and show how these findings have changed over time.

1. BERK’s review will be focused on the following questions across the available sources:
2. Have employment and development projections for Edgewood been consistent over time? How do they compare with historical and current trends with employment and development?
3. What types of commercial space will likely be in demand in Edgewood?
4. What are the typical spending patterns of Edgewood residents and customers of local businesses? What is the impact on local retail demand?
5. What obstacles to new commercial development have been previously identified? What has been their likely impact in the Edgewood market?
6. What recommendations were made to address identified issues overall? How were these recommendations implemented? Were they successful?

Compiled summaries of these findings will be provided by topic and integrated into the final report. The focus of these outputs will be on issues strongly related to new commercial and mixed-use development in the city.
Task 3: Research on Barriers to Development Potential

Drawing from the review and analysis of existing studies in Task 2, BERK will develop an assessment of the commercial development potential available in Edgewood, as well as barriers to development of these areas for commercial and mixed uses.

This task will incorporate:

1. A review of the development vision from the City’s Comprehensive Plan and other policy documents;

2. A description of major barriers identified as part of previous reports and studies, as well as previous actions taken by the CITY to address these barriers;

3. Interviews with 4–6 representatives of the development community (both local and regional) to identify and discuss current barriers to commercial and mixed-use development in Edgewood;

4. An assessment of local spending patterns by consumers in Edgewood, including the potential role of online shopping in reducing the demand for brick-and-mortar development;

5. An updated regional economic market analysis reviewing current trends in commercial development, local indicators of demand for commercial real estate, and projections of future demand for new space;

6. A review of regional commercial development capacity based on the most recent County Buildable Lands Report and supplemented with recent development data; and

7. An evaluation of the current Edgewood Municipal Code to identify potential land use regulations that may impact the feasibility of commercial and mixed-use development.

This assessment will check and update conclusions from previous studies by highlighting how earlier projections have aligned with current data trends, and confirming and reinforcing the conclusions from existing reports with updated information. The results will be integrated with the summaries of findings in Task 2 in the final report.

Task 4: Development of Recommendations

Based on the findings from Task 3 on potential barriers to commercial and mixed-use development, BERK will develop two distinct categories of recommendations for the final report: 1) targeted recommendations to encourage vertical mixed-use development in a specific geographic area; and 2) broader recommendations to the Comprehensive Plan and Municipal Code to reduce obstacles to commercial growth along the Meridian Ave corridor overall.

Targeted recommendations. To examine the prescriptive changes to the Municipal Code necessary to support vertical mixed-use, BERK will develop prototypical pro forma models to evaluate and describe the general feasibility of retail-residential development in Edgewood. For this exercise, BERK will select 3–4 general locations based on the availability of developable land and ideal site and locational factors for mixed-use, and test different changes in regulations and incentives that would allow for the feasible development of these types of projects. BERK will use the model’s outputs to develop recommendations for specific changes to development and land use regulations that apply to these areas to encourage new commercial development for CITY.

Broader recommendations. BERK will also work to develop broader recommendations for changes to facilitate commercial and mixed-use development and remove obstacles to new projects overall along the Meridian Ave corridor. These adjustments are intended to address the issues identified from previous studies in Task 2, as well as those described by the stakeholder interviews and other elements of the analysis conducted in Task 3. BERK will review the current Municipal Code and Comprehensive
Plan to determine potential changes to address commercial space needs in Edgewood, with consideration of efforts indicated in previous studies.

A rationale and an implementation strategy for the recommendations will be incorporated as part of the final report. This will include a clear narrative that describes the reasoning for the changes, their intended effects, potential considerations during implementation, and a general timeline for actions.

**Task 5: Project Report and Close-Out**

For the final task in this project, BERK will develop a concise and readable report to summarize BERK’s research and findings for busy policymakers. This will include:

1. A review of the objectives and intended outcomes of the study;
2. An overview of the current context in the City of Edgewood, including the status of the emergency zoning ordinance and recent development activity;
3. A compilation of findings from previous studies, categorized by topic area;
4. Summaries of the interviews conducted with local and regional developers;
5. An economic market analysis highlighting current trends and commercial real estate demand;
6. An evaluation of current barriers to commercial development in the city; and
7. The methodology and results of the pro forma analysis of mixed-use development feasibility
8. Recommended actions, including both targeted and general recommendations, and a proposed timeline.

This report will be submitted for review to the CITY. Feedback received from this review will be incorporated in a round of edits to address any outstanding questions and additional information provided. At the project close-out, BERK will coordinate with CITY to review the project as delivered, confirm the receipt of all project deliverables, and provide project data and materials for ongoing use.
EXHIBIT B

Budget
BERK and CITY agree on the following, not to exceed, budget.

<table>
<thead>
<tr>
<th>Task 1: Project Kick-off</th>
<th>A. Bjorn (Project Manager)</th>
<th>B. Murphy (Strategic Advisor)</th>
<th>R. Nair (Economic Development Lead)</th>
<th>L. Johnson (Analyst)</th>
<th>Total Hours and Estimated Cost by Task</th>
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| Subtotal Consultant Cost | $48,310 |
| Project Expenses @ ~2% of project budget | $970 |
| Estimated Project Total | $49,280 |