

Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number: Shorey 2022-1

Firm/Organization Legal Name (do not use dba's): Northwest Hydraulic Consultants, Inc.		
Address 12787 Gateway Drive South Seattle, WA 98168	Federal Aid Number ER-2101(001)	
UBI Number 600-369-474	Federal TIN or SSN Number 91-1113093	
Execution Date	Completion Date September 30, 2022	
1099 Form Required <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Project Title SHOREY ROAD BANK STABILIZATION PROJECT		
<p>Description of Work</p> <p>Northwest Hydraulic Consultants (NHC), with supporting subconsultants Exeltech Consulting, Landau Associates, and Cultural Resource Consultants (collectively referred to herein as the Consultant) has been selected as the Consultant for the Shorey Road Bank Stabilization project.</p> <p>The project site is located between Milepost (MP) 0.598-0.618 of Shorey Road. The Newaukum River has been eroding the left (west) bank at the project site causing mass failure of the bank which may compromise the integrity of the roadway. This project seeks to develop a long-term protection project that will need to be designed and permitted so construction can be completed in the August-September 2022 fish construction window.</p> <p>For this project the Consultant will provide to Lewis County Public Works (County) engineering design, permitting, and other support services to create construction bid documents to address the bank erosion threatening the roadway.</p>		
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No MBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No WBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No SBE Participation	Total Amount Authorized: \$306,519 Management Reserve Fund: \$30,000 Maximum Amount Payable: \$336,519	

Index of Exhibits

Exhibit A	Scope of Work
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THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the Lewis County Public Works hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:				If to CONSULTANT:			
Name: Tim Fife				Name: Vaughn Collins			
Agency: Lewis County Public Works				Agency: Northwest Hydraulic Consultants, Inc.			
Address: 2025 NE Kresky Avenue				Address: 12787 Gateway Drive S			
City: Chehalis		State: WA	Zip: 98532	City: Seattle		State: WA	Zip: 98168
Email: tim.fife@lewiscountywa.gov				Email: vcollins@nhcweb.com			
Phone: (360) 740-2711				Phone: (206) 241-6000			
Facsimile: (360) 740-1479				Facsimile: (206) 439-2420			

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

- A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.
1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
 2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.
A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all A&E sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.
Failure to supply this information by either the prime CONSULTANT or any of their A&E sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.
The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.
 3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. (excluding Meals, which are reimbursed at the per diem rates identified in this section) These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

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4. **Fixed Fee:** The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
 5. **Management Reserve Fund (MRF):** The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
 6. **Maximum Total Amount Payable:** The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- B. **Monthly Progress Payments:** The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit; all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

- D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- ☐ Title VI of the Civil Rights Act of 1964
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973
(23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975
(42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987
(Public Law 100-259)
- American with Disabilities Act of 1990
(42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- ☐ 49 CFR Part 21
- ☐ 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

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date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs and appropriate fixed fee percentage in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and /or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

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Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Tim Fife
Agency: Lewis County Public Works
Address: 2025 NE Kresky Avenue
City: Chehalis State: WA Zip: 98532
Email: tim.fife@lewiscountywa.gov
Phone: (360) 740-2711
Facsimile: (360) 740-1479

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

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The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V “Payment Provisions” until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, State security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings,

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tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.



Signature Vaughn Collins, Principal

2/7/2022

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Project No. 2007057

1 Project management and coordination

1.1 General project management services

The Consultant will provide project management services through the life of the project including:

- Maintain a project cloud site for document storage.
- Coordinate and guide day-to-day project activities.
- Subcontract with and manage project subconsultants.
- Develop detailed design schedule.
- Perform regular schedule updates and financial status summaries.
- Prepare monthly invoices.
- Prepare monthly status reports.

1.2 Coordination Meetings

The following regular coordination meetings are scoped for the project, all meetings to be scheduled and facilitated by NHC:

- Up to sixteen project meetings will be held (typically bi-weekly) either remotely or in person to discuss progress, next steps and addresses any questions. These will generally last from ½ to one hour.

Assumptions

- Project duration is assumed to be 10 months for this scope of work
- Design review meetings scoped in other tasks

County Responsibilities

- Participation in meetings
- Providing meeting space for in-person meetings subject to COVID-19 guidance

Deliverables

- Bulleted notes from check-in project team meetings will be provided in an email.
- Design Review meeting notes will summarize meeting content not noted otherwise in plan or document markups.

1.3 Document and Data Sharing

NHC shall create a secured electronic project website to allow a single point of storage for all project documents. Website login information shall be distributed to all Consultant and County staff involved in the project. Consultant will collate and load all available information onto the site. County will similarly load any information available that is requested by the Consultant or that the County notes the Consultant does not possess.

Assumptions

- n/a

County Responsibilities

- Upload relevant information to website

Deliverables

- Secure project website

2 Site Investigation and Data Collection

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A site investigation, and associated data collection, is intended to gather technical information needed to develop and evaluate a list of alternatives to protect the project site.

2.1 Kick-off Meeting and Site Visit

The Consultant team and County staff will hold a project kickoff meeting either on the same day as the site visit or via video conference. The purpose of the meeting will be to make full introductions, define roles for all County and Consultant team members, discuss history and known issues at the site, and design and permitting issues that must be addressed.

Select members of the Consultant team will conduct a site visit with County staff. The purpose of the visit is to acquaint the project team with the site and discuss key points raised during the kick-off meeting.

Assumptions

- Up to 8 Consultant staff will attend kick-off meeting and site visit.

County Responsibilities

- Provide appropriate staff for site visit and kickoff meeting
- Review meeting summary provided by Consultant

Deliverables

- Summary of kick off meeting and site visit as annotated agenda

2.2 Environmental Review

Consultant will develop a detailed schedule with critical path-based permitting requirements, which will identify key project parameters for incorporation into the design phase. Additionally, the project team, in collaboration with the County, will hold a pre-application meeting with stakeholders determined by the County to discuss project goals and constraints. This early consultation will ensure review agencies are engaged in the process as partners in developing a long-term bank stabilization solution.

Assumptions

- One in-person or virtual meeting with stakeholders determined by the County

County Responsibilities

- Coordinate with Consultant to identify stakeholders

Deliverables

- Pre-application meeting notes

2.3 Cultural Resources Assessment

In the data collection phase, Cultural Resource Consultants will conduct a desktop analysis of the site to identify any potential cultural sites or issues in the area. This data will help inform the project constraints, possible designs considered during the alternatives analysis, and permitting path for the selected alternative.

2.3.1 Project APE

CRC will prepare documentation to define the project's updated area of potential effects (APE) for cultural resources. Documentation will consist of a letter with figures for WSDOT's use in Section 106 consultation.

2.3.2 Background Research

CRC will conduct a search on Washington Department of Archaeology and Historic Preservation's (DAHP) WISAARD system to identify recorded historic built environment, historic register listed properties, archaeological sites, cemeteries, and previously completed cultural resources assessment in proximity to the project location. CRC will review pertinent environmental, archaeological, ethnographic, and historical information appropriate to the project location from a variety of available resources. The goal of background research is to provide contextual information regarding the natural environment and cultural use of the project location, identify recorded cultural resources, and determine the potential for as-yet

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unrecorded cultural resources to be encountered during proposed project actions.

2.3.3 Tribal Contact

CRC will contact the cultural resources staff of tribes that may have an interest in or information regarding the project location. This communication is intended to inform the cultural resources assessment and does not constitute government-to-government consultation. Copies of this correspondence and received responses will be included as an attachment in the cultural resources assessment.

2.3.4 Field Investigations

CRC will conduct field investigations of the project location to identify archaeological and historical resources. Investigation will include pedestrian survey and subsurface excavation in amenable environments that have the potential to contain buried archaeological deposits. Methods will be consistent with DAHP guidelines.

2.3.5 Documentation of Findings

CRC will document and record identified archaeological and historic sites within the project location on DAHP archaeological and/or historic site(s) forms. All identified resources will be photo-documented and recorded in the field. Archaeological materials or deposits will be documented and reburied, if appropriate, within the find location. Cultural resources will be evaluated for significance following local, state, and/or national significance as appropriate based on the project's regulatory nexus. Documentation will be consistent with DAHP standards and will be completed on DAHP's WISAARD system.

2.3.6 Cultural Resources Assessment Report

CRC will prepare a technical memo describing background research, field methods, results of investigations, and management recommendations. The report will provide supporting documentation of findings, including maps and photographs, and will conform to DAHP reporting standards and the appropriate requirements based on the regulatory nexus. The report and supporting materials will be provided electronically in PDF format. An inadvertent discovery protocol and primary contacts will be provided as an attachment in the assessment. This task includes one round of consolidated comments from the client prior to the submission of the final report to WSDOT for their Section 106 consultation. CRC will assist the client in submitting the cultural resources assessment and any associated documentation to DAHP, via their WISAARD system at the request of WSDOT.

Assumptions

- Task 2.3 shall not be initiated until explicitly authorized by County.
- This scope assumes that no more than one (1) unrecorded archaeological site or unrecorded historic site will be identified within the project area.
- This scope was prepared with the assumption that field investigations will entail photo-documentation of the project location, and excavation of up to twelve (12) shovel test probes in the project location at 30-meter intervals as safe conditions allow.
- This scope assumes no meetings with clients or stakeholders.
- This scope assumes one (1) round of consolidated comments will be provided by the client on the draft APE letter and one (1) round of consolidated comments will be provided by the client on the draft cultural resources report.

County Responsibilities

- This scope assumes that all relevant project information, prior reports including geotechnical reports, historic/architectural reports, design plans, and project maps will be provided prior to CRC beginning their work. CRC acknowledges that some of this information such as design plans may not be available immediately upon receipt of a signed agreement.

Deliverables

- DRAFT and FINAL, APE letter for cultural resources (in electronic WORD)
- DRAFT and FINAL, Cultural resources report and site forms (if required) (in electronic PDF)

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2.4 Geotechnical Engineering

Landau's geotechnical engineering services will include advancing geotechnical borings, laboratory testing, numerical slope stability analysis (during Tasks 3.1 and 3.2), recommendations for in-stream anchorage capacity, and conceptual recommendations for no more than two structural bank stabilization alternatives.

Assumptions

- Two drilled borings will be advanced along the roadway shoulder to depths of 40 to 50 ft below ground surface
- Landau will subcontract the drill rig and operator, private utility locator, and traffic control services
- Geotechnical engineering to support alternatives analysis is included in Task 3. Effort to prepare the draft and final geotechnical report are included in Tasks 4.1 and 5.2, respectively.

County Responsibilities

- Review and approve traffic control plan prepared by Landau
- Provide no-cost ROW permit if needed

Deliverables

- Draft and Final Geotechnical Report

2.5 Survey

Consultant will conduct a bathymetric survey of the project reach, capturing enough detail to construct a hydraulic model and develop designs for the site. One day (12 hours) has been allocated to perform the survey using watercraft mounted survey equipment for non-wadable portions of the river. In addition to this, time is provided for post-processing of the survey, merging survey with available topographic and LiDAR data, basemap development, and coordination with the County survey lead.

All survey will be in NAD83/11 horizontal datum, then converted to the County's local coordinate system, and NAVD 88 vertical datum. All survey will be incorporated into a CAD basemap.

Assumptions

- County will provide survey control, right of way, property boundary, and easement surveys.
- Consultant will combine new bathymetric data with existing topographic and planimetric data, collected by the County, from June 2021.

County Responsibilities

- Provide site access and right of entry.
- Provide survey control, right of way, property boundary, and easement surveys.

Deliverables

- Composite site scale CAD Basemap depicting topography and planimetric
- Composite site scale topographic surface (CAD)

2.6 Geomorphic, Hydrologic and Hydraulic Analyses

NHC completed a geomorphic assessment at this site as part of the initial site assessment in 2021. NHC will update that assessment with additional geomorphic analyses of river processes and meander migration to develop strategies and extents for a long-term bank protection solution.

NHC will utilize prior hydrologic analyses performed for the Newaukum Valley Road project to establish design flows for the project. NHC will gather high water marks from one storm event during Winter 2021-2022 to validate hydraulic model results.

NHC will develop a two-dimensional hydraulic model of the Newaukum River to understand existing hydraulic conditions, evaluate alternatives, and estimate design parameters (e.g. depths and velocities) in the project reach. Specifically, the hydraulic model will focus on estimating hydraulic parameters in the vicinity of the eroding bank and locations of possible countermeasures. The model will be developed from channel survey data collected by the Consultant and extended using LiDAR and topographic data collected by the County. Consultant anticipates HEC-RAS 2D as the hydraulic model software package. Consultant will simulate the 2-, 10-, and 100-year flows for existing conditions. Hydraulic modeling simulations will be used to guide the design development and understand

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impacts to water levels within the channel and floodplain.

Assumptions

- Existing as-built data is sufficient to represent the Shorey Road and railroad bridges in the 2D model
- Hydraulic analyses of alternatives will be conducted in Task 3 and of the selected alternative in Task 4.

County Responsibilities

- Provide topographic data

Deliverables

- Documentation will be provided in the Alternatives Analysis memorandum

3 Alternatives Analysis

3.4 Alternatives Development

We will begin the alternatives analysis by developing design objectives with the County. The objectives will focus on design uncertainty and resiliency, regulatory drivers, risk tolerance, costs, and long-term habitat and geomorphic impacts.

Consultant will refer to the Integrated Streambank Protection Guidelines (ISPG) analysis performed in 2021 and cross-reference previously identified solutions with this project's design objectives and constraints to develop a series of design concepts that attempt to meet project objectives in different ways. It is anticipated that alternatives may consider options that include various configurations of bioengineered bank protection elements or a structural solution.

Assumptions

- Up to three alternatives will be considered
- One virtual meeting (1 hour each) will be held to develop design objectives

County Responsibilities

- Participate in meetings
- Facilitate coordination with external parties for feedback or meeting participation

Deliverables

- Notes summarizing design objectives meeting
- Alternatives concept sketches in plan and section view

3.5 Alternatives Analysis

Consultant will assess and score each alternative with respect the site objectives and design parameters. Identified alternatives will include a brief description of the component actions, high level cost estimates, and description of anticipated impacts on bank erosion, habitat processes, and flood hazards.

Assumptions

- N/A

County Responsibilities

- N/A

Deliverables

- Draft Alternatives Analysis memorandum summarizing development of design concepts, selection criteria, and evaluation of alternatives

3.6 Preferred Alternative Selection

Consultant and County shall hold a design workshop to evaluate the alternatives. Consultant shall provide a scoring matrix spreadsheet to assist in the evaluation, with each alternative ranked against the site objectives and design parameters. The workshop outcome will be selection of a preferred design.

At this point, we recommend holding a second meeting with stakeholders, as determined by the County, to present the alternative selection process and the preferred alternative to develop consensus prior to design development and permit applications.

Assumptions

- Design workshop will take two hours
- External coordination meeting will take one hour
- If a structural bank stabilization alternative (piling or retaining wall) is selected for final design, a contract amendment will be required to include structural and geotechnical final design services.

County Responsibilities

- Actively participate in the design selection process
- Invite other stakeholders that may wish to participate
- Review draft deliverable

Deliverables

- Final Alternatives Analysis memorandum including selection of the preferred alternative.

4 Preliminary Design

4.4 30% Design

The preferred alternative will be developed into a preliminary design. At the preliminary design phase, the overall project footprint should be fixed, all major project elements shown, hydraulic structures sized, and quantities and extent of key materials such as rock and LWD known. We anticipate permits are to be submitted on this plan set, so measurements of fill below ordinary high-water mark and other required permit metrics will be developed.

The plans will include preliminary TESC and water management (isolation) methods, if needed. Accompanying the plans will be a list of the special provisions that will be required to be developed, a draft Basis of Design Report (BODR), and a construction cost estimate. At this phase, project extents will be defined and provided to the County to inform right-of-way easements and acquisitions necessary for construction.

Assumptions

- Plans will be delivered as 11x17 pdfs and AutoCAD 2020
- Plans will use County standard format.
- A bioengineered approach will be designed and permitted. If a structural alternative is chosen, a contract amendment will be required to include structural and geotechnical final design services.

County Responsibilities

- Review of plans and documents
- County project manager is responsible for distribution of documents and collation of comments from other County reviewers.

Deliverables

- Preliminary Design Plans (PDF)
- Concept Design OPCC (Spreadsheet)
- Draft Basis of Design Report
- Draft Geotechnical Report

4.5 Permitting

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The project activities will require coordination, permits, and approvals from several regulatory agencies and authorities, including the Washington State Department of Transportation (WSDOT), U.S. Army Corps of Engineers (USACE), Washington Department of Fish and Wildlife (WDFW), Washington Department of Natural Resources (WDNR), Washington Department of Ecology (WDOE), and the County Planning Department. This scope of work includes efforts anticipated for permitting designed activities. Environmental mitigation may be a condition of some permits along with field studies required to characterize existing environmental conditions (mitigation if required has not been included in this scope of work).

Assumptions

- The County will be the lead agency under the State Environmental Policy Act (SEPA).
- It is assumed that SEPA review will result in a Mitigated Determination of Non- Significance, and that an Impact Statement (EIS) will not be required, or an exemption will be granted.
- The project may impact wetlands or waters of the State and U.S. It is assumed that a Joint Aquatic Resource Permit Application (JARPA) will be required.
- If geotechnical explorations are required waterward of the ordinary high water mark, additional permits from state and federal agencies will be required; these are not included in this scope and budget.
- The FHWA/WSDOT will be the lead federal agency for the National Environmental Policy Act (NEPA) process. The WSDOT will coordinate and lead the NEPA documentation process. NEPA documentation prepared under this scope of work is anticipated to be limited to a NEPA Categorical Exclusion Documentation Form (including an Environmental Justice Memorandum, Hazardous Materials Memorandum, possible wetland and other waters delineation, US Coast Guard jurisdictional determination, etc.), Cultural Resources Assessment under Section 106 of the National Historic Preservation Act, and either 4(d) documentation or a Biological Assessment (BA) under Section 7 of the Federal Endangered Species Act.
- A Hydraulic Project Approval (HPA) application will need to be submitted to WDFW.
- If an easement or aquatic use authorization is needed from the WDNR, it will be attained through JARPA Attachment E. If supporting documentation, in addition to JARPA Attachment E, is required to attain an easement or aquatic use authorization from the WDNR, an amendment to this scope and budget will be needed.
- Timely reviews of submitted deliverables will occur at mutually agreed upon times and consolidation of review comments into one review document prior to returning to the Consultant.
- Up to three agency meetings may be held to discuss project design and construction concepts, anticipated environmental impacts, and potential avoidance/minimization/mitigation opportunities, including an all-agency meeting, a County pre-application meeting, and one additional permit-related agency meeting.
- The Consultant will be the agent listed on the state and federal permit applications to expedite review and approval (unless otherwise directed).
- Permit fees, if required, will be paid by the County.
- Consultant will obtain signatures and submit permit applications and supporting documents to the County.
- The project will be approved under one or more Nationwide Permits (NWP). If the project design triggers an Individual Permit, The Consultant can provide a separate scope to support that process.
- The Consultant will provide digital project drawings in the required 8.5x11 JARPA format.
- Services not specifically identified herein, are expressly excluded.
- Since the level of permitting effort cannot be accurately predicted, the budget provided for coordination is an allowance only, which is to be expended on a time-and-material basis.
- A maximum of two rounds of combined reviews and responses to stakeholders' (e.g., WSDOT, USACE, WDFW, WDNR, WDOE, tribes) comments will be provided. Response to comments will commence when we have been provided all comments from the stakeholders.
- Restoration planting is assumed to take place within project limits. Others to provide locations for areas to be restored. Should offsite mitigation be needed, this service can be provided as an addition.
- Landscape Restoration plans will be provided as PDF documents. Assumes a maximum of 2 sheets. Plans will show planting areas, plant list, and planting detail.
- Tree assessments and preservation and protection plans are not included under this scope.
- Surveying, specification development, or a Temporary Erosion and Sediment Control plan are not included

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in this scope. Survey will be required for OHWM, flagged wetlands and associated buffers.

- Minimal grading and bioengineering fill are anticipated for this project. Pertinent information to apply for and attain a fill and grade permit will be provided, if applicable. Should an alternative be selected that requires extensive excavation or structural support, a contract amendment will be needed to include structural, geotechnical, and cultural final design services.

County Responsibilities

- Provide pertinent project-related documentation
- Liaise with external stakeholders
- Actively participate in permitting process
- Review draft deliverables

Deliverables

- Draft and final environmental documents and permit applications, including a critical areas report; SEPA checklist; NEPA documentation; 4(d) documentation or a BA; JARPA for USACE NWP and Shoreline Substantial Development Permit, Shoreline Exemption, or Shoreline Conditional Use and Floodplain Development Permit; HPA application; fill and grade permit application; and restoration plans.
- Responses to agency questions
- Permitting meeting agendas and minutes

4.6 No-Rise/CLOMR/LOMR Analysis

The project site is in a FEMA regulated Zone AE Floodplain and has a designated Floodway. However, the existing Newaukum River conditions at the project site are changed from the original FEMA published Flood Insurance Study (FIS) study. As defined in 44 CFR 60.3, FEMA regulates projects within a Floodway to demonstrating zero rise relative to the 100-year, base flood elevation. The Consultant will attempt to design the project so that there is no increase to the 100-year base flood elevation. Consultant will provide a No-Rise Certification if the project is able to avoid an increase to the 100-year base flood elevation. If FEMA's No-Rise criteria cannot be met, a CLOMR & LOMR will be necessary to document the change in 100-year flood elevations; scope and budget to complete a CLOMR & LOMR is not included as part of this task order and would require an amendment to do so after design. The Consultant will document findings of this analysis in a Basis of Design memo.

Assumptions

- Applying for and receiving a CLOMR from FEMA will not be feasible to meet the target timeline for this project. The 30% design will be modified to ensure it meets FEMA and the County's No-Rise criteria.

County Responsibilities

- Provide design review and comment regarding project design and County Floodplain Codes

Deliverables

- No-Rise Certification
- Documentation in the Basis of Design memo

5 Final Design

The Consultant will provide 90% and 100% design packages for the project. Drawings and cost estimates will be developed at each phase. Draft special provisions and specifications will be identified at 90% and full specifications package provided at 100%. The Basis of Design Report will be finalized at 90%. The 100% package will be produced as a draft and final version.

Consultant will integrate one consolidated set of comments provided by the County for each deliverable into subsequent submittals. Consultant will submit the final design package, stamped by a Washington State registered Professional Engineer, consisting of plans (PDF), special provisions (MS Word) and engineer's cost estimate. A Basis of Design Report will be prepared to document design methods and summarize the final analyses.

5.4 90% Plans, Specifications, and Estimates

Assumptions

- One 1-hour comment resolution meeting for the 90% deliverable
- No roadway improvements are expected for this project
- Consultant will provide plans for riverine aspects of the project as well as TESC plan.

County Responsibilities

- Provide one set of consolidated review comments
- Traffic management plan

Deliverables

- 90% plans, draft specifications, cost estimate
- 90% comment responses
- Final Basis of Design memo
- Final Geotechnical Report

5.5 100% Plans, Specifications, and Estimates**Assumptions**

- One 1-hour comment resolution meeting for the 100% (draft) deliverables

County Responsibilities

- Provide one set of consolidated review comments

Deliverables

- 100% plans, full specifications, cost estimate (draft and final)
- 100% (draft) comment responses

5.6 Bid-Phase Support

Consultant will provide bid-phase support to the County on an as needed basis to provide desktop responses and calculations as necessary to answer questions during the bid-phase. Up to five responses to requests for additional information (RFIs) are included in this task.

Assumptions

- N/A

County Responsibilities

- Coordinate responses needed from Consultant for RFIs

Deliverables

- Email responses to RFIs

Exhibit B

DBE Participation

Exeltech Consulting, Inc., (MBE/DBE) will be responsible for environmental documentation and permitting, and structural engineering. The estimated portion of the budget completed by Exeltech Consulting, Inc. is 34%. It is anticipated that this project will meet or exceed the project's 16% DBE requirement.

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

AutoCAD Civil 3D

If applicable, provide all features in XML file format

B. Roadway Design Files

AutoCAD Civil 3D

If applicable, provide all features in XML file format such as but not limited to:

- Silt fence, clear and grub limits
- Slope stake information, i.e.. catch, bottom of ditch, subgrade shoulder, centerline, etc.
- Cross-sections showing elevations and distance from centerline on 50 foot stations and at all PC's, PT's at the beginning and end of all section changes, etc.
- Guardrail beginning and ending stations and offsets
- Any and all items listed on plans be station and offset

C. Computer Aided Drafting Files

AutoCAD Civil 3D

If applicable, provide all features in XML file format.

D. Specify the Agency's Right to Review Product with the Consultant

Lewis County will receive all documents for review and comment prior to transmittal to any outside agency.

E. Specify the Electronic Deliverables to Be Provided to the Agency

Electronic deliverables include CAD data, GIS data, and PDFs of all survey, design plans, permit drawings, memorandums, reports, and special provisions.

F. Specify What Agency Furnished Services and Information Is to Be Provided

Lewis County may provide survey or other design data as documented within the contract.

II. Any Other Electronic Files to Be Provided

HEC-RAS data and Excel spreadsheets used for computation of quantities, flow rates, or discharge.

III. Methods to Electronically Exchange Data

E-mail, dropbox, ftp site, or CD (if required by outside agency).

A. Agency Software Suite

Microsoft Office 365

B. Electronic Messaging System

N/A

C. File Transfers Format

General transfer formats will be AutoCAD Civil 3D (.dwg or .dxf), ArcGIS (.shp or .gdb), and .pdf. On occasion .jpeg or .doc may be requested.

Exhibit D

Prime Consultant Cost Computations

See following pages.

		Firm	NHC							
		Direct Rate	\$ 86.54	\$ 72.12	\$ 50.48	\$ 38.46	\$ 48.08	\$ 57.69		
	LABOR CATEGORIES		Principal - Tier 2	Senior Engineer/ Scientist 1	Engineer 1/ Scientist 1	Junior Engineer/ Scientist	GIS/CAD Analyst 1	Senior Contract Admin.	Total Hours	Direct Labor Cost
1	PM, Coordination, Objectives									
1.1	General Project Management Services		5	10				1	16	\$ 1,212
1.2	Coordination Meetings		8	30	20				58	\$ 3,866
1.3	Document and Data Sharing			2					2	\$ 144
2	Site Investigation									
2.1	Site Visit and Kick-off Meeting		8	8	10		4		30	\$ 1,966
2.2	Environmental Review		4	4	6				14	\$ 938
2.3	Cultural Resources Assessment								0	\$ -
2.4	Geotechnical Engineering								0	\$ -
2.5	Survey		2	8	60				70	\$ 3,779
2.6	Geomorphologic, Hydrologic, and Hydraulic Analyses		3	14	80	12			109	\$ 5,769
3	Alternatives Development and Selection									
3.1	Alternatives Development		7	16	26				49	\$ 3,072
3.2	Alternatives Analysis		8	14	54				76	\$ 4,428
3.3	Preferred Alternative Selection		4	8	15				27	\$ 1,680
4	Preliminary Design									
4.1	30% Design		20	30	64		40		154	\$ 9,048
4.2	Permitting		4	16	24		8		52	\$ 3,096
4.3	No-Rise Analysis		6	16	40				62	\$ 3,692
5	Final Design and Permitting									
5.1	90% PS&E		12	20	48				80	\$ 4,904
5.2	100% PS&E		6	12	30				48	\$ 2,899
5.3	Bid Phase Support		2	4	20				26	\$ 1,471
Total Hours			99	212	497	12	52	1	873	
Direct Labor Cost			\$8,567	\$15,289	\$25,089	\$462	\$2,500	\$58		\$ 51,965
Overhead	181.81%									\$ 94,477
Fixed Fee	30%									\$ 15,589
Direct Charges										
	Mileage		\$ 730							\$ 730
	Lodging									\$ -
	Per Diem									\$ -
	Survey Supplies									\$ -
	Field Supplies									\$ -
	Geotechnical Drilling									\$ -
	Geotechnical Traffic Control and Private Locate									\$ -
	Geotechnical Laboratory Testing									\$ -
Total Cost Plus Fixed Fee			\$162,762							\$ 162,762

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Actuals Not To Exceed Table (ANTE)

Northwest Hydraulic Consultants Inc
12787 Gateway Dr S
Seattle WA 98168-3308

Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		181.81%	30.00%	
Principal	\$86.54	\$157.34	\$25.96	\$269.84
Sr Project Engineer/Scientist	\$79.33	\$144.22	\$23.80	\$247.35
Senior Engineer/Scientist 1	\$72.12	\$131.11	\$21.63	\$224.86
Senior Engineer/Scientist 2	\$60.10	\$109.26	\$18.03	\$187.39
Engineer/Scientist 1	\$50.48	\$91.78	\$15.14	\$157.40
Engineer/Scientist 2	\$43.27	\$78.67	\$12.98	\$134.92
Jr. Engineer/Scientist	\$38.46	\$69.93	\$11.54	\$119.93
Staff Scientist 3	\$38.46	\$69.93	\$11.54	\$119.93
Senior Eng Technician	\$45.67	\$83.04	\$13.70	\$142.41
GIS Analyst 1	\$48.08	\$87.41	\$14.42	\$149.91
GIS Analyst 2	\$38.46	\$69.93	\$11.54	\$119.93
Engineering Technician	\$33.65	\$61.19	\$10.10	\$104.94
Jr. Engineering Technician	\$28.85	\$52.45	\$8.65	\$89.95
Technical Editor	\$36.54	\$66.43	\$10.96	\$113.93
Contract Administrator	\$57.69	\$104.89	\$17.31	\$179.89
Sr. Technical Editor	\$45.67	\$83.04	\$13.70	\$142.41

Exhibit E

Sub-consultant Cost Computations

If no sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

See following pages.

		Firm							
		Exeltech Consulting							
		Direct Rate	\$ 74.10	\$ 55.00	\$ 54.60	\$ 60.03	\$ 36.77	\$ 30.08	
LABOR CATEGORIES		Director / Sr Project Manager (JC)	Director / Sr Project Manager (JS)	Transportation Planning Specialist 5 / Landscape Architect (JA)	Bridge Engineer 7 / Sr Structural Engineer (HC)	Environmental Specialist 5 / Environmental Scientist (CV)	Administrative Assistant 5 / Administration (JC)	Total Hours	Direct Labor Cost
1	PM, Coordination, Objectives								
1.1	General Project Management Services	26	56	16			40	138	\$ 7,083
1.2	Coordination Meetings	12	12					24	\$ 1,549
1.3	Document and Data Sharing	8	12					20	\$ 1,253
2	Site Investigation								
2.1	Site Visit and Kick-off Meeting							0	\$ -
2.2	Environmental Review	24	192	24		164		404	\$ 19,679
2.3	Cultural Resources Assessment							0	\$ -
2.4	Geotechnical Engineering							0	\$ -
2.5	Survey							0	\$ -
2.6	Geomorphic, Hydrologic, and Hydraulic Analyses							0	\$ -
3	Alternatives Development and Selection								
3.1	Alternatives Development				28			28	\$ 1,681
3.2	Alternatives Analysis	4	16		32			52	\$ 3,097
3.3	Preferred Alternative Selection	4	16	24		4		48	\$ 2,634
4	Preliminary Design								
4.1	30% Design							0	\$ -
4.2	Permitting							0	\$ -
4.3	No-Rise Analysis							0	\$ -
5	Final Design and Permitting								
5.1	90% PS&E							0	\$ -
5.2	100% PS&E							0	\$ -
5.3	Bid Phase Support							0	\$ -
Total Hours		78	304	64	60	168	40	714	
Direct Labor Cost		\$5,780	\$16,720	\$3,494	\$3,602	\$6,177	\$1,203		\$ 36,977
Overhead	145.45%								\$ 53,782
Fixed Fee	30%								\$ 11,093
Direct Charges									\$ 1,000
	Mileage								\$ -
	Lodging								\$ -
	Per Diem								\$ -
	Survey Supplies								\$ -
	Field Supplies								\$ -
									\$ -
									\$ -
Total Cost Plus Fixed Fee									\$ 102,852

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ACTUALS NOT TO EXCEED (ANTE)

**EXELTECH CONSULTING, INC.
8729 Commerce PI DR NE
Lacey, WA 98516**

Job Classification WSDOT / Exeltech	Direct Rate NTE	Overhead NTE 145.45%	Fixed Fee DSC 30.00%	All Inclusive Hourly Rate NTE
Deputy /Principal	\$ 90.92	\$ 132.24	\$ 27.28	\$ 250.44
Director / Sr Project Manager	\$ 83.77	\$ 121.84	\$ 25.13	\$ 230.74
Bridge Engineer 7 / Sr Structural Engineer	\$ 64.62	\$ 93.99	\$ 19.39	\$ 178.00
Bridge Engineer 3 / Bridge Engineer	\$ 49.96	\$ 72.67	\$ 14.99	\$ 137.62
Civil Engineer 4 / Sr. Civil Engineer	\$ 53.51	\$ 77.83	\$ 16.05	\$ 147.39
Environmental Specialist 5/Environmental Scientist	\$ 54.52	\$ 79.30	\$ 16.36	\$ 150.18
Civil Engineer 3 / Civil Engineer	\$ 46.87	\$ 68.17	\$ 14.06	\$ 129.10
Engineer / Design Engineer	\$ 34.51	\$ 50.19	\$ 10.35	\$ 95.05
Construction Project Coordinator 4 / Resident Engineer	\$ 54.50	\$ 79.27	\$ 16.35	\$ 150.12
Construction Project Coordinator 4 / Office Engineer	\$ 42.75	\$ 62.18	\$ 12.83	\$ 117.76
Construction Project Coordinator 4 / Construction Inspector	\$ 48.29	\$ 70.24	\$ 14.49	\$ 133.02
Administrative Assistant 3 / Construction Documentation	\$ 36.77	\$ 53.48	\$ 11.03	\$ 101.28
Drafting Technician 3 / CADD	\$ 34.97	\$ 50.86	\$ 10.49	\$ 96.32
Transportation Planning Specialist 5 / Landscape Architect	\$ 54.60	\$ 79.42	\$ 16.38	\$ 150.40
Administrative Assistant 5 / Administration	\$ 52.38	\$ 76.19	\$ 15.71	\$ 144.28

Firm		Landau Associates							
	LABOR CATEGORIES							Total Hours	Direct Labor Cost
		Principal	Senior Associate	Senior	Senior Staff	Project Coordinator	CADD		
1	PM, Coordination, Objectives								
1.1	General Project Management Services		10			10		20	\$ 1,015
1.2	Coordination Meetings		8					8	\$ 504
1.3	Document and Data Sharing							0	\$ -
2	Site Investigation								
2.1	Site Visit and Kick-off Meeting		6					6	\$ 378
2.2	Environmental Review							0	\$ -
2.3	Cultural Resources Assessment							0	\$ -
2.4	Geotechnical Engineering	2	6		30	2		40	\$ 1,597
2.5	Survey							0	\$ -
2.6	Geomorphic, Hydrologic, and Hydraulic Analyses							0	\$ -
3	Alternatives Development and Selection								
3.1	Alternatives Development	2	8		8			18	\$ 942
3.2	Alternatives Analysis	2	8		8			18	\$ 942
3.3	Preferred Alternative Selection		2					2	\$ 126
4	Preliminary Design								
4.1	30% Design	2	8		24	4	4	42	\$ 1,746
4.2	Permitting							0	\$ -
4.3	No-Rise Analysis							0	\$ -
5	Final Design and Permitting								
5.1	90% PS&E	1	2			1		4	\$ 256
5.2	100% PS&E							0	\$ -
5.3	Bid Phase Support							0	\$ -
Total Hours		9	58	0	70	17	4	158	
Direct Labor Cost		\$91	\$63	\$48	\$32	\$39	\$35		\$ 7,506
Overhead	213.84%								\$ 16,051
Fixed Fee	30%								\$ 2,252
Direct Charges									
	Mileage								\$ 200
	Lodging								\$ -
	Per Diem								\$ -
	Survey Supplies								\$ -
	Field Supplies								\$ -
	Geotechnical Drilling								\$ 5,400
	Geotechnical Traffic Control and Private Locate								\$ 1,500
	Geotechnical Laboratory Testing								\$ 1,200
Total Cost Plus Fixed Fee									\$ 34,109

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Landau Associates Labor Breakdown**2022 Min/Max Table**

Salaries as of January 1, 2022

Job Classification	Direct Labor Rate Range		Indirect Cost		Professional Fee		All inclusive Hourly Billing Rate	
			213.84%		30.00%			
	Lower	Upper	Lower	Upper	Lower	Upper	Lower	Upper
Senior Principal	\$86.53	\$117.79	\$185.04	\$251.88	\$25.96	\$35.34	\$297.52	\$405.01
Principal	\$66.10	\$93.75	\$141.35	\$200.48	\$19.83	\$28.13	\$227.28	\$322.35
Senior Associate	\$54.32	\$74.52	\$116.16	\$159.35	\$16.30	\$22.36	\$186.77	\$256.23
Associate	\$46.63	\$56.01	\$99.71	\$119.77	\$13.99	\$16.80	\$160.33	\$192.58
Senior	\$43.26	\$55.00	\$92.51	\$117.61	\$12.98	\$16.50	\$148.75	\$189.11
Senior Project	\$37.01	\$47.36	\$79.14	\$101.27	\$11.10	\$14.21	\$127.26	\$162.84
Project	\$33.65	\$36.06	\$71.96	\$77.11	\$10.10	\$10.82	\$115.70	\$123.99
Senior Staff / CAD Designer	\$30.76	\$45.35	\$65.78	\$96.98	\$9.23	\$13.61	\$105.77	\$155.93
Staff / Senior Technician II	\$26.44	\$33.00	\$56.54	\$70.57	\$7.93	\$9.90	\$90.91	\$113.47
Data Specialist	\$29.55	\$38.47	\$63.19	\$82.26	\$8.87	\$11.54	\$101.60	\$132.28
CAD / GIS Technician	\$34.65	\$43.35	\$74.10	\$92.70	\$10.40	\$13.01	\$119.14	\$149.05
Project Coordinator	\$26.00	\$38.50	\$55.60	\$82.33	\$7.80	\$11.55	\$89.40	\$132.38
Assistant / Technician	\$20.00	\$22.90	\$42.77	\$48.97	\$6.00	\$6.87	\$68.77	\$78.74
Support Staff	\$18.00	\$25.75	\$38.49	\$55.06	\$5.40	\$7.73	\$61.89	\$88.54

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		Firm	Cultural Resource Consultants						
		Direct Rate	\$ 60	\$ 50	\$ 35	\$ 25	\$ 41		
	LABOR CATEGORIES	Principal Investigator	Projects Manager	Project Archaeologist	Field Archaeologist	Office Manager	Total Hours	Direct Labor Cost	
1	PM, Coordination, Objectives								
1.1	General Project Management Services						0	\$	-
1.2	Coordination Meetings		4	4			8	\$	340
1.3	Document and Data Sharing						0	\$	-
2	Site Investigation								
2.1	Site Visit and Kick-off Meeting		8				8	\$	400
2.2	Environmental Review						0	\$	-
2.3	Cultural Resources Assessment	3	3	44	12	3	65	\$	2,293
2.4	Geotechnical Engineering						0	\$	-
2.5	Survey						0	\$	-
2.6	Geomorphic, Hydrologic, and Hydraulic Analyses						0	\$	-
3	Alternatives Development and Selection								
3.1	Alternatives Development						0	\$	-
3.2	Alternatives Analysis						0	\$	-
3.3	Preferred Alternative Selection						0	\$	-
4	Preliminary Design								
4.1	30% Design						0	\$	-
4.2	Permitting						0	\$	-
4.3	No-Rise Analysis						0	\$	-
5	Final Design and Permitting								
5.1	90% PS&E						0	\$	-
5.2	100% PS&E						0	\$	-
5.3	Bid Phase Support						0	\$	-
Total Hours		3	3	44	12	3	81		
Direct Labor Cost		\$180	\$150	\$1,540	\$300	\$123			\$3,033
Overhead	86.72%								\$2,630
Fixed Fee	30%								\$ 910
Direct Charges									
	Mileage			224				\$	224
	Lodging							\$	-
	Per Diem							\$	-
	Survey Supplies							\$	-
	Field Supplies							\$	-
								\$	-
								\$	-
Total Cost Plus Fixed Fee									\$6,797

Cultural Resource Consultants
PO Box 4159, Seattle, WA 98194
206 855-9020

2022 Rates

Job Classification	Direct Labor Rates		Overhead 86.72%		Fixed Fee 23.80%		All Inclusive Hourly Billing Rate		Overtime Billing Rate	
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
Principal Investigator	\$ 50.00	\$ 72.10	\$ 43.36	\$ 62.53	\$ 11.90	\$ 17.16	\$ 105.26	\$ 151.78	\$ 130.26	\$ 187.83
Projects Manager	\$ 30.00	\$ 61.80	\$ 26.02	\$ 53.59	\$ 7.14	\$ 14.71	\$ 63.16	\$ 130.10	\$ 78.16	\$ 161.00
Senior Archaeologist	\$ 30.00	\$ 61.80	\$ 26.02	\$ 53.59	\$ 7.14	\$ 14.71	\$ 63.16	\$ 130.10	\$ 78.16	\$ 161.00
Project Historic Architect	\$ 30.00	\$ 61.80	\$ 26.02	\$ 53.59	\$ 7.14	\$ 14.71	\$ 63.16	\$ 130.10	\$ 78.16	\$ 161.00
Project Historian I	\$ 30.00	\$ 56.65	\$ 26.02	\$ 49.13	\$ 7.14	\$ 13.48	\$ 63.16	\$ 119.26	\$ 78.16	\$ 147.58
Project Historian II	\$ 27.00	\$ 36.05	\$ 23.41	\$ 31.26	\$ 6.43	\$ 8.58	\$ 56.84	\$ 75.89	\$ 70.34	\$ 93.92
Project Historian III	\$ 24.00	\$ 30.90	\$ 20.81	\$ 26.80	\$ 5.71	\$ 7.35	\$ 50.52	\$ 65.05	\$ 62.52	\$ 80.50
Historic Built Environment	\$ 30.00	\$ 56.00	\$ 26.02	\$ 48.56	\$ 7.14	\$ 13.33	\$ 63.16	\$ 117.89	\$ 78.16	\$ 145.89
Project Archaeologist I	\$ 30.00	\$ 56.65	\$ 26.02	\$ 49.13	\$ 7.14	\$ 13.48	\$ 63.16	\$ 119.26	\$ 78.16	\$ 147.58
Project Archaeologist II	\$ 25.00	\$ 46.35	\$ 21.68	\$ 40.19	\$ 5.95	\$ 11.03	\$ 52.63	\$ 97.58	\$ 65.13	\$ 120.75
Project Archaeologist III	\$ 20.00	\$ 41.20	\$ 17.34	\$ 35.73	\$ 4.76	\$ 9.81	\$ 42.10	\$ 86.73	\$ 52.10	\$ 107.33
Office Manager	\$ 24.00	\$ 51.50	\$ 20.81	\$ 44.66	\$ 5.71	\$ 12.26	\$ 50.52	\$ 108.42	\$ 62.52	\$ 134.17
Office Assistant	\$ 14.00	\$ 24.72	\$ 12.14	\$ 21.44	\$ 3.33	\$ 5.88	\$ 29.47	\$ 52.04	\$ 36.47	\$ 64.40
Field Archaeologist I	\$ 18.00	\$ 26.78	\$ 15.61	\$ 23.22	\$ 4.28	\$ 6.37	\$ 37.89	\$ 56.38	\$ 46.89	\$ 69.77
Field Archaeologist II	\$ 17.00	\$ 25.75	\$ 14.74	\$ 22.33	\$ 4.05	\$ 6.13	\$ 35.79	\$ 54.21	\$ 44.29	\$ 67.08
Field Archaeologist III	\$ 16.00	\$ 24.72	\$ 13.88	\$ 21.44	\$ 3.81	\$ 5.88	\$ 33.68	\$ 52.04	\$ 41.68	\$ 64.40
Field Technician	\$ 14.00	\$ 18.54	\$ 12.14	\$ 16.08	\$ 3.33	\$ 4.41	\$ 29.47	\$ 39.03	\$ 36.47	\$ 48.30

NOTE:

Invoiced labor rates may be less than the Min rate shown but will not exceed the Max rate.

All travel will be billed per WSDOT Travel Regulations.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *(Title of Modal Operating Administration)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
[Include Modal Operating Administration specific program requirements.]
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Modal Operating Administration specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *(Title of Modal Operating Administration)* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Title of Modal Operating Administration)*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *(Title of Modal Operating Administration)* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *(Title of Modal Operating Administration)* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G

Certification Documents

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of Lewis County Public Works
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters -
Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of

Northwest Hydraulic Consultants Inc.

whose address is

12787 Gateway Drive S., Seattle, WA 98168

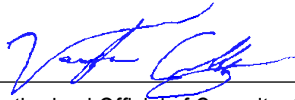
and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the Lewis County Public Works and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Northwest Hydraulic Consultants, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

2/7/2022

Date

Agreement Number: Shorey 2022-1

Exhibit G-1(b) Certification of Lewis County Public Works

I hereby certify that I am the:

☐

☐ Other

of the Lewis County Public Works Department , and Lewis County
or its representative has not been required, directly or indirectly as an express or implied condition in connection
with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration
of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the
and the Federal Highway Administration, U.S. Department of Transportation, in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

Signature

Date

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Northwest Hydraulic Consultants, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

2/7/2022

Date

Agreement Number: Shorey 2022-1

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

Northwest Hydraulic Consultants, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

2/7/2022

Date

Agreement Number: Shorey 2022-1

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of * are accurate, complete, and current as of **

Firm:

Title

Exhibit G - Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement Revised 02/01/2021

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$.

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.