

Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): Shea, Carr & Jewell, Inc.	
Address 8730 Tallon Lane NE, Suite 200, Lacey, WA 98516	Federal Aid Number NA
UBI Number 602 612 261	Federal TIN or SSN Number 20-4834444
Execution Date	Completion Date 12/31/2016
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Project Title North Lewis County - Industrial Access	
Description of Work The North Lewis County Industrial Access Study will investigate alternative routes utilizing existing interchanges, existing local roadway improvements, and the feasibility of a new interchange between Harrison Avenue (Exit 82) and Grand Mound (Exit 88). Phase 1 will allow for investigation and discovery to build a better foundation and understanding of key issues and priorities and work with stakeholders to achieve a consensus on purpose and need for the project and the methods and assumptions that will guide the analysis in Phase 2. Phase 2 will encompass an alternatives analysis to identify and evaluate potential solutions to meet the goal of the project.	
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation
Maximum Amount Payable: \$138,164.00	

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
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

Agreement Number:

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the County of Lewis 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.

Agreement Number:

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.

The CONSULTANT, on a monthly basis, is required to submit DBE Participation of the amounts paid to all DBE firms invoiced for this AGREEMENT.

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: Tim Elsea, PE
Agency: Lewis County
Address: 2025 NE Kresky Ave.
City: Chehalis State: WA Zip: 98532
Email: Tim.Elsea@lewiscountywa.gov
Phone: 360-740-2697
Facsimile: 360-740-1479

If to CONSULTANT:

Name: Eric Johnston, PE
Agency: Shea, Carr & Jewell, Inc.
Address: 8730 Tallon Lane NE, Suite 200
City: Lacey State: WA Zip: 98516
Email: ericj@scjalliance.com
Phone: 360-352-1465
Facsimile: 360-352-1509

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 conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must 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.

Agreement Number:

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. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fixed Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits "D" and "E" attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT's direct labor rates and indirect cost rate computations and agreed upon fixed fee. The accepted negotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgement, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits "D" and "E" shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits "D" and "E", will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fixed fee as identified in Exhibits "D" and "E" shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rates under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY's option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgement.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fixed fee (profit) percentage. The CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fixed fee.

Agreement Number:

- B. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. 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 lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all 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 these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- C. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum 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.
- D. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- E. **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 SERVICES under this AGREEMENT, contingent 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. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," 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.

- F. **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.

Agreement Number:

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

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

Agreement Number:

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 at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

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

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

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

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

Agreement Number:

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

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

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

Agreement Number:

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 by the Parties.

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

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

Agreement Number:

Insurance Coverage

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

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

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

Name: Tim Elsea
Agency: Lewis County
Address: 2025 Kresky Ave.
City: Chehalis State: WA Zip: 98532
Email: Tim.Elsea@lewiscountywa.gov
Phone: 360-740-2697
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 or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

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

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

Agreement Number:

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

Agreement Number:

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

Agreement Number:

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

Agreement Number:

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

8/14/15

Date

Signature

Date

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

Agreement Number:

Exhibit A
Scope of Work

Project No.

Agreement Number:

Scope of Work
Exhibit A

North Lewis County Industrial Access

Prepared for: Lewis County Department of Public Works

Prepared by: Eric Johnston, PE, SCJ Alliance

Date: August 13, 2015

CONTEXT

Lewis County Public Works (CLIENT) is seeking to contract with the SCJ Alliance team (CONSULTANT) to investigate alternatives to improve access from the Interstate 5 corridor to industrial properties in northern Lewis County.

The bulk of the industrial lands in North Lewis County lie within the Port of Centralia industrial park northwest of Centralia and the Industrial Park at TransAlta (IPAT) approximately four miles east of Centralia on Big Hanaford Road. Access to these locations is problematic and has been the subject of multiple studies dating from the 1990s. Improvements planned, under construction or recently completed in the area include:

- I-5 through North Lewis and South Thurston Counties
- I-5 at the Harrison Avenue freeway interchange (Exit 82)
- Harrison Avenue within the city limits of Centralia
- I-5 at the Grand Mound freeway interchange (Exit 88)
- County roads within the Centralia UGA

Even taken together, these significant improvements are not projected to meet the access needs of industrial growth in the region or to accommodate the potential increase in traffic on I-5 due to industrial development in North Lewis County. The *2009 WSDOT North County Interchange Feasibility Study* concluded that further improvements to Harrison Avenue would be cost prohibitive as they might require the acquisition of existing businesses and that there was sufficient need and supporting data to warrant further consideration of a North County Interchange. The study recommended additional work to include preliminary engineering, traffic analysis and environmental review to address current and future traffic congestion and freight mobility needs in the area.

The North Lewis County Industrial Access Study will investigate alternative routes utilizing existing interchanges, existing local roadway improvements, and the feasibility of a new interchange between Harrison Avenue (Exit 82) and Grand Mound (Exit 88). This effort will require close coordination with affected jurisdictions in the area, including Thurston County

Public Works, Washington State Department of Transportation (WSDOT), the Confederated Tribes of the Chehalis Reservation and the City of Centralia. The major industrial entities in the area—the Port of Centralia and Industrial Park at TransAlta—will also be key stakeholders.

The County is funding this study via a Distressed Counties grant in the amount of \$500,000. The first phases of the project will complete a comprehensive alternatives analysis; should the preferred alternative include new access to I-5, following work will include preparation of an Interchange Justification Report (IJR) using Federal Highway Administration (FHWA) and Washington State Department of Transportation (WSDOT) guidance and NEPA and SEPA environmental documentation.

SCOPE SUMMARY

This scope of work provides detail of an early phase as well as an outline of the second phase tasks. Phase 1 will allow for investigation and discovery to build a better foundation and understanding of key issues and priorities and work with stakeholders to achieve a consensus on purpose and need for the project and the methods and assumptions that will guide the analysis in Phase 2. Phase 2 will encompass an alternatives analysis to identify and evaluate potential solutions to meet the goal of the project.

An initial set of assumptions for both phases is listed below:

1. The project team will establish regular project team meetings every two weeks to include up to four CONSULTANT staff.
2. Project management will include regular coordination with subconsultants.
3. CONSULTANT will coordinate and inventory data and CLIENT will help coordinate collection from various agencies.
4. CONSULTANT will develop a project ftp site or other large file transfer site.
5. STAKEHOLDERS include the COMMUNITY STAKEHOLDERS and City of Centralia, Washington State Department of Transportation, Southwest Region (WSDOT-SWR), Washington State Department of Transportation, OSC (WSDOT-OSC), FHWA, Thurston Regional Planning Council (TRPC), Southwest Regional Transportation Planning Organization (SWRTPO), Thurston County, Twin Transit, Chehalis Tribe, Port of Centralia, Centralia-Chehalis Chamber of Commerce Lewis County Economic Development Council, and Industrial Park at Trans Alta.

PHASE 1 - PROJECT DEFINITION

This phase of the project will conduct discovery through stakeholder interviews, data review and data collection. The goal of this phase will be to establish the project vision, goals and purpose and need and to define the project methods and assumptions document.

1. **Project Management** – Project management occurs throughout the different project phases and includes regular coordination with the CLIENT and CONSULTANT team members and their subconsultants and regular progress reporting.

Deliverable: Invoices and progress reporting; meeting summaries

2. **Stakeholder Interviews** – To gain a broader understanding of diverse interests in a long-term access solution for North Lewis County, the CONSULTANT will solicit up to 20 one-on-one interviews with a range of stakeholders, including elected officials, local agency technical staff and community and business stakeholders that have an interest or influence over transportation, circulation and access. The interviews may include identification of best strategies for effective engagement with stakeholders and identification of key stakeholders. Interviews will also inquire and investigate key challenges, and opportunities for access and circulation in North Lewis County. CLIENT will provide an initial list of up to 20. The CONSULTANT will prepare a draft and final script and a draft and final summary of responses. If vacations and other schedule conflicts make reaching stakeholders difficult, the CONSULTANT will fulfill a minimum of 12 individual meetings.

Deliverable: Draft and final script and summary of at least 12 and up to 20 one-on-one interviews

3. **Purpose and Need Workshop and Partnering Agreement** – Based on the feedback and summary of stakeholder interviews and review of other policy documents, the CONSULTANT will develop draft materials to support a partnering workshop. The results of this workshop will be:
 - a. A signed partnering agreement that includes a concise vision and goals for the project
 - b. Defined roles and responsibilities
 - c. A decision-making process for the project
 - d. A draft project purpose and need that can serve as guidance for evaluation and development of solutions

The draft purpose and need will be developed to be used as a guiding document for a future IJR and NEPA documentation.

Deliverable: Workshop materials and a draft and final signed partnering agreement that includes a concise Vision/Goals, draft Purpose and Need, and a decision-making process.

4. **Draft Stakeholder/Public Engagement Plan** – Based on feedback from the stakeholder interviews, CONSULTANT will develop a tailored stakeholder and public engagement

plan that confirms the outreach goals, defines key messages, summarizes a stakeholder analysis, provides a schedule of public outreach events, and provides a list of outreach strategies. Key project milestones for outreach are assumed to be:

- a. Confirming existing and future needs
- b. Establishing a broad range of solutions
- c. Evaluation and selection of a preferred solution

Potential strategies for outreach to stakeholders may include but are not limited to:

- **Facilitated Executive Steering Committee Meetings** – Quarterly meetings of agency execs with authority for key project decisions. Assume two meetings during Phase 1.
- **Facilitated Technical Advisory Committee Meetings** – Bi-monthly (or more frequent as deemed appropriate) agency technical advisory committee meetings to review technical products and provide guidance. Assume three meetings during this Phase 1.
- **Briefing and speakers kits** – To communicate with committees and other stakeholders.
- **Facilitated workshops and public open houses** – Include opportunities to bring diverse and knowledgeable perspectives together to help develop solutions.
- **One-on-one meetings** – To garner feedback on specific areas, sub-areas, or local design issues.
- **Graphic Identity/Brand** – Develop graphic standards and a graphic identify for the project.
- **Drop-ins and meet-ups** – Prepare materials and briefing kit for potential community drop-ins and/or meet-ups.
- **Graphic materials development** – Develop graphic and print materials including flyers or folios and presentations.
- **Related Stories for publications and other media** – Develop detailed content and stories for media.
- **Web Surveys** – Develop up to two surveys to gauge interest in various concepts.

Deliverable: Draft and final engagement summary prepare for, attend and facilitate up to two Executive Steering Committee Meetings and up to three Technical Advisory Committee Meetings. Materials for meetings will be limited to schematics and flow charts and draft narratives (no engineered drawings or schematics).

5. **Data and Analysis Tool Inventory** – As part of stakeholder interviews, the CONSULTANT will inquire about relevant, available, and existing data and all available analytical tools that are available and may be useful for this project to support transportation analysis, design, and environmental review. The CONSULTANT will define data needs from local

agencies including mapping, design plans, transportation data and environmental constraints and prepare a data collection memo for CLIENT. Data may need to be acquired from various agencies. The CONSULTANT will work through CLIENT to collect data from a variety of agencies and other sources. The CONSULTANT will develop an inventory of available data and identify data gaps. Where data gaps exist, the CONSULTANT will recommend ways to address gaps either by collecting new data or finding surrogate data.

Deliverables: Data inventory and gap analysis memo

6. **Draft Methods and Assumptions** – Based on stakeholder interviews, data collection, project partnering discussions, and the defined vision and purpose and need, CONSULTANT will develop a draft Methods & Assumptions (M&A) document that addresses key analyses and project assumptions including:

- Analysis years
- Study Area Limits
- Traffic Forecasting Methodology
- Scenarios
 - Background assumptions
 - Background network
- Traffic Operations Analysis Methods
- Safety Analysis Methods
- Measures of Effectiveness Thresholds

The Methods and Assumptions document will be reviewed with key stakeholders and endorsed per WSDOT Design Manual Chapter 550.

Deliverables: Draft and Final signed Methods and Assumptions Document

7. **Develop Alternatives Analysis Scope of Work** – The CONSULTANT will prepare a scope of work for Phase 2, the alternatives analysis. The scope of work will likely include many of the elements described below as anticipated efforts for Phase 2.

Deliverables: Scope of Work for Phase 2

PHASE 2 - ALTERNATIVES ANALYSIS

The Phase 2 tasks described below will be further defined with input from Phase 1. At this point in the project, these tasks and products are anticipated to be needed as part of the alternatives analysis.

Technical working products will be developed as working draft technical memos and reviewed with key stakeholders as part of the support technical team. Draft documents will be revised to

reflect comments from the stakeholders and then finalized. All materials, specifically graphics, will be developed to be forward compatible with the assumption that the materials could be included in an Interchange Justification Report and environmental documents.

Transportation Analysis – The CONSULTANT will develop an assessment of existing and future Baseline transportation conditions including development of travel demand, an assessment of collisions, operations, travel patterns for alternatives for scenarios as described in the Methods and Assumptions.

Design Assumptions – The CONSULTANT will develop a memo outlining design assumptions including design standards and level of design accuracy to be applied for a design workshop. This analysis may also describe assumptions for developing opinions of cost.

Solutions Development Workshop – The CONSULTANT will prepare for and facilitate a Design Workshop to define a broad range of solutions with project partners.

Environmental Scan – The CONSULTANT will develop a draft and final Environmental Scan that includes an inventory of known environmental opportunities and constraints including built and natural environmental features.

Evaluation and screening – The CONSULTANT will develop an evaluation and screening process memo that outlines how the purpose and need will apply to potential solutions and the tiered evaluation process.

Broadest range of solutions – The CONSULTANT will develop an initial range of solutions based on a design workshop. Solutions will initially be developed as single line drawings for efficient assessment and equal treatment. As design progresses and solutions are reduced, designs will be developed as double line drawings.

Evaluation of solutions – The CONSULTANT will develop an initial evaluation of solutions that reflect a limited screening such as meeting the purpose and need and recommend solutions for further analysis.

Refine and revise solutions – The CONSULTANT will refine and revise solutions and develop a secondary evaluation of solutions taking into account environmental and design constraints, transportation effectiveness and community values.

Preferred solutions – The CONSULTANT will refine and revise solutions to develop a preferred set of solutions, including traffic and transportation and safety analysis, an implementation plan, staging and phasing opportunities, funding strategy and environmental strategy.

Continued outreach – The CONSULTANT will continue stakeholder outreach in the second phase including open house meetings at key milestones.

Potential Deliverables:

- Draft and final technical memos that are forward compatible for each element above
- Preparation, facilitation and summary of a design workshop
- Draft and final access feasibility study

FUTURE PHASE 3 WORK ELEMENTS

Following the completion of the Phase 2 Alternatives Analysis, the CONSULTANT will develop future work plans and budgets based on available funding to complete the following future deliverables:

- Potential Interchange Justification Report (IJR)
- NEPA/SEPA Documentation
- Final Engineering Plan Approval for Selected Alternative

The scope and process required to gain approvals for these future work items will be determined during the Phase 2 effort.

CONTRACTING

Based on the project context and parameters noted above, the CONSULTANT team will perform the Phase 1 and Phase 2 work under a single contract with Lewis County. The initial Phase 1 work and budget will be defined in the initial contract. Phase 2 work and budget will be defined and authorized in a Supplemental Agreement. It is the project team's understanding that both Phases 1 and 2 will commence within the next six months, and staff resources have been allocated appropriately.

If further phases of work are identified through this project (the need for an IJR or NEPA documentation, for example), those phases will be added via additional Supplemental Agreements.

Master Contract and Supplemental Agreements will be prepared consistent with WSDOT's Local Agency Guidelines.

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

ASCII files and AutoCAD Civil 3D base files.

B. Roadway Design Files

Electronic versions in Microsoft programs of PDF

C. Computer Aided Drafting Files

AutoCAD "E" Transmit (electronic files, base files, sheet files and resource files)

Agreement Number:

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

AGENCY may review CONSULTANT's AutoCAD Civil 3D files at CONSULTANT's office at any time with one weeks notice.

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

Final deliverables will be emailed or placed on the SCJ Files FTP Site (large files).

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

Agreement Number:

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

Deliverables to be downloaded and uploaded by either SCJ Files FTP site or e-mail.

A. Agency Software Suite

B. Electronic Messaging System
Standard email practice.

C. File Transfers Format
SCJ Files (FTP Site)

Exhibit D
Prime Consultant Cost Computations

Agreement Number:

Consultant Labor Hour Estimate
Exhibit D-1



	Perry	Eric	Scott	Dan P	Thera B	Dan I	George	Anne	Ryan	Matt	Laura	Pam	Lisa	Madeline	Allsea		
Task No.	Task Description	Proposed Engineer	Financial Engineer	Alternative Processes	Site Planning/Mapping	CE Project Manager	Project Manager	CE/DES Planning	CE/DES Consultant	Survey Planning	Survey Design	Hydrology	Construction/Operations Director	Project Administration	Public Coordination	Project Coordinator	
Phase 1																	
Task 1	Project Management																
1	Progress Reports		4.0													8.0	12.0
2	Monthly Invoices		6.0										2.0	4.0	4.0		18.0
3	Coordination Meetings	8.0	20.0		8.0	6.0										8.0	52.0
4	Project Review	8.0	32.0														40.0
	Subtotal Hours:	16.0	64.0		8.0	6.0							2.0	4.0		20.0	122.0
Task 2	Stakeholder Interviews																
1	One On One Interviews (20)		40.0		20.0	8.0											68.0
2	Prepare Draft Script		4.0		1.0	1.0											6.0
3	Prepare Final Script		2.0														2.0
4	Prepare Summary of Responses		12.0		4.0											8.0	24.0
	Subtotal Hours:		58.0		25.0	9.0										8.0	100.0
Task 3	Purpose and Need Workshop & Partnering Agreement																
1	Draft Partnering Agreement	2.0	4.0														6.0
2	Draft Roles & Responsibilities		4.0														4.0
3	Draft Decision Making Chart		4.0								4.0						8.0
4	Draft Purpose and Need	2.0	6.0			2.0					4.0					2.0	18.0
5	Workshop	4.0	6.0			4.0					4.0					1.0	21.0
	Subtotal Hours:	8.0	28.0			6.0					12.0					3.0	57.0
Task 4	Draft Stakeholder/Public Engagement Plan																
1	Executive Steering Committee Meetings (assume 2)	6.0	6.0		3.0	3.0	3.0				4.0	3.0				4.0	34.0
2	Technical Advisory Committee Meetings (assume 3)	3.0	12.0			9.0										6.0	30.0
3	Graphic Exhibit and Materials Development		6.0								20.0	2.0					30.0
4	Develop Web Surveys		2.0								8.0	2.0					12.0
5	Prepare Public Engagement Plan		6.0								4.0	4.0				2.0	18.0
	Subtotal Hours:	9.0	36.0		3.0	12.0	3.0				36.0	11.0				12.0	124.0
Task 5	Data Analysis Tool Inventory																
1	Coordination and Data Gathering with Agencies		4.0			8.0											12.0
2	Data Review and Analysis		2.0		4.0	8.0											14.0
3	Prepare Summary Memorandum	1.0	2.0			4.0										2.0	9.0
	Subtotal Hours:	1.0	8.0		4.0	20.0										2.0	35.0
Task 6	Draft Methods and Assumptions																
1	Prepare Draft M&A Document		1.0														1.0
2	Stakeholder Confirmation Meeting		4.0														4.0
3	Finalize M&A Document		1.0														1.0
	Subtotal Hours:		6.0														6.0
Task 7	Develop Alternatives Analysis Scope of Work																
1	Prepare Draft SOW for Alternatives Analysis	1.0	4.0		4.0	4.0	4.0									8.0	25.0
2	Develop Alternatives Analysis Schedule	1.0	2.0		1.0	2.0	1.0				8.0						15.0
3	Confirm SOW with County		2.0														2.0
4	Confirm SOW with Stakeholders		2.0														2.0
	Subtotal Hours:	2.0	10.0		5.0	6.0	5.0				8.0					8.0	44.0
Total Hours All Tasks:		36.0	212.0		45.0	61.0	8.0				56.0	11.0	2.0	4.0		53.0	486.0
Total Direct Labor Estimate		\$3,168.00	\$15,476.00		\$2,700.00	\$3,660.00	\$392.00				\$2,128.00	\$462.00	\$106.00	\$104.00		\$1,379.00	\$25,574.00

Consultant Fee Determination

Exhibit D-2



SCJ Alliance

Client: Lewis County
 Project: North Lewis County Industrial Access
 Job #: P1566.01
 File #: 2015 08 27 P1566.01_fee estimate.xlsm

Consultant Fee Determination

SALARY COST

<u>Discipline</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Principal Engineer	36.0	\$88.00	\$3,168
Principal Engineer	212.0	\$73.00	\$15,476
Associate Principal	0.0	\$72.00	\$0
Sr. Project Manager	45.0	\$60.00	\$2,700
Sr. Project Manager	61.0	\$60.00	\$3,660
Project Manager	8.0	\$49.00	\$392
Sr. Trans Planner	0.0	\$58.00	\$0
Senior Consultant	0.0	\$68.00	\$0
Trans Planner	0.0	\$39.00	\$0
Senior Designer	0.0	\$39.00	\$0
Planner	56.0	\$38.00	\$2,128
Communications Director	11.0	\$42.00	\$462
Project Accountant	2.0	\$53.00	\$106
Project Coordinator I	4.0	\$26.00	\$104
Project Coordinator I	53.0	\$26.00	\$1,378
Subtotal:	488.0		Total Salary Cost \$29,574

OVERHEAD

Overhead Rate: 165.37% Direct Salary Cost: \$29,574 **Overhead Cost \$48,907**

FIXED FEE

Fixed Fee Rate: 30.00% Direct Salary Cost: \$29,574 **Fixed Fee Cost \$8,872**

TOTAL SALARY COST

Total Salary Cost \$87,353

SUBCONSULTANTS

Phase 1	Project Definition	Transpo	\$48,779
	Subconsultant Fee		\$48,779
	Subconsultant Markup: 0%		\$0
		Total Subconsultants	\$48,779

REIMBURSABLES

Copies, Reproductions, e	2.5%	of Total Salary Cost	\$739
Mileage:	2,250	miles at \$0.575	\$1,294
		Total Expenses:	\$2,033

SUBTOTAL (SALARY, SUBCONSULTANTS AND EXPENSES)

Subtotal (Salary, Subconsultants and Expenses) **\$138,164**

MANAGEMENT RESERVE FUND (MRF)

Management Reserve 0.0% of Subtotal **\$0**

Total Estimated Budget: \$138,164

Specific Rates of Pay - Fee Schedule
 Exhibit D-3



SCJ Alliance

Client: Lewis County

Project: N Lewis County Industrial Access Road Corridor Study

Job #: # P1566.01

June 25, 2015

Actuals Not To Exceed Billing Rate Table (ANTE)

Job Classifications	Direct Labor Rate Ranges NTE	Overhead 165.37% NTE	Fee 32.00% NTE	Total Hourly Billing Rates NTE
Principal Engineer	\$90.00	\$148.83	\$28.80	\$267.63
Principal Planner	\$81.00	\$133.95	\$25.92	\$240.87
Principal Landscape Architect	\$55.00	\$90.95	\$17.60	\$163.55
Associate Principal	\$72.00	\$119.07	\$23.04	\$214.11
Senior Consultant	\$71.00	\$117.41	\$22.72	\$211.13
Senior Project Manager	\$67.75	\$112.04	\$21.68	\$201.47
Project Manager	\$49.50	\$81.86	\$15.84	\$147.20
Project Engineer II	\$44.00	\$72.76	\$14.08	\$130.84
Project Engineer I	\$39.00	\$64.49	\$12.48	\$115.97
Senior Designer	\$39.00	\$64.49	\$12.48	\$115.97
Design Engineer	\$32.50	\$53.75	\$10.40	\$96.65
Landscape Architect	\$42.00	\$69.46	\$13.44	\$124.90
Landscape Designer	\$30.00	\$49.61	\$9.60	\$89.21
Senior Planner	\$49.00	\$81.03	\$15.68	\$145.71
Planner	\$39.00	\$64.49	\$12.48	\$115.97
Sr. Transportation Planner	\$49.50	\$81.86	\$15.84	\$147.20
Transportation Planner	\$39.00	\$64.49	\$12.48	\$115.97
Traffic Analyst	\$36.00	\$59.53	\$11.52	\$107.05
Environmental Scientist	\$49.00	\$81.03	\$15.68	\$145.71
Environmental Planner	\$38.00	\$62.84	\$12.16	\$113.00
Engineering Tech II	\$29.00	\$47.96	\$9.28	\$86.24
Project Coordinator II	\$33.00	\$54.57	\$10.56	\$98.13
Project Coordinator I	\$26.00	\$43.00	\$8.32	\$77.32
Administrative Assistant	\$20.00	\$33.07	\$6.40	\$59.47
Project Accountant	\$53.50	\$88.47	\$17.12	\$159.09
Information Technology Manager	\$42.00	\$69.46	\$13.44	\$124.90
Information Technology Specialist	\$37.00	\$61.19	\$11.84	\$110.03
Senior Marketing Coordinator	\$35.00	\$57.88	\$11.20	\$104.08
Communications Director	\$45.00	\$74.42	\$14.40	\$133.82

Invoiced hourly billing rates may be less than the rate shown per job classification, but may not exceed the NTE rate.

Exhibit E

Sub-consultant Cost Computations

There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

Agreement Number:

Consultant Labor Hour Estimate
 Exhibit E-1



Task No.	Task Description	Jon	Jeanne	Clyde	Alex	Designer	Walker	Michael	Pau/Xiaoyi	xx	xx	xx	xx	Anissa	Sophie	Others /u/ Weeks	Star
		Project Admin L1	Director L1	Project Admin L3	Engineer L3	Project Admin L4	Engineer L3	Project Admin L3	Engineer L3	Project Admin L2	Project Admin L1	Project Admin L1	Project Admin L4	Project Admin L4	Project Admin L3	Project Admin L1	
Phase 1																	
Task 1	Project Management																
1	Progress Reports		4.0											4.0		6.0	14.0
2	Monthly Invoices		4.0											4.0		6.0	14.0
3	Coordination Meetings	8.0	24.0														32.0
4	Project Review	8.0	4.0														12.0
	Subtotal Hours:	16.0	36.0											8.0		12.0	72.0
Task 2	Stakeholder interviews																
1	One On One Interviews (20)		10.0														10.0
2	Prepare Draft Script		4.0														4.0
3	Prepare Final Script		2.0														2.0
4	Prepare Summary of Responses		4.0														4.0
	Subtotal Hours:		20.0														20.0
Task 3	Purpose and Need Workshop & Partnering Agreement																
1	Draft Partnering Agreement		4.0														4.0
2	Draft Roles & Responsibilities		2.0													1.0	3.0
3	Draft Decision Making Chart	1.0	2.0													1.0	4.0
4	Draft Purpose and Need	2.0	6.0													1.0	9.0
5	Workshop	4.0	12.0													2.0	18.0
	Subtotal Hours:	7.0	26.0													5.0	38.0
Task 4	Draft Stakeholder/Public Engagement Plan																
1	Executive Steering Committee Meetings (assume 2)	4.0	8.0														12.0
2	Technical Advisory Committee Meetings (assume 3)	8.0	12.0														20.0
3	Graphic Exhibit and Materials Development																
4	Develop Web Surveys																
5	Prepare Public Engagement Plan																
	Subtotal Hours:	12.0	20.0														32.0
Task 5	Data Analysis Tool Inventory																
1	Coordination and Data Gathering with Agencies		4.0		2.0											1.0	7.0
2	Data Review and Analysis	4.0			6.0											1.0	11.0
3	Prepare Summary Memorandum		4.0													1.0	5.0
	Subtotal Hours:	4.0	8.0		8.0											3.0	23.0
Task 6	Draft Methods and Assumptions																
1	Prepare Draft M&A Document	6.0	4.0		8.0											4.0	22.0
2	Stakeholder Confirmation Meeting		4.0														4.0
3	Finalize M&A Document	4.0	3.0		6.0											2.0	15.0
	Subtotal Hours:	10.0	11.0		14.0											6.0	41.0
Task 7	Develop Alternatives Analysis Scope of Work																
1	Prepare Draft SOW for Alternatives Analysis	2.0	6.0		4.0												12.0
2	Develop Alternatives Analysis Schedule	2.0	6.0														8.0
3	Confirm SOW with County	2.0	4.0											2.0			8.0
4	Confirm SOW with Stakeholders	2.0	4.0											2.0			8.0
	Subtotal Hours:	8.0	20.0		4.0									4.0			36.0
	Total Hours All Tasks:	57.0	141.0		26.0									12.0		25.0	262.0
	Total Direct Labor Estimate:	\$3,970.62	\$9,490.71		\$1,206.24									\$445.68		\$585.26	\$15,798.51

Exhibit E-2
Subconsultant Fee Determination - Summary Sheet
(Specific Rates of Pay)
Fee Schedule

Subconsultant TRANSPO GROUP				
Discipline or Job Title	Hourly Rate	Overhead @ 169.57%	Profit @ 32.0%	Rate Per Hour
Principal L7	\$69.66	\$118.12	\$22.29	\$210.07
Director L7	\$67.31	\$114.14	\$21.54	\$202.99
Planner L6	\$85.00	\$144.13	\$27.20	\$256.33
Engineer L6	\$61.52	\$104.32	\$19.69	\$185.53
Engineer L5	\$50.24	\$85.19	\$16.08	\$151.51
Engineer L4	\$41.78	\$70.85	\$13.37	\$126.00
Planner L4	\$38.90	\$65.96	\$12.45	\$117.31
Project Admin L4 (Graphics)	\$43.63	\$73.98	\$13.96	\$131.57
Project Admin L4 (Project Coord)	\$37.14	\$62.98	\$11.88	\$112.00
Analyst L4	\$37.00	\$62.74	\$11.84	\$111.58
Engineer L3	\$38.46	\$65.22	\$12.31	\$115.99
Planner L3	\$32.69	\$55.43	\$10.46	\$98.58
Project Admin L3 (Project Coord)	\$29.22	\$49.55	\$9.35	\$88.12
Engineer L2	\$30.05	\$50.96	\$9.62	\$90.63
Analyst L2	\$27.95	\$47.39	\$8.94	\$84.28
Project Admin L2 (Project Coord)	\$28.79	\$48.82	\$9.21	\$86.82
Engineer L1	\$27.55	\$46.72	\$8.82	\$83.09
Planner L1	\$25.01	\$42.41	\$8.00	\$75.42
Analyst L1	\$23.56	\$39.95	\$7.54	\$71.05
Project Admin L1 (Project Coord)	\$22.51	\$38.17	\$7.20	\$67.88
Intern L1	\$20.00	\$33.91	\$6.40	\$60.31

DOT 140-089 EF Exhibit E-2

8/07

Consultant Fee Determination

Exhibit E-3



SCJ Alliance

Client: Lewis County
 Project: North Lewis County Industrial Access
 Job #: P1566.01
 File #: 2015 08 27 P1566.01_fee estimate.xlsm

Consultant Fee Determination

SALARY COST

<u>Discipline</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Principal L7	57.0	\$69.66	\$3,971
Director L7	141.0	\$67.31	\$9,491
Planner L6	0.0	\$85.00	\$0
Engineer L5	26.0	\$50.24	\$1,306
Planner L4	0.0	\$38.90	\$0
Engineer L3	0.0	\$38.46	\$0
Planner L3	0.0	\$32.69	\$0
Engineer L2	0.0	\$28.05	\$0
Analyst L2	0.0	\$25.01	\$0
Planner L1	0.0	\$25.01	\$0
Analyst L1	0.0	\$23.56	\$0
Project Admin L4	0.0	\$43.63	\$0
Project Admin L4	12.0	\$37.14	\$446
Project Admin L3	0.0	\$29.22	\$0
Project Admin L1	28.0	\$22.51	\$630

Subtotal: 264.0 Total Salary Cost \$15,844

OVERHEAD

Overhead Rate: 169.57% Direct Salary Cost: \$15,844 **Overhead Cost \$26,866**

FIXED FEE

Fixed Fee Rate: 30.00% Direct Salary Cost: \$15,844 **Fixed Fee Cost \$4,753**

TOTAL SALARY COST

Total Salary Cost \$47,462

REIMBURSABLES

Copies, Reproductions, e 2.5% of Total Salary Cost \$396

Mileage: 1,600 miles at \$0.575 \$920

Total Expenses: \$1,316

SUBTOTAL (SALARY, SUBCONSULTANTS AND EXPENSES)

Subtotal (Salary, Subconsultants and Expenses) **\$48,779**

MANAGEMENT RESERVE FUND (MRF)

Management Reserve 0.0% of Subtotal **\$0**

Total Estimated Budget: \$48,779

Exhibit F

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number:

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
Shea, Carr & Jewell, Inc.
whose address is
8730 Tallon Lane NE, Suite 200, 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 County of Lewis 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.

Shea, Carr & Jewell, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)



Date

Agreement Number:

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

I hereby certify that I am the:

County Engineer

Other

of the County of Lewis _____, and Shea, Carr & Jewell, Inc.
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

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

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

Signature

Date

Agreement Number:

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

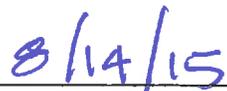
- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B.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

Shea, Carr & Jewell, Inc.

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:

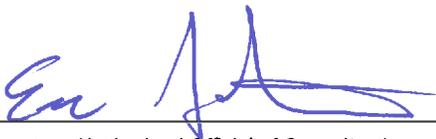
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress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

Shea, Carr & Jewell, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)



Date

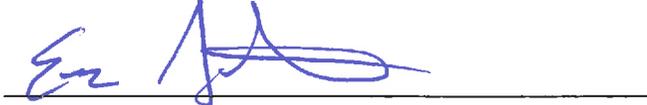
Agreement Number:

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 North Lewis County Industrial Access * are accurate, complete, and current as of August 13, 2015 **.

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: Shea, Carr & Jewell, Inc.



Signature



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 XIII, 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 \$ N/A

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: \$ N/A

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

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

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

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: