

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

Agreement Number: CRP-2159N

Firm/Organization Legal Name (do not use dba's): Otak, Inc.		
Address 805 Broadway St. Suite 103, Vancouver, WA 98660	Federal Aid Number BHOS - 2021 (070)	
UBI Number 603 614 735	Federal TIN or SSN Number 91-1324129	
Execution Date 05/10/2024	Completion Date December 31, 2025	
1099 Form Required <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Project Title Sargent MP 1.33 Bridge Scour		
Description of Work Provide engineering and environmental services to complete the design of a bridge scour repair for the Sargent MP 1.33 Bridge in Lewis County. The work includes supplemental technical investigations, engineering design, ROW acquisition support and environmental permitting. Providing bid ready plans, specifications and estimates (PS&E) for the project is part of this work. This contract may be supplemented to include the consultant in the Construction phase.		
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation	Total Amount Authorized: \$179,320.50 Management Reserve Fund: \$0 Maximum Amount Payable: \$179,320.50

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
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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.

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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: 57 West Main Street
City: Chehalis State: WA Zip: 98532
Email: Rodney.Lake@lewiscountywa.gov
Phone: 360-740-1123
Facsimile:

If to CONSULTANT:

Name: Douglas Sarkkinen
Agency: Otak, Inc.
Address: 805 Broadway St. #103
City: Vancouver State: WA Zip: 98660
Email: douglas.sarkkinen@otak.com
Phone: 360-990-4193
Facsimile:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. 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: 57 West Main Street
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.

Agreement Number: CRP-2159N

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.

Agreement Number: CRP-2159N

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.

Agreement Number: CRP-2159N

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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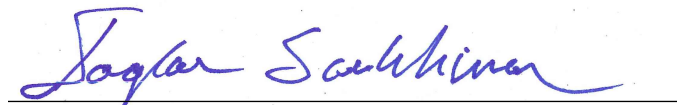
tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, 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

5-9-2024

Date

Signature

05/10/2024

Date

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

Agreement Number: CRP-2159N

Exhibit A Scope of Work

Project No. CRP-2159N

See attached Exhibit A-1.

Agreement Number: CRP-2159N



Exhibit A-1

Lewis County Sargent MP 1.33 Bridge Scour Project Design Services CRP 2159N

Federal Aid Project No. BHOS-2021(070)

Federal Aid Agreement No. LA 10190

Otak Project No. 21843.000

April 24, 2024

Introduction

This scope is for the design of the Sargent MP 1.33 Bridge Scour Project and includes technical investigations; engineering design, environmental permitting; and support for easement acquisition.

This bridge crosses Olequa Creek in Lewis County and is a 74 foot long three span structure (built in 1972) supported by pile foundations. This bridge (Lewis County Bridge No. 172) structure is classified as scour critical due to abutment/interior pile tip elevations within 10 feet of the stream's thalweg. This scope of work includes a scour analysis with geomorphic, geotechnical, hydrologic and hydraulic analysis to develop three (3) concept mitigation alternatives with probable cost estimates for County (and WSDOT Local Programs) evaluation. After selection of a preferred alternative, the plans will be advanced to support all environmental permitting and right-of-way (ROW) and then to bid ready Plans, Specifications and Estimates (PS&E) for construction.

The anticipated project schedule assumes final PS&E is complete within 8 months after contract execution. Construction is anticipated to be complete at the end of 2025 with the in-water work occurring in the summer of 2025. The scope of work reviews the previous work that has been done, modify and select the preferred alternative, and then proceed directly to 75%(Permit Plans), following then to 90% and final PS&E.

Reference to the 'Consultant' refers to Otak Inc. or any of their subconsultants. Reference to the 'County' includes any of Lewis County staff.

The following subconsultants are part of the analysis, design, permitting, and construction plan production work:

- RhinoOne Geotechnical: Geotechnical Engineering (SBE).
- Cultural Resource Consultants: Cultural Resources (SBE).

The following work is not included in this scope and will be led by the County:

- Right of Entry agreements and ROW acquisition
- Providing topographical and boundary survey base map.

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- Manage construction of the project and provide inspection.
- Preparation of boilerplate specifications and final assembly of the contract documents.

Scope of Work Index

1.0 Project Management

- 1.1 Coordination and Reporting
- 1.2 Meetings
- 1.3 Property Owner Coordination

2.0 Survey

- 2.1 Updating Survey Base Map with the OHWM
- 2.2 ROW Drawings and Legal Descriptions

3.0 Stormwater

- 3.1 Stormwater Pollution Prevention Plan

4.0 Hydraulic and Stream Restoration

- 4.1 Site Review
- 4.2 Updated Hydraulic Analysis
- 4.3 Scour Analysis
- 4.4 Concept Design of Stream Channel and Scour Countermeasures
- 4.5 Temporary Water Management
- 4.6 Hydraulics Memorandum

5.0 Geotechnical Design Services

- 5.1 Research and Reconnaissance
- 5.2 Subsurface Explorations and Sieve Analysis
- 5.3 Technical Memorandum and Design Consultation

6.0 Alternative Analysis

- 6.1 Alternative Analysis Report
- 6.2 Concept Level Cost Estimating

7.0 Civil Design

- 7.1 75% Civil Design
- 7.2 90% and Civil Design

8.0 Scour Countermeasures and Stream Design

- 8.1 75% Scour Countermeasures and Stream Design
- 8.2 90% and Final Scour Countermeasures and Stream Design

9.0 Landscape Architecture and Planting

- 9.1 75% Design
- 9.2 90%, and Final Design

10.0 Specifications

10.1 90% and Final Specifications

11.0 Estimate

11.1 75% Estimate

11.2 90%, and Final Estimate

12.0 QA/QC

12.1 Alternative Analysis

12.2 75% Design Review

12.3 90%, and Final PS&E Review

13.0 Environmental

13.1 Environmental Data Collection and Wetland and Stream Delineation Report

13.2 NEPA Compliance Documentation (including ESA, FPPA and Section 106)

13.3 ESA Compliance Documentation

13.4 JARPA Form and Drawings

13.5 Shoreline Permit Application, Floodplain Development and Lewis County Fill & Grade Permit

13.6 Agency Meetings, Permit Facilitation, and County Coordination

13.7 SEPA Compliance

13.8 Onsite Restoration Monitoring and Mitigation Plan

13.9 Bank Use Plan (Contingency)

14.0 Cultural and Historical Analysis

1. Project Management

These tasks will be performed by the Consultant team and will include:

1.1. Coordination and Reporting

The Project Team will plan, manage, and execute the tasks described herein in accordance with the schedule, budget, and quality expectations that are established. This project management task includes the following work activities:

- Develop Project Work Plan that includes a summary of project team contacts, budgets, schedule milestones, and deliverables.
- Prepare and update a critical path schedule that identifies key milestones, critical path items along with identifying consultant deliverables and County deliverables.
- Management, coordination, and direction to the project team including workload balancing, budget monitoring, and schedule adherence.
- Monthly progress reports to be submitted with invoices. Monthly progress reports will reflect each task's percent complete, each task's budget remaining, activities completed in the previous billing period, activities anticipated for the coming weeks, and input required from the County. In addition to monthly progress reports, the Consultant will provide brief updates through a telephone conversation with the County monthly or bimonthly depending on need and extent of project activity.
- Preparation of monthly invoices.

TASK 1.1 DELIVERABLES

- Project Work Plan.
- Critical path Preliminary Engineering (PE) Schedule
- Monthly status reports and invoices.

1.2 Meetings

This task includes design and project coordination meetings with the County. Meeting decisions will be documented, and action items will be assigned to ensure timely resolution. The following list of meetings represent the total needed for the project.

TASK 1.2 DELIVERABLES

- Prepare review meeting agenda.
- Meeting notes from each meeting.

TASK 1.2 ASSUMPTIONS

- Initial kick-off meeting with County staff.
- On-site meeting with Regulatory Agencies.
- Half hour bi-weekly virtual team/progress meetings through the design phase .
- Design review meetings at the Concept level, 75%, 90% plan submittals (four meetings).

1.3 Property Owner Coordination

This task will include contact and coordination with each affected property owner regarding access for the topo survey, hydraulic, wetland and archeological studies as well as project updates as necessitated. Lewis County will generate and send out the letters to the property owners prior to the wetland and archeological survey. There is no formal public outreach planned for this project.

2.0 Survey

The scope assumes all survey work has been completed except for adding the OWHM and wetland boundaries to the base map. This additional work will be performed by the Consultant as well as the creating the ROW exhibits and legal descriptions to support the ROW process. The County will be performing the ROW acquisitions.

2.1 Updating Base Map

- Update the survey base map with the OWHM and the wetland boundaries.

2.2 ROW Drawings and Legal Descriptions

- Create temporary easements for up to 4 properties adjacent to the project site.

TASK 2.2 & 2.3 DELIVERABLES

- Topographic base map w/ datum information, Survey Control/Bench Marks & DTM.
- Legal descriptions and drawings for temporary easements and permanent ROW.

TASK 2.1- 2.3 ASSUMPTIONS

- No additional hydraulic cross sections will be required.
- No existing survey monuments will be destroyed by the project.

- Permission to enter adjacent properties for wetland delineation and archeological survey will be obtained by the County in advance of the field work.

3.0 Stormwater

It is assumed that no water quality treatment or flow control facilities will be required to meet stormwater requirements for the project as there is no new or replaced impervious surface planned for the project. This task covers only the SWPPP as noted below.

3.1 Stormwater Pollution Prevention Plan

It is expected that this project will disturb more than one acre of land due to contractor access requirements. The Department of Ecology (Ecology) will require a Stormwater Pollution Prevention Plan (SWPPP). This task is to prepare a SWPPP using the DOE template and file the required Notice of Intent (NOI) with Ecology, and will include the following:

- A narrative that documents and justifies the pollution prevention decisions made for the project.
- Seasonal work limitations.
- How each of the 13 elements of erosion and sediment control, as listed in the CCSM will be met..
- Calculations supporting the design of sediment traps, ponds, or other measures if applicable.
- The draft SWPPP will be submitted to the County for review. Revisions will be made, and a final SWPPP will be delivered to the County. Quantity info for the NOI will be included.
- Complete Notice of Intent Application for Ecology; County will submit.

TASK 3.1 DELIVERABLES

- Electronic copy of Draft and Final SWPPP.

TASK 3.1 ASSUMPTIONS

- Any fees associated with the NOI or SWPPP will be paid by Lewis County.
- One review of the SWPPP will be required.
- Draft SWPPP will be completed with the 90% Design submittal.
- Final SWPPP will be completed with the Final Design submittal.

4.0 Hydraulic and Stream Restoration

The Consultant will review the existing NHC report for the project and perform additional hydraulic analysis and stream restoration as necessitated based on the new selected preferred alternate.

The hydraulic design will follow the requirements of the design standards:

- Applicable sections of the Lewis County Code.
- Washington State Department of Transportation (WSDOT) Hydraulics Manual.
- HEC-18, Evaluating Scour at Bridges (Fifth Edition).

4.1 Site Review

Conduct a site investigation to verify the information noted in the previous NHC report, record observations that are different, gather field measurements, and take digital photographs. Identify a reference reach, if present, within the limits of the site review. During this site review, the OHWM will

be flagged and then the locations recorded using GPS for use of transferring on to the site survey base map.

TASK 4.1 ASSUMPTIONS

- Site visit will be attendees to include one Otak staff.

4.2 Updated Hydraulic Analysis

This task includes taking the existing NHC developed HEC RAS model, performing verification checks and then refining the model to match the preferred alternate conditions.

TASK 4.2 ASSUMPTIONS

- Hydrologic data developed as part of the NHC model is assumed to be accurate and include flows for the various events including the 100-year flood and 200-year flood.
- The Sargent Road bridge crossing is located within a FEMA Zone AE Special Flood Hazard Area (SFHA).

TASK 4.2 DELIVERABLES

- Results different than noted in the NHC report will be part of the Otak Hydraulic Memorandum/

4.3 Scour Analysis

- Conduct a scour analysis at the crossing following the guidelines as outlined in HEC-18, Evaluating Scour at Bridges (Fifth Edition) to support the design of bridge foundations and scour countermeasures, if necessary.
- Evaluate long-term degradation potential in coordination with the geotechnical engineer and geomorphologist based on field evaluation and any other historical information on the channel in the vicinity of the existing bridge.
- Calculate total scour at the bridge as appropriate.
- Coordinate with the structural and geotechnical engineers on the design of scour countermeasures.

TASK 4.3 ASSUMPTIONS

- Contraction scour and abutment scour will be calculated using the FHWA Hydraulic Toolbox application.
- A scour analysis will be performed only for the preferred alternate.

TASK 4.3 DELIVERABLES

- Results will be part of the Hydraulics Report.

4.4 Concept Design of Stream Channel and Scour Countermeasures

- Develop a design for stream channel reconstruction and habitat improvement following replacement of the existing structure. Proposed stream channel and habitat improvements will extend up to 150 feet upstream and 75 feet downstream of the structure.
- Use data from the hydraulic analysis to determine the proposed streambed material gradation using the Modified Shields Approach.
- Use data from the hydraulic analysis to perform large woody material stability calculations using the Large Wood Structure Stability Analysis Spreadsheet developed by Rafferty (2016).
- Use data from the scour analysis to determine gradation and thickness of a riprap revetment that may be used as scour countermeasures at the crossing.
- Coordinate stream channel and revetment design with the bridge designers.

TASK 4.4 ASSUMPTIONS

- The Concept Option Scour Countermeasure Plan Sheets:
 - Scour Countermeasure Plan - 1 sheet per concept option
 - Scour Countermeasure Details – 1 sheet per concept option
 - Stream Channel Reconstruction – 1 sheet (for all options)
- Concept-level quantities and costs for bid items related to the scour countermeasures and stream

TASK 4.4 DELIVERABLES

- Water surface elevations and depth of scour from thalweg at upstream and downstream face of structures, height of scour countermeasures.
- Concept Option Scour Countermeasure and Stream Channel Plan Sheets
- Concept-level quantities and costs for bid items related to the scour countermeasures and stream channel reconstruction.

4.5 Temporary Water Management

- Calculate a range of flow rates utilizing StreamStats and field measurements for design of temporary water management facilities and recommend the most appropriate one for the crossing.
- Coordinate with the stream designers on limits of work area isolation and dewatering.
- Develop hydraulic design recommendations for temporary water management facilities to isolate in-stream work areas.
- Develop anticipated access and installation approach for temporary water management facilities.

TASK 4.5 ASSUMPTIONS

- No hydrologic modeling will be performed to calculate flow rates related to design of temporary water management facilities.

TASK 4.5 DELIVERABLES

- Temporary diversion flow rates

4.6 Hydraulics Report

Prepare a Draft Hydraulics Memorandum that documents any differences in the final preferred alternate compared to the results in the NHC Hydraulics report, including the hydraulics analysis and design, scour analysis and countermeasure design and FEMA rise criteria, and submit for review.

TASK 4.6 ASSUMPTIONS

- For the preferred alternate, proposed conditions 100-year water surface elevations will be compared to existing conditions and the differences summarized in the previous Hydraulics Report.
- The proposed 100-year water surface elevation will meet a no-rise condition within the floodway.
- One round of County review comments on the 90% Draft Hydraulics Memorandum will be addressed as part of the Final submittal.

TASK 4.6 DELIVERABLES

- Draft 90% and Final Hydraulics Memorandum in electronic pdf format

5.0 Geotechnical Design Services

This task involves the continuation of geotechnical services required to support the design of the scour repairs and bank protection.

5.1 Research and Reconnaissance

This task involves the following:

- Review readily available geologic maps and water well logs that cover the site vicinity, and other reports provided by the County, for general information regarding subsurface soil, rock, and groundwater conditions, and geologic hazards.

5.2 Subsurface Explorations and Sieve Analysis

This task involves the following:

- Using hand auger or handheld geoprobe, conduct up to four explorations within the stream channel and two explorations on the bank of the stream. These explorations will characterize the subsurface streambed material. The maximum depth of these explorations will be on the order of 4 to 5 feet.
- Obtain two surface streambed samples and conduct a sieve analysis to determine the gradation of the material. Collect one sample 200 feet upstream of the existing bridge and one 100 feet downstream.

5.3 Technical Memorandum and Design Consultation

This task involves the following:

- Prepare a draft Memorandum outlining our findings including information related to the following:
 - Subsurface soil and groundwater conditions.
- Prepare a final Memorandum incorporating comments from the project team on the draft Memorandum.
- Participate in a maximum of two project team coordination meetings.

6.0 Alternatives Analysis

6.1 Alternative Analysis Report

This task develops an additional alternative than identified in the NHC report. The alternative will be similar to the previous Alternative 3 but will incorporate large woody debris as revetment on the west bank of the upstream channel. This alternative will be described in a technical report, with backup documentation referenced. Environment impacts and permitting implications for this option will be included in the report.

TASK 6.1 DELIVERABLES

- Draft and final copy (pdf) of the Alternatives Analysis Report.

6.2 Concept Level Cost Estimates

This task provides concept level cost estimates for the alternatives selected. The costs will be presented in a WSDOT type format with each bid item and preliminary quantities listed. A 30% contingency will be included in the cost estimate which is commensurate with the level of design.

TASK 6.2 DELIVERABLES

- Draft and Final Concept level cost Estimate.

7.0 Civil Design

The Civil Design includes all work necessary to for the plans to support the scour repair plans. These sheets will also provide some of the background for supporting the necessary documentation for the environmental permitting process.

This task involves creating the cover sheet, survey control sheet, site plan, staging area plan including the construction entrance, identify the ROW lines for temporary easements and minor traffic control items necessary for moving equipment and material on and off the site. This task also includes design of temporary erosion control for the project site during construction.

7.1 75% Civil Design

This task creates the 75% plans for the above referenced items and will be the basis for the environmental permitting submittals.

TASK 7.1 DELIVERABLES

- 75% Civil Design drawings – pdf copy.

TASK 7.1 ASSUMPTIONS

- All review comments from both Consultant and County review will be picked up and incorporated.
- One review cycle is assumed for this task
- Design and plan preparation will be in accordance with Lewis County CADD Design Standards Manual dated December 2, 2022.

7.2 90% and Final Civil Design

This task advances the civil design to 90% and Final. It will incorporate updates from property owner coordination, landscape, and scour repair updates. The 90% plans will be before Right-of-Way acquisitions are complete, and Final plans will be completed after all Right-of-Way acquisitions are complete.

TASK 7.2 DELIVERABLES

- Electronic pdf format of the 90% and Final Plans.

TASK 7.2 ASSUMPTIONS

- All review comments from both Consultant and County review will be picked up and incorporated.
- Two review cycles are assumed for this task
- Design and plan preparation will be in accordance with Lewis County CADD Design Standards Manual dated December 2, 2022.

8.0 Scour Countermeasures and Stream Design

This task involves the work associated with the proposed scour countermeasures and stream design. It provides a plan of the proposed stream grading, cross-sections showing the proposed revetment, stream grading and stabilization details, temporary measures for work area isolation including the stream bypass and large woody debris placement plan and details. It is assumed that some wood structures will be added for bank stability and for mitigation and that the wood structures will require anchoring details.

8.1 75% Scour Countermeasures and Stream Design

This task creates the 75% plans for the above referenced items and will be the basis for the environmental permitting submittals.

TASK 8.1 DELIVERABLES

- 65% Scour Countermeasures and Stream Design drawings – pdf copy.

8.2 90% and Final Scour Countermeasures and Stream Design

This task advances the scour countermeasures and stream design to 90% and Final. It will incorporate updates from property owner coordination, landscape, and civil updates. The 90% plans will be before Right-of-Way acquisitions are complete, and Final plans will be completed after all Right-of-Way acquisitions are complete.

TASK 8.2 DELIVERABLES

- Electronic pdf format of the 90% and Final Plans.

TASK 8.2 ASSUMPTIONS

- All review comments from both Consultant and County review will be picked up and incorporated.
- Two review cycles are assumed for this task
- Design and plan preparation will be in accordance with Lewis County CADD Design Standards Manual dated December 2, 2022.

9.0 Landscape Architecture and Planting

9.1 75% Landscape Design

This task includes all the landscape architecture work for the project. This is plant establishment for the contractor staging areas, mitigation and in conjunction with the stream restoration. The planting plans will show limits of landscape improvements and include plant symbols or hatches and planting templates, representing each type of the proposed plant materials or plant communities. A planting legend will describe the genus, species, size, and quantity of each plant. Plans will include notes and details describing general requirements for landscape installation. This plan set will be used for environmental permitting.

TASK 9.1 DELIVERABLES

- Electronic copy of 75% landscape plans .

9.2 90% and Final Landscape Design

This task advances the landscape and planting design to 90% and Final Design. It will incorporate updates from property owner coordination, civil and scour repair updates. The 90% plans can be completed before Right-of-Way acquisitions are complete and the final plans will be completed after all Right-of-Way acquisitions are complete.

DELIVERABLES

- Electronic pdf format of the 90% and Final Plans .

ASSUMPTIONS

- All review comments from both Consultant and County review will be picked up and incorporated.
- Design and plan preparation will be in accordance with Lewis County CADD Design Standards Manual dated December 2, 2022.

10.0 Technical Specifications

10.1 90% and Final Specifications

This task involves creation of the technical specifications for the project. Specifications will not be developed for the 65% design phase.

TASK 10.1 DELIVERABLES

- 90%, and Final Project Technical Special Provisions.

TASK 10.1 ASSUMPTIONS

- The Consultant will prepare the project Special Provisions for the specifications using standard bid items and GSP's as practical as possible.
- The County will assist with the development and review of specifications and provide the boilerplate division one sections.
- The specifications will be based on the 2025 Washington State Standard Specifications for Road, Bridge, and Municipal Construction.

11.0 Construction Cost Estimate

11.1 75% Estimate

This task develops a project construction cost estimate based off the 65% plans. There is no expectation of utility work for this project.

TASK 11.1 DELIVERABLES

- 75% Cost Estimate.

TASL 11.1 ASSUMPTIONS

- Bid estimate will use the WSDOT Standard Bid Items as much as possible.

11.2 90% and Final Estimate

This task prepares the 90% and Final Cost Estimate for the project. Consultant will update the record of quantity calculations and unit cost development according to the revised plans and current pricing information to complete the 90% and the Final Construction Cost Estimate. Bid items between the 90% and the Final Estimate should not change.

TASK 11.2 DELIVERABLES

- 90% and Final Cost Estimate in pdf and Excel format.

12.0 Quality Assurance/Quality Control Plan (QA/QC)

The Project Team will develop and execute the project QA/QC plan. This task includes the following work activities:

- Develop project quality assurance/quality control (QA/QC) plan including review responsibilities and timelines for each deliverable.
- Provide Quality Control review for each deliverable prior to submittal to the County.

12.1 Alternatives Analysis Review

Included in this task is the review of the Alternatives Analysis Report

TASK 12.1 DELIVERABLES

- Documented review comments for the 30% Design package.

12.2 75% Design Review

Included in this task is a review of the 75% plans. These plans will be the basis of documentation for the environmental permitting.

TASK 12.2 DELIVERABLES

- Documented review comments for the 65% plans.

12.3 90% and Final PS&E Review

Included in this task is a confirmation that the review comments from the 65% review have been incorporated into the bid documents. This not only includes comments from the Consultant review but comments from the County as well.

TASK 12.3 DELIVERABLES

- Documented review comments for the 90% and Final PS&E bid documents.

13.0 Environmental

Permit applications and supporting environmental and regulatory compliance documentation will be prepared under this task. Federal, state, and local regulatory compliance requirements are included, as well as underlying deliverables and assumptions for the work.

13.1 Environmental Data Collection and Wetlands and Stream Delineation Report

For the project Area of Potential Effects (APE), Otak will conduct field work to collect data to prepare technical documents and permit applications for the project. Wetland boundary and stream ordinary high water (OHW) delineations will be conducted to meet the requirements of Lewis County's Critical Areas code, the Corps of Engineers (the Corps), and Washington State Department of Ecology (Ecology). Wetland and stream boundaries within the APE will be flagged in the field by the Consultant and located with GPS and then added to the project basemap. Riparian and priority wildlife habitats will also be assessed. The field data will be used to prepare the Critical Areas Report that will support the required federal, state, and county approvals to construct the project.

Qualitative stream habitat surveys will be conducted to assess existing conditions within and adjacent to the project area to sufficiently establish baseline conditions for instream and riparian habitat, and evaluate project impacts and potential mitigation opportunities. Stream habitat will be evaluated for habitat unit complexity, wood quantity and dimensions, spawning gravel, canopy cover, and channel geometry.

Wetlands will be rated according to the 2014 Ecology *Washington State Wetland Rating System for Western Washington* methodology and classified per Lewis County Code (LCC) 17.38 (Critical Areas) and LCC 17.25 (Shoreline Management). Streams will be classified per LCC 17.38 and LCC 17.25, and buffer widths for wetlands and streams will be identified. This task also includes development of the APE graphic.

Assumptions

- Wetland and stream boundaries will be delineated within the County-owned right of way and plus 100 feet into adjacent private parcels immediately adjacent to the right of way. Stream habitat assessments will be completed for approximately 150 feet upstream and downstream of the bridge. Potential construction staging areas will also be reviewed in the field for presence of wetlands and their boundaries delineated.
- County will acquire rights of entry to areas from adjacent property owners prior to field work.
- Consultant will survey wetland and stream boundary flags in the field. Otak will provide a sketch map to the County.
- Critical areas covered under this scope of work include wetlands and fish and wildlife habitat conservation areas (FWHCAs).

Deliverables

- Wetland delineation flag map
- Draft and final Critical Areas Report
- APE (Area of Potential Effects) graphic

13.2 NEPA Compliance Documentation

In order to comply with NEPA requirements a NEPA Categorical Exclusion Documentation Form will be prepared per the criteria in WSDOT's LAG Manual. The NEPA Categorical Exclusion Documentation Form and supporting environmental reports will be submitted to the County as the Local Agency for review and comment. The Project Team, on behalf of the County, will submit to and coordinate with WSDOT's Local Programs for NEPA compliance. Supporting documentation for NEPA approval is anticipated to include an Environmental Justice Memorandum and is included in this scope of services.

The project will require compliance with the Farmland Protection Policy Act (FPPA). Otak will prepare a farmland conversion impact assessment for NRCS with vicinity map and simple plan view to authorize potential conversion or use of unique or prime farmland for transportation-related activities depending on the preferred design alternative.

Assumptions

- The project will result in a Documented Categorical Exclusion. Preparation of a NEPA EIS or EA is not included in this scope.
- The following discipline reports will not be needed for NEPA compliance: Air Quality Noise, and 4(f) Resources.
- A hazardous memo, if needed, will consist of a summary of known hazardous materials within the project area.

Deliverables

- Draft and Final NEPA Categorical Exclusion Documentation Form, submitted by Otak to WSDOT
- Environmental Justice memorandum
- NRCS Farmland Conversion Form (NRCS-CPA-106 Form)

13.3 ESA Compliance Documentation

Documentation necessary for compliance with the provisions of the Endangered Species Act (ESA) will be prepared for the project as part of the NEPA compliance process. Lewis County received approval from the National Marine Fisheries Service (NMFS) to utilize the Regional Road Maintenance ESA 4(d) Program [4(d) Program] to document ESA compliance on eligible projects. The proposed project appears eligible for the 4(d) Program. Compliance documentation for use of the 4(d) Program will be prepared by the Project Team for WSDOT, and submitted on the County's behalf. In addition, a No Effect Letter (NEL) will be prepared for ESA-listed species administered by the United States Fish and Wildlife Service. Preparation of a biological assessment is not included in this scope of work.

Deliverables

- 4(d) Program Compliance Documentation
- No Effect Letter

13.4 JARPA Form and Drawings

A Joint Aquatic Resources Permit Application (JARPA) will be completed when the project reaches a 75 percent design stage. The JARPA will be used to apply for the Lewis County wetland and habitat permits; Ecology Section 401 certification; Washington State Department of Fish and Wildlife (WDFW) Hydraulic Project Approval (HPA); and a Department of the Army (Section 404) permit from the Corps of Engineers. The project is anticipated to be permitted under a Nationwide Permit #14 for Linear Transportation projects and result in less than a half-acre of wetland impacts.

Otak will prepare JARPA figures for the project design to include with the County's permit applications for Corps, WDFW, and Ecology permitting. Otak will prepare the figures in accordance with current JARPA standards on 8.5"x11" drawings. Otak will calculate quantities and areas of impacts (waterbodies, buffers, etc.) for permitting. The 60% design construction drawings will be used to prepare permit applications.

Deliverables

- Draft and final JARPA application (form and drawings) and construction plans for submittal to all relevant regulatory agencies
- 401 Certification Pre-Filing Request to Ecology
- HPA submittal through WDFW's APPS portal

13.5 Shoreline Permit Application, Floodplain Permit and Lewis County Fill & Grade Permit

The project will require compliance with Lewis County's Code for Shoreline Management (LCC 17.25) and Critical Areas (LCC 17.38), including Frequently Flooded Areas (Article VII), Wetlands (Article III), and FWHCAs (Article IV) and Shoreline Master Program. Otak will complete a pre-application conference application request and will provide the submittal packet for the Shoreline Permit application, including: project narrative, JARPA, burden of proof, site plan, critical areas studies, SEPA checklist, and other applicable items. The project is anticipated to require a shoreline conditional use permit. The option of a shoreline exemption will be evaluated during the pre-application conference.

Assumptions

- Consultant will package and submit the full submittal packet required for Shoreline permit applications.
- Application fees will be paid by Lewis County.
- Application materials will be submitted electronically via email.

Deliverables

- Pre-Application Meeting Request (PDF), submitted to the County
- Master Site Plan Application Form
- Fill and Grade Permit Application
- Floodplain Development Permit Application with a No-Rise Memo.
- Shoreline Permit Application

13.6 Agency Meetings, Permit Facilitation, and County Coordination

Prior to permit submittals, Otak will arrange a meeting, preferably on-site, with all applicable County, State, and Federal resource and regulatory agency staff and WSDOT Local Programs Engineer to assure that they have a solid understanding of the existing and proposed conditions for the project prior to receiving the NEPA compliance and JARPA packages. After permits are submitted, Otak will coordinate with County staff to respond to comments, provide additional clarification, and assist with shepherding the permits through the process efficiently.

Otak will act as the Agent for the County and apply for and coordinate all environmental permitting.

Assumptions

- One (2) Otak staff member will attend one (1) onsite meeting not to exceed four (4) hours.
- Two (2) Otak members will attend a total of two (2) internal coordination meetings not to exceed one (1) hour each.

Deliverables

- Draft and final meeting minutes of on-site meeting
- Create project plans or exhibits appropriate for the field visit.

13.7 SEPA Compliance

The project will require compliance with the State Environmental Policy Act (SEPA). Otak will prepare a SEPA checklist for the project, with vicinity map and simple plan view appropriate for the general public. Otak will submit the checklist to Lewis County with the Shoreline Permit application package for environmental review as the lead agency in the SEPA process.

Assumptions

- The proposed project will result in a Mitigated Determination of Non-Significance (MDNS).
- Preparation of a SEPA EIS is not included in this scope.

Deliverables

- Draft and Final SEPA checklist and DNS with vicinity map and site plan, submitted to the County.

13.8 Onsite Restoration Monitoring and Mitigation Plan

An onsite restoration monitoring and mitigation plan will be completed to support the USACE and WDFW permit applications. The monitoring plan will be prepared for a five-year monitoring period to evaluate vegetation restoration. The monitoring plan is a USACE and WDFW requirement for projects that temporarily impact wetlands, streams, and associated buffers in Washington State to ensure the habitat is restored. The monitoring plan will include vegetation performance standards for restoring temporarily impacted riparian vegetation. It is anticipated that the project can be designed to result in no net loss of shoreline functions within the project area, including riparian buffer enhancement adjacent to the

crossings. Stream habitat enhancements may require use of large wood or bioengineered streambank methods to improve habitat conditions in the project area. Offsite mitigation is not anticipated to be required.

Deliverables

- Draft and Final Onsite Restoration Monitoring and Mitigation Plan including cover letter.

13.9 Bank Use Plan (Contingency)

As contingency for the project, this scope includes preparation of a Bank Use Plan to support the purchase of mitigation credits from the Coweeman Mitigation Bank if adequate mitigation cannot be included within the project design on site. The Bank Use Plan is a report that evaluates the critical area functions and values impacted by the project and how the credit purchase from the bank offsets the unavoidable impacts. This task will only be authorized with approval from the County.

Deliverables

- Draft and Final Bank Use Plan

14.0 Cultural and Historical Analysis

14.1 Cultural and Historical Analysis

This task is to provide a cultural resource survey to meet federal, state, and local compliance. The study will be designed to meet the requirements of Section 106 of the National Historic Preservation Act and Section 4(f) of the U.S. Department of Transportation Act. The survey will also be done to meet the standards and guidelines of the Washington Department of Archaeology and Historic Preservation (DAHP), if requested.

The archaeological field work will include a pedestrian survey of the Area of Potential Effects (APE) walking transects spaced 10 to 20 meters apart. Shovel testing will be done where the surface visibility is inadequate to determine if an archaeological site is present. Historic resources (i.e., buildings, structures, sites, objects, and districts constructed at least 45 years before the date of survey) will be documented if they are within or on a parcel crossed by an APE.

The tasks anticipated will include the following:

- Identification of the APE and submittal of a work plan including a detailed project description and map to WSDOT.
- Communications on an as-needed basis with the project proponent, relevant agencies and affected Tribes. This does not take the place of the lead federal agency's government-to-government responsibilities under Section 106.
- Background review of the previous studies conducted in the vicinity.
- A systematic pedestrian archaeological survey of the APE walking transects spaced no more than 20 meters apart.
- Excavation of up to 6 shovel tests that will be 20 inches (in) (50 centimeters [cm]) in diameter and excavated to a minimum depth of 20 in (50 cm). Sediments will be screened using 1/8-in hardware

cloth. All shovel tests will be backfilled upon completion. No artifacts will be collected. Archaeological resources, if found, will need to be recorded.

- Documentation of historic resources that are within the APE or are situated on parcels crossed by the APE. Inventory forms will be prepared for each documented historic resource using the DAHP WISAARD database; the forms will be included in the report appendix. Evaluate documented historic resources to determine their eligibility to be listed on the National Register of Historic Places (NRHP). An assessment of project effects under Section 106 and potential “use” under Section 4(f) will be done for those historic resources that are recommended as eligible for listing in the NRHP.
- Preparing a technical report that satisfies Section 106 requirements and provides information about historic properties to inform Section 4(f) analysis.

TASK 14.1 ASSUMPTIONS

- Up to 6 shovel tests will be excavated.
- Up to one (1) archaeological resource and one (1) historic resource will be encountered in the APE.
- The bridge meets the minimum age requirement of 50 years to be considered a historic property and will require documentation and evaluation, per DAHP’s standards.
- If an any time human remains are encountered, work will cease and notification of affected parties will proceed as directed by RCW 27.44.

TASK 14.1 DELIVERABLES

- Survey methodology memorandum.
- If requested, a cultural resource survey report will be submitted for review to the Washington State Department of Transportation (WSDOT). This report will satisfy Section 106 of NHPA and Section 4(f) of the U.S. Department of Transportation Act. It will include a recommendation of whether the proposed project will have an adverse effect on historic properties, including archaeological sites. Archaeological and historic resource forms will be appended to the report. A DAHP cover sheet will be included with the finalized version of the cultural resources report for agency submittal and distribution.
- Uploading of the report to WISAARD.

Exhibit B
DBE Participation

There is no DBE participation on this project.

Agreement Number: CRP-2159N

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 stream, centerline of stream, etc.

-Cross-sections showing elevations and distance from centerline on 50 foot stations at the beginning and end of all section changes, etc

-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 CDE (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.

Agreement Number: CRP-2159N

**Exhibit D-1
Otak, Inc.
Consultant Fee Summary**

Project: Sargent MP 1.33 Bridge Scour Project Design Services

Direct Labor :

Classification - Home		Total Hours	x	Direct Salary Rate	=	Cost
PIC/Sr. PM Civil	Office	88	x	\$ 83.65	=	\$ 7,360.76
Civil Engineer VIII	Office	47	x	\$ 62.24	=	\$ 2,925.33
Engineering Designer II	Office	81	x	\$ 36.54	=	\$ 2,959.82
Civil Engineer V	Office	52	x	\$ 46.19	=	\$ 2,401.90
Engineering Designer II	Office	32	x	\$ 33.18	=	\$ 1,061.82
Civil Engineer VII	Office	218	x	\$ 59.25	=	\$ 12,916.50
Scientist VI	Office	10	x	\$ 66.81	=	\$ 668.15
Scientist VI	Office	116	x	\$ 62.50	=	\$ 7,250.00
Scientist II	Office	214	x	\$ 38.47	=	\$ 8,232.58
PIC/Sr. PM LA/Mst Pln	Office	30	x	\$ 75.39	=	\$ 2,261.83
Landscape Tech III	Office	62	x	\$ 35.49	=	\$ 2,200.40
Project Coordinator I	Office	16	x	\$ 42.31	=	\$ 677.02
Subtotal Labor - Home						= \$ 50,916.12

Overhead (OH) Cost - Home

OH Rate x DSC of 171.38% x \$ 50,916.12 x \$ 87,260.04

Profit

Profit Rate x DSC of 27.50% x \$ 50,916.12 x \$ 14,001.94

Classification - Field		Total Hours	x	Direct Salary Rate	=	Cost
PIC/PLS Sr. Manager (QC)	Field	5	x	\$ 88.85	=	\$ 444.23
Professional Land Surveyor V	Field	14	x	\$ 74.37	=	\$ 1,041.17
Survey Office Technician IV	Field	16	x	\$ 44.51	=	\$ 712.16
Survey Field Technician III	Field	0	x	\$ 27.00	=	\$ -
Subtotal Labor - Field						= \$ 2,197.56

Overhead (OH) Cost - Field

OH Rate x DSC of 141.85% x \$ 2,197.56 x \$ 3,117.24

Profit

Profit Rate x DSC of 27.50% x \$ 2,197.56 x \$ 604.33

Direct Labor Total = \$ 158,097.23

Subconsultants:

RhinoOne Geotechnical (Geotech)	\$ 13,085.00
Cultural Resource Consultants (Cultural)	\$ 7,488.27
Total Subconsultants	= \$ 20,573.27

Reimbursables:

Direct Cost - Mileage, Reproduction, Misc	\$ 650.00
Total Reimbursables	= \$ 650.00

Grand Total = \$ 179,320.50

Expense Breakout - Sargent MP 1.33 Bridge Scour Repair CRP 2159N

Mileage

Three site visits at 160 miles round-trip from Vancouver, WA to Sargent Bridge near Chehalis, WA at POV reimbursement rate 0.67 = \$321.00

One site visit at 223 miles round-trip from Everett, WA to Sargent Bridge near Chehalis, WA at POV reimbursement rate of 0.67 = \$149

Per Diem Meal Allowance

Four single-day per diem meal allowances at Standard Rate (Lunch \$17.00/Dinner \$28.00) = \$180.00

Sargent MP 1.33 Bridge Scour Repair CRP 2159N
Lewis County

Fee Estimate
 Otak Project #021843.000

% of budget in Current Year (CY)	100.00%
% of budget in CY+1	
% of budget in CY+2	
% of budget in CY+3	
Weighted Escalation Factor	1.000
Annual Escalation Rate	5.00%

Task	Description	Sarkkinen	Hymas	Pyles	Brown	Villa	Robinson	Goldsmith	Gray	Corrigan	Sacamano	Dahlgren	Yamashita	Tsoi	Rusch	Finley	TBD	Subconsultants		Total Hours	Total Budget by Task	
		PIC/Sr. PM Civil	Civil Engineer VIII	Engineering Designer II	Civil Engineer V	Engineering Designer II	Civil Engineer VII	Scientist VI	Scientist VI	Scientist II	PIC/Sr. PM LA/Mst Pln	Landscape Tech III	PIC/PLS Sr. Manager (QC)	Professional Land Surveyor V	Survey Office Technician IV	Survey Field Technician III	Project Coordinator I	RhinoOne (Geotech)	CRC (Cultural)			
1.0	Project Management																					\$16,619.04
1.1	Coordination and Reporting	28																16			44	\$9,023.36
1.2	Meetings	12	4						4												20	\$4,491.28
1.3	Property Owner Coordination	8			8																16	\$3,104.40
2.0	Roadway Survey																					\$6,854.64
2.1	Updated Base Map with OHWM												1	2	4						7	\$1,119.56
2.2	ROW Drawings and Legal Descriptions		4	12									4	12	12						44	\$6,854.64
3.0	Stormwater																					\$3,333.44
3.1	Stormwater Pollution Plan	2					16														18	\$3,333.44
4.0	Hydraulic and Stream Restoration																					\$15,101.56
4.1	Site Review						6	6													12	\$2,260.68
4.3	Updated Hydraulic Analysis						20														20	\$3,541.80
4.4	Scour Analysis						14	4													18	\$3,278.02
4.5	Concept Design of Stream and Scour Countermeasures						14														14	\$2,479.26
4.6	Temporary Water Management						16														16	\$2,833.44
4.7	Hydraulics Memorandum						4														4	\$708.36
5.0	Geotechnical Design Services																					\$13,085.00
5.1	Research and Reconnaissance																					\$1,921.00
5.2	Subsurface Explorations and Sieve Analysis																					\$6,541.00
5.3	Technical Memorandum and Design Consultation																					\$4,623.00
6.0	Alternatives Analysis																					\$5,140.00
6.1	Alternatives Analysis Report	2			8	16															26	\$3,191.12
6.2	Concept Level Cost Estimates	4			4	4															12	\$1,948.88
7.0	Civil Design																					\$6,895.87
7.1	65% Civil Design		6	21																	27	\$3,409.53
7.2	90% and Final Design		7	20																	27	\$3,486.34
8.0	Scour Repair and Stream Design																					\$20,011.17
8.1	65% Scour Repair and Stream Design						48														48	\$8,500.32
8.2	90% and Final Scour Repair and Stream Design						65														65	\$11,510.85
9.0	Landscape Architecture and Planting																					\$8,086.60
9.1	65% Landscape Design										4	12									16	\$2,174.16
9.2	90% and Final Landscape Design										14	26									40	\$5,912.44
10.0	Specifications																					\$5,343.92
10.1	90% and Final Specifications	6	12		4	4					2	2									30	\$5,343.92
11.0	Estimate																					\$7,700.86
11.1	65% Estimate	4	2	6		4					2	2									20	\$3,086.78
11.2	90% and Final Estimate	6	4	12		4					2	2									30	\$4,614.08
12.0	QA/QC																					\$10,298.14
12.1	65% Design Review	4	4	4			4				3	3									22	\$3,883.48
12.2	90% and Final PS&E Review	6	4	6	8		8				3	3									38	\$6,414.66
13.0	Environmental																					\$50,258.91
13.1	Environmental Data Collection and Wetlands Report								22	42											64	\$8,938.76
13.2	NEPA Compliance Documentation								10	20											30	\$4,167.60
13.3	ESA Compliance Documentation								8	24											32	\$4,253.92
13.4	JARPA Form and Drawings				20				10	18											48	\$6,698.64
13.5	Shoreline Permit App & Lewis County Fill/Grade Permit	2							12	40											54	\$7,340.80
13.6	Agency Meetings, Permit Facilitation, & County Coordination	2					3		24	6											35	\$6,204.35
13.7	SEPA Compliance								8	16											24	\$3,334.08
13.8	Onsite Restoration Monitoring and Mitigation Plan								8	24		12									44	\$5,526.76
13.9	Bank Use Plan (Contingency)								8	20											28	\$3,794.00

Sargent MP 1.33 Bridge Scour Repair CRP 2159N
Lewis County
 Fee Estimate
 Otak Project #021843.000

% of budget in Current Year (CY)	100.00%
% of budget in CY+1	
% of budget in CY+2	
% of budget in CY+3	
Weighted Escalation Factor	1.000
Annual Escalation Rate	5.00%

Task	Description	Sarkkinen	Hymas	Pyles	Brown	Villa	Robinson	Goldsmith	Gray	Corrigan	Sacamano	Dahlgren	Yamashita	Tsoi	Rusch	Finley	TBD	Subconsultants		Total Hours	Total Budget by Task	
		PIC/Sr. PM Civil	Civil Engineer VIII	Engineering Designer II	Civil Engineer V	Engineering Designer II	Civil Engineer VII	Scientist VI	Scientist VI	Scientist II	PIC/Sr. PM LA/Mst Pln	Landscape Tech III	PIC/PLS Sr. Manager (QC)	Professional Land Surveyor V	Survey Office Technician IV	Survey Field Technician III	Project Coordinator I	RhinoOne (Geotech)	CRC (Cultural)			
14.0	Cultural and Historical Analysis																					\$8,821.79
14.1	Cultural and Historical Analysis	2							2	4												\$8,821.79
	<i>Total Hours</i>	88	47	81	52	32	218	10	116	214	30	62	5	14	16		16			1,001		
	<i>Current Billing Rate</i>	\$250.00	\$186.02	\$109.21	\$138.05	\$99.17	\$177.09	\$199.69	\$186.80	\$114.98	\$225.33	\$106.07	\$239.32	\$200.34	\$119.89	\$72.72	\$126.46					
	<i>Annualized Billing Rate</i>	\$250.00	\$186.02	\$109.21	\$138.05	\$99.17	\$177.09	\$199.69	\$186.80	\$114.98	\$225.33	\$106.07	\$239.32	\$200.34	\$119.89	\$72.72	\$126.46					
	<i>Total Labor Cost</i>	\$22,000.00	\$8,742.94	\$8,846.01	\$7,178.60	\$3,173.44	\$38,605.62	\$1,996.90	\$21,668.80	\$24,605.72	\$6,759.90	\$6,576.34	\$1,196.60	\$2,804.76	\$1,918.24		\$2,023.36	\$13,085.00	\$7,488.27		\$178,670.50	
	<i>Direct Expenses</i>				\$263.00		\$162.00			\$225.00											\$650.00	
	Project Total																				\$179,320.50	



**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

August 14, 2023

Otak, Inc.
808 SW Third Avenue, Suite 800
Portland, OR 97204

Subject: Acceptance FYE 2022 ICR – CPA Report

Dear Justin Monahan:

We have accepted your firms FYE 2022 Indirect Cost Rate (ICR) based on the “Independent CPA Report,” prepared by D.L. Purvine, CPA, PLLC as follows:

- Home Office: 171.38% of direct labor (rate includes 0.32% Facilities Capital Cost of Money)
- Field: 141.85% of direct labor (rate includes 0.29% 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 the 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 consultanrates@wsdot.wa.gov.

Regards;


[Schatzie Harvey \(Aug 14, 2023 12:08 PDT\)](#)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH:BJO

COST INFORMATION
BREAKDOWN OF BILLING RATES AND DIRECT NONLABOR RATES
Otak Actuals Not To Exceed (ANTE)

DIRECT LABOR COSTS

Classification	Overhead Type	Max Direct Salary Rate	Overhead	Profit	Max Billing Rate
			Office: 171.38% Field: 141.85%	27.50%	2.9888 Office Multiplier 2.6935 Field Multiplier
Sr. PIC/Sr. PM Civil	Office	\$115.86	\$198.56	\$31.86	\$346.28
PIC/Sr. PM Civil	Office	\$99.36	\$170.28	\$27.32	\$296.97
Civil Engineer X	Office	\$77.63	\$133.03	\$21.35	\$232.01
Civil Engineer IX	Office	\$73.02	\$125.14	\$20.08	\$218.24
Civil Engineer VIII	Office	\$66.37	\$113.75	\$18.25	\$198.38
Civil Engineer VII	Office	\$62.12	\$106.46	\$17.08	\$185.67
Civil Engineer VI	Office	\$57.40	\$98.37	\$15.79	\$171.56
Civil Engineer V	Office	\$54.09	\$92.69	\$14.87	\$161.65
Civil Engineer IV	Office	\$49.68	\$85.14	\$13.66	\$148.48
Civil Engineer III	Office	\$46.60	\$79.86	\$12.81	\$139.27
Civil Engineer II	Office	\$42.44	\$72.73	\$11.67	\$126.83
Civil Engineer I	Office	\$39.33	\$67.40	\$10.82	\$117.55
Engineering Designer V	Office	\$49.76	\$85.28	\$13.68	\$148.73
Engineering Designer IV	Office	\$44.82	\$76.80	\$12.32	\$133.94
Engineering Designer III	Office	\$41.40	\$70.95	\$11.39	\$123.74
Engineering Designer II	Office	\$37.83	\$64.83	\$10.40	\$113.06
Engineering Designer I	Office	\$34.16	\$58.53	\$9.39	\$102.08
Engineering Technician VII	Office	\$56.47	\$96.78	\$15.53	\$168.78
Engineering Technician VI	Office	\$49.16	\$84.25	\$13.52	\$146.94
Engineering Technician V	Office	\$44.51	\$76.27	\$12.24	\$133.02
Engineering Technician IV	Office	\$39.64	\$67.94	\$10.90	\$118.48
Engineering Technician III	Office	\$33.15	\$56.82	\$9.12	\$99.09
Engineering Technician II	Office	\$28.37	\$48.61	\$7.80	\$84.78
Engineering Technician I	Office	\$23.57	\$40.39	\$6.48	\$70.44
PIC/Scientist	Office	\$78.38	\$134.33	\$21.55	\$234.26
Scientist VI	Office	\$69.15	\$118.51	\$19.02	\$206.67
Scientist V	Office	\$55.73	\$95.52	\$15.33	\$166.58
Scientist IV	Office	\$48.65	\$83.37	\$13.38	\$145.39
Scientist III	Office	\$43.47	\$74.50	\$11.95	\$129.92
Scientist II	Office	\$39.82	\$68.24	\$10.95	\$119.00
Scientist I	Office	\$35.55	\$60.93	\$9.78	\$106.25
Environmental Specialist	Office	\$51.75	\$88.69	\$14.23	\$154.67
PIC/Sr. CM	Field	\$82.27	\$116.70	\$22.62	\$221.59
Construction Manager VI	Field	\$73.45	\$104.19	\$20.20	\$197.85
Construction Manager V	Field	\$68.31	\$96.90	\$18.79	\$183.99
Construction Manager IV	Field	\$63.96	\$90.73	\$17.59	\$172.28
Construction Manager III	Field	\$55.62	\$78.90	\$15.30	\$149.81
Construction Manager II	Field	\$48.37	\$68.61	\$13.30	\$130.27
Construction Manager I	Field	\$42.06	\$59.66	\$11.57	\$113.28

COST INFORMATION
BREAKDOWN OF BILLING RATES AND DIRECT NONLABOR RATES
Otak Actuals Not To Exceed (ANTE)

DIRECT LABOR COSTS

Classification	Overhead Type	Max Direct Salary Rate	Overhead	Profit	Max Billing Rate
			Office: 171.38% Field: 141.85%	27.50%	2.9888 Office Multiplier 2.6935 Field Multiplier
Field Representative VII	Field	\$60.83	\$86.28	\$16.73	\$163.84
Field Representative VI	Field	\$55.89	\$79.28	\$15.37	\$150.54
Field Representative V	Field	\$50.66	\$71.87	\$13.93	\$136.46
Field Representative IV	Field	\$44.06	\$62.49	\$12.12	\$118.66
Field Representative III	Field	\$38.31	\$54.34	\$10.53	\$103.18
Field Representative II	Field	\$33.31	\$47.25	\$9.16	\$89.73
Field Representative I	Field	\$28.97	\$41.09	\$7.97	\$78.02
CM Documentation Specialist III	Field	\$47.82	\$67.83	\$13.15	\$128.80
CM Documentation Specialist II	Field	\$41.58	\$58.98	\$11.43	\$112.00
CM Documentation Specialist I	Field	\$36.16	\$51.29	\$9.94	\$97.39
PIC/PLS Sr. Manager	Field	\$92.12	\$130.67	\$25.33	\$248.11
Professional Land Surveyor V	Field	\$76.98	\$109.20	\$21.17	\$207.35
Professional Land Surveyor IV	Field	\$59.10	\$83.83	\$16.25	\$159.18
Professional Land Surveyor III	Field	\$55.70	\$79.02	\$15.32	\$150.04
Professional Land Surveyor II	Field	\$51.65	\$73.26	\$14.20	\$139.11
Professional Land Surveyor I	Field	\$47.56	\$67.46	\$13.08	\$128.10
Survey Crew Chief III	Field	\$50.15	\$71.13	\$13.79	\$135.07
Survey Crew Chief II	Field	\$39.90	\$56.60	\$10.97	\$107.47
Survey Crew Chief I	Field	\$31.05	\$44.04	\$8.54	\$83.63
Survey Office Technician IV	Field	\$46.07	\$65.35	\$12.67	\$124.08
Survey Office Technician III	Field	\$40.06	\$56.82	\$11.02	\$107.90
Survey Office Technician II	Field	\$32.09	\$45.51	\$8.82	\$86.42
Survey Office Technician I	Field	\$27.90	\$39.58	\$7.67	\$75.15
Survey Field Technician III	Field	\$30.35	\$43.05	\$8.35	\$81.75
Survey Field Technician II	Field	\$26.39	\$37.44	\$7.26	\$71.09
Survey Field Technician I	Field	\$22.95	\$32.55	\$6.31	\$61.82
Sr. PIC/Sr. PM LA/Master Planner	Office	\$105.49	\$180.78	\$29.01	\$315.28
PIC/Sr. PM LA/Master Planner	Office	\$78.03	\$133.73	\$21.46	\$233.21
Landscape Architect VII	Office	\$65.76	\$112.71	\$18.09	\$196.56
Landscape Architect VI	Office	\$60.31	\$103.36	\$16.59	\$180.25
Landscape Architect V	Office	\$54.86	\$94.01	\$15.09	\$163.95
Landscape Architect IV	Office	\$49.42	\$84.70	\$13.59	\$147.71
Landscape Architect III	Office	\$45.54	\$78.05	\$12.52	\$136.11
Landscape Architect II	Office	\$42.49	\$72.81	\$11.68	\$126.98
Landscape Architect I	Office	\$36.95	\$63.32	\$10.16	\$110.42
Landscape Technician III	Office	\$36.73	\$62.95	\$10.10	\$109.79
Landscape Technician II	Office	\$33.12	\$56.76	\$9.11	\$98.99
Landscape Technician I	Office	\$28.98	\$49.67	\$7.97	\$86.62
Planner VI	Office	\$64.69	\$110.86	\$17.79	\$193.34

COST INFORMATION
BREAKDOWN OF BILLING RATES AND DIRECT NONLABOR RATES
Otak Actuals Not To Exceed (ANTE)

DIRECT LABOR COSTS

Classification	Overhead Type	Max Direct Salary Rate	Overhead	Profit	Max Billing Rate
			Office: 171.38% Field: 141.85%	27.50%	2.9888 Office Multiplier 2.6935 Field Multiplier
Planner V	Office	\$60.91	\$104.39	\$16.75	\$182.05
Planner IV	Office	\$57.09	\$97.84	\$15.70	\$170.62
Planner III	Office	\$52.27	\$89.58	\$14.37	\$156.22
Planner II	Office	\$47.52	\$81.43	\$13.07	\$142.02
Planner I	Office	\$41.40	\$70.95	\$11.39	\$123.74
Planner Associate IV	Office	\$38.13	\$65.34	\$10.48	\$113.95
Planner Associate III	Office	\$34.66	\$59.40	\$9.53	\$103.59
Planner Associate II	Office	\$30.95	\$53.04	\$8.51	\$92.49
Planner Associate I	Office	\$26.91	\$46.12	\$7.40	\$80.43
Sr. GIS Specialist - Planner	Office	\$43.47	\$74.50	\$11.95	\$129.92
GIS Specialist - Planner	Office	\$37.80	\$64.78	\$10.40	\$112.98
Sr. PIC/Sr. PM Architecture	Office	\$101.43	\$173.83	\$27.89	\$303.15
Architect VII	Office	\$87.10	\$149.26	\$23.95	\$260.31
Architect VI	Office	\$80.73	\$138.36	\$22.20	\$241.29
Architect V	Office	\$76.59	\$131.26	\$21.06	\$228.91
Architect IV	Office	\$60.03	\$102.88	\$16.51	\$179.42
Architect III	Office	\$51.75	\$88.69	\$14.23	\$154.67
Architect II	Office	\$45.54	\$78.05	\$12.52	\$136.11
Architect I	Office	\$39.60	\$67.87	\$10.89	\$118.36
Technician VI	Office	\$60.03	\$102.88	\$16.51	\$179.42
Technician V	Office	\$45.70	\$78.31	\$12.57	\$136.57
Technician IV	Office	\$39.85	\$68.29	\$10.96	\$119.10
Technician III	Office	\$35.76	\$61.28	\$9.83	\$106.88
Technician II	Office	\$32.09	\$54.99	\$8.82	\$95.90
Technician I	Office	\$28.46	\$48.78	\$7.83	\$85.07
Project Coordinator III	Office	\$54.86	\$94.01	\$15.09	\$163.95
Project Coordinator II	Office	\$51.23	\$87.80	\$14.09	\$153.12
Project Coordinator I	Office	\$42.31	\$72.51	\$11.64	\$126.46
Project Administrative Assistant	Office	\$36.23	\$62.08	\$9.96	\$108.27
Graphics Specialist	Office	\$42.31	\$72.51	\$11.64	\$126.46

The Indirect Cost Rate (ICR), profit, and max rate per hour listed above are the maximum rates payable under this Agreement. Rates invoiced shall be based on the direct salary of the individual employee plus ICR plus profit and shall not exceed the Max Billing Rate for each Classification listed.

Max Direct Salary Rates include 3.5% escalation.

Direct Non-Salary Costs, including subconsultant fees, will be reimbursed at actual cost.

All travel will be invoiced per WSDOT Travel Regulations.

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 Exhibits E-1 and E-2

Agreement Number: CRP-2159N

Exhibit E-1

Subconsultant Fee Determination - Summary Sheet

Project: Sargent MP1.33 Bridge Scour
CRC #: 2404L

Direct Labor Cost

<u>Classifications</u>	<u>Labor Hours</u>	<u>x</u>	<u>Rate</u>	<u>=</u>	<u>Cost</u>
Principal Investigator	5.00	\$	64.00	\$	320.00
Projects Manager	53.0	\$	40.00	\$	2,120.00
Project Archaeologist I	0.0	\$	46.00	\$	-
Project Archaeologist II	0.0	\$	35.00	\$	-
Project Archaeologist III	0.0	\$	33.00	\$	-
Field Archaeologist I	0.0	\$	28.00	\$	-
Field Archaeologist II	6.0	\$	26.75	\$	160.50
Field Archaeologist III	0.0	\$	24.50	\$	-
Historic Built Environment	8.0	\$	35.50	\$	284.00
Office Manager	3.00	\$	42.00	\$	126.00
	75.00			\$	3,010.50
Overhead (OH Cost - - including Salary Additives):					
OH Rate x DLC of:	98.27%	%x\$	\$ 3,010.50	\$	2,958.42
Fixed Fee (FF):					
FF Rate x DLC of:	30.00%	%x\$	\$ 3,010.50	\$	903.15
Reimbursables:					
Photo & Graphic Supplies				\$	255.25
Lodging:				\$	117.70
Per Diem:				\$	59.00
Mileage:				\$	184.25
Total Reimbursables:				\$	616.20
Grand Total:				\$	7,488.27

Prepared by: Margaret Berger
DOT Form 140-089 EF Exhibit G-1

Date: 17-Apr-24

Sargent MP 1.33 Bridge Scour Project Design Services
Lewis County
Fee Estimate
 CRC



Task	Description	<i>Principal Investigator</i>	<i>Project Manager</i>	<i>Field Archaeologis t II</i>	<i>Historic Built Environment</i>	<i>Office Manager</i>	Total Hours	Total Budget by Task
14.0	Cultural and Historical Analysis							
14.1	Cultural and Historical Analysis	5	53	6	8	3		\$6,872.07
	<i>Total Hours</i>	5	53	6	8	3		
	<i>Current Billing Rate</i>	\$146.09	\$91.24	\$61.63	\$81.04	\$95.87		
	<i>Total Labor Cost</i>	\$730.45	\$4,835.91	\$369.78	\$648.32	\$287.61		\$6,872.07
	<i>Direct Expenses</i>					\$616.20		\$616.20
	Project Total							\$7,488.27



**Washington State
Department of Transportation**

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

April 14, 2023

Cultural Resource Consultants, LLC
PO Box 4159
Seattle, WA 98194

Subject: Acceptance FYE 2022 ICR – Risk Assessment Review

Dear Teresa Peterson:

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 98.27%. This rate will be applicable for Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards;

Schatzie Harvey

Schatzie Harvey (Apr 14, 2023 09:43 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

Apr 14, 2023

SH:BJO

WSDOT Agreement:
Northwest Heritage Consultants, LLC
dba: Cultural Resource Consultants, LLC
PO Box 4159, Seattle, WA 98194
206 855-9020

ANTE Table March 2024

Job Classification	Direct Labor Rates	Overhead 98.27%	Fixed Fee 30.00%	Not to Exceed Hourly Billing Rate
	NTE	NTE	NTE	NTE
Principal Investigator	\$ 64.00	\$ 62.89	\$ 19.20	\$ 146.09
Projects Manager	\$ 40.00	\$ 39.31	\$ 12.00	\$ 91.31
Historic Built Environment	\$ 35.50	\$ 34.89	\$ 10.65	\$ 81.04
Project Archaeologist I	\$ 40.00	\$ 39.31	\$ 12.00	\$ 91.31
Project Archaeologist II	\$ 35.00	\$ 34.39	\$ 10.50	\$ 79.89
Project Archaeologist III	\$ 33.00	\$ 32.43	\$ 9.90	\$ 75.33
Field Archaeologist I	\$ 29.00	\$ 28.50	\$ 8.70	\$ 66.20
Field Archaeologist II	\$ 27.00	\$ 26.53	\$ 8.10	\$ 61.63
Field Archaeologist III	\$ 25.00	\$ 24.57	\$ 7.50	\$ 57.07
Office Manager	\$ 42.00	\$ 41.27	\$ 12.60	\$ 95.87

NOTE:

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

All travel will be billed per WSDOT Travel Regulations.

Exhibit D-1
Otak, Inc.
Consultant Fee Summary

Project: Sargent MP 1.33 Bridge Scour

Direct Labor:

Classification		Total Hours	x	Direct Salary Rate	=	Cost
Principal Geotechnical Engineer	Home	8	x	\$ 80.61	=	\$ 644.88
Senior Pavement Engineer	Home		x	\$ 65.00	=	\$ -
Project Geotechnical Engineer	Home	8	x	\$ 47.27	=	\$ 378.16
Geotechnical Engineering Staff	Home	20	x	\$ 39.00	=	\$ 780.00
Staff Engineering Geologist	Home	28	x	\$ 43.47	=	\$ 1,217.16
CAD / GIS Technician	Home	8	x	\$ 39.52	=	\$ 316.16
Field Technician	Home		x	\$ 34.32	=	\$ -
	Home		x		=	\$ -
	Home		x		=	\$ -
	Home		x		=	\$ -
	Home		x		=	\$ -
	Home		x		=	\$ -
	Home		x		=	\$ -
	Home		x		=	\$ -
				Subtotal Labor	=	\$ 3,336.36

Overhead (OH) Cost

OH Rate x DSC of 130.15% x \$ 3,336.36 x \$ 4,342.27

Profit

Profit Rate x DSC of 30.00% x \$ 3,336.36 x \$ 1,000.91

Direct Labor Total = \$ 8,679.54

Reimbursables:

Hand Auger or Hand held Power Geoprobe	\$ 2,800.00
Mileage (2 RT @ 180 miles)	\$ 243.00
Full Grain Size Analysis (2)	\$ 500.00
Moisture Contents (8)	\$ 176.00
P200 washes (4)	\$ 300.00
Atterberg Limits (2)	\$ 330.00

Total Reimbursables = \$ 4,349.00

Grand Total **\$ 13,028.54**

Prepared by: Rajiv Ali

Date: 16-Apr-24

Rhino One Fee Estimate										
Sargent MP 1.33 Bridge Scour for OTAK		Principal Geotechnical Engineer (Rajiv Ali)	Project Geotechnical Engineer (Christina Hemberry)	Engineering Geologist (Peter Hughes)	Geotechnical Engineering Staff (Levi Good)	CAD (Devin Blackshere)	Total Labor Hours	Total Labor Dollars	Subtotal Expenses	TOTAL LABOR & EXPENSES
	ROG 2024 Rates - DSC	\$80.61	\$47.27	\$43.47	\$39.00	\$39.52				
160.15%	OH + Profit(130.15% + 30%)	\$129.10	\$75.70	\$69.62	\$62.46	\$63.29				
Task	ROG 2024 Rates	\$209.71	\$122.97	\$113.09	\$101.46	\$102.81				
5	Geotechnical Design Services									
5.1	Research and Reconnaissance	1		8		0	9	\$1,114	\$122	\$1,236
5.2	Subsurface Explorations and Sieve Analysis	1		16			17	\$2,019	\$4,228	\$6,247
5.3	Technical Memorandum and Design Consultation	6	8	4	20	8	46	\$5,546		\$5,546
							-			
	TOTAL HOURS	8	8	28	20	8	72			
	TOTAL AMOUNT	\$1,677.66	\$983.78	\$3,166.44	\$2,029.17	\$822.49		\$8,679.54	\$4,349.00	\$13,028.54
	Outside Services and Expenses	Unit Cost	Quantity	Total						
5.1	Mileage (1 RT @ 220 miles)	\$0.68	180	\$122						
5.2	Hand Auger or Hand held Power Geoprobe	\$2,800	1	\$2,800						
	Mileage (1 RT @ 180 miles)	\$0.68	180	\$122						
	Full Grain Size Analysis	\$250	2	\$500						
	Moisture Contents	\$22	8	\$176						
	P200 washes	\$75	4	\$300						
	Atterberg Limits	\$165	2	\$330						
	Total (Outside Services/Expenses)			\$4,349.00						



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

April 2, 2024

Rhino One Geotechnical
12308 NE 56th Street Unit 1107
Vancouver, WA 98682

Subject: Acceptance FYE 2023 ICR – Risk Assessment Review

Dear Rajiv Ali:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2023 ICR of 130.15%. 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.

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 consultanrates@wsdot.wa.gov.

Regards,


Schatzie Harvey (Apr 2, 2024 10:56 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:sms

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
Otak, Inc.

whose address is

805 Broadway Street, Suite 103, Vancouver, WA 98660

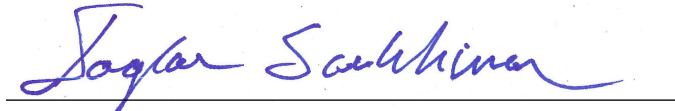
and that neither the above firm nor I have:

- 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.

Otak, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

5-9-2024

Date

Agreement Number: CRP-2159N

Exhibit G-1(b) Certification of Lewis County

I hereby certify that I am the:



Other

of the Lewis County _____, and Otak, 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

05/10/2024

Date

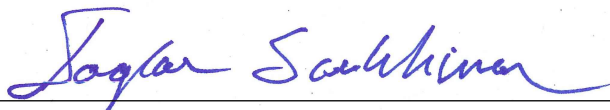
Agreement Number: CRP-2159N

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.

Otak, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

5-9-2024

Date

Agreement Number: CRP-2159N

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:

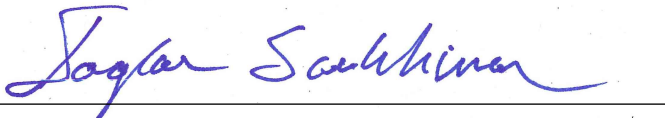
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress 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.

Otak, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

5-9-2024

Date

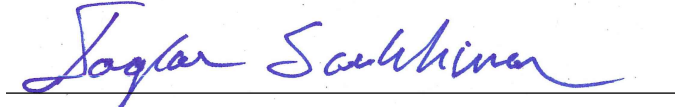
Agreement Number: CRP-2159N

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 the Sargent MP 1.33 Bridge Scour project * are accurate, complete, and current as of 5-9-2024 **

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: Otak, Inc.


Signature

Principal

Title

Date of Execution***: 5-9-2024

*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-2159N

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-2159N

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Agreement Number: CRP-2159N

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.

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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.