

CLARK COUNTY STAFF REPORT



DEPARTMENT: Public Works / Transportation Programming

DATE: June 2, 2015

REQUESTED ACTION: Authorize the Public Works Director to sign a Professional Services Agreement with ESA Vigil-Agrimis in the amount of \$118,057.16 for preliminary design work (30%) on **CRP 322012: NE Manley Road (NE 82nd Avenue to NE 244th Street)**. Authorize the Director to sign supplemental agreements, if needed, to extend the contract duration or increase the amount of the contract up to 10% above original contract amounts.

SR Number:

FOR APPROVAL BY: X BOCC COUNTY MANAGER HEARING

PUBLIC WORKS GOALS:

- Provide safe and efficient transportation systems in Clark County
- Create and maintain a vibrant system of parks, trails and green spaces
- Continue responsible stewardship of public funds
- Promote family-wage job creation and economic development to support a thriving community
- Maintain a healthy, desirable quality of life
- Increase partnerships and foster an engaged, informed community
- Cultivate a nimble, responsive work force
- Make Public Works a great place to work

BACKGROUND

The NE Manley Road & Culvert Repair Project is located northwest of the City of Battle Ground and extends the length of NE Manley Road from its intersection with 259th Street and NE 82nd Avenue (at the north end) to its intersection with NE 244th Street (at the south end of the project). NE Manley Road is a Rural Minor Collector and is a bus route for the Battle Ground School District. Daybreak Creek crosses NE Manley Road three times (through undersized culverts) within the project area. The County would like to improve the roadway and replace the three existing culverts to fish passage standards. The County has identified a construction budget of \$2.8 to \$3.2 million for this project.

The County's goals for this project include:

- The replacement of the three existing, undersized, failing culverts that are partial fish passage barriers, with new fish passable culverts
- The paved widening of roadway/shoulder of at least 80% of the roadway corridor from 22 feet to 26 feet.
- Selective safety improvements and upgrades along the corridor that may include horizontal and vertical realignment, new and upgraded guardrails, striping, additional signage, if warranted, and relocation/removal of objects from the clear zone, where feasible.

Staff scored and ranked 22 consultant firms from the 2013 On-Call list (RFP #659) and invited the top three firms to interview for these projects. Staff recommends entering into contracts with ESA Vigil-Agrimis in an amount not to exceed \$118,057.16. These contracts will provide additional design resources, supplementing county staff and allowing work to proceed toward planned construction in 2017 and 2018.

PW 15-035

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ADMINISTRATIVE POLICY IMPLICATIONS

These projects are part of the County’s ongoing Transportation Improvement Program.

COUNCIL POLICY IMPLICATIONS

These projects support Council’s policy of investing in the county road system, providing safe, efficient and multimodal transportation systems for all county residents.

PREVIOUS REVIEWS AND ACTIONS

The projects are included in the 2015-2020 Transportation Improvement Program and 2015 Annual Construction Program, adopted by the Board of County Councilors on November 18, 2014.

COMMUNITY OUTREACH

Development of the Transportation Improvement Program includes a wide array of public input opportunities including public hearings and information on the county website.

BUDGET IMPLICATIONS

YES	NO	
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	X	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.


DISTRIBUTION OF BOARD STAFF REPORTS:

Distribution of staff reports is made via the Grid. <http://www.clark.wa.gov/thegrid/>
Copies are available by close of business on the Thursday after council deliberations.

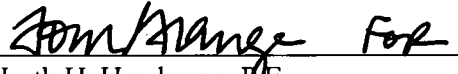
DISTRIBUTION OF COUNTY MANAGER STAFF REPORTS:

Public Works Administration – Anita Temme

PUBLIC WORKS APPROVALS:



Bill Wright, P.E.
Transportation Programming Manager



Heath H. Henderson, RE.
Public Works Director/County Engineer

Attachments: Agreements (3 copies) and Vicinity Map.
CC: Bill Wright, Scot Brantley, Jeff Kostechka, Project files.



APPROVED:
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: June 2, 2015

SR #: SR 107-15

COUNTY MANAGER ACTION\RECOMMENDATION

By: Mark McCauley

Date: 5/27/15

SR Number:

REQUESTED ACTION:

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COUNTY MANAGER RECOMMENDATION:

Action	Conditions	Referral to council?
<i>Approval</i> Denial	<i>Enter conditions or requests here</i>	Yes <i>No</i>


 Mark McCauley
 Acting County Manager

DISTRIBUTION

PW15-035

BUDGET IMPACT ATTACHMENT

Part 1: Narrative

New consultant contract creates budget impact for payment of professional services performed.

Part 2: Budget Impact

Include full position costs, including salaries and benefits.

Expenditure:

Fund	Dept	Obj	Expense Change Year 1	Expense Change Year 2	Expense Change Year 3	Expense Change Year 4	Expense Change Year 5	Expense Change Year 6	One Time or Ongoing
1012	511		\$118,057						
Total:			\$118,057	\$0	\$0	\$0	\$0	\$0	\$0

Revenue:

Fund	Dept	Obj	Expense Change Year 1	Expense Change Year 2	Expense Change Year 3	Expense Change Year 4	Expense Change Year 5	Expense Change Year 6	One Time or Ongoing
1012	511								
Total:			\$0	\$0	\$0	\$0	\$0	\$0	\$0

Part 3: FTE Profile Over Time

# FTE	Type*	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
N/A	N/A						

**operating, revenue, project, temporary*

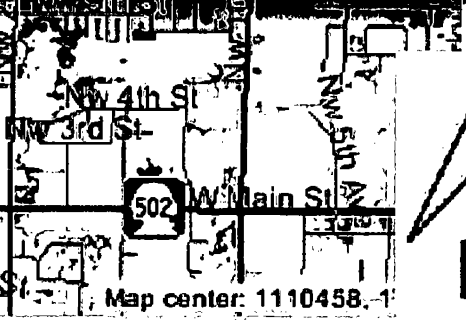
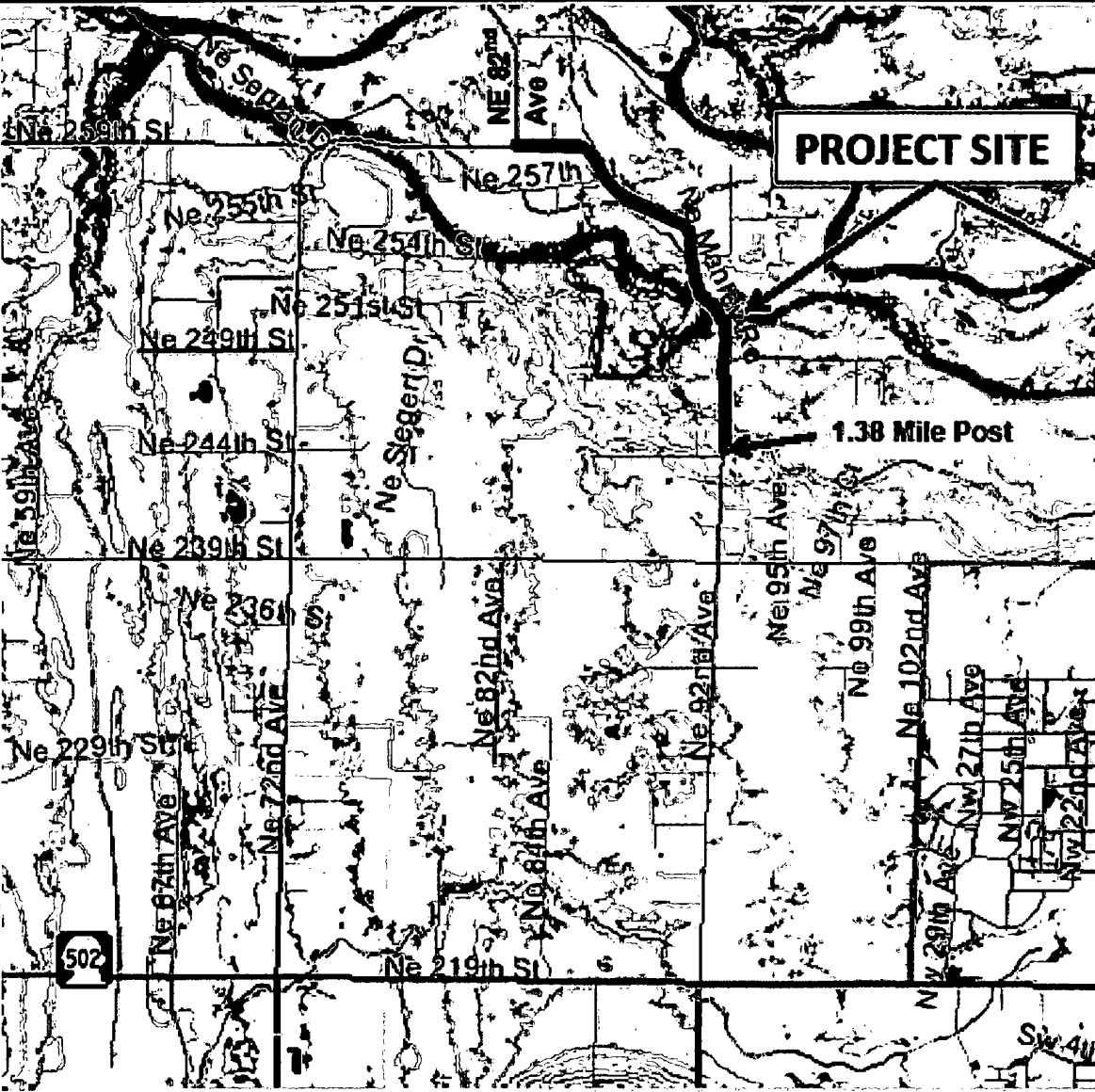
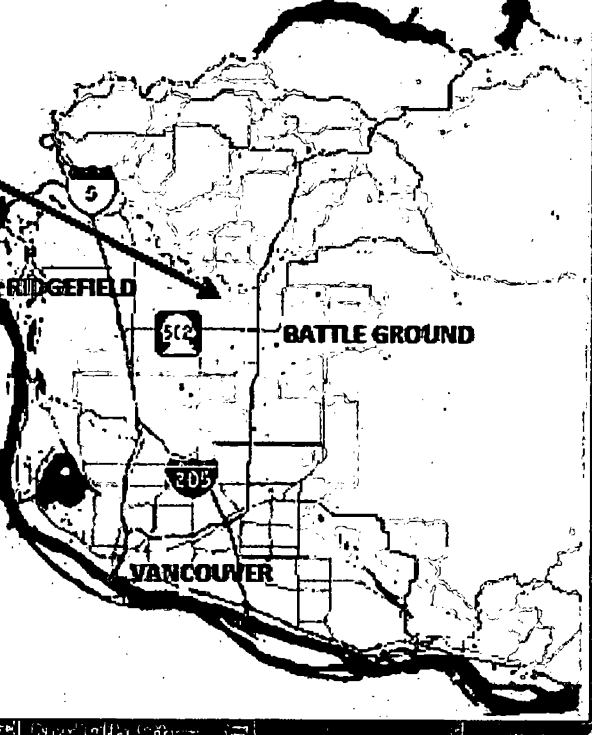
Estimated start date for employees:

Not applicable. Consultant contract, no county employees to be hired.

CLARK COUNTY

PROJECT SITE

1.38 Mile Post



Map center: 1110458.1

VINICITY MAP

NE MANLEY ROAD PROJECT CRP 322012

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

Agreement Number: 696265

Firm/Organization Legal Name (do not use dba's): ESA Vigil-Agrimis	
Address 819 SE Morrison St. Suite 310, Portland OR 97214	Federal Aid Number
UBI Number 602-117-611	Federal TIN or SSN Number 94-1698350
Execution Date May 1, 2015	Completion Date December 31, 2015
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 NE Manley Road & Culvert Project (NE 82nd Avenue to NE 244th Street)	
Description of Work Preliminary (Phase I) analysis, design, and engineering for roadway improvements along the project corridor and the replacement of the three existing culverts. Work will include preliminary civil engineering, water resources engineering, traffic engineering, structural engineering, and geotechnical engineering.	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No MBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No WBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No SBE Participation	Maximum Amount Payable: \$118,060.00

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: 696265

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the Clark County hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

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: Ken Lader
Agency: Clark County Public Works
Address: PO Box 9810
City: Vancouver State: WA Zip: 98666
Email: ken.lader@clark.wa.gov
Phone: 360.397.6118, ext. 4185
Facsimile: 360.397.6051

If to CONSULTANT:

Name: Kenneth Vigil
Agency: ESA Vigil-Agrimis
Address: 819 SE Morrison Street, Suite 310
City: Portland State: OR Zip: 97214
Email: kvigil@esasoc.com
Phone: 503.274.2010
Facsimile: 503.274.2024

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: 696265

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: 696265

- 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 card 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: 696265

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: 696265

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: 696265

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: 696265

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: 696265

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: Ken Lader
Agency: Clark County Public Works
Address: PO Box 9810
City: Vancouver State: WA Zip: 98666
Email: ken.lader@clark.wa.gov
Phone: 360.397.6118, ext. 4185
Facsimile: 360.397.6051

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: 696265

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: 696265

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: 696265

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.

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 Kenneth Vigil
ESA Vigil-Agrimis

5/6/15

Date


Signature Heath H. Henderson
Public Works Director/County Engineer

Date

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

APPROVED AS TO FORM ONLY:

Anthony F. Golik
Prosecuting Attorney

By: 

Christopher Horne
Chief Civil Deputy Prosecuting Attorney

Agreement Number: 696265

Exhibit A
Scope of Work

Project No. 322012

See Attached

Agreement Number: 696265

Scope of Work - Exhibit A

Engineering Services for

NE Manley Road & Culvert Project (NE 82nd Avenue to NE 244th Street) CRP #322012

April, 2015

This Scope of Work is provided in accordance with Local Agency Consultant Agreement for Consulting Services for Engineering Services, by and between CLARK COUNTY, WASHINGTON, after this called "County," a municipal corporation of the State of Washington, and the ESA Vigil-Agrimis design team after this called "Consultant" or "Consultant Team." All provisions outlined in the Local Agency Consultant Agreement shall apply to work performed by the Consultant in the execution of this work.

Project Understanding

The NE Manley Road & Culvert Repair Project is located northwest of the City of Battle Ground and extends the length of NE Manley Road from its intersection with 259th Street (at the north end) to its intersection with NE 244th Street (at the south end of the project). NE Manley Road is a Rural Minor Collector and is a bus route for the Battle Ground School District. Daybreak Creek crosses NE Manley Road three times (through undersized culverts) within the project area. The County would like to improve the roadway and replace the three existing culverts. The County has identified a construction budget of \$2.8 to \$3.2 million for this project.

The County's goals for this project include:

- The replacement of the three existing, undersized, failing culverts that are partial fish passage barriers with new fish passable culverts. The new structures will provide for fish passage and fluvial processes.
- The roadway/shoulder widening of at least 80% of the paved roadway corridor from 22 feet to 26 feet.
- Selective safety improvements and upgrades along the corridor that may include horizontal and vertical realignment, new and upgraded guardrails, striping, additional signage, if warranted, and relocation of objects from the clear zone, where feasible.

It is anticipated that retaining walls will likely be necessary to achieve the above mentioned design goals for this project.

The Consultant Team understands that the project is supported and funded by the State of Washington – County Road Administrative Board, through their rural arterial program and will be considered a Washington Department of Transportation (WSDOT) 3R Project. The Consultant Team also understands that the project will need to meet all granting requirements. WSDOT 3R projects consist of resurfacing, restoration, or rehabilitation to preserve and extend the service life of the roadway, or enhance the safety of the traveling, bicycling, and/or walking public.

3R projects primarily involve work on an existing roadway surface and/or subsurface. Their purpose includes extending the service life, providing additional pavement strength, restoring or improving the original cross-section, increasing skid resistance, decreasing noise, improving the ride of the roadway, and enhancing safety.

Many factors influence the scope of 3R projects, including, roadside conditions, funding constraints, environmental concerns, changing traffic and land use patterns, deterioration rate of surfacing, and accidents or accident rates.

Normally, all 3R improvements are made within the existing right-of-way, although acquiring right-of-way and/or easements should be considered when and where practical. Each 3R project should be considered in context with the entire route between logical termini and within the constraints imposed by limited funding and other considerations.

In order to better evaluate the overall design and construction costs for this project, the County and Consultant Team have agreed to phase the design of the project. The first phase of the project will involve technical analysis, site investigations, and preliminary design. The second phase of this project will involve the final design and preparation of bid and construction documentation.

ESA Vigil-Agrimis (ESA VA) has assembled the following consultant team for this project:

- *ESA VA*: Project management, culvert design, stormwater design, landscape architecture, and mitigation design for impacted critical areas
- *KPFF*: Roadway alignment and design, utility coordination, and structural engineering
- *Kittelson & Associates Inc.*: Transportation engineering
- *Landslide Technologies*: Geotechnical engineering

Clark County will provide the following services to support the project designs:

- Design surveying, monumentation, staking.
- Property acquisition (including right-of-way plans, appraisals, legal descriptions, easements, and agreements). Not anticipated during this phase of work.
- Environmental permitting and supporting investigations (Cultural Resources Assessment, wetland/habitat mitigation plan, etc.). Not anticipated during this phase of work.
- Constructability reviews, and public outreach. Not anticipated during this phase of work.
- The County may also have pavement condition information to support the pavement section design.

It is anticipated that the County and the Consultant team will develop the second phase of the project scope upon the completion of the first phase of work with the identification of a viable project. The following scope of services has been developed for the **first phase** of this project.

Scope of Work

Task 1 - Project Management / Contract Administration

The Consultant Team's Project Manager (PM) is responsible for managing the consultant design team scope of work, budget, and project schedule. Management of this project will be closely coordinated with the County's PM and will include the following Consultant Team tasks:

A. Project Meetings

It is anticipated that there will be 2 project team meetings for this first phase of the project. These meetings will be used to coordinate directly with County staff to discuss address specific issues and/or questions that arise from the preliminary investigation work.

Assumptions:

- Consultant Team members from each discipline are anticipated to attend each of these 1.5-hour meetings.

Task 1A Deliverables:

- Attending monthly project meetings

B. Project Management and Monthly Progress Reports

- Develop project work plan and schedule
- Prepare monthly progress reports and invoices.
- Conduct internal coordination with consultant team (communication, meetings, invoices, etc.).
- Conduct quality assurance and quality control of submitted work products

TASK 2 – KICK-OFF MEETING

The purpose of this task is to introduce the key project team members and to set the framework for key design issues.

A. Kick-off Meeting

During this meeting, the County will provide the Consultant Team with available site and project information including current drawing files, prior surveys, design standards, and other pertinent information.

Assumptions:

- The Kick-off Meeting will be a 2 hours long and will be held at the County offices.

Task 2 Deliverables:

- None

TASK 3 - PRELIMINARY DESIGN ANALYSIS AND INVESTIGATIONS

The purpose of this task is to perform the necessary preliminary analysis and investigations to evaluate the feasibility of the project design elements. Evaluations will include a determination of the traffic and safety constraints, adjustments to the roadway alignments, and determination of appropriate culvert type and sizes. The goal of this task is to identify a preferred design approach that is compatible with the County's goals and budget for this project. During this phase, the Consultant Team will coordinate closely with ESA VA's environmental permitting staff assisting the County under a separate DES contract.

The Consultant Team will complete the following subtasks:

A. Existing Document Review

- i. Review base mapping and terrain model for designs using survey data provided by the County and provide feedback regarding additional survey needs, if any.
- ii. Review existing design reports related to the preliminary road and culvert designs. Evaluate the roadway corridor design as it relates to the WSDOT 3R criteria.
- iii. Review available utility map data. Several utilities are located in this corridor. Some utilities may want to include their relocation or upgrade plans as part of the project construction plan set.

Task 3A Deliverables:

- No deliverable with this task. This task supports Tasks 3B through 3E.

B. Traffic Analysis:

- i. Conduct site investigations to verify existing conditions.
- ii. Perform traffic operations analysis for NE Manley Road-NE 259th Street/NE 82nd Avenue intersection.
 - a. Conduct weekday AM and PM peak period counts
 - b. Coordinate with Regional Transportation Council (RTC) regarding 2010 base year and 2035 future year model runs for the study area
 - c. Prepare 2015 existing conditions analysis
 - d. Develop future 20-year traffic volumes (presumably PM peak hour only)
 - e. Prepare 2035 future year analysis (presumably PM peak hour only)
 - f. Determine the intersection configuration and traffic control (consider up to two options)
 - g. Document traffic operations analyses in technical memorandum
 - 1) Prepare exhibit for public presentation purposes
- iii. Perform safety evaluation
 - a. Review available crash data (County to provide) and identify key locations to consider.
 - b. Conduct a site visit with County staff.
 - c. Review and evaluate clear zone inventory completed by County.
 - d. Identify potential countermeasures to address the safety needs.
 - e. Identify a priority list of potential improvements (range of low to high cost) based on available funding.
 - f. Document safety evaluation in technical memorandum
 - 2) Prepare exhibit for public presentation purposes
- iv. Determine any additional information needed to confirm and/refine the existing design alignment based on the constraints of the project area.

- v. Develop a design criteria memorandum to document design approach for this corridor based on the project context.

Task 3B Deliverables:

- Draft and Final Traffic Operations Analysis Memorandum (PDF Format)
- Draft and Final Safety Evaluation Memorandum (PDF Format)
- Draft and Final Design Criteria Memorandum developed in conjunction with the work developed by Roadway Engineer in Task 3D (PDF Format)

C. Culvert Design Analysis

- i. Conduct site investigations to:
 - a. Verify existing conditions and delineate the location of ordinary high water (OHW) of Daybreak Creek. The OHW will be delineated within the vicinity of the roadway at the upstream culvert and from the middle culvert down to the downstream culvert. The County Surveyors will be notified 5 days prior to the OHW delineation and every effort will be taken to conduct the OHW delineation in the same time period as the wetland delineation work (under DES contract) so that both items can be surveyed at the same time.
 - b. Establish cross sections and calibrate the hydraulic model.
 - c. Evaluate the stream's geomorphic and habitat conditions.
 - d. Identify project opportunities or constraints as they relate to the design and permitting goals for this project.

- ii. Culvert Design Analysis

The purpose of this task is to evaluate the size and type of culvert necessary for each of the three roadway crossings to meet the hydraulic capacity and fish passage goals for this project. The Consultant Team will consider input from all team members to address design options, constructability, and cost considerations at each site. From this analysis, the Consultant Team will develop a preferred culvert design and alignment at each roadway crossing. Specifically, the culvert analysis tasks include:

- An evaluation of how to address state and federal fish passage requirements, including documentation of the stream's geomorphic and habitat conditions at each culvert.
- Establishing the hydrology to be used for fish passage flood conveyance design flows at each culvert.
- A hydraulic analysis for each culvert using hydraulic modeling software (such as, HEC-RAS, HY-8) and/or WSDOT culvert nomographs to evaluate the appropriate size, type, slope, and alignment of each culvert.
- Evaluating the size and alignment of the culvert structures, as well as any temporary structures that may be needed to facilitate the construction and dewatering of each culvert site.
- Estimating preliminary culvert replacement costs.

The Design Team will summarize the Culvert Design Analysis in a technical memorandum that will include proposed plan and profile figures for each culvert.

Assumptions:

- Work along and within Daybreak Creek will not require a separate floodplain permit.
- The Consultant Team assumes that the County will survey the flagged locations of OHW and provide them in an AutoCAD format that is in same horizontal projection and vertical datum as the roadway survey.

Task 3C Deliverables:

- A field map of the OHW points flagged in the field for County Surveyors to locate
- Draft and Final Culvert Analysis Memorandum (PDF Format)

D. Roadway Design Analysis

- i. Conduct site investigations to verify existing conditions.
- ii. Provide input to safety evaluation completed under Task 3B including review of clear zone impediments, review of horizontal and vertical alignments for design speeds and sight distance restrictions and review of available sight distance at existing access points within the corridor.
- iii. Work with the County to determine design alignment and intersection layout to move forward.
- iv. Develop preliminary plan and profile with preferred road alignment, preliminary guardrail and wall locations, intersection layout, limits of construction and right-of-way impacts and identification of utility impacts.

Assumptions:

- Addressing deficiency in horizontal and vertical alignments within the corridor will be required for no more than 30% of the project length.

Task 3D Deliverables:

- Confirmed design alignment and intersection layout
- Draft and Final Design Criteria Memorandum developed in conjunction with the work developed by the Traffic Engineer in Task 3B (PDF Format)
- Preliminary Plan and Profile (30% design) with preferred road alignment, preliminary Stormwater facilities incorporated from Task E, and intersection layout (PDF Format)

E. Stormwater Design Analysis

The purpose of the preliminary stormwater design analysis is to quantify the amount stormwater management will be required for this project, identify suitable locations for these stormwater management facilities, and address other drainage concerns within the project corridor. The stormwater design analysis will be closely coordinated with the design of the new roadway alignment, as well as the constraints identified by the geotechnical and environmental investigations. Additionally, this analysis will:

- Identify existing drainage patterns and Total Discharge Areas (TDAs)
- Summarize the water quality treatment and detention requirements
- Evaluate drainage conveyance along the project corridor and connections into Daybreak Creek or the adjacent floodplains.

This analysis will be summarized into a technical memorandum with tables summarizing existing and proposed conditions, as well as figures.

Assumptions:

- Stormwater design requirements will be based on the County's June 2014 Draft

Stormwater Manual.

- Only runoff from the equivalent area of new impervious roadway (less than 20,000 square feet) will require water quality treatment and detention. The existing impervious roadway areas will NOT require water quality treatment or detention.

Task 3E Deliverables:

- Draft and Final Stormwater Design Analysis (PDF Format)

F. Preliminary Geotechnical Assessment

The intent of this task is to provide geotechnical input on the proposed "footprint" of the roadway alignment, and other key features that will be identified during the review. A brief memorandum will discuss general concepts relating to culvert replacements, embankment sliver fills for roadway widening, potential retaining walls for stream erosion areas, and preliminary pavement design.

Task 3F Deliverables:

- Preliminary Geotechnical Assessment Memorandum (PDF Format)

G. Retaining Wall Analysis

- i. Coordinate with the Design Team to identify locations where retaining walls are required.
- ii. Estimate length and height of retaining wall to support the cost estimate in Task H.
- iii. Provide recommendations on most appropriate wall type(s) for each wall location considering the site constraints. It is anticipated that potential wall types to be considered would include: mechanically stabilized earth walls; soldier pile walls (tie back and cantilevered); concrete semi-gravity L-shaped walls; soil nail walls; and pre-cast concrete block walls. No drafting is assumed. No design is assumed -- wall design would occur in 50% phase.
- iv. Provide list of advantages and disadvantages for considered walls at each wall location.
- v. Estimate preliminary retaining wall costs

Task 3G Deliverables:

- Brief Wall Summary Memorandum (PDF Format)

H. Preliminary Design Report

The purpose of the preliminary design report is to summarize the findings of the individual analysis and investigations into one concise document. This report will include a description, layout, and preliminary construction cost estimate for the preferred design elements for this project.

Task 3H Deliverables:

- Draft and Final Preliminary Design Report (PDF format), including preliminary (30% Design) figures of the preferred design and associated cost estimate.

Compensation

Based on the schedule and attached cost estimate, the Consultant and the County mutually agree that the total amount of the billings for The Work shall not exceed \$118,060. Billings shall be in the "earned value" format per task and shall be at WSDOT approved hourly rates. A breakdown of this fee is attached separately. All requests for payment are to be submitted to the County by the 10th of each month for the previous month's work. Consultant shall include period beginning and ending dates on monthly invoices.

Anticipated Schedule

The draft schedule is based is as outlined below. It is understood that the County and Project Team may refine the schedule after contract Notice to Proceed.

Notice to Proceed:	April 29, 2015
Kick-Off Meeting:	One Week after NTP (May 6 th , 2015)
Draft Technical Memorandums	July 2015
Geotechnical Investigation Work:	August 2015
Final Preliminary Design Report:	October 2015

Exhibit B
DBE Participation

Not Applicable.

Agreement Number: 696265

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

Field collected topographical survey data reduced and provided by Clark County in AutoCAD Civil 3D 2013 format.

Right-of-way plans provided by Clark County in AutoCAD Civil 3D 2013 format.

All topographic survey data supplied by the consultant shall be in AutoCAD format.

B. Roadway Design Files

Alignments, profiles, and roadway corridors in AutoCAD Civil 3D 2013 Format.

C. Computer Aided Drafting Files

All drawing files provided will be in AutoCAD 2013 or AutoCAD Civil 3D 2013 format.

Agreement Number: 696265

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

The county may choose to review the product at any time in consultation with the Consultant, but standard review periods (e.g. at 50% design) are established elsewhere in the scope.

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

Draft and Final Traffic Operations Analysis Memorandum (PDF Format)
Draft and Final Safety Evaluation Memorandum (PDF Format)
Draft and Final Design Criteria Memorandum (PDF Format)
A field map of the OHW points flagged in the field for County Surveyors to locate (PDF Format)
Draft and Final Culvert Analysis Memorandum (PDF Format)
Confirmed design alignment and intersection layout (AutoCAD 2013 and Civil 3D 2013 Format)
Preliminary Plan and Profile (30% design) (PDF Format)
Draft and Final Stormwater Design Analysis (PDF Format)
Preliminary Geotechnical Assessment Memorandum (PDF Format)
Brief Wall Summary Memorandum (PDF Format)
Draft and Final Preliminary Design Report (PDF format)

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

Design topographical survey in format above
Monumentation and staking in format above
Pavement condition information to support pavement section design

II. Any Other Electronic Files to Be Provided

Reports- PDF

Estimates- PDF and Microsoft Excel

III. Methods to Electronically Exchange Data

A. Agency Software Suite: Microsoft Office Professional Plus 2010

B. Electronic Messaging System: Email (MS Outlook in suite above)

C. File Transfers Format: An ftp site will be set up, as necessary, to transfer large files. In addition, files can be copied to a disc for delivery, if necessary.

A. Agency Software Suite

Agency Software Suite: Microsoft Office Professional Plus 2010

B. Electronic Messaging System

Electronic Messaging System: Email (MS Outlook in suite above)

C. File Transfers Format

File Transfers Format: An ftp site will be set up, as necessary, to transfer large files. In addition, files can be copied to a disc for delivery, if necessary.

Exhibit D
Prime Consultant Cost Computations

See Attached

Agreement Number: 696265



August 12, 2014

TO: Erik Jonson, WSDOT Contracts Administrator

FROM: Martha Roach, Agreement Compliance Audit Manager *SAAs for MR*

SUBJECT: Environmental Science Association Indirect Cost Rate for
fiscal year end December 31, 2013

We accept the audit work performed by Gusman & Associates related to Environmental Science Association (ESA) Indirect Cost Rate for the above referenced fiscal year. Gusman & Associates audited the ESA indirect costs for compliance with Federal Acquisition Regulations (FAR), Subpart 31; our office did not review their audit work.

Based on our acceptance of the CPA's audit, we are issuing this memo establishing the ESA Indirect Cost Rate for fiscal year ending December 31, 2013 at 216.21% of direct labor.

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

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

If you have any questions, feel free to call me at (360) 705-7006 or via email at roachma@wsdot.wa.gov.

MR:sh

Attachment

cc: Steve McKerney
File

**ENVIRONMENTAL SCIENCE ASSOCIATES
INDIRECT COST RATE SUMMARY SCHEDULE
FISCAL YEAR 2013**

INDIRECT COST POOL	ALLOCATION BASE	INDIRECT COST RATE
<u>\$26,594,263</u>	<u>\$12,300,143</u>	<u>216.21%</u>

Note: Allocation for all costs including but not limited to overhead, general & administration and fringe benefit rate is direct labor base only.

**ENVIRONMENTAL SCIENCE ASSOCIATES
STATEMENT OF DIRECT LABOR,
FRINGE BENEFITS AND GENERAL OVERHEAD
For the Year Ended December 31, 2013**

Description	Total Actual Costs	Unallowable Costs & Adjustments	References	Allowable Costs
Indirect Labor Expense	\$ 10,093,062	\$ (354,743)	P, R, Y, Z	\$ 9,738,319
Fringe Benefits	10,447,202	(242,395)	X, W, A, D	10,204,807
Rent	3,223,133			3,223,133
Office Supplies	217,785	(4,721)	B, D	213,064
Computer Supplies / Equipment	48,841			48,841
GIS Computer Supplies	3,230			3,230
Office Equipment	12,994			12,994
Equipment Maintenance	248,662			248,662
Software Maintenance	239,929			239,929
Equipment Rental	93,949			93,949
Telephone	364,222			364,222
Internet Connection/Backup Circuit	66,945			66,945
Frame Relay (WAN Circuit)	248,726			248,726
Postage	87,743			87,743
Marketing Supplies & Services	60,244	(60,244)	B	-
Advertising & Promotions	7,496	(7,496)	A	-
Education/Training	74,268			74,268
Conference / Meetings	132,391	(103,462)	B	28,930
Dues / Subscriptions	120,749	(2,725)	R	118,024
Recruiting & Relocation	84,474	(75,305)	Y, AB	9,169
Airfare	153,278	(13,169)	B	140,109
Other Travel & Subsistence	668,293	(168,946)	B, F, I, O, AB	499,347
Employee Relations	133,741	(133,466)	Q	275
Legal & Accounting Fees	211,130	(48,107)	U, Y, AA	163,022
Insurance	395,939			395,939
Outside Consultants	184,611	(54,480)	B, C, Y	130,131
Business taxes and Licenses	255,264			255,264
Charitable Contributions	20,767	(20,767)	G	-
Bad Debt Expense	16,531	(16,531)	H	-
ESOP Expenses	78,363			78,363
Bank Fee	15,411	(15,411)	I	-
Cost Recovery	(442,881)			(442,881)
Communication Cost Recovery	(692,837)			(692,837)
Depreciation	967,359			967,359
Amortization	198,920	(198,920)	T	-
Printing - External	50,653	(2,783)	A, B	47,871
Printing	27,346			27,346
Other Income/Expenses	(3,246)	3,246	I, A, D	-
Interest Income-	(5,840)	5,840	K	-
VEI Expense	108,059	(108,059)	AB	-
Interest Expense	60,082	(60,082)	K	-
Tax Expense	1,746	(1,746)	V	-
Miscellaneous	4,341	(4,341)	I	-
Total	\$ 28,283,076	\$ (1,688,813)		\$ 26,594,263

ENVIRONMENTAL SCIENCE ASSOCIATES
STATEMENT OF DIRECT LABOR,
FRINGE BENEFITS AND GENERAL OVERHEAD
For the Year Ended December 31, 2013

References:

A	Advertising unallowable per 48 CFR 31.205-1(b)
B	Marketing unallowable per 48 CFR 31.205-1(f)
C	Recruiting and Relocation unallowable per 48 CFR 31.205-35
D	Gifts unallowable per 48 CFR 31.205-13(b)
E	Excess Lodging and per diem unallowable per 48 CFR 31.205-14, 31.205-46
F	Alcohol unallowable per 48 CFR 31.205-51
G	Contributions unallowable per 48 CFR 31.205-8
H	Bad Debts unallowable per 48 CFR 31.205-3
I	Miscellaneous account unallowable per 48 CFR 31.201-2
J	Fines unallowable per 48 CFR 31.205-15
K	Interest unallowable per 48 CFR 31.205-20
L	Value Enhancement Incentive unallowable per 48 CFR 31.206-6(i)
M	Credits due to Federal Deferred Tax adjustments unallowable per 48 CFR 31.205-26(b)
N	Allowances for officers unallowable per 48 CFR 31.201-4 and 31.205-13(b)
O	Entertainment unallowable per 48 CFR 31.205-14
P	Marketing labor unallowable per 48 CFR 31.205-1(f)
Q	Holiday Party Expenses in excess of \$25 per person unallowable per 48 CFR 31.205-14
R	Overtime Premium
S	Lobbying is unallowable per 48 CFR 31.205-22
T	Amortization unallowable per 48 CFR 31.205-49
U	Federal and State Income Tax Preparation are unallowable per 48 CFR 31.205-41 (b) (1), 48 CFR 31.201-6
V	Income Tax
W	Referral Bonus
X	Severance/Separation Cost
Y	Reorganization and Restructuring Unallowable FAR 31.205-27
Z	Excess Compensation FAR 31.205-6
AA	Legal Cost Far 31.205.47
AB	Volunteer Deletion
AC	Associated Costs
AD	FAR 31.205-16 -- Gains and Losses of Fixed Assets

**Exhibit D
Prime Consultant Cost Computations**

Fee Schedule NE Manley Road and Culvert Project

ESA Vigil-Agrimis April 2015

Discipline or Job Title	Highest Hourly Pay Rate	Overhead @ 216.21%	Profit @ 10.0%	Highest Hourly Billing Rate
Project Director/Contract Manager	\$65.00	\$140.54	\$20.55	\$226.09
Principal Scientist/LA	\$60.00	\$129.73	\$18.97	\$208.70
Program Manager	\$55.00	\$118.92	\$17.39	\$191.31
Project Manager	\$50.00	\$108.11	\$15.81	\$173.92
Senior Scientist/Fish Biologist	\$50.00	\$108.11	\$15.81	\$173.92
Senior Water Resources Engineer	\$50.00	\$108.11	\$15.81	\$173.92
Senior Landscape Architect	\$45.00	\$97.29	\$14.23	\$156.52
Senior Planner	\$45.00	\$97.29	\$14.23	\$156.52
Senior Ecologist	\$40.00	\$86.48	\$12.65	\$139.13
Water Resources/Hydraulic Engineer	\$40.00	\$86.48	\$12.65	\$139.13
Environmental Scientist	\$35.00	\$75.67	\$11.07	\$121.74
Natural Resources Specialist	\$35.00	\$75.67	\$11.07	\$121.74
Landscape Architect	\$35.00	\$75.67	\$11.07	\$121.74
Engineer-In-Training	\$30.00	\$64.86	\$9.49	\$104.35
Landscape Planner	\$28.00	\$60.54	\$8.85	\$97.39
GIS Analyst	\$25.00	\$54.05	\$7.91	\$86.96
CAD Drafter	\$25.00	\$54.05	\$7.91	\$86.96
Graphic Designer	\$25.00	\$54.05	\$7.91	\$86.96
Admin. Assistant	\$25.00	\$54.05	\$7.91	\$86.96
Seasonal Intern	\$20.00	\$43.24	\$6.32	\$69.57

Exhibit E
Sub-consultant Cost Computations

See Attached

Agreement Number:

696265



October 20, 2014

TO: Erik Jonson, WSDOT Contracts Administrator

FROM: Martha Roach, Agreement Compliance Audit Manager

SUBJECT: KPFF Indirect Cost Rate for
fiscal year end April 30, 2014

We accept the audit work performed by Clark Nuber related to KPFF's Indirect Cost Rate for the above referenced fiscal year. Clark Nuber audited the KPFF indirect costs for compliance with Federal Acquisition Regulations (FAR), Subpart 31. Our office did not review their audit work.

Based on our acceptance of the CPA's audit, we are issuing this memo establishing the KPFF Indirect Cost Rate for fiscal year ending April 30, 2014 as follows:

Home - 132.62% of direct labor (includes 0.1212% FCCM)

Field - 95.91% of direct labor (includes 0.0003% FCCM)

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

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

If you have any questions, feel free to call me at (360) 705-7006 or via email at roachma@wsdot.wa.gov.

MR:lt

Attachment

cc: Steve McKerney
File

Manley Road Improvements

KPFF Billing Rates

April 21, 2015

Postion Title		Overhead @	Profit @	Billing Rate
	Hourly Rate	132.62%	15%	Per Hour

Civil Engineering

Principal - minimum	\$ 57.70	\$ 76.52	\$ 20.13	\$ 154.35
Principal - maximum	\$ 64.91	\$ 86.08	\$ 22.65	\$ 173.64
Project Manager - minimum	\$ 42.12	\$ 55.86	\$ 14.70	\$ 112.68
Project Manager - maximum	\$ 57.70	\$ 76.52	\$ 20.13	\$ 154.35
Project Engineer - minimum	\$ 31.16	\$ 41.32	\$ 10.87	\$ 83.36
Project Engineer - maximum	\$ 42.12	\$ 55.86	\$ 14.70	\$ 112.67
Designer - minimum	\$ 24.81	\$ 32.90	\$ 8.66	\$ 66.37
Designer - maximum	\$ 30.58	\$ 40.56	\$ 10.67	\$ 81.81
CADD - minimum	\$ 23.37	\$ 30.99	\$ 8.15	\$ 62.52
CADD - maximum	\$ 30.44	\$ 40.36	\$ 10.62	\$ 81.42
Project Admin. - minimum	\$ 23.94	\$ 31.75	\$ 8.35	\$ 64.04
Project Admin. - maximum	\$ 24.52	\$ 32.52	\$ 8.56	\$ 65.59

Structural Engineering

Principal - minimum	\$ 57.70	\$ 76.52	\$ 20.13	\$ 154.36
Principal - maximum	\$ 66.11	\$ 87.68	\$ 23.07	\$ 176.85
Associate - minimum	\$ 37.21	\$ 49.35	\$ 12.98	\$ 99.54
Associate - maximum	\$ 49.91	\$ 66.19	\$ 17.42	\$ 133.52
Project Manager - minimum	\$ 38.65	\$ 51.26	\$ 13.49	\$ 103.39
Project Manager - maximum	\$ 45.58	\$ 60.45	\$ 15.90	\$ 121.93
Senior Design Engineer - minimum	\$ 30.87	\$ 40.94	\$ 10.77	\$ 82.58
Senior Design Engineer - maximum	\$ 36.93	\$ 48.98	\$ 12.89	\$ 98.79
Design Engineer - minimum	\$ 25.00	\$ 33.16	\$ 8.72	\$ 66.88
Design Engineer - maximum	\$ 34.62	\$ 45.91	\$ 12.08	\$ 92.61
Drafter - minimum	\$ 24.52	\$ 32.52	\$ 8.56	\$ 65.59
Drafter - maximum	\$ 40.68	\$ 53.95	\$ 14.19	\$ 108.82
Administration - minimum	\$ 21.06	\$ 27.93	\$ 7.35	\$ 56.34
Administration - maximum	\$ 32.60	\$ 43.23	\$ 11.38	\$ 87.21



**Washington State
Department of Transportation**

Lynn Peterson
Secretary of Transportation

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

January 6, 2015

Mr. Marc A. Butorac
Kittelson & Associates, Inc.
610 SW Alder Street, Suite 700
Portland, OR 97205

Subject: Acceptance FYE 2013 ICR - Provisional

Dear: Mr. Butorac:

We have provisionally accepted your Indirect Cost Rate (ICR) of 205.05% for your firm. This ICR shall be good until 180 days following your FYE December 31, 2015 closing date. This rate will be applicable for local agency contracts only.

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

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

If you have any questions, feel free to call me at (360) 705-7106 or via email consultantrates@wsdot.wa.gov.

Regards;

A handwritten signature in black ink, appearing to read 'Erik K. Jonson'.

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:rck



KITTELSON & ASSOCIATES, INC.
TRANSPORTATION ENGINEERING/PLANNING

NE Manley Road and Culvert Project
Rate Schedule
As of April 2015

Classification	Maximum Hourly Rate	Overhead @ 205.05%	Profit @ 12%	Maximum Hourly Billing Rate*
Senior Principal Engineer/Planner	\$ 85.80	\$ 175.93	\$ 31.41	\$ 293.14
Principal Engineer/Planner	\$ 80.27	\$ 164.59	\$ 29.38	\$ 274.25
Associate Engineer/Planner	\$ 56.90	\$ 116.67	\$ 20.83	\$ 194.40
Senior Engineer/Planner	\$ 47.00	\$ 96.37	\$ 17.20	\$ 160.58
Engineer/Planner	\$ 38.43	\$ 78.80	\$ 14.07	\$ 131.30
Transportation Analyst	\$ 35.18	\$ 72.14	\$ 12.88	\$ 120.19
Technician I	\$ 23.65	\$ 48.49	\$ 8.66	\$ 80.80
Technician II	\$ 30.80	\$ 63.16	\$ 11.27	\$ 105.23
Senior Technician	\$ 34.58	\$ 70.91	\$ 12.66	\$ 118.14
Associate Technician	\$ 44.66	\$ 91.58	\$ 16.35	\$ 152.58
Office Support	\$ 11.50	\$ 23.58	\$ 4.21	\$ 39.29

** Maximum classification rates by category are shown above with our current audited overhead of 205.05% and profit margin of 12%. Actual wage rates will be invoiced, overhead and profit will be locked for the duration of the contract.*



**Washington State
Department of Transportation**

Lynn Peterson
Secretary of Transportation

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

January 22, 2014

Cornforth Consultants, Inc.
(dba Landslide Technology)
10250 SW Greenburg Road, Suite 111
Portland, OR 97223

Subject: Approval of Rate Table

Dear Mr. Michael Meyer:

WSDOT has received and reviewed your proposed rates. Based on that review we have approved your rates, (see attached approved rate table) effective January 15, 2014. These rates are approved for Agreement Number Y-11422. Your rates may be reviewed again on the anniversary date of the execution date of this agreement with the State. If you have questions regarding this approval, please contact me at 360-705-7106.

Sincerely,

A handwritten signature in black ink that reads "Erik Jonson".

Erik Jonson
Manager, Consultant Services Office

EJ:kal
Enclosure: Approved Rate Table

cc: William Hegge, MS 47365

2014 – Actuals Not to Exceed Table (ANTE)

Landslide Technology
 10250 SW Greenburg Road, Suite 111
 Portland, OR 97223

Job Classification	Direct Labor Rates	Overhead 164.19%	Fixed Fee 30%	All Inclusive Hourly Billing Rate
	NTE	NTE	NTE	NTE
Principal	\$73.65	\$120.93	\$22.10	\$216.68
Sr. Assoc. Engr./Geol.	\$68.51	\$112.49	\$20.55	\$201.55
Associate Engr./Geol.	\$51.11	\$83.92	\$15.33	\$150.36
Project Engr./Geol.	\$42.64	\$70.01	\$12.79	\$125.44
Staff Engr./Geol.	\$35.63	\$58.50	\$10.69	\$104.82
Engineer/Geologist	\$30.19	\$49.57	\$9.06	\$88.82
Senior Technician	\$39.00	\$64.03	\$11.70	\$114.73
CADD/Graphics	\$23.68	\$38.88	\$7.10	\$69.66
Secretary	\$23.08	\$37.90	\$6.92	\$67.90

Approved by:

ELY



EXHIBIT D

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: 696265

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
ESA Vigil-Agrimis
whose address is
819 SE Morrison Street, Suite 310, Portland, OR 97214
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 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.

ESA Vigil-Agrimis

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

5/6/15

Date

Agreement Number: 696265

Exhibit G-1(b) Certification of Agency Official

I hereby certify that I am the:

Agency Official of the Local Agency

Other

of the Clark county, Washington, and ESA Vigil-Agrimis
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 **Heath H. Henderson**
Public Works Director/County Engineer

Date


Agreement Number: 696265

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

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

ESA Vigil-Agrimis

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

5/6/15

Date

Agreement Number: 696265

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:

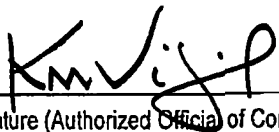
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress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

ESA Vigil-Agrmis

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

5/6/15

Date

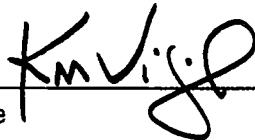
Agreement Number: 696265

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 ESA Vigil-Agrimis * are accurate, complete, and current as of May 1, 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: ESA Vigil-Agrimis

Signature 

Title VICE PRESIDENT

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: 696265

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 \$

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

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

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

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

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

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

Notes: Cost of added insurance requirements: \$

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

Agreement Number: 696265

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: 696265

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: 696265

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: 696265

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: 696265