

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

Agreement Number:

Firm/Organization Legal Name (do not use dba's): Exeltech Consulting Inc., a Bowman Company		
Address 8729 Commerce Place Dr. NE, Ste A, Lacey WA	Federal Aid Number	
UBI Number 601 266 522	Federal TIN or SSN Number 91-1491880	
Execution Date	Completion Date December 31, 2026	
1099 Form Required ☐ Yes ☐ No	Federal Participation ☒ Yes ☐ No	
Project Title Newaukum Valley Road Allen Creek Fish Passage		
Description of Work The CONSULTANT will provide hydraulic, hydrologic, and geomorphic analyses; design of water crossings (including structural calculations); stream channel restoration; geotechnical analysis; and a cultural resources review. Design will be advanced to the 30% level. All designs must comply with permitting requirements and current WDFW guidelines, including the Water Crossing Design, Stream Habitat Restoration, and Streambank Protection Guidelines. The COUNTY will manage the project collaboratively and be responsible for any design elements outside this scope.		
☐ Yes ☐ Yes ☐ Yes ☐ Yes	☒ No DBE Participation ☒ No MBE Participation ☒ No WBE Participation ☒ No SBE Participation	Total Amount Authorized: \$234,177.92 Management Reserve Fund: \$0 Maximum Amount Payable: \$234,177.92

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
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Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

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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, Washington 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: Albert Swank
Agency: Lewis County Public Works
Address: 57 W. Main St
City: Chehalis State: WA Zip: 98531
Email: Albert.Swank@lewiscountywa.gov
Phone: 360-740-1142
Facsimile: 360-740-1479

If to CONSULTANT:

Name: Santosh Kuruvilla, P.E., S.E., PMP
Agency: Exeltech, a Bowman Company
Address: 8729 Commerce Pl Dr NE, Ste A
City: Lacey State: WA Zip: 98516
Email: Santosh.Kuruvilla@Bowman.com
Phone: 360-357-8289
Facsimile: N/A

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: Albert Swank
Agency: Lewis County Public Works
Address: 57 W. Main St.
City: Chehalis State: WA Zip: 98531
Email: Albert.Swank@lewiscountywa.gov
Phone: 360-740-1142
Facsimile: 360-740-1479

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

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

Agreement Number:

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

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

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XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

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

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

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

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

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

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

Signature 

Date 8/8/25

Signature 

Date 7/31/2025

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

Agreement Number:

Exhibit A ***Scope of Work***

Project No.

Agreement Number:

Exhibit A

Scope of Services

ENGINEERING AND CULTURAL RESOURCE SERVICES FOR LEWIS COUNTY NEWAUKUM VALLEY ROAD ALLEN CREEK FISH PASSAGE PROJECT

July 29, 2025

Lewis County

Prepared by:

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



Exhibit A

SCOPE OF SERVICES

Engineering and Environmental Services for Lewis County Newaukum Valley Road Allen Creek Fish Passage Project

During the term of this Agreement, Exeltech Consulting, Inc., hereinafter referred to as the CONSULTANT, will perform professional services for Cowlitz County, hereinafter referred to as the COUNTY, including engineering and environmental services for:

Lewis County Newaukum Valley Road Allen Creek Fish Passage Project

The Consultant will actively coordinate and manage the work assigned to the Consultant by this scope of services, identify, and resolve issues in a timely manner, communicate effectively, and ensure the accuracy and overall high quality of the work and work products. The Consultant will be responsible for the performance of the services described hereinafter, furnishing materials and information as needed to accomplish the work tasks. This document will be used to define contents of deliverables, assign responsibility for specific tasks and subtasks, and set a schedule for when key tasks will occur and when final deliverables will be submitted.

Upon Notice to Proceed (NTP) a Project Schedule Gantt chart will be submitted. The Gantt chart is intended for guidance of the schedule and is informational only. The actual schedule may vary depending on reviews and comments from the County and/or Stakeholders.

I. BACKGROUND

The Allen Creek culvert under Newaukum Valley Road drains an area of approximately 6 square miles. The existing culvert is comprised of two 10ft wide by 7ft tall four-sided concrete box culverts. Due to the very shallow flow on the flat culvert bottoms, the culvert is considered to be a barrier to fish passage. Lewis County is seeking to replace this culvert with a fish passable structure.

II. PROJECT DESCRIPTION

In general terms, the work to be performed by the CONSULTANT consists of providing hydraulic, hydrologic, and geomorphic analyses; design of water crossing structures (including relevant structural calculations) and stream channel restoration including, a geotechnical analysis, and a cultural resources investigation. Design will be developed through 30 percent plans.

Project designs must meet all permitting requirements and utilize the most recent design guidance, standards, and regulations such as the WDFW's Water Crossing Design Guidelines, the WDFW's Stream Habitat Restoration Guidelines, and the Integrated Streambank Protection Guidelines.

This project will include cooperative project development and management with the COUNTY. The County will be responsible for design elements not specifically included in this Consultant Scope of Work.

III. DESIGN STANDARDS

The County will designate the basic premises and standards for the Project. The Consultant will comply with County standards, guidelines, and requirements. As applicable, work will be performed with consideration of, and in accordance with, the requirements set forth in the latest editions, amendments, and revisions of the standard federal, state, and local agency design manuals, and the following documents:

1. American Association of State Highway and Transportation Officials (AASHTO) Publications

- Load and Resistance Factor Design (LRFD) Bridge Design Specification
- Guide Specifications for LRFD Seismic Bridge Design
- Manual for Bridge Evaluation
- A Policy on Geometric Design of Highways and Streets
- Guidelines for Geometric Design for Low-Volume Roads

2. Washington State Department of Transportation (WSDOT)

- Bridge Design Manual (BDM)
- Construction Manual
- Design Manual
- Environmental Procedures Manual
- Highway Runoff Manual
- Hydraulics Manual
- Geotechnical Design Manual
- Traffic Manual
- Local Agency Guidelines (LAG) Manual
- Standard Specifications for Road, Bridge, and Municipal Construction
- Standard Plans for Road, Bridge and Municipal Construction
- Bridge Inspection Manual

3. Washington State Department of Fish and Wildlife (WDFW) Publications

- Forest Practices Hydraulic Projects
- Water Crossing Design Guidelines (2013)
- Stream Habitat Restoration Guidelines (2012)
- Integrated Streambank protection Guidelines
- Incorporating Climate Change into the Design of Water Crossing Structures (2016)
- Fish Passage Barrier and Surface Water Diversion Screening Assessment and Prioritization Manual

4. Other Publications

- Lewis County Road Standards
- Western Washington Hydrology Model, Washington State Department of Ecology (DOE), current version
- National Marine Fisheries Services Southwest Region – Guidelines for Salmonid Passage at Stream Crossings
- Steel Construction Manual - American Institute of Steel Construction (AISC)
- Federal Manual for Identifying and Delineating Jurisdictional Wetlands
- Brian Abbot Fish Barrier Removal Board Grant Program – Manual 22 (2019)
- U.S. Army Corps of Engineers Wetlands Delineation Manual

- U.S. Army Corps of Engineers Drawing Checklist ([https://www.nws.usace.army.mil/Portals/27/docs/regulatory/Forms/Drawing%20Checklist%20\(4-17-12\).pdf](https://www.nws.usace.army.mil/Portals/27/docs/regulatory/Forms/Drawing%20Checklist%20(4-17-12).pdf))
- United States Dept. of Transportation (USDOT), Federal Highway Administration (FHWA) "Manual on Uniform Traffic Control Devices (MUTCD)
- FHWA Pub. No. FHWA-HIF-12-003, Hydraulic Engineering Circular No. 18, Evaluating Scour at Bridges, Fifth Edition, April 2012

IV. GENERAL DESIGN ASSUMPTIONS

1. The County will lead outreach activities with Stakeholders and Tribes.
2. The County will coordinate with utilities, and their contact representatives, that may be affected by this project.
3. All work will be conducted within the County's 60 foot wide Right-of-Way (ROW), and no new permanent right-of-way or temporary easements will be acquired for the project.
4. County will perform the right-of-way acquisitions if needed.
5. The County will provide all survey needs and coordinate utility locates and survey locations of existing utilities in the vicinity of the project site.
6. County will provide an example plan set in AutoCAD format to Consultant which indicates County preferences for construction plans (e.g., title block, type fonts and line styles)
7. County will provide County engineering preferences required to support the early design development prior to the 30% submittal.
8. AutoCAD/Civil3D current version shall be used for 30% plan sheets. Concept sketches will be provided in PDF format.
9. The Consultant has flexibility to move budget between tasks as needed.
10. The Area of Potential Effect (APE) of the project is assumed to be within the 60foot ROW and to extend 400 feet west of the centerline of Allen Creek and 300 feet east of the centerline of Allen.
11. The Preliminary Schedule Milestones are subject to revision and include:
 - Notice to Proceed (NTP) (assumed) – August 1, 2025
 - Kick Off Meeting - NTP + 2 weeks
 - Cultural Resource, Geotechnical, Hydrological fieldwork complete NTP + 8 weeks
 - 3 Concepts for County consideration with structure cost estimates NTP + 14 weeks
 - 30% Plans NTP + 24 weeks

TASK 1. PROJECT MANAGEMENT

- This task includes work related to managing scope, schedule, and budget during the project by communicating with the County and project team members. Communications will include emails, electronic and hard copy documentation control, monthly invoicing, progress reports, and coordination of project design criteria. The Project Manager will share project design technical information, and coordinate project deliverable submittals with the project team members.
- The Consultant will prepare and submit monthly invoices. Invoices will be accompanied by a progress report describing work completed and planned, and a description of identified issues that may impact schedule and/or budget. They will note any anticipated changes to the budget for specific tasks.
- The Consultant will coordinate, schedule, and participate in virtual project team meetings. This assumes:
 - 9 bi-weekly 30-minute check in meetings attended by up to 2 Consultant staff, and
 - 3 one-hour milestone meetings attended by up to 4 Consultant staff.

Deliverables:

- Monthly invoice and progress report (PDF)
- Meeting agendas and notes (PDF), including action item lists.

TASK 2. HYDROLOGIC, HYDRAULIC, AND GEOMORPHIC ANALYSIS

2.1. Data Review and Geomorphic Analysis

S&W will conduct a review of publicly available data sources and studies and other available data sources provided by Lewis County that are relevant to the scoped work.

The geomorphic assessment will be conducted to support alternatives analysis and 30% design of a fish passage improvement project on the crossing site. The assessment will provide information on stream channel characteristics, sediment dynamics, and geomorphic processes to ensure the fish passage structure(s) and associated project elements are properly designed and integrated into the stream system to support the project objectives. The site will have a rapid, streamlined geomorphic analysis to meet the task objectives:

- Site visit and utilize a rapid assessment to characterize the existing geomorphic conditions of the project site and surrounding area as available. using survey information provided, geotechnical summary, aerial photos, and findings from the field reconnaissance. The purpose of this assessment is to determine if there has been significant geomorphic change over time that will need to be accounted for in the design of the proposed water crossing and stream alignment.
- Identify potential geomorphic hazards, risks, opportunities and constraints that may affect the fish passage structure.
- Provide recommendations for crossing design(s) that align with fish passage criteria, natural stream processes, and minimize risk
- Conduct a rapid desktop assessment of the project site and adjacent stream reaches (approximately 200 feet upstream and downstream of each culvert site). Reference reach may or may not be contained within the 60ft ROW limits.
- Flag the bankfull width within the reference reach for Lewis County Survey.
- Measure/document channel dimensions, bed material (pebble counts), bank conditions, erosion/deposition indicators, and significant in-stream features. A single, initial reference reach will be identified and evaluated during the geomorphic field visit. Bankfull width will be measured and pebble counts performed within the reference reach. The County will determine concurrence of the reference reach bankfull width with Co-Managers (if required). Assumes that up to 3 Wolman pebble counts will be performed per site. If bulk samples are deemed necessary, they will be part of a later phase of design. Relevant geomorphic features will be mapped with mapping grade GPS or locations approximated on a single GIS exhibit documenting site conditions. Assumes that a single reference reach will be identified, characterized and developed for this analysis.
- Process field data (Wolman pebble counts, GPS points, measurements, and label photos).

The purpose of this visit is to understand the site hydraulics and channel condition, with an emphasis on determining an appropriate fish passable water crossing solution. Field measurements will include identifying a reference reach, determining bankfull width, characterizing sediment size, estimating channel/floodplain roughness, documenting lateral and longitudinal erosion, and other relevant information to aid in the assessment and design of the proposed water crossing structure.

2.2. Hydrologic Analysis

S&W will conduct hydrologic analysis for Allen Creek using regional regression equation estimates and WWHM to determine design flow rates. For the drainage sub basin culvert only regional regression equations will be used.

S&W delineate subbasin boundaries for the area tributary to the culvert crossing using current topographic data (LIDAR or contour mapping, as available). S&W will delineate current land use/land cover in GIS using recent aerial photos or the publicly available NLCD. Soil types will be determined from digital soil survey data

(SSURGO) and classified into characteristic drainage types by soil hydrologic group and/or soil descriptions. GIS overlay analysis will be performed to develop areas of each unique soil-land cover type by subbasin.

The WWHM model will be run to simulate existing conditions flows over the entire WWHM rainfall record. Frequency analysis will be performed to estimate 2-, 10-, 25, 100, and 500- year flows. Additionally, summertime high flow will be included for use during construction to determine stream bypass pump/culvert size.

2080 flows will be derived from the future climate change stream flow estimate WDFW website. 100 year 2080 will be used to determine freeboard.

2.3. Hydraulic Modeling and Analysis

S&W will conduct hydraulic modeling of existing and proposed conditions for the sites using the HEC-RAS 2D software platform. Modeled culvert simulations will be grouped by year and watershed.

Existing and proposed conditions will be evaluated using up to Five model flow rates (i.e. low flow, 2-year, 100- year, and 100-year 2080 flow events). Proposed conditions hydraulic modeling results will be used to assess replacement structure vertical clearance requirements, geomorphic impacts, and support preliminary scour calculations.

S&W will utilize model results for proposed conditions scenarios to evaluate the potential for channel bed scour at each site for the conceptual stream grading design described below.

2.4. Hydrologic, Hydraulic and Geomorphic Report

The Consultant will prepare one draft and final report summarizing hydrologic, hydraulic, and geomorphic analysis.

The report will include a description of the physical characteristics of the site (including photographs taken during the site reconnaissance, text, tables, and figures that describe the results of the rapid geomorphic investigation, hydrologic analysis, hydraulic analysis, and fish passage water crossing design recommendations). The report will include key hydraulic data, including providing scour code as needed for permit application by the County.

2.5. Stream design

The S&W will prepare 3 alternative conceptual stream designs (stream profile and section plans), and preferred alternative 30% deliverables for S&W outlined below.

Deliverables

- Hydrologic and hydraulic modeling files (S&W)
- Draft Hydrologic, Hydraulic and Geomoprhic Report (S&W Lead)
- Conceptual Design Sketches based on preferred alternative.
 - Stream Plan and Profile (S&W)
 - Stream section (S&W)
- CAD files (S&W)
- Hydrologic and Hydraulic Modeling files (S&W)
- Draft 30% drawings (11x17)
 - Stream Plan and Profile (S&W)
 - Stream details (S&W)

Assumptions

- Alterative analysis structure size: BFW with 8% additional (assumed for scoping), plus future flood for 100yr freeboard. So 30ft wide vs 40ft wide analysis if future flood pushes us to the next size, maybe County will prefer to not meet future flow/width criteria.

- County surveyor will blend site survey with LiDAR. S&W will provide the required boundary for survey and LiDAR blending requirements.
- Hydraulic modeling assumes that alternatives will have same minimum hydraulic opening and additional iterations for alternatives modeling is not required.
- Hydraulic Modeling and Analysis: Up to three flowrates will be evaluated with each developed hydraulic model, for both existing and proposed conditions. Proposed condition models are anticipated to require multiple iterations - it is assumed that the models will be run for a scenario using the preliminary minimum hydraulic opening sized crossing for freeboard determination as well as a final scenario reflecting the final selected alternative at each site. This effort assumes additional simple tie-in grading/model modifications to represent the removal of culvert fill from the modeling surface. Individual model runs for each type of structure considered in the alternatives assessment will not be performed since the developed alternatives will be designed at least as large as the calculated minimum hydraulic opening.
- Scour Analysis: Scour calculations for contraction and local scour will be run using Hydraulic Toolbox.
- 100-year flood profiles for existing and proposed will be provided to illustrate flood changes. A 100-year water surface elevation difference plot will be included in the appendix to the Alternatives Analysis
- Qualitatively analyze potential channel migration and stability and response(s) resulting from the selected alternative
- Qualitatively assess the influence and suitability of large woody material on channel morphology, habitat, and risk
- FEMA coordination
- The Hydraulic Memo will include the deliverables outlined in Appendix C of Manual 22: Fish Barrier Removal Board Grant Program Manual (<https://rcow.wa.gov/recreation-and-conservation-office-grants/grant-manuals/>)

TASK 3. GEOTECHNICAL ANALYSIS

3.1 Data Review and Field Reconnaissance

- Review existing geologic and geotechnical data available in the project vicinity from in-house and public sources.
- Perform a site visit to evaluate existing site conditions and mark exploration locations to facilitate utility clearance.

3.2 Geotechnical Exploration Program

- Prepare an Exploration Plan for discussion and approval by Lewis County.
- Lewis County will provide all permits for geotechnical explorations and S&W will support with information as required.
- Coordinate with geotechnical drilling sub-contractor and traffic control sub-contractor:
 - (1) S&W will engage a drilling sub-contractor to plan (Notice of Intent) and perform geotechnical borings according to the Exploration Plan.
 - (2) S&W will engage a traffic control sub-contractor to plan and perform standard 1-lane closure with a flagging operation, unless conditions dictate/allow otherwise. We would submit an applicable MUTCD plan along with our Exploration Plan for review by Lewis County, in accordance with Lewis County Code 12.60 Road Development Standards (e.g., MUTCD Figure 6P-10).
- S&W will call the Washington State Utility Notification Center prior to performing the explorations.
- S&W will observe the geotechnical drilling, log and store the soils, and transport the samples to the S&W geotechnical laboratory.
- Two geotechnical borings will be drilled to depths of up to 50 feet below roadway (about 40 feet below bottom of embankment), per clarification by Lewis County.

- (1) Standard Penetration Tests and soil samples would be collected at 2.5 foot intervals in the upper 30 feet, and then at 5 foot intervals to bottom of hole.
 - (2) As an Add-on, if conditions dictate that deep foundations may be necessary, geotechnical borings would be drilled up to an additional 40 feet (to 90 feet below roadway). S&W would notify Lewis County as soon as possible if subsurface conditions indicate the potential need for deep foundations. The Add-on is not included in the budget.
- The borings will be backfilled with approved sealing material, and capped with concrete if within pavement, or with cold-patch asphalt if needed for a portion of a VWP installation.
 - The borings would be initially located with handheld GPS by S&W, then later surveyed by Lewis County.

3.3 Groundwater Monitoring

Groundwater monitoring is not included.

3.4 Geotechnical Laboratory Testing

- S&W will evaluate pertinent physical and engineering characteristics of the site soils based on laboratory tests performed on samples obtained from the borings. Potential geotechnical laboratory tests could include moisture content, sieve analysis, fines content, hydrometer, Atterberg limits, soil corrosivity (pH and minimum resistivity), as appropriate for the materials encountered. The laboratory test results will be included in the Geotechnical Engineering Report.

3.5 Geotechnical Boring Logs

- S&W will summarize drilling behavior and observed soils in a boring log for each drilled location. The boring logs will be modified based on soil review, laboratory test results, survey data, and groundwater monitoring data (if applicable). The boring logs will be included in the Geotechnical Engineering Report. Draft boring logs (subject to change) will be included in the Draft Geotechnical Engineering Report, and Final boring logs will be included in the Final Geotechnical Engineering Report.

3.6 Geotechnical Analyses (Draft for 30%)

The Draft Preliminary Geotechnical Engineering Report will include the following preliminary geotechnical analyses for up to 3 conceptual stream designs:

- Subsurface Cross Section
- Geotechnical Inputs to Scour Analysis:
 - Grain Size, Plasticity
 - Geologic context and geologic constraints on scour behavior
- Shallow Foundation Recommendations:
 - Bearing Capacity and Settlement
 - Lateral Earth Pressure
 - Lateral Resistance
 - Inputs to Seismic Design (e.g., racking)
 - Liquefaction Assessment
- Earthworks recommendations:
 - Temporary Excavations
 - Reuse of onsite soils
 - Slope Stability
 - Dewatering Considerations
 - Structural Fill Placement, Compaction

The effort associated with finalizing the geotechnical analyses in a calculation package for inclusion in the Final Geotechnical Engineering Report is not included in this stage of the estimate.

3.7 Geotechnical Engineering Report (Draft for 30%)

The geotechnical work will be summarized in a Geotechnical Engineering Report (GER). We understand that due to budget constraints, the project will likely be paused at 30%. Draft geotechnical information is needed alongside 30% documents. We propose that a Draft GER will be submitted for 30%. When additional funding is secured, a Final GER would be submitted between 60% and 90%, or even between 90% and 100% depending on the availability of structural and hydraulic design information and the needs of the design team. The Draft GER will include:

- Site plan(s) with project and historical exploration locations
- Boring logs (Draft)
- Geotechnical laboratory test results
- Groundwater monitoring results (None or Draft, as available)
- Site geologic interpretation
- Geologic hazard review of the site based on mapped or interpreted hazards.
- Preliminary seismic design considerations. Return periods for analysis will be based on WSDOT design guidelines.
- Geotechnical Analyses as indicated in Section 3.6.
- The Draft GER may rely on qualitative assessment of liquefaction assessment, settlement, and slope stability if not all geotechnical data is available within scheduled delivery of the Draft GER.
- Geotechnical related construction considerations.
- Geotechnical work needed to finalize design.

Deliverables:

- Exploration Plan
- Geotechnical Engineering Report (GER), DRAFT for 30% (S&W)
 - (a) The DRAFT GER would be issued for 30% conceptual plan stage development. The DRAFT GER is close to FINAL except that FINAL incorporates design changes, finalized analyses, and cross-checks with other disciplines.
- Geotechnical Engineering Report (GER), FINAL during 60 to 90%, or 90 to 100%, TBD by design team (S&W)
 - FINAL effort not included in this stage of estimate –

Assumptions

- Lewis County will issue all permits, including right-of-way permit, for the work as necessary and waive any fees. Lewis County shoreline management program exemption, State Environmental Policy Act exemption, and a critical areas review, if needed for the geotechnical exploration program, will be completed by Lewis County.
- Lewis County will coordinate right-of-entry to access the sites. Access to the boring locations will be as the site currently exists. Ramps, roads, or other access ways shall not be constructed.
- Borings will be completed in Lewis County right-of-way.
- Vegetation clearing is not required for drill access or to perform the borings.
- No boring locations will require a Vac Truck excavation, assuming adjacent utilities can be avoided within 5-feet of the proposed exploration.
- Neither S&W nor its drilling subcontractor will be responsible for damage to unmarked utilities.
- Prevailing wage requirements do not apply to the sub-contractors used for exploration purposes (e.g., drilling or traffic control).
- Traffic control will be required for the borings. One lane of traffic will be closed to complete the borings. The roadway is narrow with guard rails, and we anticipate that traffic control will be required to safely perform the work.

- Drilling will occur between 8:00 am and 6:00 pm, and during daylight hours only, Monday through Friday (excluding public holidays).
- Soil is free of contaminants and analytical testing of soil and groundwater is excluded from this scope. If potentially contaminated soil or groundwater is detected during drilling, S&W will immediately stop drilling and notify Lewis County.
- Potential contamination detection during drilling will be performed by visual and olfactory methods only.
- The site will be cleaned and restored to the extent practical following drilling, but will not be returned to pre-exploration conditions. Concrete will be placed to patch boreholes completed through pavement, unless installation of monitoring equipment requires the use of cold-patch asphalt. Outside of pavement, the borehole is filled with sealing material to the ground surface and covered with native soil to reduce swelling of the sealing material.
- We will coordinate drilling activities with the cultural resource consultant, if required. We understand that cultural resources monitoring may not be required.
- Soil samples will be stored and retained until the final report submission, and subject to storage fees. Up to 18 months of storage is assumed.
- Lewis County will survey geotechnical boring locations after completion.
- Drilling will occur with one mobilization.
- If the scope of the project changes significantly (e.g., stream re-alignment) between 30% and 90%, additional explorations may be required.
- Piezometer installation, groundwater monitoring, or additional drilling or analyses associated with deep foundations is not included.

TASK 4. CULTURAL RESOURCES INVESTIGATION

Background Information

Background research indicates approximately 17 archaeological sites, 1 heritage barn, and 39 recorded structures within a one-mile radius of the project area. Roughly 7 archaeological sites, consisting of precontact and multicomponent (historic and pre-contact) sites, are recorded 0.4 miles northeast of the project area. Most of these were recorded during a 2006 WSDOT-sponsored survey by Charles Luttrell (NADB 1349053).

There are also 23 previously conducted cultural resource assessments within the Project Area. However, there are no cemeteries or burials within a one-mile radius. A search of the County assessor's records for the property reveals no structure within the proposed Project Area meeting the 50-year age threshold for assessment. The soils in the project area generally comprise Lacamas silt loam, 0 to 3 percent slopes. The project area has been disturbed by culvert and road construction and adjacent private homeowner use.

Overview

The CONSULTANT will provide cultural resources services.

CONSULTANT will conduct a records review of previous cultural resource surveys and previously recorded archaeological sites in the vicinity of the project area of potential effects (Task 4.1). Research methodology shall be provided for consultation with the Department of Archaeology and Historic Preservation and potentially affected Tribes which includes proposed survey techniques (Task 4.2) to be used (pedestrian survey, shovel testing, trenching, etc.), proposed depths of testing, screen size, a description of what areas and activities will be covered under Section 106 (APE), and a description of how the reviewed surveys and findings within the area support the proposed methodology (Task 4.3).

Potentially affected Tribes shall be invited to come out during the proposed field survey. A survey shall be conducted using the provided survey methods. If archaeological materials or sites are identified the CONSULTANT shall complete an archaeological Site Inventory Form. Any site discovered will need to be

delineated both vertically and horizontally within the APE. If an archaeological site may not be avoided it will need a thorough determination of eligibility.

All structures within the APE over 50 years of age need to be inventoried on a Historic Property Inventory Form. If historic structures will be affected, conduct an eligibility evaluation¹.

TASK 4.1. BACKGROUND REVIEW

CONSULTANT will conduct background review for information held at appropriate repositories, such as the Washington

State Department of Archaeology and Historic Preservation (DAHP)'s Washington Information System for Architectural and Archaeological Records Data (WISAARD) database, tribal cultural resource departments, university and city libraries, history museums, public records, private manuscript collections, online sources, and/or informants. The research objective is to fully understand the project area's environmental and cultural contexts and land use patterns and determine the probability for cultural resources to be present in the project area.

Assumptions:

- All project information will be provided to CONSULTANT before the commencement of our assessment to avoid delays.
- The client will provide CONSULTANT with any relevant correspondence regarding the project between involved agencies and tribes.
- The client will provide CONSULTANT with a detailed written description of the project area (e.g., plan sheets; maps; descriptive information detailing the extent/depth of grading, excavation, or other ground disturbance; environmental studies; geotechnical bore logs; photographs; etc.).
- For Section 106 regulated projects, an Area of Potential Effects (APE) is required. APEs are generally defined by the lead federal agency, not CONSULTANT unless approved beforehand. If approved, CONSULTANT will develop an APE Memorandum on behalf of the client that can then be submitted to the lead federal agency.
- If the project area and/or scope are changed, a contract amendment may be required.

TASK 4.2 FIELD INVESTIGATION

CONSULTANT will conduct a field investigation using the standards documented in the DAHP's Washington State Standards for Cultural Resources Reporting (updated 4/19/2023). At a minimum, field investigation generally includes pedestrian surveys and subsurface testing to inspect for evidence of cultural resources. If a cultural resource (e.g., a resource aged at least 50 years) is identified in the project area, it must be fully documented on a Washington State Archaeological Site Form, or a Historic Property Inventory (HPI) Form as required by the DAHP. Inventory generally includes preparing a written description of the resource and its setting, taking photographs, making sketch maps, and taking GPS coordinates. Any identified cultural resource will be returned to where it was identified unless negotiated under another agreement.

Assumptions:

- The client will provide contact information or documented permission from property owners to access the survey area.
- The client will have all utilities on-site identified before initiating any fieldwork activity.
- Before field investigations, a technical notification of the schedule and a request for information related to the project area will be sent to the tribes affiliated with the location of the project area. This technical notification does not replace any formal consultation required by the project.

¹ CONSULTANT shall upload any Historic Property Forms or Site Forms to WISAARD and leave them in draft status for RCO review.

- A full pedestrian survey of the project area will be completed. The pedestrian survey generally consists of walking transects in accessible areas of the project area to inspect for evidence of cultural resources.
- Up to ten (10) shovel probes will be excavated to a maximum depth of 1 meter at 20 m intervals within the project's direct impact areas. Shovel probes may be augmented by using a hand augur if warranted. All probes will be backfilled following the recording. Excavation will terminate upon the presence of glacial deposits or standing water.
- This SOW assumes no cultural resources will be encountered in the project area. If cultural resources are identified, a separate cost estimate or amendment will be prepared for the client.
- If the project's horizontal/vertical limits are changed at any time, a contract amendment may be warranted.
- CONSULTANT is not liable for any damage to utilities, irrigation, or landscaping that could result from the survey activities.
- If the project area lies within an active homeless camp and/or contains biohazard waste, the client will have law enforcement vacate the property before the field survey activities and/or provide services of a third-party biowaste management company as applicable, or the survey will be rescheduled until the project area is confirmed safe for CONSULTANT staff to access.

TASK 4.3 DRAFT/FINAL CULTURAL RESOURCE ASSESSMENT REPORT

CONSULTANT will prepare a cultural resource assessment report that adheres to the standards documented in the DAHP's Washington State Standards for Cultural Resources Reporting (updated 4/19/2023). The report will include relevant project information and maps and provide a discussion on the environmental and cultural contexts, land-use patterns, and previously conducted cultural resources studies and findings within and within a one-mile radius of the project area. The one-mile radius may be altered depending on the scope of the project at the discretion of CONSULTANT. The report will also include methods used to survey the project area and findings and determine the likelihood that the project will impact potential cultural resources. If necessary, based on the regulatory needs of the project, the report will also include a National Register evaluation of any identified cultural resources. CONSULTANT will submit the report to the client for review and allow for one round of comments. The final report will be suitable for submission to DAHP, the lead agency, and affected tribes.

Assumptions:

- This task assumes one client review round of comments will be incorporated into the final report. If additional review rounds are warranted due to various agency inputs, a contract amendment will address the labor hours associated with multiple revisions and the internal quality assurance/quality control (QA/QC) process.
- The final report deliverable will be provided in electronic PDF format. If hard copies are requested, the direct expense and labor associated with report binding and printing production will be covered under the contract amendment.

Deliverables

Deliverables will be in electronic PDF format and submitted to the client via email for review and comment. CONSULTANT will incorporate one round of comments from the client and revise the report and associated forms, if necessary, before final submission to the client. CONSULTANT will email the final deliverables to the client in electronic PDF format. CONSULTANT will email a final report deliverable PDF to the client and upload the final report as a draft in the DAHP WISAARD database. If requested/approved, CONSULTANT will submit the final report and associated forms to the DAHP WISAARD database.

TASK 5. CONCEPTUAL DESIGN AND ALTERNATIVE ANALYSIS

The CONSULTANT will work with the COUNTY to develop a water crossing stream design that meets WAC 220-660-190. The CONSULTANT will provide conceptual design inputs, including stream alignment, typical

sections, bankfull width, profile, streambed substrate gradation, bank/channel stabilization elements, and other pertinent criteria to COUNTY to meet WDFW design criteria (Task 2). The CONSULTANT provide geotechnical information to support development of crossing designs (Task 3).

The CONSULTANT will develop 3 crossing concepts. This will include stream design elements and structures.

Assumptions:

- County will develop CAD drawings that compile the elements of roadway, stream, and structure designs for the three alternatives.
- County will develop quantities and cost estimates for non-structure elements

Deliverables

- Conceptual level sketches for 3 alternatives (PDF format)
- Structure Quantities and structure cost estimates

TASK 6. TYPE SIZE AND LOCATION REPORT

The CONSULTANT will prepare a Type, Size, and Location report for the County selected alternative. If necessary, CONSULTANT will perform structural analysis to support TS&L level plans for the one selected structural alternative.

Assumptions:

- County will develop CAD drawings that compile the elements of roadway, stream, and structure designs for the selected alternative.
- County will develop quantities and cost estimates for non-structure elements

Deliverables

- Plan, Elevation, and Typical Section (2 sheets) for the selected structure alternative (AutoCAD format)
- Structure Quantities and structure cost estimates
- Type Size and Location Report (Draft and Final) in PDF format.

Exhibit B
DBE Participation

No DBE goal.

Agreement Number:

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Provided by Agency - AutoCAD Civil 3D

B. Roadway Design Files

Collaborative between Agency and Consultant - AutoCAD Civil 3D

C. Computer Aided Drafting Files

AutoCAD Civil 3D

Agreement Number:

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

The Agency shall have the right to review all work by the Consultant for this project.

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

The Agency shall provide topographic and Right of Way survey and roadway plans

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

Agency responsible for services not explicitly provided for in the scope of work including roadway design, civil design, and environmental field studies (other than those associated with Cultural Resources), design services beyond 30%.

Agreement Number:

II. Any Other Electronic Files to Be Provided

Consultant shall provide Geotechnical, Hydraulic, and Structural Reports - in PDF format.

III. Methods to Electronically Exchange Data

Electronic data shall be shared via email or electronic file sharing service.

A. Agency Software Suite

AutoCAD Civil 3D, Microsoft Office, Bluebeam

B. Electronic Messaging System

Electronic messaging shall be by email.

C. File Transfers Format

Electronic file transfers shall be shared via email or electronic file sharing service.

Exhibit D
Prime Consultant Cost Computations

Agreement Number:

Exhibit D-3
Consultant Fee Determination - Summary Sheet

Lewis County

Task Description: Newaukum Valley Road at Allen Creek Culvert

Consultant Fee Determination

Consultant: Exeltech Consulting

Exeltech Project # 54XXXXX

Code	Classification	Est.		Rate	Dollars
LABOR		Hours			
	Deputy	91	x	\$87.79 =	\$7,988.89
	Bridge Engineer 7	103	x	\$78.40 =	\$8,075.20
	Civil Engineer 2	23	x	\$45.00 =	\$1,035.00
	Engineer	148	x	\$38.90 =	\$5,757.20
	Drafting Technician 3	34	x	\$41.55 =	\$1,412.70
	0	0	x	=	\$0.00
	0	0	x	=	\$0.00
	Total Hours	399			
	Total DSC			=	\$24,268.99

Overhead (OH Cost -- including Salary Additives)

OH Rate x DSC of	179.32%	x	\$ 24,268.99	=	\$43,519.15
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Fixed Fee (FF):

FF Rate x (DSC + OH)	10.00%	x	\$67,788.14	=	\$6,778.81
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Subtotal

\$74,566.95

Reimbursables

Itemized	Quantity	Units	Rate	In Scope
Meals and Lodging		each @	=	\$0.00
Mileage	800	each @	\$0.700 =	\$560.00
Reimbursables Total				560.00

NOTE:

Meals and lodging shall be reimbursed at cost (invoices required) in accordance with WSDOT Accounting Manual M 13-82,
Chapter 10 - Travel Rules and Procedures and all revisions thereto.

Mileage shall be reimbursed at current IRS rates

Backup documentation shall be required for reimbursable costs. Eligible reimbursables shall be paid at cost

Exeltech Subtotal

\$75,126.95

Subconsultant Costs

\$159,050.97

Shannon & Wilson	\$146,751.51
Aqua Terra Cultural Resources	\$12,299.46

Grand Total

\$234,177.92

Exeltech							Shannon and Wilson								
	Deputy	Bridge Engineer 7	Civil Engineer 2	Engineer	Drafting Technician 3	Total Exeltech Labor Hours	VP/Sr. Consultant	Sr. Associate	Sr. Pro III	Sr. Pro II	Pro IV	Pro III	Pro II	Sr. Office Services	Total S&W Labor Hours
TASK 1. PROJECT MANAGEMENT															
Hours - Task 1	51	21				72		24	10						34
	51	21				72	0	24	10	0	0	0	0	0	34
TASK 2. HYDROLOGIC, HYDRAULIC, AND GEOMORPHIC ANALYSIS															
Hours - Task 2	8	8				16	3	54		60	249				366
	8	8				16	3	54	0	60	249	0	0	0	366
TASK 3. GEOTECHNICAL ANALYSIS															
Hours - Task 3	8	8				16	6		117			74	85	22	304
	8	8				16	6	0	117	0	0	74	85	22	304
TASK 4. CULTURAL RESOURCES INVESTIGATION															
	4					4									
Hours - Task 4	4	0	0	0	0	4	0	0	0	0	0	0	0	0	0
TASK 5. CONCEPTS															
	10	46	23	116	22	217									
Hours - Task 5	10	46	23	116	22	217	0	0	0	0	0	0	0	0	0
TASK 6. TYPE SIZE AND LOCATION REPORT															
	10	20		32	12	74									
Hours - Task 6	10	20	0	32	12	74	0	0	0	0	0	0	0	0	0
Total Hours	91	103	23	148	34	399	9	78	127	60	249	74	85	22	704

	Aqua Terra					Total Aqua Terra Labor Hours	Total Project Hours
	Principal Investigator	Senior Archaeologist	Project Archaeologist	Cultural Resource Specialist			
TASK 1. PROJECT MANAGEMENT							
Hours - Task 1							106
TASK 2. HYDROLOGIC, HYDRAULIC, AND C							
Hours - Task 2							382
TASK 3. GEOTECHNICAL ANALYSIS							
Hours - Task 3							320
TASK 4. CULTURAL RESOURCES INVESTIGA							
Hours - Task 4	25	18	45	39	127		
TASK 5. CONCEPTS							
Hours - Task 5							217
TASK 6. TYPE SIZE AND LOCATION REPOR							
Hours - Task 6							74
Total Hours	25	18	45	39	127		1,230



Newaukum Valley Road at Allen Creek Culvert

Exeltech Consulting, Inc.

8729 Commerce Place Dr. NE, Suite A

Lacey, WA 98516

[illegible]



**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

July 2, 2025

Bowman Consulting Group, LLC
12355 Sunrise Valley Dr, STE 520
Reston, VA 20191

Subject: Acceptance FYE 2024 ICR – CPA Report

Dear Andrew Borgquist:

We have accepted your firm's FYE 2024 Indirect Cost Rate (ICR) of 179.32% of direct labor based on the "Independent CPA Report" prepared by KatzAbosch. 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 consultantrates@wsdot.wa.gov.

Regards,

Schatzie Harvey

Schatzie Harvey (Jul 3, 2025 07:04 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH: kb

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.

Agreement Number:

Exeltech							Shannon and Wilson								
	Deputy	Bridge Engineer 7	Civil Engineer 2	Engineer	Drafting Technician 3	Total Exeltech Labor Hours	VP/Sr. Consultant	Sr. Associate	Sr. Pro III	Sr. Pro II	Pro IV	Pro III	Pro II	Sr. Office Services	Total S&W Labor Hours
TASK 1. PROJECT MANAGEMENT															
	51	21				72		24	10						34
Hours - Task 1	51	21				72	0	24	10	0	0	0	0	0	34
TASK 2. HYDROLOGIC, HYDRAULIC, AND GEOMORPHIC ANALYSIS															
	8	8				16	3	54		60	249				366
Hours - Task 2	8	8				16	3	54	0	60	249	0	0	0	366
TASK 3. GEOTECHNICAL ANALYSIS															
	8	8				16	6		117			74	85	22	304
Hours - Task 3	8	8				16	6	0	117	0	0	74	85	22	304
TASK 4. CULTURAL RESOURCES INVESTIGATION															
	4					4									
Hours - Task 4	4					4	0	0	0	0	0	0	0	0	0
TASK 5. CONCEPTS															
	10	46	23	116	22	217									
Hours - Task 5	10	46	23	116	22	217	0	0	0	0	0	0	0	0	0
TASK 6. TYPE SIZE AND LOCATION REPORT															
	10	20		32	12	74									
Hours - Task 6	10	20		32	12	74	0	0	0	0	0	0	0	0	0
Total Hours	91	103	23	148	34	399	9	78	127	60	249	74	85	22	704

	Aqua Terra					
	Principal Investigator	Senior Archaeologist	Project Archaeologist	Cultural Resource Specialist	Total Aqua Terra Labor Hours	Total Project Hours
TASK 1. PROJECT MANAGEMENT						
Hours - Task 1						106
TASK 2. HYDROLOGIC, HYDRAULIC, AND C						
Hours - Task 2						382
TASK 3. GEOTECHNICAL ANALYSIS						
Hours - Task 3						320
TASK 4. CULTURAL RESOURCES INVESTIGA						
Hours - Task 4	25	18	45	39	127	
TASK 5. CONCEPTS	25	18	45	39	127	131
Hours - Task 5						217
TASK 6. TYPE SIZE AND LOCATION REPOR						
Hours - Task 6						74
Total Hours	25	18	45	39	127	1,230

Shannon and Wilson
Subconsultant Fee Determination - Summary Sheet

Lewis County
Task Description: Newaukum Valley Road at Allen Creek Culvert
Consultant Fee Determination
Consultant: Shannon & Wilson

Code	Classification	Est.		Rate	Dollars
LABOR		Hours			
	VP/Sr. Consultant	9	x	\$355.96 =	\$3,203.64
	Sr. Associate	78	x	\$259.69 =	\$20,255.82
	Sr. Pro III	127	x	\$212.18 =	\$26,946.86
	Sr. Pro II	60	x	\$212.18 =	\$12,730.80
	Pro IV	249	x	\$161.83 =	\$40,295.67
	Pro III	74	x	\$161.83 =	\$11,975.42
	Pro II	85	x	\$126.68 =	\$10,767.80
	Sr. Office Services	22	x	\$160.25 =	\$3,525.50
		0	x	=	\$0.00
		0	x	=	\$0.00
Total Hours		704			
Total DSC				=	\$129,701.51

Overhead (OH Cost -- including Salary Additives)

OH Rate x DSC of _____ x Included Above = \$0.00

Fixed Fee (FF):

FF Rate x DSC of _____ x Included Above = \$0.00

Subtotal **\$129,701.51**

Reimbursables

<u>Itemized</u>	Quantity	Units		Rate	In Scope
Mileage	1,400	miles	@	\$0.70 =	\$980.00
Traffic Control Sub	1	LS	@	\$3,000.00 =	\$3,000.00
Drilling Sub	1	LS	@	\$8,170.00 =	\$8,170.00
SW Geotech Testing	1	LS	@	\$4,000.00 =	\$4,000.00
Sample Storage	18	Months	@	\$50.00 =	\$900.00
			@	=	\$0.00
			@	=	\$0.00
			@	=	\$0.00
			@	=	\$0.00
			@	=	\$0.00
Reimbursables Total					17,050.00

NOTE:

Meals and lodging shall be reimbursed at cost (invoices required) in accordance with WSDOT Accounting Manual M 13-82, Chapter 10 - Travel Rules and Procedures and all revisions thereto.

Mileage shall be reimbursed at current IRS rates

Backup documentation shall be required for reimbursable costs. Eligible reimbursables shall be paid at cost

Shannon and Wilson Total **\$146,751.51**

SHANNON & WILSON, INC.
ACTUALS NOT TO EXCEED TABLE (ANTE)
WSDOT Y-TBD - Allen Creek (10% DSC+OH)
Labor Categories and Rates

July 1, 2025

Classification	Class Code	Direct Salary Cost NTE	Overhead 187.90% DSC NTE	Fee 10% DSC+OH NTE	Billing Rate NTE
Senior Vice President/President	T27 / T28 / T29	\$112.40	\$211.20	\$32.36	\$355.96
Associate Vice President/Vice President	T24 / T25	\$99.00	\$186.02	\$28.50	\$313.52
Senior Consultant	C22	\$104.20	\$195.79	\$30.00	\$329.99
Senior Associate	T23	\$82.00	\$154.08	\$23.61	\$259.69
Consultant	C20	\$83.60	\$157.08	\$24.07	\$264.75
Associate	T22	\$76.50	\$143.74	\$22.02	\$242.27
Senior Professional II/III	T19 / T20	\$67.00	\$125.89	\$19.29	\$212.18
Senior Professional I	T18	\$53.00	\$99.59	\$15.26	\$167.85
Professional III/IV	T16 / T17	\$51.10	\$96.02	\$14.71	\$161.83
Professional I/II	T14 / T15	\$40.00	\$75.16	\$11.52	\$126.68
Instrumentation Specialist	S19	\$57.00	\$107.10	\$16.41	\$180.51
Senior Technical Services	S17	\$51.30	\$96.39	\$14.77	\$162.46
Technical Services IV	S15	\$42.70	\$80.23	\$12.29	\$135.23
Technical Services I/II/III	S09 / S11 / S13	\$35.70	\$67.08	\$10.28	\$113.06
Senior Office Services	A17 / A19	\$50.60	\$95.08	\$14.57	\$160.25
Office Services I/II/III/IV	A11 / A13 / A15	\$35.00	\$65.77	\$10.08	\$110.84
Office Services I	A07 / A09 / A10	\$29.00	\$54.49	\$8.35	\$91.84

Invoiced costs may not exceed the NTE rate per classification

WSDOT Classification
DEPUTY
DIRECTOR
DIRECTOR
TRANSPORTATION TECHNICAL ENGINEER
TRANSPORTATION TECHNICAL ENGINEER
TRANSPORTATION ENGINEER 5
TRANSPORTATION ENGINEER 4
TRANSPORTATION ENGINEER 3
TRANSPORTATION ENGINEER 3
TRANSPORTATION ENGINEER 2
TRANSPORTATION ENGINEER 4
CIVIL ENGINEER 3
CIVIL ENGINEER 2
TRANSPORTATION TECHNICIAN 3
BUDGET ANALYST 3
ADMINISTRATIVE ASSISTANT 5
ADMINISTRATIVE ASSISTANT 3



**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

July 8, 2025

Shannon & Wilson, Inc
P.O. Box 300303
Seattle, WA 98103-9703

Subject: Acceptance FYE 2024 ICR – Cognizant Review

Dear Gary Lunceford:

We have accepted your firm's FYE 2024 Indirect Cost Rate (ICR) of 187.90% (rate includes .47% Facilities Capital Cost of Money) of direct labor based on the "Cognizant Review" from Cordell, Neher and Company, PLLC. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

If you have any questions, feel free to contact our office at (360) 704-6397 or via email consultantrates@wsdot.wa.gov.

Regards,

Schatzie Harvey
Schatzie Harvey (Jul 8, 2025 15:27 PDT)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH:kb

Aqua Terra
Subconsultant Fee Determination - Summary Sheet

Lewis County

Task Description: Newaukum Valley Road at Allen Creek Culvert

Consultant Fee Determination

Consultant: Aqua Terra

Code	Classification	Est.		Rate	Dollars
LABOR		Hours			
	Principal Investigator	25	x	\$187.31 =	\$4,682.75
	Senior Archaeologist	18	x	\$104.90 =	\$1,888.20
	Project Archaeologist	45	x	\$69.93 =	\$3,146.85
	Cultural Resource Specialist	39	x	\$64.94 =	\$2,532.66
	0	0	x	=	\$0.00
	Total Hours	127			
	Total DSC			=	\$12,250.46

Overhead (OH Cost -- including Salary Additives)

OH Rate x DSC of _____ x Included Above = \$0.00

Fixed Fee (FF):

FF Rate x DSC of _____ x Included Above = \$0.00

Subtotal \$12,250.46

Reimbursables

<u>Itemized</u>	Quantity	Units		Rate	In Scope
Lodging*	0	nights	@	\$155.00 =	\$0.00
Meals*	0	days	@	\$86.00 =	\$0.00
Mileage	70	miles	@	\$0.70 =	\$49.00
Reimbursables Total					<u>49.00</u>

NOTE:

Meals and lodging shall be reimbursed at cost (invoices required) in accordance with WSDOT Accounting Manual M 13-82, Chapter 10 - Travel Rules and Procedures and all revisions thereto.

Mileage shall be reimbursed at current IRS rates

Backup documentation shall be required for reimbursable costs. Eligible reimbursables shall be paid at cost

Aqua Terra Total \$12,299.46



**Washington State
Department of Transportation**

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

August 13, 2024

Sarah Amell, Principal
Aqua Terra Cultural Resource Consultants
8525 Toney Creek Lane SW
Olympia, WA 98512-2150

Re: Aqua Terra Cultural Resources Consultants
Safe Harbor Indirect Cost Rate Extension

Dear Sarah:

Washington State has received approval from our local Federal Highway Administration (FHWA) Division to continue administering the "safe harbor" indirect cost rate program on engineering and design related service contracts, as well as for Local Public Agency projects.

We completed our risk assessment for Aqua Terra Cultural Resource Consultants in October 2014. Our assessment was conducted based on the documentation provided by the firm. The reviewed data included, but was not limited to, a description of the company, basis of accounting, accounting system and the basis of indirect costs. Based on our review, we found the firm eligible to use the Safe Harbor rate. Aqua Terra Cultural Resource Consultants opted to use the Safe Harbor rate, rather than provide a FAR-compliant rate.

Based on further review and discussion with the firm, we are issuing an extension of the Safe Harbor Indirect Cost Rate of 120% of direct labor with a field rate, where applicable, of 90% of direct labor for Aqua Terra Cultural Resource Consultants.

Aqua Terra Cultural Resource Consultants agreed to improve Internal Controls and timekeeping processes to be able to develop an Indirect Cost Rate Schedule in the future in accordance with the Federal Acquisition Regulations (FAR), Subpart 31. The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide. You may use the Safe Harbor Rate of 120%, or 90% for field office situations, for agreements entered prior to June 30, 2025. For agreements entered after this date, please contact the WSDOT Consultant Services Office (CSO) or our office for guidance.

The Safe Harbor Rate will not be subject to audit. Please coordinate with CSO or your Local Programs contact if you have questions about when to apply the Safe Harbor rate to your agreement.

If you have any questions, please contact Steve McKerney or me at (360)705-7799.

Sincerely,

Jarron Elter
Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit
Maryna Ya
File

Actuals Not To Exceed Table (ANTE)

WSDOT Agreement: Y-12756 Aqua Terra Cultural Resource Consultants 8525 Stoney Creek Lane SW Olympia, WA 98512 Home Rate Rate Effective Date: September 1, 2024 - June 30, 2025				
Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE 120.00%	Fixed Fee NTE 29.75%	All Inclusive Hourly Billing Rate NTE
Principal Investigator	\$75.00	\$90.00	\$22.31	\$187.31
Senior Archaeologist	\$42.00	\$50.40	\$12.50	\$104.90
Administrative/Office Manager	\$28.00	\$33.60	\$8.33	\$69.93
Project Archaeologist	\$28.00	\$33.60	\$8.33	\$69.93
CR Team Lead	\$39.00	\$46.80	\$11.60	\$97.40
Cultural Resource Specialist	\$26.00	\$31.20	\$7.74	\$64.94
Cultural Resource Technician	\$25.00	\$30.00	\$7.44	\$62.44

WSDOT Agreement: Y-12756 Aqua Terra Cultural Resource Consultants 8525 Stoney Creek Lane SW Olympia, WA 98512 Field Rate Rate Effective Date: September 1, 2024 - June 30, 2025				
Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead 90.00%	Fixed Fee 29.75%	All Inclusive Hourly Billing
Principal Investigator	\$75.00	\$67.50	\$22.31	\$164.81
Senior Archaeologist	\$42.00	\$37.80	\$12.50	\$92.30
Administrative/Office Manager	\$28.00	\$25.20	\$8.33	\$61.53
Project Archaeologist	\$28.00	\$25.20	\$8.33	\$61.53
CR Team Lead	\$39.00	\$35.10	\$11.60	\$85.70
Cultural Resource Specialist	\$26.00	\$23.40	\$7.74	\$57.14
Cultural Resource Technician	\$25.00	\$22.50	\$7.44	\$54.94

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 _____
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters -
Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Exeltech Consulting Inc., a Bowman Company
whose address is
8729 Commerce Place Dr. NE, Ste A, Lacey WA 98516
and that neither the above firm nor I have:

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

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

Exeltech Consulting Inc., a Bowman Company

Consultant (Firm Name)


Signature (Authorized Official of Consultant)

7/31/2025
Date

Agreement Number:

Exhibit G-1(b) Certification of Agency

I hereby certify that I am the:

☒ *Director*

☐ Other

of the Lewis County Public Works, and Exeltech Consulting Inc., a Bowman Company 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 Federal Highway Administration 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

8/8/25

Date

Agreement Number:

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

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust 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.

Exeltech Consulting Inc., a Bowman Company

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

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

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

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

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

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

Exeltech Consulting Inc., a Bowman Company

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

7/31/2025

Date

Agreement Number:

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of Newaukum V. Rd Allen Crk Fish Passag* are accurate, complete, and current as of July 17, 2025 **.

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: Exeltech Consulting Inc., a Bowman Company

Signature 

Executive Vice President
Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

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

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

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

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

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

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

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

Notes: Cost of added insurance requirements: \$

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

Agreement Number:

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Agreement Number:

Step 5 Forward Documents to Local Programs

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

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

Agreement Number:

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

Agreement Number:

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

Agreement Number: