Local Agency Professional Services
Cost Plus Fixed Fee Consultant Agreement

Agreement Number: Does this Require DES filing? ☐ Yes ☑ No

Firm/Organization Legal Name (do not use dba's): HDR Engineering, Inc.	
Address: 929 108th Ave NE, Ste 1300, Bellevue, WA 98004	Federal Aid Number:
UBI Number: 601021437	Federal TIN or SSN Number: 47-0680568
Execution Date:	Completion Date: 12/31/2023
1099 Form Required: ☐ Yes ☐ No	Federal Participation: ☐ Yes ☑ No
Project Title: Reynolds Road Railroad Switch Upgrades	
Description of Work: Design of railroad switch upgrades, permitting, cultural resources, surveying (MTN2Coast), geotech (Landau), PS&E development and coordination with RR owner, County and UTC.	
☐ Yes % ☑ No DBE Participation ☐ Yes % ☑ No MBE Participation ☐ Yes % ☑ No WBE Participation ☐ Yes % ☑ No SBE Participation	Total Amount Authorized: $233,872.00 Management Reserve Fund: $0.00 Maximum Amount Payable: $233,872.00

Index of Exhibits

Exhibit A Scope of Work
Exhibit B DBE Participation/SBE Plan
Exhibit C Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D Prime Consultant Cost Computations
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Exhibit F Title VI Assurances
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Exhibit H Liability Insurance Increase
Exhibit I Alleged Consultant Design Error Procedures
Exhibit J Consultant Claim Procedures

Agreement Number:

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the Lewis County ,
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 UDBE, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall submit 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, is required to 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. Non minority, woman owned DBEs does not count towards UDBE goal attainment.

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:
Name: Mark Burch
Agency: Lewis County
Address: 2025 NE Kresky Avenue
City: Chehalis State: WA Zip: 98532
Email: mark.burch@lewiscountywa.gov
Phone: 360-740-2650
Facsimile:

If to CONSULTANT:
Name: Brad Shea
Agency: HDR Engineering, Inc.
Address: 929 108th Ave NE, Suite 1300
City: Bellevue State: WA Zip: 98004
Email: Bradley.Shea@hdrinc.com
Phone: 360-570-4400
Facsimile:

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. This AGREEMENT may require filing with the Department of Enterprise Services (DES) pursuant to RCW 39.26.140. If such approval is required by DES, this AGREEMENT shall not bind the AGENCY until approved by DES. If the AGREEMENT must be approved by DES, work cannot begin, nor payment made until ten (10) or more working days following the date of filing, and, until approved by DES.
Any subsequent SUPPLEMENTAL AGREEMENT may also be subject to filing and/or approval from DES. 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 the WSDOT' 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.

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 a 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

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 the AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or the AGENCY, their agents, officers and employees by the CONSULTANT, their 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 by the Parties.

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: Mark Burch
Agency: Lewis County
Address: 2025 NE Kresky Avenue
City: Chehalis State: WA Zip: 98532
Email: mark.burch@lewiscountywa.gov
Phone: 360-740-2650
Facsimile:

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.

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 and AGENCY 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, scribblings, recordings, visual displays, photographs, minutes of meetings,

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	3/8/2023 Date
Signature	Date

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

Agreement Number:

Project No.

See Exhibit A-1

Agreement Number:

Exhibit A
Scope of Services

Reynolds Road Railroad Switch Upgrade

Introduction

Lewis County (County) has selected HDR Engineering, Inc. (HDR) to provide support to the County in the design and development of construction documents for the Reynolds Road Railroad Switch Upgrade project.

During the term of this AGREEMENT, HDR Engineering, Inc. (CONSULTANT) shall perform professional services for Lewis County (COUNTY) and Puget Sound & Pacific Railroad (PSAP) in association with the work. This document shall be used to plan, conduct, and complete the work.

The work under this AGREEMENT includes the design and development of construction documents required for the upgrade of two (2) manual railroad turnouts on the Washington Royal Line to Dual-Tone, Multi-Frequency (DTMF) Power Switches to reduce railroad switch upgrade work.

The scope of work includes the following tasks:

Task 1	Project Management
Task 2	Project Meetings
Task 3	Topographic Survey
Task 4	Geotechnical Engineering
Task 5	Environmental Documentation and Permitting Assistance
Task 6	Cultural Resources
Task 7	DTMF Power Switches Design and Submittal Packages
Task 8	Civil Design
Task 9	Advertising and Bidding Support

Detailed Scope of Services

TASK 1: PROJECT MANAGEMENT

The purpose of this activity is to provide overall direction and control for the project. The CONSULTANT's project manager shall be responsible for implementation of the quality control process, project reporting, project documentation, and overall performance of the project. Activities will include the following:

TASK 1.1 – Project Management/Administration

The CONSULTANT shall administer the project and coordinate with COUNTY to facilitate efficient progress and timely completion. Elements of work for this task include:

- Project Setup
- Manage project budget and schedule
- Coordination and monitoring

TASK 1.2 – Project Reporting/Invoicing

The CONSULTANT shall prepare six (6) monthly invoice and progress report to document the work performed. Elements of work for this task include:

- Prepare/submit monthly progress report and invoice each month to COUNTY project manager. Each progress report will identify the following:
    - Work completed during the invoice period
    - Work to be completed during the next invoice period
    - Potential out of scope work

TASK 1.3 – Subconsultant Management

The CONSULTANT shall coordinate with SUBCONSULTANTs for invoicing, schedule updates and project delivery.

TASK 1.4 – Project Closeout

The CONSULTANT shall closeout the project and store project files for documentation.

Task 1 - Assumptions:

- The work will be completed over a 6-month period.
- Six (6) Monthly Progress Reports/Invoices will be submitted in PDF format.

Task 1 - Deliverables:

- Monthly Progress Report/Invoices in PDF format

TASK 2: PROJECT MEETINGS

CONSULTANT will conduct regularly scheduled COUNTY/CONSULTANT project team and CONSULTANT design team meetings throughout the duration of the project.

TASK 2.1 – Project Management Team Meetings

CONSULTANT will organize and conduct bi-weekly meetings with the COUNTY project manager to provide updates on the project, discuss information needed for the project, and review the project schedule.

TASK 2.2 – Design Team Meetings

CONSULTANT will conduct bi-weekly design team meetings to discuss the project status, review QC schedules, and identify information needed from the County to advance the design.

Task 2 - Assumptions:

- Up to six (6) Project Management team meetings will be conducted and attended by up to two (2) CONSULTANT staff.
- Up to six (6) Design Team meetings will be conducted and attended by up to three (3) CONSULTANT staff.
- Project Management and Design Team meetings will be one hour in duration and conducted via video conference.

Task 2 - Deliverables:

- Meeting agendas and notes

TASK 3: TOPOGRAPHIC SURVEY

SUBCONSULTANT (MTN2Coast) will complete a topographic survey for the Reynolds Road Railroad Switch Upgrades project.

TASK 3.1 – Boundary Survey

SUBCONSULTANT will perform the appropriate office work to establish the railroad R/W using available GIS data and information provided by the RR and COUNTY. The R/W information will be used to develop a R/W base map in AutoCAD that can be used by the design team to verify the project improvements are within existing RR R/W.

TASK 3.2 – Topographic Survey

SUBCONSULTANT will complete a topographic survey of the site as shown in Figure 1. The topographic survey will include the following:

- One-foot contours with tops, toes, and breaks
- Buildings and other structures on site with finished floor elevations
- Other visible improvements such as curbs, mailboxes, light poles, etc.
- Railroad tracks, switches, signs and other appurtenances.
- Hard surfaces such as concrete, pavement and gravel
- Trees 6" and larger diameter at breast height (dbh) with diameter and species measured
- Existing underground utility mapping

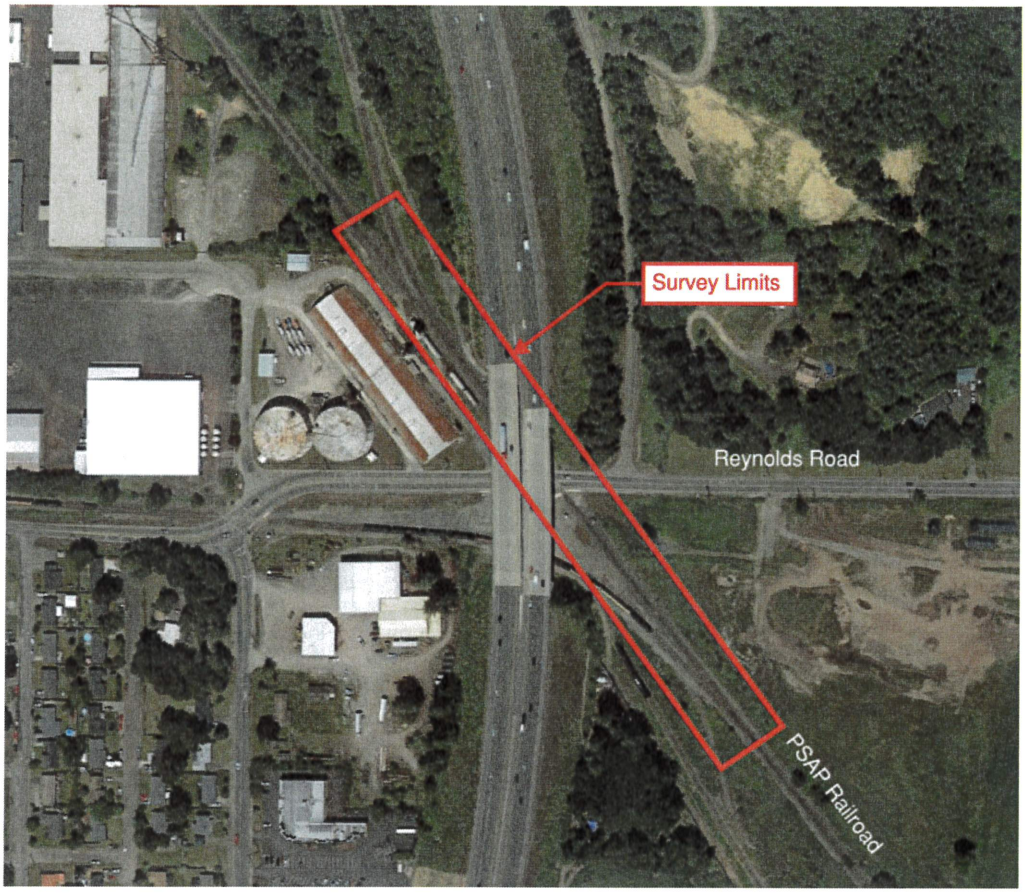
SUBCONSULTANT will coordinate with a utility locator service to paint the buried conductible utilities. Where access is available, SUBCONSULTANT will open and measure utility structures, and pipe sizes, types and invert elevations.

Task 3 - Assumptions:

- Survey will be completed on the Washington State Plane Coordinate System and NAVD 88 vertical datum.
- Survey control will be established by SUBCONSULTANT.
- CONSULTANT will obtain Right of Entry permits for access to railroad R/W.

Task 3 - Deliverables:

- Topographic Survey Map in pdf format
- ACAD electronic drawing file with 3D surface of the project area


Survey Limits
Reynolds Road
PSAP Railroad

TASK 4: GEOTECHNICAL ENGINEERING

SUBCONSULTANT (Landau) will complete the geotechnical investigation and testing for the railroad switch upgrades project. The work will consist of evaluation of soils at one (1) location.

TASK 4.1 – Geotechnical Field Investigation

SUBCONSULTANT will obtain soil samples from one (1) location within the proposed project area to determine the subgrade conditions for use in the signal foundation design.

- SUBCONSULTANT will coordinate with an excavator and operator to advance test pit to ten (10) feet below ground surface or practical refusal.

TASK 4.2 – Laboratory Testing

SUBCONSULTANT will complete laboratory testing of the collected sample.

TASK 4.3 – Geotechnical Reporting

SUBCONSULTANT will develop a draft and final Geotechnical Report for the project. CONSULTANT will review the geotechnical documentation and coordinate the geotechnical data with the topographic survey.

Task 4 - Assumptions:

- One location will require excavation to obtain soil samples for geotechnical analysis.
- A drill rig will not be required for obtaining soil samples.
- Site soils are native and not compressible, soft, or modified land.
- Railroad safety training is excluded.
- CBR testing is excluded.
- COUNTY will provide right of entry permits for the geotechnical investigation efforts.
- SUBCONSULTANT will complete public locates and hire a private locator.
- CONSULTANT will provide a site plan showing the proposed track location and known utilities along with the proposed soil sampling locations.

Task 4 - Deliverables:

- Draft Geotechnical Technical Memorandum
- Final Geotechnical Technical Memorandum

TASK 5: ENVIRONMENTAL DOCUMENTATION and PERMITTING ASSISTANCE

The purpose of this task is to engage the regulatory agencies, conduct fieldwork, and prepare NEPA. This task assumes that there will be no impacts to Waters of the U.S. or State that require permitting with U.S. Army Corps of Engineers, Washington Department of Ecology, or Washington Department of Fish and Wildlife, or Lewis County.

TASK 5.1 – Wetlands, Wildlife, & Habitat Fieldwork and Documentation

Field staff will review pertinent background information including the Soils Survey of Lewis County, USFWS National Wetland Inventory (NWI) maps, COUNTY maps and critical area code sections, as well as database information from WDFW, WDNR, USFWS, and NOAA Fisheries.

CONSULTANT biologists will evaluate the study area for presence or absence of wetlands and streams. There are no known wetlands or other sensitive areas located within the project area.

This subtask includes development of the following:

- Wetland and stream delineation fieldwork notes and GIS data
- Submit Wetland and Stream Forms or Reports to COUNTY for review
- Draft and Final Wetland and Stream Delineation Report (PDF), if needed

TASK 5.2 – Endangered Species Act Compliance Documentation

The Endangered Species Act (ESA) compliance documentation is to evaluate the PROJECT in terms of its potential impacts to any species listed or proposed for listing as threatened or endangered under Section 7 of the Endangered Species Act (ESA). Because of the nature of the project and occurrence in developed lands, a No Effect Letter is assumed to be sufficient ESA compliance documentation to meet WSDOT H&LP requirements.

The No Effect Letter will be prepared by a WSDOT certified author (to cover any potential future NEPA process) and include detailed descriptions of all project activities, status and occurrence of listed species in project area, direct and indirect effects to all listed species and critical habitat, and conservation measures. The No Effect Letter will include an effects determination for each listed species and critical habitat. If required, an analysis of Essential Fish Habitat (EFH) will be completed as part of the No Effect Letter and will also include an effects determination.

This subtask includes development of the following:

- Draft and Final No Effect Letter (PDF), if needed

TASK 5.3 – NEPA Documentation and Approval

The CONSULTANT shall complete the NEPA Categorical Exclusion Documentation Form (NEPA CE) for this PROJECT as well as prepare supporting documentation in accordance with Chapter 24 of the LAG Manual and other appropriate WSDOT and/or FHWA guidance documents. The NEPA CE is the assumed NEPA document for a Documented Categorical Exclusion (DCE) for the project.

THE CONSULTANT shall coordinate with the WSDOT Highways and Local Programs Area Engineer during document preparation and review cycle. THE CONSULTANT will also

coordinate with WSDOT to address comments on the ECS and any of the environmental documentation prepared above.

The CONSULTANT shall incorporate their findings from Cultural Resources Assessment (Task 6), should one be needed, into the NEPA CE and coordinate responses to comments.

This subtask includes development of the following:

- Draft and Final ECS (PDF)

TASK 5.4 – Environmental Justice Documentation Required by FHWA and WSDOT

The CONSULTANT will document presence of minority and/or low-income populations within 0.5 miles of the project corridor to support the NEPA ECS.

- Pull demographic data – census and school data.
- Census Data will be collected from the Environmental Justice Screening Tool (EJSCREEN).
- School Demographics will be collected from the Washington State Office of Public Instruction.
- Complete the Social and Community Impacts Decision Matrix from the NEPA Categorical Exclusion Guidebook for Local Agencies.
- Prepare memorandum to summarize the demographic and income information.

This subtask includes development of the following:

- Draft and Final EJ Memo (PDF)

TASK 5.5 – Hazardous Materials Documentation Required by FHWA and WSDOT

It is assumed that without R/W impacts associated with these improvements, WSDOT will not require evaluation of potential contaminated sites within a mile of the project location. No efforts are included in the budget for this subtask.

TASK 5.6 – Stormwater Pollution Prevention Plan

HDR will prepare a Stormwater Pollution Prevention Plan (SWPPP) for the project. The SWPPP will be prepared pursuant to Ecology standards and will be used in the field to demonstrate compliance with Ecology's National Pollutant Discharge Elimination System (NPDES) Construction Stormwater General Permit.

CONSULTANT Services:

- Prepare a draft and final SWPPP for the project pursuant to Ecology's current standards using the 2018 SWPPP Template. This will include temporary erosion and sediment control (TESC) markups to the HDR prepared project Mapbook.
- Develop a list of customary best management practices (BMPs) that could be used during construction.
- Provide pollution prevention inspection recommendations, including potential monitoring locations and requirements.

COUNTY Responsibilities:

- Review and provide one set of consolidated comments on the draft SWPPP.

This subtask includes development of the following:

- Draft and Final SWPPP (PDF)

TASK 5.7 – SEPA and Permit Support

The CONSULTANT will support the COUNTY by preparing the SEPA checklist and assisting with Lewis County permit acquisition.

CONSULTANT Services:

- Prepare the SEPA Checklist, fill and grade application and Joint Aquatic Resources Permit Application (JARPA) or shoreline permit application, if needed, for use by COUNTY in permitting.
- Prepare for and attend presubmission conference with Lewis County.
- Prepare and submit Lewis County Master Site Review application.
- Provide permit acquisition support and maintain periodic contact with the reviewers after application submittal, coordinate responses to agency comments from the design team, and ensure any conditions of approval are incorporated into the design set.

County Responsibilities:

- Provide timely review of all deliverables and a consolidated list of review comments to the CONSULTANT, in accordance with the project schedule.
- Pay any fees associated with Permit submittals.
- Sign SEPA checklist and SEPA determination and permit application forms.
- Formally issue the SEPA determination and distribute public notice and supporting materials to the appropriate agencies and the public.
- Coordinate public notification mailing, distribution, posting at public facilities. On-site posting as required will be handled by COUNTY.

This subtask includes development of the following:

- Draft and Final SEPA Checklist

Task 5 - Assumptions:

- The study area for the studies mentioned in this task will be the same as the survey limits shown in Task 3.
- Right-of-entry (ROW) to private properties will be provided by the County and shall be in writing prior to any initiation of field efforts.
- The site investigation for wetlands and wildlife habitat will be completed by two biologists in one day.
- SEPA checklist will evaluate one iteration of design at 60% milestone.
- The No Effect Letter will evaluate one iteration of design at the 60% milestone.
- This task assumes WSDOT will accept No Effect determinations for the project. Services for information or format consultation with NMFS and USFWS is not included in this scope of work.

- No work is proposed in wetlands, streams, flood hazard areas or other critical areas that will trigger federal or state permitting. Therefore Federal, state, and local permitting for work in or adjoining such areas is not included in this SOW.
- A JARPA Permit Application may need to be prepared for a shoreline permit.
- NEPA update will evaluate one iteration of design at the 60% milestone.
- Air and Noise evaluations will not be required for a complete NEPA CE submittal.
- The NEPA CE is the assumed NEPA document for a Documented Categorical Exclusion (DCE) for the project.
- It is assumed for this task that the EJ Memo documentation will be for a CE-level project and that there will be no impacts on EJ populations.
- Windshield survey for the hazmat memo will be conducted by one CONSULTANT staff.
- The project will require a low-level or mid-level hazardous materials analysis per WSDOT Local Programs standards. Preparation of a full-scale HazMat Analysis Report is not included in this scope of work.
- County will provide CONSULTANT adopted erosion and sediment control standard specifications for inclusion in the SWPPP.
- The SEPA checklist, the NEPA CE and supporting documentation on all permit applications are limited to one review and revision cycle by COUNTY.
- Changes to the project description and/or project area may necessitate modifications to this scope of services.
- More than 1 acre of ground disturbance will occur, therefore NPDES GSWCP will be required.
- Scope and budget to support a SEPA appeal is outside the scope of this AGREEMENT.
- Up to eight (8) hours of permit acquisition support is assumed for this task.
- Due to all work being performed within the RR R/W, WSDOT will not require evaluation of potential hazardous materials or a hazmat report.

Task 5 - Deliverables:

- Wetland and stream delineation fieldwork notes and GIS data are available upon request.
- Draft and Final Wetland and Stream Delineation Report (PDF)
- Draft and Final NEPA CE (PDF)
- Draft and Final EJ Memo (PDF)
- Draft and Final Hazardous Materials Technical Memorandum (PDF)
- Draft and Final SEPA Checklist (PDF)
- Draft and Final Presubmission Conference application package (PDF)
- Draft and Final Master Site Review application package (PDF)

Task 6 – CULTURAL RESOURCES

Consultant shall conduct cultural resources assessment and reporting to comply with Section 106 of the National Historic Preservation Act (NHPA) and Revised Code of Washington and gain approval from the lead federal agency (WSDOT) and Department of Archaeology and Historic Preservation (DAHP). This work shall include the following:

TASK 6.1 – Defining Proposed Project Area of Potential Effects (APE)

The APE shall include the maximum extent of proposed ground disturbance, inclusive of potential direct and indirect effects on resources located on parcels adjacent to the ground disturbing activity. Consultant shall prepare a map that displays the APE for review and approval by the City Project Manager, and subsequent submittal to WSDOT in the draft report.

TASK 6.2 – Background Research

Background research will include a check of records at the DAHP Washington Information System for Architectural and Archaeological Records Data (WISAARD) for information on previous projects and identified cultural resource within a 1-mile radius of the project area prior to any field activity. Other background information will be collected from ethnographic and historic accounts, previous regional cultural resource investigations, online local historical societies and informants, maps, and photographs. Consultant shall contact the Indian tribes who may have interest in the APE as part of the background research to ask about any concerns they may have regarding the APE and to inform them of the geotechnical investigations and field survey.

TASK 6.3 – Archaeological Monitoring of Geotechnical Investigations

A Consultant professional archaeologist who either meets the Secretary of the Interior's (SOI) professional qualifications for archaeology or is supervised by a Consultant SOI-qualified archaeologist will visually and, if possible, manually inspect the sediment samples in the field. If the geotechnical engineers do not need to retain sediment samples, the available spoils may be screened through ¼ inch mesh for artifacts prior to disposal in drums or backfilling. Any artifacts identified during geotechnical investigations will be described, photographed, and reburied near the surface of the borehole in which they were identified. Notes about content and sediments encountered in the borings will be kept on standard forms. UTM coordinates of all borings will be recorded with a hand-held GPS unit. If an archaeological site is identified, additional work will likely be necessary to delineate site boundaries and evaluate significance of the site. In addition to identifying cultural resources, an important part of fieldwork will be to document current conditions and recent disturbance in the project area.

TASK 6.4 – Cultural Resources Field Survey

Archaeological and architectural history field survey will be completed in one day by a Consultant professional archaeologist and Consultant professional architectural historian, who meet or are supervised by a Consultant who meets the SOI professional qualifications for the respective disciplines. A pedestrian survey will be completed within the APE to document the existing conditions. No shovel probes are planned as this area is largely impervious surface

(e.g., pavement, road gravel, etc.), or contains existing utilities and/or landscaping modifications. Subsurface observations will be conducted by observing the geotechnical exploration work. A segment of the Puget Sound and Willapa Harbor, Chicago Milwaukee and St. Paul, and Chicago, Milwaukee, St. Paul and Pacific, Chehalis West, Railroad has been previously determined not eligible for listing in the National Register of Historic Places (NRHP). Survey will document this section of the railroad and complete documentation for an updated historic property inventory (HPI) form.

TASK 6.5 – Analysis and Reporting

The results of cultural resources assessment will be presented in a technical report suitable for submission to WSDOT, DAHP, other agencies as appropriate, tribes, and other concerned parties. The report will include information concerning any identified cultural resources and will provide recommendations of their eligibility for listing in the NRHP, if feasible, or if further work is needed to complete eligibility evaluations. The report will also include recommendations regarding project impacts and ways to avoid or minimize damage to cultural resources, as well as any additional cultural resources work that may be necessary (e.g., construction monitoring and architectural history survey). Due to confidentiality requirements for archaeological site location data, distribution of the report may be restricted. If determined necessary, a project specific inadvertent discovery plan (IDP) will be appended to the report.

TASK 6.6 – Coordination and Recommendations to the Project Team

The Consultant will aid with development of bid items and or specification language to include an inadvertent discovery plan or active monitoring plan during construction. This will include coordination with WSDOT and DAHP and review and response to comments received from the interested Tribes as part of the Section 106 consultation process, which will be led by the WSDOT.

Task 6 - Assumptions:

- It is assumed that no permits will be required to perform the survey.
- City will acquire necessary rights of entry for Cultural Resources field survey.
- One round of reviews is assumed for each deliverable.
- 1 historic built environment resource is assumed (Railroad).
- No archaeological resources are assumed.
- No construction monitoring or a monitoring plan is assumed.

Task 6 - Deliverables:

- Draft and Final Cultural Resources Report (PDF)
- Draft and Final HPI form for the Railroad (PDF)
- Project Specific Inadvertent Discovery Plan (PDF)

Task 7 – DTMF POWER SWITCHES DESIGN and SUBMITTAL PACKAGES

The project will upgrade two manual railroad turnouts on the Washington Royal Line to Dual-Tone, Multi-Frequency (DTMF) Power Switches to reduce railroad and roadway freight delay times. The work will include developing preliminary and final design plans, specifications, and an engineer's estimate for construction.

The CONSULTANT will prepare 30%, 90% and FINAL design submittal packages for the railroad switch upgrade as part of this task effort.

Task 7.1 – 30% Railroad Switch Upgrade PS&E Submittal Package

The CONSULTANT will prepare a 30% DTMF Power Switches PS&E package. The efforts in this task include preliminary design of the DTMF Power Switches layout, the associated detection, and AC power calculations. A 30% opinion of probable construction costs (OPCC) will be developed for the DTMF Power Switch upgrades. The preliminary technical specifications table of contents will be prepared based on the 30% design and the OPCC.

The CONSULTANT will submit the 30% DTMF Power Switches design PS&E package to the COUNTY and Puget Sound and Pacific Railroad (PSAP). The submittal will adhere to Federal Railroad Administration (FRA) guidelines, Genesee and Wyoming Railroad (PSAP) Engineering Standards and the latest AREMA Manual.

Task 7.2 – 90% Railroad Switch Upgrade PS&E Submittal Package

CONSULTANT will update the DTMF Power Switches plans to address comments received on the 30% submittal and update the plans for the 90% PS&E Submittal Package.

CONSULTANT will provide a draft of the project specifications and contract bidding documents with the 90% design submittal package.

CONSTULTANT will update the OPCC to reflect the final design and incorporate comments received from the County and PSAP on the 30% design submittal package.

Task 7.3 – Final Railroad Switch Upgrade PS&E Submittal Package

CONSULTANT will update the DTMF Power Switches plans to address comments received on the 90% submittal and update the plans for the Final PS&E Submittal Package.

CONSULTANT will provide a final copy of the project specifications and contract bidding documents with the Final PS&E Submittal Package that address comments received on the 90% PS&E submittal.

CONSTULTANT will update the OPCC to reflect the final design and incorporate comments received from the County and PSAP on the 90% design submittal.

Task 7.4 – Comment Resolution

CONSULTANT will address comments received from the County and PSAP on the 30%, 90% and final PS&E submittal and document the comment resolution in an Excel file.

Task 7.5 – QA/QC Review

CONSULTANT will perform senior level review of each submittal package prior to being submitted to the County.

Task 7 - Assumptions:

- One (1) preferred layout will be developed.
- CONSULTANT will submit the DTMF Power Switches PS&E Submittal Packages to the COUNTY and the COUNTY will submit the packages to PSAP for their review.
- The DTMF Power Switches will be controlled from a standard ARR Road Channel Frequency by both locomotive and handheld radio activation.
- PSAP will provide correct ARR Road Channel and related licenses for the ARR Road Channel
- The design will conform to FRA Subpar 236 regulations and AREMA standard.
- COUNTY will provide as-built for the Reynolds Rd grade crossing warning system and commercial power meter number and wattage.
- Permits will be prepared and submitted by others.
- Primary electrical service calculations, design, and plans are not included in this scope of work.

Task 7 - Deliverables:

- 30% Design Submittal Package
    - 30% layout of DTMF Power Switches and related detection
    - Preliminary layout of preferred alternative in AutoCAD and PDF format
    - 30% OPCC
    - Comment resolution from conceptual submittal
- 90% Design Submittal Package
    - 90% layout of DTMF Power Switches and related detection
    - 90% design of preferred alternative in AutoCAD and PDF format
    - 90% OPCC
    - Comment resolution from conceptual submittal
- Final Design Submittal Package
    - Final layout of DTMF Power Switches and related detection
    - Final design of preferred alternative in AutoCAD and PDF format
    - Final OPCC
    - Comment resolution from conceptual submittal

Task 8 – CIVIL DESIGN

The CONSULTANT will develop civil engineering design for the proposed railroad switch upgrades improvements. All civil work will be incorporated into the track design plans at applicable milestone submittals.

TASK 8.1 – Roadway Design

CONSULTANT will develop the demolition and pavement restoration plans associated with the railroad switch upgrades improvements.

TASK 8.2 – Stormwater Design

CONSTULTANT will develop the grading and drainage design for the proposed railroad switch upgrades project. It is assumed that existing drainage ditches will be modified, but storm drainage treatment or storage will be required.

A technical memorandum will be developed to document the stormwater design for the project.

TASK 8.3 – Civil Plans

CONSULTANT will develop the following civil plans to be included in the 30%, 90% and Final Design Submittal Packages described in Task 6.

- Cover Sheet (1 sheet)
- Erosion Control Plans and Details (4 sheets)
- Demolition Plans (4 sheets)
- Grading Plans and Details (4 sheets)

TASK 8.4 – QA/QC Review

CONSULTANT will perform senior level review of the civil plans prior to being submitted to the County.

Task 8 - Assumptions:

- No roadway improvement plans will be required.
- No stormwater drainage report will be required
- Stormwater treatment and storage will not be required.

Task 8 - Deliverables:

- Civil Plans

Task 9 – ADVERTISEMENT and BIDDING SUPPORT

The purpose of this task is to compile the construction documents and support the COUNTY with advertisement and bidding of the project.

Task 9.1 – Project Manual

The CONSULTANT will compile the Project Manual that will include the Advertisement, Bid Forms, plans, specifications and other information required for bidding the project.

Task 9.2 – Bidding Support

CONSULTANT will support the COUNTY with responding to bidder questions submitted during advertisement of the project.

CONSULTANT will develop up one (1) addendum to address contractor questions.

Task 9.3 – QA/QC Review

CONSULTANT will perform senior level review of the final Project Manual prior to being submitted to the County for advertisement.

Task 9 - Assumptions:

- County will coordinate with their preferred Planhold organization for uploading bid documents that will be made available to Contractors.
- It is estimated that up to 10 hours of CONSULTANT time will be required to address contractor questions during bidding.
- County will be the direct contact for bidding questions and will request support from CONSULTANT in developing responses to Contractor questions.

Task 9 - Deliverables:

- Project Manual
- Addendum (1)

Exhibit B
DBE Participation

Agreement Number:

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

B. Roadway Design Files

C. Computer Aided Drafting Files

Agreement Number:

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

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

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

Agreement Number:

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D
Prime Consultant Cost Computations

See Exhibit D-1

Agreement Number:

Exhibit D-1

LABOR ESTIMATE, HDR ENGINEERING STAFF

Lewis County: Reynolds Road Railroad Switch Upgrades

	Ferrier, Paul A	Shea, Bradley J	Johnson, Lawrence S (Scott Johnson)	Archer, Matthew A	Baker, Chad E	Sousa, Logan Jon	Johnson, Ty M	Kuhns, David W Jr.	Danielski, Lisa C	Welch, Ian D	Dariguenave, Dante Bernard	Story, Tobin M	Bails, Jamie Lynn	Victor, Michelle L	Bassett, Malia Ashley	Garufi, Katherine Allison	Cody, Sandy R	Adair, Tina M	Ferris, Jennifer M	Robison-Mathes, Anna Lee	Desimone, Sarah Marie	Perez Figueroa, Jorge E (Jorge Perez)	Weatherby, Steven Daniel	Folwell, Matthew R	O'Neill, Evan Patrick	Total Labor Hours	Total Labor Dollars
Project Role	Principal	Project Manager	QA/QC Lead	Rail Lead	Roadway Engineer	Roadway Designer	Stormwater/Utilities Lead	Stormwater/Utilities Engineer	Env Permitting Lead	Lead ESA Biologist	Biologist	Lead Wetland Biologist	Planner	GIS	Planner	HazMat Lead	HazMat Specialist	Technical Editor	Cultural Resources Lead	Env Planner	Env Planner	ROW Services Lead	Rail CADD Tech	Railroad Engineer	Project Accountant		
Billing Rate	436.43	281.15	321.70	217.47	358.61	125.30	278.87	205.21	252.28	190.28	120.47	156.81	148.89	155.90	225.53	306.74	134.80	173.81	222.45	120.40	105.30	141.27	386.28	235.79	110.64		
1 PROJECT MANAGEMENT	2	54	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14	70	$ 17,603.92
Project Management/Administration	2	32																								34	$ 9,889.66
Project Reporting/Invoicing		12																							12	24	$ 4,701.48
Subconsultant Management		8																								8	$ 2,249.20
Project Closeout		2																							2	4	$ 783.58
2 PROJECT MEETINGS	0	19	0	6	13	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	40	$ 11,922.68
Project Management Team Meetings		9			8																					15	$ 4,682.01
Design Team Meetings		9		6	6																					21	$ 5,986.83
3 TOPOGRAPHIC SURVEY	0	0	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	$ 501.20
Boundary Survey																										0	$ -
Topographic Survey						4																				4	$ 501.20
4 GEOTECHNICAL ENGINEERING	0	0	0	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	$ 1,115.48
Geotechnical Field Investigations																										0	$ -
Laboratory Testing																										0	$ -
Geotechnical Reporting							4																			4	$ 1,115.48
5 ENVIRONMENTAL DOCUMENTATION and PERMITTING ASSISTANCE	0	2	0	1	0	0	2	25	62	27	105	29	95	85	37	1	1	8	0	0	0	0	0	0	0	480	$ 82,016.29
Wetlands, Wildlife, & Habitat Fieldwork and Documentation									6	16	52	28		28				4								134	$ 20,273.72
Endangered Species Act Compliance Documentation									8	10	52			10	4											84	$ 12,646.60
NEPA Documentation and Approval		1							18	1	1	1	45	5	1	1	1									75	$ 13,436.37
Environmental Justice Documentation Required by FHWA and WSDOT									6					10	32			4								52	$ 10,984.68
Hazardous Materials Documentation Required by FHWA and WSDOT																										0	$ -
Stormwater Pollution Prevention Plan							2	24	2																	28	$ 5,987.34
SEPA and Permit Support		1		1				1	22				50	32												107	$ 18,687.29
6 CULTURAL RESOURCES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	15	92	40	0	0	0	0	151	$ 19,320.79
Defining Proposed Project Area of Potential Effects (APE)																			4	14						18	$ 2,575.40
Background Research																				8	8					16	$ 1,865.60
Archaeological Monitoring of Geotechnical Investigations																			1	22						23	$ 2,871.25
Cultural Resources Field Survey																			1	10	10					21	$ 2,479.45
Analysis and Reporting																		4	4	38	20					66	$ 9,266.24
Coordination and Recommendations to the Project Team																			5		2					7	$ 1,322.85
7 DTMF POWER SWITCHES DESIGN AND SUBMITTAL PACKAGES	0	0	16	0	40	14	0	14	0	0	0	0	0	0	0	0	0	0	0	0	0	53	8	7	0	152	$ 36,346.82
30% Railroad Switch Upgrades PS&E Submittal Package					24	4		4														32	2	1		67	$ 15,457.67
90% Railroad Switch Upgrades PS&E Submittal Package					6	4		4														8	2	2		26	$ 5,848.00
Final Railroad Switch Upgrades PS&E Submittal Package					4	4		4														8	2	2		24	$ 5,130.78
Comment Resolution					4	2		2														4		1		13	$ 2,896.33
QA/QC Review			16		2																	1	2	1		22	$ 7,014.04
8 CIVIL DESIGN	0	0	12	0	0	52	6	28	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	100	$ 18,352.84
Roadway Design						24	4	16																		44	$ 7,406.04
Stormwater Design						12	2	8																		22	$ 3,703.02
Civil Plans						16	2	4																		22	$ 3,383.38
QA/QC Review			12																							12	$ 3,860.40
9 ADVERTISING AND BIDDING SUPPORT	0	8	2	12	12	18	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	50	$ 11,810.36
Project Manual		4				18																				20	$ 3,129.40
Bidding Support		4		12	12																					28	$ 8,037.56
QA/QC Review			2																							2	$ 643.40
Task Total Hours	2.00	83.00	30.00	19.00	65.00	86.00	14.00	67.00	62.00	27.00	105.00	29.00	95.00	85.00	37.00	3.00	1.00	12.00	15.00	92.00	40.00	53.00	8.00	7.00	14.00	1051.00	
Task Total Fee	$ 872.86	$ 23,335.45	$ 9,651.00	$ 4,131.93	$ 23,309.65	$ 10,775.80	$ 3,904.18	$ 13,749.07	$ 15,641.36	$ 5,137.56	$ 12,649.35	$ 4,547.49	$ 14,144.55	$ 13,251.50	$ 8,344.61	$ 920.22	$ 134.80	$ 2,085.72	$ 3,336.75	$ 11,076.80	$ 4,212.00	$ 7,487.31	$ 3,090.24	$ 1,650.53	$ 1,548.96		$ 198,989.69

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EXPENSES

Lewis County: Reynolds Road Railroad Switch Upgrades

OTHER DIRECT COSTS	Mileage/mile (IRS starting 7/1/22)	Trimble Unit/day	Miscellaneous	Tech Fees	Contingency	Total ODC	ODC Markup	Total ODC + Markup
	Travel	Field Equipment	Miscellaneous					
	Each	Each	Each					
Unit Cost	$0.625	$26.000	$15.000	$3.70	0.00%		0.00%	
1 PROJECT MANAGEMENT								
Quantity	150	0	0	0.00				
Task Total	**$93.75**	**$0.00**	**$0.00**	$0.00	$0.00	$93.75	$0.00	**$93.75**
2 PROJECT MEETINGS								
Quantity	0	0	0	0.00				
Task Total	**$0.00**	**$0.00**	**$0.00**	$0.00	$0.00	$0.00	$0.00	**$0.00**
3 TOPOGRAPHIC SURVEY								
Quantity	0	0	0	0.00				
Task Total	**$0.00**	**$0.00**	**$0.00**	$0.00	$0.00	$0.00	$0.00	**$0.00**
4 GEOTECHNICAL ENGINEERING								
Quantity	0	0	0	0.00				
Task Total	**$0.00**	**$0.00**	**$0.00**	$0.00	$0.00	$0.00	$0.00	**$0.00**
5 ENVIRONMENTAL DOCUMENTATION and PERMITTING ASSISTAN								
Quantity	570	2	2	0.00				
Task Total	**$356.25**	**$52.00**	**$30.00**	$0.00	$0.00	$438.25	$0.00	**$438.25**
6 CULTURAL RESOURCES								
Quantity	500	0	0	0.00				
Task Total	**$312.50**	**$0.00**	**$0.00**	$0.00	$0.00	$312.50	$0.00	**$312.50**
7 DTMF POWER SWITCHES DESIGN AND SUBMITTAL PACKAGES								
Quantity	500	0	0	0.00				
Task Total	**$312.50**	**$0.00**	**$0.00**	$0.00	$0.00	$312.50	$0.00	**$312.50**
8 CIVIL DESIGN								
Quantity	200	0	0	0.00				
Task Total	**$125.00**	**$0.00**	**$0.00**	$0.00	$0.00	$125.00	$0.00	**$125.00**
9 ADVERTISING AND BIDDING SUPPORT								
Quantity	0	0	0	0.00				
Task Total	**$0.00**	**$0.00**	**$0.00**	$0.00	$0.00	$0.00	$0.00	**$0.00**
Total ODC	**$ 1,200.00**	**$ 52.00**	**$ 30.00**	**$ -**	**$ -**	**$ 1,282.00**	**$ -**	**$ 1,282.00**

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FEE ESTIMATE

Lewis County: Reynolds Road Railroad Switch Upgrades

Task #	Task Description	Total Labor	Total Expenses	Total Subconsultants	Total For Proposal
1	PROJECT MANAGEMENT	$17,604	$94	$0	**$17,698**
2	PROJECT MEETINGS	$11,922	$0	$0	**$11,922**
3	TOPOGRAPHIC SURVEY	$501	$0	$19,100	**$19,601**
4	GEOTECHNICAL ENGINEERING	$1,115	$0	$14,500	**$15,615**
5	ENVIRONMENTAL DOCUMENTATION and PERMITTING ASSISTANCE	$82,016	$438	$0	**$82,454**
6	CULTURAL RESOURCES	$19,321	$313	$0	**$19,634**
7	DTMF POWER SWITCHES DESIGN AND SUBMITTAL PACKAGES	$36,347	$313	$0	**$36,660**
8	CIVIL DESIGN	$18,353	$125	$0	**$18,478**
9	ADVERTISING AND BIDDING SUPPORT	$11,810	$0	$0	**$11,810**
		$198,989	**$1,283**	**$33,600**	**$233,872**

Exhibit E
Sub-consultant Cost Computations

There isn't any 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 Exhibit E-1

Agreement Number:

SUBCONSULTANTS

Lewis County: Reynolds Road Railroad Switch Upgrades

	SUBCONSULTANTS	MTN2Coast	Landau, INC	Total Subconsultants	Sub Markup	Total Subconsultants + Markup
					0.00%	
1	PROJECT MANAGEMENT					
	Task Total	$0.00	$0.00	$0.00	$0.00	$0.00
2	PROJECT MEETINGS					
	Task Total	$0.00	$0.00	$0.00	$0.00	$0.00
3	TOPOGRAPHIC SURVEY					
	Task Total	$19,100.00	$0.00	$19,100.00	$0.00	$19,100.00
4	GEOTECHNICAL ENGINEERING					
	Task Total	$0.00	$14,500.00	$14,500.00	$0.00	$14,500.00
5	ENVIRONMENTAL DOCUMENTATION and PERMITTING ASSISTAI					
	Task Total	$0.00	$0.00	$0.00	$0.00	$0.00
6	CULTURAL RESOURCES					
	Task Total	$0.00	$0.00	$0.00	$0.00	$0.00
7	DTMF POWER SWITCHES DESIGN AND SUBMITTAL PACKAGES					
	Task Total	$0.00	$0.00	$0.00	$0.00	$0.00
8	CIVIL DESIGN					
	Task Total	$0.00	$0.00	$0.00	$0.00	$0.00
9	ADVERTISING AND BIDDING SUPPORT					
	Task Total	$0.00	$0.00	$0.00	$0.00	$0.00
	Total Subconsultants	$ 19,100.00	$ 14,500.00	$ 33,600.00	$ -	$ 33,600.00

Washington State Department of Transportation

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

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

May 10, 2022

HDR Engineering, Inc.
1917 S 67th Street
Omaha, NE 68106

Subject: Acceptance FYE 2021 ICR – Cognizant Review

Dear Joe Cox:

We have accepted your firms FYE 2021 Indirect Cost Rate (ICR) based on the "Cognizant Review" from the Nebraska Department of Transportation as follows:

- Contracts in effect prior to June 24, 2014: 156.45%
  (rate includes 0.13% Facilities Capital Cost of Money)
- Contracts awarded on or after June 24, 2014: 155.01%
  (rate includes 0.13% Facilities Capital Cost of Money)

This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

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

Regards;

ERIK K. JONSON
Contract Services Manager

EKJ:ah

Actuals Not To Exceed Table (ANTE)

Reynolds Road Railroad Switch Upgrades HDR Engineering, Inc. 929 108th Ave NE, Suite 1300 Bellevue, WA 98004				
Job Classifications	Direct Labor Rate NTE*	Overhead NTE* 155.01%	Fixed Fee NTE 31.00%	All Inclusive Hourly Billng Rate NTE
Administrative Assistant 3	$42.57	$65.99	$13.20	$121.75
Administrative Assistant 5	$67.87	$105.21	$21.04	$194.11
Architect 1	$44.74	$69.35	$13.87	$127.96
Architect 2	$47.24	$73.23	$14.64	$135.11
Architect Supervisor	$99.37	$154.03	$30.80	$284.21
Bridge Engineer 1	$47.68	$73.91	$14.78	$136.37
Bridge Engineer 3	$73.26	$113.56	$22.71	$209.53
Bridge Engineer 7	$111.73	$173.19	$34.64	$319.56
Budget Analyst 1	$105.48	$163.50	$32.70	$301.68
Budget Analyst 3	$172.64	$267.61	$53.52	$493.77
Civil Engineer 3	$82.33	$127.62	$25.52	$235.47
Civil Engineer 4	$94.48	$146.45	$29.29	$270.22
Commercial Manager	$91.06	$141.15	$28.23	$260.44
Communications Consultant 3	$72.74	$112.75	$22.55	$208.04
Communications Consultant 5	$88.53	$137.23	$27.44	$253.20
Construction Project Coordinator 2	$63.87	$99.00	$19.80	$182.67
Construction Project Coordinator 3	$72.02	$111.64	$22.33	$205.98
Construction Project Coordinator 4	$106.33	$164.82	$32.96	$304.11
Contracts Specialist 3	$53.08	$82.28	$16.45	$151.81
Drafting Technician 3	$67.77	$105.05	$21.01	$193.83
Engineering Technician 3	$56.57	$87.69	$17.54	$161.80
Engineering Technician Supervisor	$68.40	$106.03	$21.20	$195.63
Environmental Engineer 2	$39.14	$60.67	$12.13	$111.94
Environmental Engineer 4	$90.72	$140.63	$28.12	$259.47
Environmental Planner 2	$44.30	$68.67	$13.73	$126.70
Environmental Planner 5	$90.51	$140.30	$28.06	$258.87
Environmental Specialist 5	$31.32	$48.55	$9.71	$89.58
Fiscal Analyst 3	$45.11	$69.93	$13.98	$129.02
Fiscal Analyst 5	$69.57	$107.84	$21.57	$198.98
Human Resource Consultant 3	$32.64	$50.60	$10.12	$93.35
Human Resource Consultant 4	$59.98	$92.97	$18.59	$171.55
IT Specialist 3	$75.95	$117.73	$23.54	$217.22
Property and Acquisition Specialist 4	$78.83	$122.19	$24.44	$225.46
Transportation Engineer 2	$52.38	$81.19	$16.24	$149.81
Transportation Engineer 3	$89.75	$139.12	$27.82	$256.69
Transportation Engineer 5	$169.33	$262.48	$52.49	$484.30
Transportation Engineer Intern	$25.98	$40.27	$8.05	$74.31
Transportation Planning Specialist 1	$52.38	$81.19	$16.24	$149.81
Transportation Planning Specialist 3	$86.90	$134.70	$26.94	$248.54
Transportation Planning Specialist 5	$104.59	$162.12	$32.42	$299.14
Transportation Technician 1	$59.64	$92.45	$18.49	$170.58
Transportation Technician 3	$70.89	$109.89	$21.98	$202.75
Value Engineering Specialist	$112.30	$174.08	$34.81	$321.19

Washington State Department of Transportation

WSDOT Crosswalk Classifications

Consultant's Name:
HDR Engineering, Inc.

WSDOT Labor Classifcation Title	Consultant's Labor Classification(s) Title	Direct Labor Rates
ADMINISTRATIVE ASSISTANT 3	ADM.ADM010.Receptionist ADM.ADM020.Administrative Assistant ADM.ADM030.Administrative Coordinator FIN.FIN010.Accounting Assistant BLD.BLD040.Facilities Manager	42.57
ADMINISTRATIVE ASSISTANT 5	ADM.ADM410.Administrative Project Coordinator Sr ADM.ADM050.Administrative Specialist ADM.ADM150.Administrator Sr ADM.ADM200.Administrative Office Manager ADM.ADM400.Administrative Project Coordinator ADM.ADM430.Project Administrator Sr ADM.ADM510.Project Support Specialist ADM.ADM800.Executive Administrative Specialist FIN.FIN210.Project Accountant 1 FIN.FIN220.Project Accountant 2 FIN.FIN230.Project Accountant Sr FIN.FIN280.Dep artment Accountant 1 FIN.FIN285.Dep artment Accountant 2 FIN.FIN290.Department Accountant Sr FIN.FIN410.Accounting Manager FIN.FIN630.Assistant Reg Accounting Director QUA.QUA200.Quality Records Coordinator	67.87
ARCHITECT 1	LAR.LAR100.Landscape Architectural Coord	44.74
ARCHITECT 2	LAR.LAR200.Landscape Architect	47.24
ARCHITECT SUPERVISOR	LAR.LAR300.Landscape Architect Sr PJM.PJM420.Project Principal Architecture	99.37
BRIDGE ENGINEER 1	EBR.EBR100.EIT Bridge EST.EST100.EIT Structural	47.68
BRIDGE ENGINEER 3	EBR.EBR200.Engineer Bridge EST.EST200.Engineer Structural	73.26
BRIDGE ENGINEER 7	EBR.EBR300.Engineer Bridge Sr EST.EST300.Engineer Structural Sr	111.73
BUDGET ANALYST 1	MGC.MGC200.Management Analyst MGC.MGC300.Man ag ement Consultant	105.48
BUDGET ANALYST 3	MGC.MGC400.Management Consultant Sr	172.64
CIVIL ENGINEER 3	ECI.ECI200.Engineer Civil	82.33
CIVIL ENGINEER 4	ECI.ECI300.Engineer Civil Sr	94.48
COMMERCIAL MANAGER	PJM.CMM100.Commercial Management Coordinator PJM.CMM300.Commercial Manager PJM.CMM400.Senior Commercial Manager	91.06
COMMUNICATIONS CONSULTANT 3	COM.COM220.Communications Coordinator VIS.VIS100.Visual Coordinator ADM.ADM700.Technical Editor COM.COM120.Communication Specialist Sr COM.COM320.Communications Manager MKT.GRA020.Graphic Designer 2 MKT.MKT010.Marketing Coordinator MKT.MKT020.Marketing Coordinator Sr MKT.MKT050.Sector Marketing Lead MKT.MKT200.Marketing Manager Asst VIS.VIS200.Visual Designer	72.74

WSDOT Labor Classifcation Title	Consultant's Labor Classification(s) Title	Direct Labor Rates
COMMUNICATIONS CONSULTANT 5	COM.COM230.Communications Coordinator Sr MKT.GRA030.Graphic Designer Sr MKT.MKT210.Marketing Manager MKT.MKT230.Area Marketing Manager MKT.MKT250.Regional Marketing Manager VIS.VIS400.Visual Manager	88.53
CONSTRUCTION PROJECT COORDINATOR 2	SAF.SAF100.Safety and Health Specialist 1	63.87
CONSTRUCTION PROJECT COORDINATOR 3	CON.CMG100.Construction Manager 1 SAF.SAF200.Safety and Health Specialist 2	72.02
CONSTRUCTION PROJECT COORDINATOR 4	CON.CMG200.Construction Manager 2 SAF.SAF300.Safety & Health Specialist Sr	106.33
CONTRACTS SPECIALIST 3	CON.CON110.Contract Administrator 1 SPE.SPC200.Specification Specialist 2	53.08
DRAFTING TECHNICIAN 3	ASM.ASB220.ASMEC BIM Specialist Civil Sr ASM.ASB320.ASMEC BIM Specialist Elec Sr ASM.ASB510.ASMEC BIM Specialist Mech BIM.BIM120.BIM Specialist Architecture 2 BIM.BIM220.BIM Specialist Civil 2 BIM.BIM230.BIM Specialist Civil 3 BIM.BIM240.BIM Specialist Civil 4 BIM.BIM310.BIM Specialist Electrical 1 BIM.BIM320.BIM Specialist Electrical 2 BIM.BIM330.BIM Specialist Electrical 3 BIM.BIM410.BIM Specialist General 1 BIM.BIM420.BIM Specialist General 2 BIM.BIM430.BIM Specialist General 3 BIM.BIM440.BIM Specialist General 4 BIM.BIM510.BIM Specialist Mechanical 1 BIM.BIM520.BIM Specialist Mechanical 2 BIM.BIM530.BIM Specialist Mechanical 3 BIM.BIM540.BIM Specialist Mechanical 4 BIM.BIM730.BIM Specialist Structural 3 BIM.BIM740.BIM Specialist Structural 4	67.77
ENGINEERING TECHNICIAN 3	ENS.GIS020.GIS Technician ENS.GIS120.GIS Analyst ENS.GIS130.GIS Analyst Sr ENG.GIS220.GIS Programmer ENS.GIS230.GIS Programmer Sr	56.57
ENGINEERING TECHNICIAN SUPERVISOR	ENS.GIS300.GIS Manager ENS.GIS310.Senior GIS Manager	68.40
ENVIRONMENTAL ENGINEER 2	ENS.HYD100.Hydrologist 1 ENS.SEN100.Environmental Scientist 1	39.14
ENVIRONMENTAL ENGINEER 4	ENS.BIO200.Biologist 2 ENS.BIO300.Biologist Sr ENS.CLR200.Cultural Resources Specialist 2 ENS.GEO300 Geologist Sr ENS.HYD200.Hydrologist 2 ENS.HYD300.Hydrologist Sr ENS.SEN200.Environmental Scientist 2 ENS.SEN300.Environmental Scientist Sr WQM.WQM200.Water Quality Modeler 2	90.72
ENVIRONMENTAL PLANNER 2	PLN.PLE100.Environmental Planner 1	44.30
ENVIRONMENTAL PLANNER 5	PLN.PLE200.Environmental Planner 2 PLN.PLE300.Environmental Planner Sr	90.51
ENVIRONMENTAL SPECIALIST 5	ENS.AIR300.Air Quality Specialist Sr ENS.CLR050.Archeological Technician	31.32
FISCAL ANALYST 3	FIN.FAN100.Project Financial Analyst 1 ECN.ECN100.Economist 1	45.11
FISCAL ANALYST 5	ECN.ECN200.Economist 2 ECN.ECN300.Economist Sr FIN.FAN150.Project Financial Analyst Sr	69.57

WSDOT Labor Classifcation Title	Consultant's Labor Classification(s) Title	Direct Labor Rates
HUMAN RESOURCE CONSULTANT 3	HRS.HRS010.Human Resources Assistant HRS.HRR100.HR Representative	32.64
HUMAN RESOURCE CONSULTANT 4	HRS.HRR300.Area HR Leader	59.98
IT SPECIALIST 3	SYS.SYS040.Systems Analyst Sr SYS.SYS110.IT Database Administrator SYS.SYS450.IT Support Specialist SYS.SYS460.IT Support Specialist Sr SYS.SYS510.IT Web Analyst	75.95
PROPERTY AND ACQUISITION SPECIALIST 4	RES.RES210.Real Estate Services Tech 1 RES.RES100.Realty Specialist RES.RES410.Real Estate Services Agent 1 RES.RES220.Real Estate Services Tech 2 RES.RES230.Real Estate Services Tech Sr RES.RES410.Real Estate Services Agent 1 RES.RES420.Real Estate Services Agent 2 RES.RES430.Real Estate Services Agent Sr RES.RES010.ROW Specialist	78.83
TRANSPORTATION ENGINEER 2	ECI.ECI100.EIT Coordinator Civil ASM.ASE110.ASMEC Engineer Electrical EIT ASM.ASI110.ASMEC Engineer I&C EIT EEL.EEL100.EIT Electrical EHI.EHI100.EIT Highway EME.EME100.EIT Mechanical ERA.ERA100.EIT Rail ESA.ESA100.EIT Sanitary ETF.ETF100.EIT Traffic ETR.ETR100.EIT Transportation EWR.EWR100.EIT Water Resources	52.38
TRANSPORTATION ENGINEER 3	ASM.ASC120.ASMEC Engineer Civil ASM.ASF120.ASMEC Engineer Fire Protection ECO.ECO100.Engineer Construction 1 EEL.EEL200.Engineer Electrical EHI.EHI200.Engineer Highway EME.EME200.Engineer Mechanical ERA.ERA200.Engineer Rail ESA.ESA200.Engineer Sanitary ETF.ETF200.Engineer Traffic ETR.ETR200.Engineer Transportation EWR.EWR200.Engineer Water Resources PJM.PJM100.Project Manager Asst PJM.PJM110.Project Manager Engineering Asst	89.75
TRANSPORTATION ENGINEER 4		

WSDOT Labor Classifcation Title	Consultant's Labor Classification(s) Title	Direct Labor Rates
TRANSPORTATION ENGINEER 5	ASM.ASE130.ASMEC Engineer Electrical Sr ASM.ASE230.ASMEC Engineer Structural Sr CON.PRC400 Project Control Manager ECO.ECO300.Engineer Construction Sr EEL.EEL300.Engineer Electrical Sr EHI.EHI300.Engineer Highway Sr EME.EME300.Engineer Mechanical Sr ERA.ERA300.Engineer Rail Sr ESA.ESA300.Engineer Sanitary Sr UMS.UMS300.Operations Specialist 3 ETF.ETF300.Engineer Traffic Sr ETR.ETR300.Engineer Transportation Sr EWR.EWR300.Engineer Water Resources Sr MGT.MGT100.Section Manager Team Leader MGT.MGT110.Area Operations Manager MGT.MGT400.Managing Principal MGT.MGT420.Area Business Class Leader MGT.MGT440.Regional Business Class Leader MGT.MGT460.Business Class Leader MGT.MGT480.Market Sector Director MGT.MGT620.Area Business Group Director MGT.MGT640.Reg Business Group Director PJM.PJM200.Project Manager General PJM.PJM210.Project Manager Engineering PJM.PJM230.Project Manager Environmental PJM.PJM300.Project Manager General Sr PJM.PJM310.Project Manager Engineering Sr PJM.PJM330.Project Manager Environmental Sr PJM.PJM400.Project Principal General PJM.PJM410.Project Principal Engineering PJM.PMG200.Program Manager PJM.PMG300.Program Manager/Client Mgr Sr RES.RES630.Real Estate Serv Appraiser Sr	169.33
TRANSPORTATION ENGINEER INTERN	INT.INT010.Intern Administrative INT.INT040.Intern Engineering INT.INT050.Intern Environmental	25.98
TRANSPORTATION PLANNING SPECIALIST 1	PLN.PLN100.Planner 1 PLN.PLT100.Transportation Planner 1	52.38
TRANSPORTATION PLANNING SPECIALIST 3	CON.SCH200.Sched uler	86.90
TRANSPORTATION PLANNING SPECIALIST 5	CON.SCH300.Sched uler Sr PLN.PLN200.Planner 2 PLN.PLT200.Transportation Planner 2 PLN.PLN300.Planner Sr PLN.PLT300.Transportation Planner Sr	104.59
TRANSPORTATION TECHNICIAN 1	CON.CIN100.Facilities Construction Inspector 1 CON.CIN200.Facilities Construction Inspector 2 CON.CIN400.Civil Construction Inspector 1 CON.CIN500.Civil Construction Inspector 2 TEC.TFD110.Field Technician 1 TEC.TEC010.Technician General 1 TEC.TEC020.Technician General 2	59.64
TRANSPORTATION TECHNICIAN 3	CON.CIN600 Civil Construction Inspector Sr CON.CPR100.Resident Project Rep 1 CON.CPR200.Resident Project Rep 2	70.89
VALUE ENGINEERING SPECIALIST	EVE.EVE100.Value Engineering Risk Specialist EVE.EVE300.Senior Value Engineer Risk Lead	112.30

Attachment 1
Cost Estimate
Lewis County RR Improvements
RR Switch Upgrade
Lewis County, Washington

	Principal	Senior Engineer	CAD Designer	Senior Staff	Project Coordinator	Totals	Total Labor Costs
Scope Items							
Project Management and Coordination	2	10			4	16	$2,750
Fieldwork		8		4		12	$1,904
Engineering and Reporting	4	25	2		4	35	$6,162
							$0
Total	6	43	2	4	8	63	**$10,817**
Rate by Position	$288.21	$171.25	$133.57	$133.57	$115.28		
Total – Labor Costs	$1,729.26	$7,363.75	$267.14	$534.28	$922.24	**$10,817**	
Direct Costs							
Excavator						$1,800	
Mileage						$100	
Laboratory Testing						$1,200	
Private Locator						$500	
Total – Direct Costs						**$3,600**	
Total						**$14,417**	

Washington State Department of Transportation

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

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

March 15, 2022

Landau Associates, Inc.
103 2nd Avenue South
Edmonds, WA 98020

Subject: Acceptance FYE 2021 ICR – CPA Report

Dear Ashleigh Walker:

We have accepted your firms FYE 2021 Indirect Cost Rate (ICR) of 180.98% of direct labor (rate includes 0.13% Facilities Capital Cost of Money) based on the "Independent CPA Report," prepared by Stambaugh Ness. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards;

ERIK K. JONSON
Contract Services Manager

EKJ:ah

LANDAU ASSOCIATES, INC.
STATEMENT OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD
FOR THE YEAR ENDED JUNE 30, 2021

Description	Financial Statement Expense	Unallowable Costs	FAR Ref	Total Proposed	% of Direct Labor
Direct Labor	$ 4,227,328	$ -		$ 4,227,328	
INDIRECT COSTS					
Fringe Benefits:					
Vacation, sick, and holiday	$ 803,951	$ -		$ 803,951	
Retirement plan	310,077	-		310,077	
Employee group insurance	793,836	-		793,836	
Incentive compensation	1,417,200	(152,350)	(1)(2)(3)	1,264,850	
Payroll taxes	(57,034)	(15,940)	(4)	(72,974)	
Workers compensation	24,269	-		24,269	
Other employee benefits	17,583	(4,559)	(5)	13,024	
Total Fringe Benefits	3,309,882	(172,849)		3,137,033	74.20%
General Overhead:					
Indirect labor	3,156,228	(331,712)	(6)(7)(8)	2,824,516	
Accounting Fees	49,106	-		49,106	
Advertising	23,397	(23,397)	(7)	-	
Automobile expense	56,361	-		56,361	
Bank charges	13,475	(13,475)	(9)	-	
Contributions	10,202	(10,202)	(10)	-	
Depreciation and amortization	206,034	4,068	(11)(12)	210,102	
Dues and professional licenses	65,826	(41,442)	(3)(10)(13)(14)	24,384	
Entertainment	2,739	(2,739)	(5)	-	
Insurance	217,294	-		217,294	
Interest	38,779	(38,779)	(9)	-	
Leased equipment	22,031	-		22,031	
Meals expense	3,099	(1,598)	(5)(11)	1,501	
Office supplies and postage	368,055	(5,230)	(7)(12)	362,825	
Professional services	149,183	-		149,183	
Recruitment expense	195	-		195	
Rent	975,574	(4,012)	(11)	971,562	
Repairs and maintenance	50,212	-		50,212	
Seminars and professional education	42,634	-		42,634	
Supplies	54,705	(1,309)	(12)	53,396	
Taxes	274,850	55,153	(15)(16)	330,003	
Telecommunications	197,650	-		197,650	
Travel	15,938	(2,669)	(17)	13,269	
Recovery accounts	(126,945)	-		(126,945)	
Total General Overhead	5,866,622	(417,343)		5,449,279	128.90%
Total Indirect Costs	$ 9,176,504	$ (590,192)		$ 8,586,312	203.11%
PPP Loan forgiveness					
PPP Loan	(1,449,444)	508,296	(18)	(941,148)	
Total Indirect Costs with PPP Loan Forgiveness	$ 7,727,060	$ (81,896)		$ 7,645,164	180.85%
Facilities Capital Cost of Money (FCCM)				$ 5,575	0.13%

Exhibit E-1
Subconsultant Fee Determination - Summary Sheet
(Mandatory when Subconsultants are utilized)

Project: **Lewis County Rail-Road Improvements**

Sub Consultant: MTN2COAST, LLC

Direct Salary Cost (DSC):

Classification	Man Hours		Rate	=	Cost
Senior Surveyor	16	X	85.00		1,360.00
Surveyor	8	X	72.11		576.88
Survey Technician/LSIT	24	X	48.07		1,153.68
Sruvey Technician	16	X	30.00		480.00
Jr Survey tech	32	X	27.00		864.00
Party Chief -Survey Tech	56	X	30.00		1,680.00
Chaiinman- Jr Survey Tech	56	X	25.00		1,400.00
		X			
		X			
		X			
		X			
			Total DSC =		7,514.56

Tec

Overhead (OH Cost -- including Salary Additives):

OH Rate x DSC of	77.49%	x	7,514.56	=	5,823.03

Fixed Fee (FF):

FF Rate x DSC of	31.00%	x	7,514.56	=	2,329.51

Reimbursables:

Mileage	200	$	0.55	=	110.00
Locator Service	1	$	2,120.00	=	2,120.00
Title Support fee	3		$400	=	1,200.00
SubConsultant Total				=	19,097.11
Grand Total				=	

Prepared By: Seth Prigge Date: 9/12/2022

DOT Form 140-089 EF Exhibit G-1
Revised 01/09

Washington State Department of Transportation

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

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

September 7, 2022

MTN2COAST, LLC
2320 Mottman Road SW, Suite 106
Tumwater, WA 98512

Subject: Acceptance FYE 2021 ICR – Audit Office Review

Dear Jessica Prigge:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2021 Indirect Cost Rate (ICR) of 77.49% of direct labor. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards;

ERIK K. JONSON
Contract Services Manager

EKJ:ah

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.

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 _____
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

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
HDR Engineering Inc.
whose address is
929 108th Ave NE, Ste 1300, Bellevue, WA 98004
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
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.

HDR Engineering, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

3/8/2023

Date

Agreement Number:

Exhibit G-1(b) Certification of

I hereby certify that I am the:

☐

☑ Other

of the , and
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

Agreement Number:

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 statues 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.

HDR Engineering, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

3/8/2023

Date

Agreement Number:

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.

HDR Engineering, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

3/8/2023

Date

Agreement Number:

Exhibit G-4 Certificate of Current Cost or Pricing Data

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 Reynolds Road Railroad Switch Upgrades * are accurate, complete, and current as of 3/8/2023 **.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: HDR Engineering, Inc.

Signature

Senior Vice President

Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:

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.

Agreement Number:

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.

Agreement Number:

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.

Agreement Number:

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 in needed regarding the claim procedures.

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

Agreement Number:

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.

Agreement Number: