

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

Agreement Number: CRP-2198

Firm/Organization Legal Name (do not use dba's): KPFF, Inc.	
Address 1601 Fifth Avenue, Ste 1600, Seattle, WA 98101-3665	Federal Aid Number BHOS-2021(075)
UBI Number 578-063-612	Federal TIN or SSN Number 91-0755897
Execution Date	Completion Date March 31, 2025
1099 Form Required ☒ Yes ☐ No	Federal Participation ☒ Yes ☐ No
Project Title Davison Rd MP 0.01 Bridge Rehabilitation	
Description of Work Provide bid ready plans, specifications, and estimates (PS&E) for deck rehabilitation, heat straightening of damaged steel members, bottom chord stiffening, floor system repair, moveable/fixed bearing repair, painting, and other superstructure rehabilitation measures to increase the load rating as needed to mitigate the current load posting for AASHTO Legal Loads. Additionally, environmental permitting services are also included. This contract may be supplemented to include the consultant in the Construction phase.	
☒ Yes 13% Goal ☐ No DBE Participation ☐ Yes ☒ No MBE Participation ☐ Yes ☒ No WBE Participation ☐ Yes ☒ No SBE Participation	Total Amount Authorized: \$350,718.91 Management Reserve Fund: \$25,000.00 Maximum Amount Payable: \$375,718.91

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
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THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the Lewis County hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

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

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

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

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

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

If to AGENCY:

Name: Rodney Lakey
Agency: Lewis County
Address: 351 NW. North St
City: Chehalis State: WA Zip: 98532
Email: Rodney.Lakey@lewiscountywa.gov
Phone: 360-740-1123
Facsimile:

If to CONSULTANT:

Name: Aaron Olson
Agency: KPFF, Inc.
Address: 1601 Fifth Avenue, Ste 1600
City: Seattle State: WA Zip: 98101
Email: aaron.olson@kpff.com
Phone: 206-926-0442
Facsimile: 206-926-5851

IV. Time for Beginning and Completion

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

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

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V. Payment Provisions

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

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

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

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

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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

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

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

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

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XII. Legal Relations

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

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

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

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

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

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

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

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

Insurance Coverage

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

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

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

Name: Rodney Lakey
Agency: Lewis County
Address: 351 NW. North St
City: Chehalis State: WA Zip: 98532
Email: Rodney.Lakey@lewiscountywa.gov
Phone: 360-740-1123
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.

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

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

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XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

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

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

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

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

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

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



Signature

11/9/2023

Date

Signature

Date

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

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Exhibit A Scope of Work

Project No.

See attached Exhibit A-1.

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October 16, 2023
Exhibit A-1
Scope of Work

Davison Rd MP 0.01 Bridge Rehabilitation

PROJECT DESCRIPTION

The Davison Rd Bridge has deteriorated and needs rehabilitation. This structure provides sole access to several residences and properties south of the Tilton River near Morton, Washington. This contract will provide bid ready plans, specifications, and estimates (PS&E) for deck rehabilitation, heat straightening of damaged steel members, bottom chord stiffening, floor system repair, moveable/fixed bearing repair, painting, and other superstructure rehabilitation measures to increase the load rating as needed to mitigate the current load posting for AASHTO Legal Loads. Additionally, environmental permitting services are also included.

PROJECT OBJECTIVES

The goals of this project are as follows:

- Perform field inspection of the bridge to document extent and types of deterioration/damage
- Obtain necessary environmental permit approvals for construction
- Perform engineering analyses and design necessary to develop Plans, Specifications and Cost Estimate necessary for construction to remediate deficiencies described above.
- Perform construction support services

ANTICIPATED SCHEDULE

Below is an estimated design schedule for the tasks identified in this scope of work:

- Notice to Proceed (NTP): TBD
- Field Inspection: within 4 weeks of NTP
- 30% Design Submittal: 8 weeks after field inspection
- 75% Design Submittal: 16 weeks after 30% design
- 100% Design Submittal: 6 weeks after 75% design
- Bid Documents: 4 weeks after 100% design

Below is an estimated environmental permitting schedule for the permitting tasks identified in this scope of work:

- Draft APE Letter: 4 weeks after NTP
- Cultural Resources Assessment: 12 weeks after APE submittal
- Pre-submission conference with Lewis County Community Development: 2 weeks after receipt of 30% design
- NEPA DCE: 17 weeks after receipt of 30% design
- Notification of use of General Hydraulic Project Approval: 1 weeks after receipt of 75% design

PROJECT TEAM

The project team includes:

Owner	Lewis County (County)
Prime Consultant	KPFF Consulting Engineers (KPFF)
Structural Engineering	KPFF
Civil Engineering	KPFF
Environmental Permitting	Exeltech Consulting Inc. (Exeltech)

SCOPE OF WORK

TASK NO. 1.0 – PROJECT MANAGEMENT & ADMINISTRATION

Task 1.10 – Invoicing and Progress Reports

KPFF will prepare and submit a monthly invoice and progress report to the County. The progress report will describe the work represented by the invoice being submitted and include percentage completion and billings to date.

Assumptions:

- The County provide a general list of items required to be contained within submitted invoices, including a sample invoice

Deliverables:

- Monthly progress reports and invoices (Assume 12)

Task 1.20 – Project Meetings & Coordination

KPFF and Exeltech will attend a project kickoff meeting. The purpose of the meeting will be to discuss project objectives, schedules, communication protocols, project deliverables and other related topics. KPFF will coordinate the meeting and provide an agenda and meeting notes.

KPFF and Exeltech will attend project progress meetings to discuss project topics, deliverable reviews, general project coordination and other relevant topics. The assumed number of meetings for each firm are as follows.

- KPFF – 12 meetings
- Exeltech – 3 meetings

KPFF will coordinate with the County to discuss project issues, schedule, progress, and general coordination of effort as needed. Anticipated coordination is expected to include review of field inspection plan, traffic control scheduling, responding to questions and comments on the recommended repair alternatives, and general project coordination.

Assumptions:

- Each meeting will last one (1) hour and will be held via virtual platform (e.g. Teams).

Deliverables:

- Meeting agendas and notes (PDF)

Task 1.30 – Management Reserve

Reserve funds have been allocated for additional, out-of-scope tasks. If requested by the County, KPFF and/or Exeltech will provide a brief scope and fee estimate for these tasks. No work will proceed without written notice-to-proceed from the County.

Assumptions:

- For the purposes of scoping, a management reserve of \$25,000 is included in the fee estimate.

Deliverables:

- To be determined and agreed upon based on the request(s) of the County and as authorized by the County.

TASK NO. 2.0 – ENVIRONMENTAL PERMITTING

Task 2.10 – Agency Coordination

Exeltech will coordinate with the County and WSDOT Local Programs staff to determine the appropriate approach for environmental review, documentation, and permitting. Exeltech will work closely with the County to define a clear purpose and need statement, determine the correct level of documentation, and identify project elements that could trigger additional or more intensive environmental permitting. After Exeltech has documented the existing conditions of the project site, and prior to completing the impact analyses, the team will again coordinate with WSDOT staff to confirm the original assumptions for project approach. As part of this task, Exeltech will attend three virtual meetings with County and WSDOT staff.

Task 2.20 – Cultural Resources Assessment/Section 106

Because the project will receive federal funding, the project will be required to comply with the National Historic Preservation Act (NHPA), commonly referred to as Section 106. Exeltech will assist the County with initiating Section 106 consultation with WSDOT to define the Area of Potential Effects (APE) and prepare a cultural resources assessment (CRA) for the defined APE. The CRA will include an archival literature review of the study area and present the findings and recommendations of the field survey. The report will meet the current DAHP standards for a cultural resources assessment.

The existing Davison Rd Bridge is over 50 years in age and under Section 106 requires documentation on a historic property inventory form and evaluation for its potential

National Register of Historic Places (NRHP) eligibility. Exeltech will prepare and submit this form as part of the CRA. As currently proposed, the only ground disturbance will be removal and replacement of pavement at the bridge joints at the approaches. Because of this, Exeltech does not propose subsurface archaeological survey.

Assumptions

- WSDOT and DAHP will not require a subsurface archaeological survey.
- With input from the County, KPFF will provide figure of maximum project limits, current project description, including potential staging areas, access routes, maximum depths of ground disturbance, planned start date of construction, and construction drawings.
- The project area conditions and boundaries will be consistent with those at the time of this scope. Should conditions or boundaries change, an amendment may be necessary.
- County will provide relevant geotechnical data, if available.
- ESA will create a project in DAHP's Washington Information System for Architectural and Archaeological Resources Data (WISAARD) system.
- Exeltech assumes the study area will be a standard 1-mile radius.
- Exeltech assumes fieldwork will require one (1) day for one person.
- Exeltech assumes one (1) reconnaissance-level historic property inventory form will be needed.
- Exeltech assumes no archaeological sites, isolates, or human remains will be identified. If encountered, an amendment may be necessary.
- Field schedule may be affected by field conditions such as snow, flooding, or forest fires.
- Should WSDOT determine that the project will result in Adverse Effects, additional work and an amendment may be necessary. Any consultation regarding mitigation of Adverse Effects would be scope separately.

Deliverables

- One (1) Draft APE consultation initiation letter for KPFF and County review in Word format with graphics depicting APE boundaries.
- GIS shapefiles of APE boundaries for DAHP's WISAARD system.
- One (1) Draft CRA for KPFF and County review in Word format.
- One (1) Revised Draft CRA for WSDOT review in Word format.
- One (1) Final CRA in PDF format for County and WSDOT and uploaded to DAHP's WISAARD system.
- One (1) Historic Property Inventory Form as an attachment to CRA.
- Participation in up to three (3) 1-hour virtual meetings with KPFF / County / WSDOT / DAHP, as needed.

Task 2.30 – Pre-Submission Conference

To determine the permits and documentation that will be required from the County, a pre-submission conference will be held with representatives from Exeltech, KPFF, Lewis County Public Works, and Lewis County Community Development. Exeltech will coordinate the meeting and provide an agenda and meeting notes.

Assumptions

- The meeting will last one (1) hour and will be held via a virtual platform (e.g., Teams). If additional pre-submission meetings are needed, this scope and budget will require an amendment.
- It is assumed that it will be determined that there is no potential to impact critical areas, the bridge will be rehabilitated in-kind, and that SEPA exemption WAC 197-11-800(3) and Shoreline exemption WAC 173-27-040(2)(b) may be utilized for the project. It is further assumed that a Critical Areas Report, a floodplain development permit, documentation for a SEPA exemption, and documentation for a Shoreline exemption will not be required. If any such documentation is required, this scope and budget will require an amendment.

Deliverables

- Meeting agenda and notes (PDF)

Task 2.40 – National Environmental Policy Act (NEPA) Compliance

Because the project will receive federal funding, the project will be required to comply with NEPA. Exeltech will work closely with WSDOT and Lewis County to define a clear purpose and need statement, determine the correct level of documentation, and identify project elements that could trigger additional or more intensive environmental permitting. Our team has the expertise to fully assess and document project compliance with all regulatory requirements triggered by federal funding. Based on the scope of work, our team's history with this bridge, and our knowledge of the project area, we believe the project will qualify for a Documented Categorical Exclusion (DCE) under NEPA (23 CFR § 771.117). As such, Exeltech will prepare a WSDOT Environmental Classification Summary, per the Environmental Manual.

Assumptions

- It is assumed that a DCE is the appropriate environmental classification for this project. This scope of work will need to be amended if WSDOT determines that the project requires an environmental assessment to complete NEPA documentation.
- It is assumed that all areas of the environment, other than those described in this scope of work, will be adequately covered within the text of the NEPA document, and will not require separate, supporting documentation.
- The County and WSDOT will each provide one consolidated set of comments for each review draft.

Deliverables

- One (1) Draft NEPA DCE for County review in electronic format.
- One (1) Draft NEPA DCE for WSDOT review in electronic format.
- One (1) Final NEPA DCE in electronic format.

Task 2.50 – Hydraulic Project Approval

The project will be required to comply with the State Hydraulic Code due to work over waters of the State. The project is covered under the General Hydraulic Project Approval (HPA) for the project named 5-Year Maintenance for Water Crossing Structures on

Fishbearing Streams. Exeltech will submit to the WDFW Area Habitat Biologist written notification of use of the General HPA for approval prior to the start of work.

Assumptions

- The project is covered under the General HPA and no documentation beyond written notification of use of the General HPA will be required by WDFW.
- The project will not require wetland fill, or in-water work and the area is not defined as navigable, so we assume the project will not require permits from the U.S. Army Corps of Engineers.
- The County will be the owner and signature authority on all permits. The County will be responsible for any fees associated with publishing and distributing notices or processing permit applications.
- The General HPA Notification will be based on 30 percent or greater engineering plans.
- The County and WSDOT will each provide one consolidated set of comments for each review draft.

Deliverables

- One (1) Draft General HPA Notification for County review in electronic format.
- One (1) Draft General HPA Notification for WSDOT review in electronic format.
- One (1) Final General HPA Notification in electronic format for submission to WDFW.

TASK NO. 3.0 – BRIDGE INSPECTION & REPORT

Task 3.10 – Bridge Inspection & Report

KPFF will perform an interim inspection of the Davison Road Bridge with the goal of gathering information necessary to complete the rehabilitation design. In addition to documenting the existing condition of the structure, the following tasks will be performed:

- As built documentation of all primary structural members including overall structural dimensions and member thicknesses
- In-depth, non-destructive testing of timber deck and stringers using a resistograph

KPFF will provide a WSDOT Certified Bridge inspector to serve as team leader and two (2) co-inspectors. The inspection will conform to all procedures and inspection methods outline in the Washington State Bridge Inspection Manual (WSBIM).

KPFF will document any damage to the steel structure and the concrete piers using photographs and field measurements. This documentation will be used to inform the load rating and develop the repair PS&E (see Task 4.0).

Assumptions

- Traffic control for the bridge inspection will be provided by an outside traffic control vendor. Costs for this vendor are included as a reimbursable expense.
- Field inspection is expected to take one working day.
- Field inspection will be performed by climbing the structure.

Deliverables

- Interim bridge inspection report, filed to Bridgeworks database (electronic)
- Documented as-built dimensions of primary steel members and timber floor system (PDFs, photographs)
- Documented damage/deterioration of steel truss members and concrete piers (PDFs, photographs)

TASK NO. 4.0 – BRIDGE LOAD RATING, CIVIL/STRUCTURAL ENGINEERING AND PLANS, SPECIFICATIONS AND COST ESTIMATE (PS&E)

Task 4.10 – Preconstruction & Final Bridge Load Rating

KPFF will perform a pre-construction bridge load rating of the main span steel truss of the Davison Road bridge in accordance with Chapter 13 of the WSDOT Bridge Design Manual (BDM) and the AASHTO Manual for Bridge Evaluation. The purpose of the load rating will be to confirm/determine the member capacities that currently require the bridge to be posted for AASHTO Legal Loads and Specialized Hauling Vehicles (SHVs). The load rating will incorporate the existing condition of the structure and as-built dimensions observed during the interim inspection (see Task 3.0).

Upon completion of construction and successful implementation of the necessary repairs and/or member strengthening, KPFF will update the pre-construction load rating based on the rehabilitated condition of the bridge. This load rating will serve as the load rating of record and will be uploaded to the Bridgeworks database.

Assumptions

- The pre-construction and final load rating will be stamped and sealed by a Professional Engineer licensed in the State of Washington

Deliverables:

- Pre-construction load rating, draft and final (PDF)
- Final load rating, draft and final (PDF)

Task 4.10 – Civil/Structural Engineering and PS&E

KPFF will provide all civil and structural engineering required to develop PS&E for the rehabilitation and repair of the Davison Road bridge. All structural engineering design will conform to the latest versions of the AASHTO LRFD Bridge Design Specifications as modified by the WSDOT Bridge Design Manual (BDM) and County standards. All civil engineering work shall conform to the latest editions of the WSDOT Design Manual and County standards.

Anticipated design tasks include:

- Steel repair design
- Steel strengthening
- Timber stringer floor system replacement
- Timber deck replacement

- Bridge structural analysis for scaffolding/containment loads
- Bridge paint removal and replacement
- Expansion joint replacement
- Bridge bearing replacement
- Concrete wingwall repair
- Traffic control design

Four design submittals are assumed for this project. These submittals and their contents are shown below:

- 30% – Plans, cost estimate and brief technical memo describing chord strengthening and bridge deck replacement alternatives.
- 75% – Plans, specifications, cost estimate and comment responses on 30% submittal
- 100% – Plans, specifications, cost estimate and comment responses on 75% submittal
- Bid Documents – Plans, specifications and cost estimate. Plans and specifications will be stamped and sealed by a Professional Engineer licensed in the State of Washington

The following design drawings are assumed for this project:

Dwg #	Drawing Title
1	Cover Sheet
2	Bridge Layout
3	General Notes
4	Proposed Construction Sequence – 1
5	Proposed Construction Sequence – 2
6	Construction Loading Diagram
7	Steel Repair Details – 1
8	Steel Repair Details – 2
9	Floor Framing Plan
10	Floor Framing Details – 1
11	Floor Framing Details – 2
12	Concrete Repair Details
13	Expansion Joint Details
14	Miscellaneous Details
15	Traffic Control Plan
16	Traffic Control Details – 1
17	Traffic Control Details – 2

Assumptions

- One lane of traffic will need to be maintained throughout construction as the bridge serves as sole access for local residents
- Specifications will conform to the WSDOT Standard Specifications for Road, Bridge and Municipal Construction.
- KPFF will provide specifications (Divisions 1-9) including front-end documents. The County will provide boilerplate documents and templates for KPFF's use.

- The County will compile all bid documents and prepare the bid proposal for advertisement.
- The County will distribute and collect comments on design submittals. All comments will be compiled into one, complete document. Comments will be returned to KPFF within 2 weeks of each design submittal
- The County will lead all coordination with external Stakeholders and WSDOT Local Programs
- The County will provide CADD templates and standards for the project.
- While not anticipated, the County will provide survey information for the bridge and approaches if needed. If the County is not able to provide survey, then it will be provided by KPFF and will be scoped at a later date.
- Traffic control plans and details will not be submitted at the 30% design deliverables.

Deliverables

- Design Plans at 30%, 75%, 100% and Bid Document submittals (PDF)
- Specifications at 30%, 75%, 100% and Bid Document submittals (Word Document)
- Estimated quantities and costs (Construction Estimates) at 30%, 75%, 100% and Bid Document submittals (PDF and Excel)
- Comment responses to 30%, 75% and 100% design submittals (Excel)

TASK NO. 5.0 – CONSTRUCTION SUPPORT SERVICES

All Services described within this task will be authorized at a later date. Work will not begin until written notice to proceed is received by the County.

Task 5.10 – Invoicing and Progress Reports

KPFF will prepare and submit a monthly invoice and progress report. The progress report will describe the work represented by the invoice being submitted and include percentage completion and billings to date.

Assumptions:

- The County provide a general list of items required to be contained within submitted invoices, including a sample invoice

Deliverables:

- Monthly progress reports and invoices (Assume 8)

Task 5.20 – Project Meetings & Coordination

KPFF will attend the following meetings for the construction phase of the project:

- Pre-Bid Meeting, two (2) hours in duration
- Pre-Construction Meeting, two (2) hours in duration
- Construction Meetings, assume eight (4) meetings, each two (2) hours in duration

KPFF will coordinate with the County to discuss project issues, schedule, progress, and general coordination of effort as needed. Anticipated coordination is expected to include review of construction progress, answer informal questions from the County and/or Contractor, and other similar tasks.

Assumptions:

- The pre-bid meeting and pre-construction meetings are assumed to occur in-person at the County offices or at the Contractor's field office near the project site.
- Four (4) of the of the construction meetings are assumed to occur via tele/video conference. The remaining four (4) meetings are assumed to occur at the bridge site or at the County offices.

Deliverables:

- Meeting agendas and notes (PDF)

Task 5.30 – Construction Submittal Reviews

KPFF will review and respond to submittals received during construction. Submittals could include shop drawings, requests for approval of materials, scaffolding/containment plans, repair procedures and other related items. For the purposes of this scope, it is assumed that KPFF will review and respond to thirty-five (35) submittals.

Assumptions:

- The County will collect and distribute submittals and KPFF's responses to/from the Contractor.

Deliverables:

- Review and provide responses to construction submittals (PDF)

Task 5.40 – Requests for Information (RFIs)

KPFF will review and respond to RFIs received during construction. For the purposes of this scope, it is assumed that KPFF will review and respond to fifteen (15) RFIs.

Assumptions:

- The County will collect and distribute RFIs and KPFF's responses to/from the Contractor.

Deliverables:

- Review and provide responses to RFIs (PDF)

Task 5.50 – Record Drawings

As-built redlines will be provided by the County and/or Contractor after the completion of construction. These redlines will be used to create Record Drawings which will conform to the County's requirements. The Record Drawings will not contain the stamp and seal of the Engineer of Record.

Assumptions:

- The County will compile a complete red-line set of the Contractor's record drawings and distribute to KPFF.
- The draft Record Drawings will be subject to one (1) round of review and comment by the County

Deliverables:

- Draft Record Drawings (PDF)
- Final Record Drawings (PDF)

Exhibit B

DBE Participation

Exeltech Consulting, Inc., (MBE/DBE) will be responsible for environmental documentation and permitting. The estimated portion of the budget completed by Exeltech Consulting, Inc. is 13%. It is anticipated that this project will meet or exceed the project's 13% DBE requirement.

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

AutoCAD Civil 3D

If applicable, provide all features in XML file format

B. Roadway Design Files

AutoCAD Civil 3D

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

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

C. Computer Aided Drafting Files

AutoCAD Civil 3D

If applicable, provide all features in XML file format.

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

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

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

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

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

Lewis County will provide survey control data.

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

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

A. Agency Software Suite
Microsoft Office 365

B. Electronic Messaging System
N/A

C. File Transfers Format

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

Exhibit D

Prime Consultant Cost Computations

See attached Exhibit D-1.

KPFF Consulting Engineers

[illegible]

OH Rate x DSC of	151.53%	X	\$103,552.00	=	\$	156,912.35
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FF Rate x DSC of	30.00%	X	\$103,552.00	=	\$	31,065.60
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<i>Direct Labor Subtotal</i>	\$	291,529.95
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Mileage	(1000 Miles x \$0.655/mile)	\$ 655.00
Traffic Control Vendor	(Allowance)	\$ 7,000.00
Resistograph Rental	(Allowance)	\$ 3,000.00
Inspection Consumables	(Allowance)	\$ 500.00
		\$ -
	<i>Subtotal</i>	\$ 11,155.00

Subconsultant Total:	\$48,033.97
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GRAND TOTAL:	\$350,718.91
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Management Reserve Fund	\$25,000.00
Maximum Amount Payable	\$375,718.91

Agreement Number: CRP-2198

November 9, 2023

KPFF Consulting Engineers

KPFF

Davison Rd MP 0.01 Bridge Rehabilitation

Item	SCOPE OF WORK	Principal	Project Manager	Senior Project Engineer	Design Engineer II	Senior Project Engineer	CADD Drafter II	Project Coordinator		KPFF
		\$78.00	\$72.00	\$68.00	\$54.00	\$67.00	\$59.00	\$44.00	\$0.00	2.8153

1 PROJECT MANAGEMENT & ADMINISTRATION

1.10	Invoicing and Progress Reports	2	18						36	\$8,547
1.20	Project Meetings & Coordination		18	12						\$5,946
1.30	Management Reserve									
Labor Subtotal:		2	36	12	0	0	0	0	36	\$14,493

Reimbursables:

2 ENVIRONMENTAL PERMITTING

2.1	Agency Coordination		4							\$811
2.2	Cultural Resources Assessment/Section 106		4					4		\$1,475
2.3	Pre-submission conference									
2.4	National Environmental Policy Act (NEPA) Compliance		4							\$811
2.5	Site visit									
2.6	Fill and Grade Permit		2							\$405
2.7	General HPA Notification									
Labor Subtotal:		0	14	0	0	0	0	4	0	\$3,502

Reimbursables:

3 BRIDGE INSPECTION & REPORT

3.1	Bridge Inspection & Report	2	6	40	60					\$18,435
Labor Subtotal:		2	6	40	60	0	0	0	0	\$18,435

Reimbursables:

4 BRIDGE LOAD RATING, CIVIL/STRUCTURAL ENGINEERING AND PS&E

4.1	Civil/Structural Engineering and PS&E									
	<i>Preconstruction Load Rating</i>	3	6	40	160					\$33,857
	<i>Final Load Rating</i>	1	4	4	12					\$3,620
	<i>30% PS&E</i>	8	9	52	66	6			89	\$39,485
	<i>75% PS&E</i>	17	12	128	143	8		187		\$84,980
	<i>100% PS&E</i>	8	6	44	77	10		61		\$35,121
	<i>Bid Documents PS&E</i>	4	4	13	18	2		21		\$10,780
Labor Subtotal:		41	41	281	476	26		358	0	\$207,842

Reimbursables:

5 CONSTRUCTION SUPPORT SERVICES

5.1	Invoicing and Progress Reports	2	12	16					16	\$4,854
5.2	Project Meetings & Coordination		16	16						\$6,306
5.3	Construction Submittal Reviews		4	35	100					\$22,714
5.4	Requests for Information (RFIs)		4	15	35					\$9,003
5.5	Record Drawings		2	4	8			12		\$4,381
Labor Subtotal:		2	38	70	143	0		12	16	\$47,258

Reimbursables:

Labor Sum:		47	135	403	679	26		374	52	\$291,530
Reimbursable Sum:										\$11,155

TOTAL:										\$302,685
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**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

October 9, 2023

KPFF, Inc.
1601 Fifth Avenue, Ste 1600
Seattle, WA 98101-3665

Subject: Acceptance FYE 2023 ICR – Cognizant Review

Dear Marci-Monroe Jones:

We have accepted your firms FYE 2023 Indirect Cost Rate (ICR) based on the “Cognizant Review” from Washington State Department of Transportation Audit Office as follows:

- Home Rate: 151.53%
Home Facilities Capital Cost of Money (FCCM): 0.64%
- Field Rate: 116.15%
Field Facilities Capital Cost of Money (FCCM): 0.15%

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) 704-6397** or via email consultantrates@wsdot.wa.gov.

Regards,

Schatzie Harvey

[Schatzie Harvey \(Oct 10, 2023 15:50 PDT\)](#)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:leg

Agreement Number: CRP-2198



Actuals Not To Exceed Table (ANTE)

[illegible]

Exhibit E

Sub-consultant Cost Computations

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

See attached Exhibit E-1.

Exhibit E-1

EXELTECH

Consultant Fee Summary
 Cost Plus Fixed Fee Consultant Agreement
Davison Rd MP 0.01 Bridge Rehabilitation

Classification	Total Hours	X	Rate	=	Cost
Environmental Scientist	128.00	X	\$42.44	=	\$ 5,432.32
Director Environmental Services	16.00	X	\$77.87	=	\$ 1,245.92
Landscape Architect	6.00	X	\$64.57	=	\$ 387.42
Environmental Scientist	14.00	X	\$42.06	=	\$ 588.84
Project Coordinator	12.00	X	\$32.84	=	\$ 394.08
Sr. Environmental Scientist	58.00	X	\$56.08	=	\$ 3,252.64
Design Engineer	12.00	X	\$34.40	=	\$ 412.80
Title 8	0.00	X	\$0.00	=	\$ -
Title 9	0.00	X	\$ -	=	\$ -
Title 10	0.00	X	\$ -	=	\$ -
Title 11	0.00	X	\$ -	=	\$ -
Title 12	0.00	X	\$ -	=	\$ -
Title 13	0.00	X	\$ -	=	\$ -
Title 14	0.00	X	\$ -	=	\$ -
Title 15	0.00	X	\$ -	=	\$ -
Title 16	0.00	X	\$ -	=	\$ -
Title 17	0.00	X	\$ -	=	\$ -
Title 18	0.00	X	\$ -	=	\$ -
Title 19	0.00	X	\$ -	=	\$ -
Title 20	0.00	X	\$ -	=	\$ -
<i>Total Direct Labor</i>					\$ 11,714.02
Overhead (OH) Cost					
OH Rate x DSC of	188.96%	X	\$11,714.02	=	\$ 22,134.81
Fixed Fee (FF)					
FF Rate x DSC of	30.00%	X	\$11,714.02	=	\$ 3,514.21
<i>Direct Labor Subtotal</i>					\$ 37,363.04
Reimbursable Items					
Mileage	(450 Miles x \$0.655/mile)				\$294.75
					\$ -
					\$ -
Subcontract	Aqua Terra - Cultural Resources				\$ 10,076.18
GPS Equipment Rental	(Allowance)				\$ 300.00
<i>Subtotal</i>					\$10,670.93
GRAND TOTAL:					\$48,033.97

October 31, 2023

EXEL TECH

ET

Davison Rd MP 0.01 Bridge Rehabilitation

Item	SCOPE OF WORK	Environment al Scientist	Director al Services	Landscape Architect	Environment al Scientist	Project Coordinator	Sr. Environment al Scientist	Design Engineer	Title 20	
1	PROJECT MANAGEMENT & ADMINISTRATION									
1.10	Invoicing and Progress Reports	16	2			12		4	2	\$3,920
1.20	Project Meetings & Coordination	14	3	2	2					\$4,255
1.30	Management Reserve									
	Labor Subtotal:	30	5	2	2	12	4	2	0	\$8,175
	Reimbursables:									
2	ENVIRONMENTAL PERMITTING									
2.1	Agency Coordination	24	3				12			\$6,140
2.2	Cultural Resources Assessment/Section 106	8	2					4		\$1,580
2.3	Pre-submission conference	8	2							\$2,295
2.4	National Environmental Policy Act (NEPA) Compliance	32	2		4		8	4		\$7,235
2.5	Site visit	2	2				24			\$5,060
2.6	Fill and Grade Permit	12		4	4		2	4		\$3,781
2.7	General HPA Notification	12			4		4	2		\$3,096
	Labor Subtotal:	96	11	4	12	0	\$4	10	0	\$29,188
	Reimbursables:									\$10,671
3	BRIDGE INSPECTION & REPORT									
3.1	Bridge Inspection & Report									
	Labor Subtotal:	0	0	0	0	0	0	0	0	\$0
	Reimbursables:									
4	BRIDGE LOAD RATING, CIVIL/STRUCTURAL ENGINEERING AND PS&E									
4.1	Civil/Structural Engineering and PS&E									
	<i>Preconstruction Load Rating</i>									
	<i>Final Load Rating</i>									
	<i>30% PS&E</i>									
	<i>75% PS&E</i>									
	<i>100% PS&E</i>									
	<i>Bid Documents PS&E</i>									
	Labor Subtotal:	0	0	0	0	0	0	0	0	\$0
	Reimbursables:									
5	CONSTRUCTION SUPPORT SERVICES									
5.1	Invoicing and Progress Reports									
5.2	Project Meetings & Coordination									
5.3	Construction Submittal Reviews									
5.4	Requests for Information (RFIs)									
5.5	Record Drawings									
	Labor Subtotal:	0	0	0	0	0	0	0	0	\$0
	Reimbursables:									
	Labor Sum:	128	16	6	14	12	58	12	0	\$37,363
	Reimbursable Sum:									\$10,671
	TOTAL:									\$48,034





**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

5/23/2023

Exeltech Consulting, Inc.
8729 Commerce Place Drive, Suite A
Lacey, WA 98516

Subject: Acceptance FYE 2022 ICR – Risk Assessment Review

Dear Michelle Rhodes:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2022 ICR of 188.96% (rate includes 0.52% 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.

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) 704-6397** or via email consultantrates@wsdot.wa.gov.

Regards;

Schatzie Harvey

Schatzie Harvey (May 23, 2023 15:50 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

May 23, 2023

SH:HK



Actuals Not To Exceed Table (ANTE)

WSDOT Agreement:
Exeltech Consulting, Inc.
8729 Commerce Place Drive, Suite A
Lacey, WA 98516

[illegible]

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

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

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

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

Exhibit G

Certification Documents

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

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
KPFF, Inc.

whose address is

1601 Fifth Avenue, Ste 1600, Seattle, WA 98101-3665

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.

KPFF, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

11/9/2023

Date

Agreement Number: CRP-2198

Exhibit G-1(b) Certification of

I hereby certify that I am the:



☐ Other

of the Lewis County

, and KPFF, Inc.

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 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.

Signature

Date

Agreement Number: CRP-2198

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

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

KPFF, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

11/9/2023

Date

Agreement Number: CRP-2198

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.

KPFF, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

11/9/2023

Date

Agreement Number: CRP-2198

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 Davison Rd MP 0.01 Bridge Rehabilitation * are accurate, complete, and current as of 11/9/2023 **.

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: KPFF, Inc.



Signature

Principal

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: CRP-2198

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: CRP-2198

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.

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Step 5 Forward Documents to Local Programs

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

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

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Ins. Center/Greyling 3780 Mansell Road, Suite 370 Alpharetta GA 30022		CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 770.220.7699 E-MAIL ADDRESS: greylingcerts@greyling.com	
		FAX (A/C, No): 770.220.7699	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : National Union Fire Ins Co of Pittsburg	
		INSURER B : The Travelers Indemnity Company	
		INSURER C : New Hampshire Insurance Company	
		INSURER D : Allied World Surplus Lines Insurance Co	
		INSURER E :	
		INSURER F :	

COVERAGES**CERTIFICATE NUMBER:** 1009188562**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:			GL5268336	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CA9775930	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			CUP5W27617523NF	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N	N / A	WC022298245 (AOS) WC022298244 (CA)	4/1/2023 4/1/2023	4/1/2024 4/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional/Pollution Liability			03120067	10/10/2022	4/1/2024	Per Claim Aggregate SIR: 10,000,000 10,000,000 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Davison Road MP 0.01 Bridge Rehabilitation. The State and Agency, their officers, employees & agents are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law.

CERTIFICATE HOLDER**CANCELLATION**

Lewis County
351 NW North Street
Chehalis WA 98532

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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