

# CLARK COUNTY STAFF REPORT

**DEPARTMENT:** Public Works/ Chelatchie Prairie Railroad

**DATE:** March 7, 2017

**REQUESTED ACTION:** Approve a carry forward of grant funds to the current biennium and authorize the Public Works Director to sign professional services agreements with HDR Engineering, Inc. in the amount not to exceed \$199,327, and authorize the Public Works Director to sign supplemental agreements, if needed, to extend the contract duration and/or increase contract amounts up to 10% above original contract amounts.

X  Consent        Hearing        County Manager

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### **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**

In September of 2016 the County Council approved a State Transportation appropriation grant of \$300,000. Originally Public Works planned to spend \$150,000 in 2016 and \$150,000 in 2017. However, only \$2,000 was expended in 2016. We request that the Council carry forward the remaining \$148,000 to 2017.

These funds will be spent on the replacement of Railroad Bridge #12 – a timber trestle bridge. This bridge is approximately 75 years old. Since 2000, the bridge has required replacement of timber elements almost yearly. The bridge condition continues to deteriorate. The work will include design, engineering, survey, environmental documentation/permitting. This contract is funded through a state transportation appropriation with the commitment to complete 60% design and initial permit documentation by the end of June 2017. Public Works will seek additional funding to complete the design and construct the bridge replacement.

### **ADMINISTRATIVE POLICY IMPLICATIONS**

None.

### **COUNCIL POLICY IMPLICATIONS**

None.

### **COMMUNITY OUTREACH**

As with other County project notices are sent to affected property owners, neighborhoods, and businesses. Bridge 12 is located over Salmon Creek at the Cedars Golf Course. Clark County is in contact with representatives of the course.

PW 17-025

**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.

**BUDGET DETAILS**

Local Fund Dollar Amount	
Grant Fund Dollar Amount	\$298,000
Account	0001 General Fund-Railroad Program
Company Name	HDR Engineering, Inc.

**Attachments:**

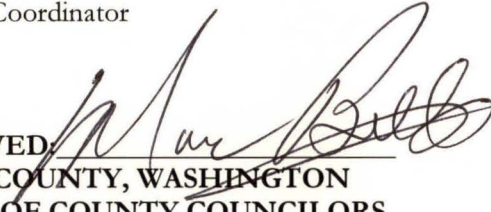
Budget documents  
SR 201-16  
Agreement (3)

**DISTRIBUTION:**

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>


\_\_\_\_\_  
Jerry Barnett, PE  
Railroad Coordinator

  
\_\_\_\_\_  
Heath H. Henderson, PE  
Public Works Director/County Engineer

  
APPROVED:  
CLARK COUNTY, WASHINGTON  
BOARD OF COUNTY COUNCILORS

DATE: MAR-7, 2017

SR# SR 051-17

APPROVED:   
Mark McCauley, County Manager

DATE: 3/8/17



# BUDGET IMPACT ATTACHMENT

## Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

Approve professional services agreements with HDR Engineering, Inc. in the amount not to exceed \$199,327 for 60% design documents for Bridge 12. Clark County was awarded \$300,000 in grants for this project. \$150,000 is budgeted for the current biennium. \$150,000 was budgeted in 2016, but only \$2,000 was expended. We will be requesting to roll over the remaining \$148,000 in the spring supplemental.

## Part II: Estimated Revenues

Fund #/Title	Prior Biennium		Current Biennium		Second Biennium	
	General Fund	Total	General Fund	Total	General Fund	Total
0001/General Fund	\$2,000	\$2,000	\$298,000	\$298,000		
<b>Total</b>	\$2,000	\$2,000	\$298,000	\$298,000		

II. A – Describe the type of revenue (grant, fees, etc.)  
State transportation allocation.

## Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	Prior Biennium		Current Biennium		Second Biennium	
		General Fund	Total	General Fund	Total	General Fund	Total
0001/General Fund		\$2,000	\$2,000	\$298,000	\$298,000		
<b>Total</b>		\$2,000	\$2,000	\$298,000	\$298,000		

III. B – Expenditure by object category

Fund #/Title	Prior Biennium		Current Biennium		Second Biennium	
	General Fund	Total	General Fund	Total	General Fund	Total
Salary/Benefits	\$2,000	\$2,000	\$98,000	\$98,000		
Contractual			\$200,000	\$200,000		
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
<b>Total</b>	\$2,000	\$2,000	\$298,000	\$298,000		

Requesting Department: Public Works

Package number: PWK-03

Package Title: Request to roll over \$148,000 previously approved in 2016 supplemental for the Salmon Creek Bridge #12 Design for the Railroad Program

Contact: Lori Pearce, lori.pearce@clark.wa.gov ext.4461

Justification: This request is to roll over an additional \$148,000 to be expended on the Salmon Creek Bridge #12 design project.

Clark County was awarded \$300,000 in grants for this project. \$2,000 was expended in 2016 and the remaining \$298,000 will be expended in 2017. This project should be complete in 2017.

This project will entail the replacement of Railroad Bridge #12 – a timber trestle bridge which is approximately 75 years old. Since 2000, the bridge has required replacement of timber elements on an almost yearly cycle. The bridge condition continues to deteriorate. Project will include design, engineering, survey, environmental documentation/permitting. This contract is funded through a state transportation appropriation with the commitment to complete 60% design and initial permit documentation by the end of June 2017. We have a contract with HDR Engineering not to exceed \$199,327 for this project. \$51,327 of the \$199,327 is already budgeted; this request is to roll over the remaining \$148,000.

Package number	Fund	Prog	Dept	Basele	Obj	Categ	2017-18 EXP inc / REV dec (DR)	2017-18 EXP dec /REV inc (CR)	2019-2020 EXP inc / REV dec (DR)	2019-2020 EXP dec /REV inc (CR)	Type	Operating vs capital	Capital project code	Program code
PWK-03	0001	000	413	547100	410	000000	\$ 148,000.00	-	-	-	One-time	Operating		PPWK-0010
PWK-03	0001	000	413	334000	000	000000	-	148,000	-	-	One-time	Operating		PPWK-0010

Adrian Puts BUDGET OFFICE  
02/17/2017

# CLARK COUNTY STAFF REPORT

COPY

**DEPARTMENT:** Public Works/Chelatchie Prairie Railroad

**DATE:** September 27, 2016

**REQUESTED ACTION:** Approve and authorize the County Manager to sign Agreement Number RRB 1140 to receive and expend a State Transportation appropriation grant of \$300,000 for design and initial permitting of the Chelatchie Prairie Railroad Salmon Creek Bridge #12. No County match is required. Accompanying the grant is a WSDOT Agreement requiring the design work to be done and the funds expended in 2016/2017.

Consent    
  Hearing    
  County Manager

**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**

In early 2016, the Railroad Coordinator was successful in working with the State Legislature to secure Transportation appropriation of \$300,000 for the design of Salmon Creek Bridge #12 on Chelatchie Prairie Railroad, within Cedar's Golf Course. The appropriation does not require County matching funds. The current bridge is expiring and needs replaced. If/when designed, this will allow the County to pursue grant funds for the construction and replacement of the bridge.

**COUNCIL POLICY IMPLICATIONS**

This action does not require a change to Council Policy.

**ADMINISTRATIVE POLICY IMPLICATIONS**

This action does not require a change to Administrative Policy.

**COMMUNITY OUTREACH**

The bridge is at the Cedar's Golf Course, and the project design will be done in communication/coordination with Course Representatives.

**BUDGET IMPLICATIONS**

The existing budget for a Freight Rail Assistance Program grant that was not awarded will be repurposed for this grant.

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.

**BUDGET DETAILS**

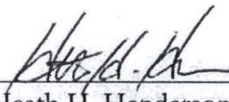
Local Fund Dollar Amount	\$0.00
Grant Fund Dollar Amount	\$300,000
Account	Railroad
Company Name	WSDOT Transportation Appropriation

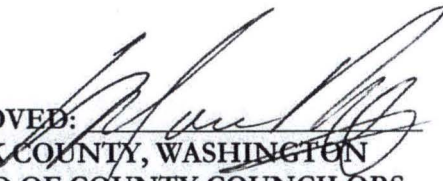
**DISTRIBUTION:**

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>  
Please call Paulette Matison at ext. 4975 to pick up original agreements.

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\_\_\_\_\_  
Jerry Barnett  
Project Manager

  
\_\_\_\_\_  
Heath H. Henderson, PE  
Public Works Director/County Engineer

  
APPROVED: \_\_\_\_\_  
CLARK COUNTY, WASHINGTON  
BOARD OF COUNTY COUNCILORS  
DATE: Sept. 27, 2016  
SR# SR 201-16



APPROVED: \_\_\_\_\_  
Mark McCauley, County Manager

DATE: \_\_\_\_\_

## BUDGET IMPACT ATTACHMENT

### Part I: Narrative Explanation

I. A – Receive and expend a State Transportation appropriation grant of \$300,000 for design and initial permitting of the Railroad Salmon Creek Bridge #12.

### Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
0001/Railroad	\$150,000	\$150,000	\$150,000	\$150,000		
<b>Total</b>		\$150,000		\$150,000		

II. A – WSDOT Transportation Appropriation

### Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
0001/Railroad		\$150,000	\$150,000	\$150,000	\$150,000		
<b>Total</b>							

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits	\$15,000	\$15,000	\$15,000	\$15,000		
Contractual	\$135,000	\$135,000	\$135,000	\$135,000		
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
<b>Total</b>		\$150,000		\$150,000		



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

Agreement Number: 739909

Firm/Organization Legal Name (do not use dba's): HDR Engineering, Inc.		
Address 700 Washington St., Suite 405 Vancouver, WA 98660	Federal Aid Number	
UBI Number	Federal TIN or SSN Number 47-0680568	
Execution Date 2/6/2017	Completion Date 10/31/2017	
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 CCCP Railroad - Bridge 12		
Description of Work  Concept through 60% design for replacement of Clark County Chelatchie Prairie Railroad Bridge #12. See the document referenced in Exhibit A for a detailed description of Scope of Work.		
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation	Maximum Amount Payable: \$199,327.00 Management Reserve 10%: \$19,933.00 Maximum Amount Payable: \$219,360.00

### 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
<del>Exhibit H</del>	<del>Liability Insurance Increase</del>
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

Agreement Number: 739909

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

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

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

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

### **I. General Description of Work**

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

### **II. General Scope of Work**

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

### **III. General Requirements**

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

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

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

Agreement Number: 739909

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: Jerry Barnett  
Agency: Clark County Public Works  
Address: PO Box 9810  
City: Vancouver, State: WA Zip: 98666  
Email: Jerry.Barnett@clark.wa.gov  
Phone: 360.773.7664  
Facsimile: 360.397.6051

**If to CONSULTANT:**

Name: Jason Ruth  
Agency: HDR Engineering, Inc.  
Address: 700 Washington Street, Suite 405  
City: Vancouver State: WA Zip: 98660  
Email: jason.ruth@hdrinc.com  
Phone: 360.975.6828  
Facsimile:

#### **IV. Time for Beginning and Completion**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall 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: 739909

## 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](http://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: 739909

- B. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- C. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- D. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- E. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings.

- F. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

Agreement Number: 739909

## **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.

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## 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.

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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

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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.

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## 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: Jerry Barnett  
Agency: Clark County Public Works  
Address: PO Box 9810  
City: Vancouver, State: WA Zip: 98666  
Email: Jerry.Barnett@clark.wa.gov  
Phone: 360.773.7664  
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.

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### **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.

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## **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.

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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.

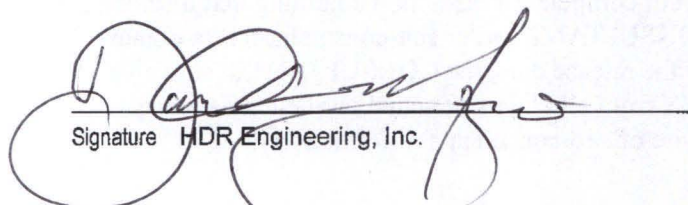
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For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation 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.

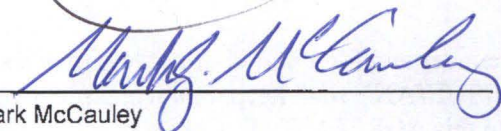
"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

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 HDR Engineering, Inc.


2-6-17  
Date

  
Signature Mark McCauley

3/8/17  
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

By:   
Christopher Horne  
Chief Civil Deputy Prosecution Attorney

Agreement Number: 739909

**Exhibit A**  
**Scope of Work**

---

Project No. 028802

See Attached Document:

Scope of Work  
Chelatchie Prairie RR Bridge 12 Replacement  
Concept Design through 60% Design  
Clark County, Washington  
February 1, 2017

Agreement Number: 739909

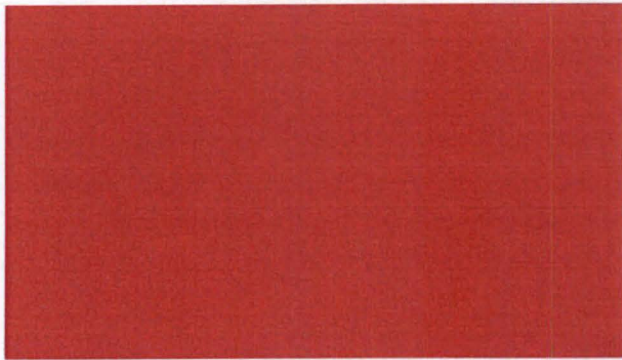


## Scope of Work

**Chelatchie Prairie RR Bridge 12 Replacement  
Concept Design through 60% Design**

*Clark County, Washington*

**February 1, 2017**





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Formal Task Assignment Document  
Professional Engineering Services  
HDR Engineering, Inc.  
Contract # \_\_\_\_\_  
Contract Expiration: \_\_\_\_\_  
January X, 2017  
Chelatchie Prairie RR Bridge 12 Replacement  
Concept Design through 60% Design  
WO# \_\_\_\_\_

This Task Order 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 HDR Engineering, Inc., after this work performed by the Consultant in the execution of this task order.

## 1 Project Description

County has requested Consultant to provide engineering services through 60% design for the replacement of Bridge 12 on the Chelatchie Prairie Rail Line.

Bridge 12 is an existing approximately 150-foot long, approximately 40-foot tall, creosote treated 11 span timber trestle over Salmon Creek in the southeast corner of Battle Ground, WA. In addition to crossing Salmon Creek, the structure also accommodates golf cart paths under the bridge on each side of Salmon Creek. The bridge was originally built sometime between 1898 and 1901 with various portions rebuilt since then. Inspections of the Bridge in 2013 identified several repairs that were needed to meet safe operations requirements. The County performed the repairs in 2014. HDR has assisted the County with bridge inspections and repair recommendations for this structure since 1999.

Salmon Creek is within a FEMA mapped floodway administered by Clark County and is noted as salmon habitat by the State of Washington Fish and Wildlife.

The County has made the determination that the bridge should be replaced based on its continued state of deterioration, the continuing repair expense, and need to provide for safe movement of railroad trains.

## 2 General Project Assumptions

- County will provide current Right-of-Way Maps.

- County will provide current utility and access easements to county Railroad Right-of-Way.
- County will provide existing foundation and/or geotechnical information for roadway bridges crossing Salmon Creek upstream and downstream from the railroad bridge.
- County will provide existing utility information within the Railroad ROW. Consultant has requested this information since locate companies may not be willing to enter the Railroad ROW.
- County, with HDR's assistance, will coordinate with BNSF System Bridge Department on the use of its standard precast concrete bridge standards.
- The golf cart path may be relocated to accommodate foundation layout. County will define golf cart path design criteria. The location of the golf cart path will not take precedent over the design of the bridge.
- County will coordinate with the golf course for access to the site by survey, geotechnical and HDR personnel.
- County will furnish railroad flagging during site visit.
- County will furnish plans and available historical, inspection and repair record information on Bridge 12.
- Alternatives assumed to be evaluated for the railroad crossing TS&L Study:
  - Two railroad bridge replacement alternatives on current alignment
    - New rail bridge structure consisting of a BNSF/UPRR Common precast concrete spans supported by precast concrete caps founded on open H-pile bents
    - New rail bridge structure consisting of steel beam spans supported by precast concrete caps founded on open H-pile bents.
  - Bridge replacement on current alignment with retained earth walls and culverts for Salmon Creek and the golf cart access (single Conspan arch or similar, and a multiple barrel option).
  - Repair and rehabilitation of the existing structure
  - A no build alternative will also be evaluated.
- The design will not follow the formal WSDOT practical design process. The TS&L study will meet the intent of WSDOT practical design.
- The design work will not include the evaluation of location or cost for pedestrian golf cart trails outside the limits of the existing bridge foot print and adjacent right-of-way (assumed project impact area).
- The rail line will be out of service a maximum of 30 days during the replacement of the existing structure. The Golf course will accept golf cart path closure for the same time period.

- Industry standard substructure elements, modified for the bridge height, will be suitable for the seismic requirements. This will be verified during the design phase using AREMA's ELF procedure.
- Golf cart path alignment can be adjusted to fit the proposed structure layouts within the Railroad right-of-way.
- Deliverables shall be digital, PDF, Microsoft Excel or Word files; no printed copies.
- Concept plans and engineering will be performed using MathCAD, Excel spreadsheets, MicroStation 8Vi and Inroads. Final design drawing submittals to the County will consist of CAD files converted to the County's AutoCAD format in addition to a ".PDF" digital copy. Text documents will be prepared using Microsoft Word.
- County will provide for on-track safety when required for field work on-site at no cost to Consultant.
- 30% design shall consist of two 11"x17" sheets ; 1) Plan and Profile, 2) Typical Section of the preferred option from the TS&L Study
- 60% design consists of the construction documents, as noted in Task 8, prepared but unchecked, design calculations prepared and checked.

### 3 Scope of Work

#### 3.1 Task 1: Project Management

The purpose of this scope element is to manage the budget and schedule, assign staff, manage and coordinate subconsultants, verify quality of work and prepare invoices.

##### 3.1.1 Activities

Consultant shall submit monthly invoices and a monthly written summary of projects progress to-date to include: activities expected for the next month, emergent issues, budget status, schedule, and potential changes.

Consultant shall prepare a monthly earned value report formatted to the template provide by the County.

Consultant shall prepare meeting agendas for each meeting identified.

##### 3.1.2 Meetings

- Two consultant staff will attend an initial kick off meeting.
- Three consultant staff will attend a draft TS&L report review and site visit meeting.
- Three consultants will attend a 30% Design review meeting.
- Three consultant staff will attend a 60% Design review and site visit meeting.

### 3.1.3 Assumptions

- Project duration is estimated to be 6-months
- Meetings durations have been estimated at 2 hours excluding travel time.
- Travel time and expense for meetings will be billable

### 3.1.4 Deliverables

- Monthly Invoice
- Monthly progress report
- Meeting agendas and summaries

## 3.2 Task 2: Survey

The purpose of this scope element is to collect needed topographical features to clearly define the extents of the work. A detail proposal is provided as an attachment.

### 3.2.1 Activities

Consultant shall provide topographical survey of the existing bridge structure and track at least 1000-feet in each direction from the end of the bridge. The bridge survey will document the as-built existing bridge as no plans exist. The survey will extend laterally to the extents of the County's Right-of-Way to establish cross sections on the approaches to the structure and at the structure. In addition, the Consultant will survey Salmon Creek up and down stream for the Hydraulic Study from the existing bridge to gather needed information to conduct hydraulic analysis. Hydraulic survey will include 2 creek cross sections located within 500 feet of the existing bridge (US and DS), stream profile 500 feet upstream and downstream of bridge, and location and sizes of the existing bridge bents Topographic survey will include existing marked utilities.

### 3.2.2 Meetings

- None

### 3.2.3 Assumptions

- County will provide railroad flagging as needed during the topographical survey.
- County will provide current ROW maps.
- Surveyor shall be granted right of entry to private property outside the County's Right-of-Way for the purpose of gathering Salmon Creek cross sectional information.
- Surveyor shall have applicable on-track safety training.
- Survey shall be displayed in Microstation V8i for design use and translated to AutoCAD file format for County use.

### 3.2.4 Deliverables

- Final survey in electronic format – MicroStation V8i, translated to AutoCAD
- Final DTM in electronic format – MicroStation V8i, translated to AutoCAD

## 3.3 Task 3: Geotechnical Evaluation

The purpose of this scope element is to review existing geotechnical information and the County provided foundation information for nearby bridges, and perform a field investigation program to include laboratory testing of collected soil samples, analysis, and development of geotechnical recommendations. A memo report summarizing conclusions and recommendations for proposed bridge and wall structures will be provided. A detailed proposal is provided as an attachment.

### 3.3.1 Activities

Consultant shall review existing geotechnical data to provide preliminary recommendations for bridge and wall structures.

The field investigation shall consist of performing explorations to obtain subsurface information in the vicinity of the existing BR 12. One exploration should be planned to be performed near the proposed bridge abutments, through the existing embankment and one boring adjacent to and on the opposite side of the stream. Explorations shall consist of two rotary borings to refusal or slightly into bed rock. Soil samples will be advanced in the substrata for visual classification and obtain soil samples for subsequent laboratory testing. Soil samples shall be visually classified in general accordance with USCS classification guidelines and select samples delivered to a qualified soils laboratory for appropriate testing. Soil samples may be obtained by the following methods:

- Standard Penetration Test (SPT) split spoon sampler
- Modified California sampler
- Shelby Tube thin walled sampler

The hammer energy for the SPT and Modified California sampler shall be calibrated at the project site in order to proper apply correction to the subsequently recorded blow counts. Thin walled samplers will be hydraulically advanced at depths as a means of obtaining soft soil samples.

Select soil samples collected from the borings will be sent to the laboratory for testing. Engineering property tests may include Atterberg Limits, gradation, moisture content, density, consolidation, and strength characteristics. Laboratory testing will be performed in general conformance with the most recent ASTM Standards.

A simple memo report, to be stamped by a State of Washington Registered Geotechnical Engineer shall be prepared that summarizes the findings of the investigation, laboratory test results, analyses, and presents geotechnical conclusions and recommendations to support the design and construction of the proposed improvements. The geotechnical report shall address the following topics:

- Field exploration.

- Lab testing.
- Geologic setting.
- Site conditions (surface, subsurface/soil profiles, groundwater).
- Geologic and seismic hazards (seismic, fault rupture, liquefaction, lateral spreading, slope stability, flood, tsunami, corrosion per ASTM criteria).
- Settlement.
- Existing fills.
- Recommendations regarding:
  - Temporary shoring
  - Site prep
  - Dewatering
  - Excavation
  - Subgrade prep
  - Backfill
  - AREMA 3-level seismic per Ch. 9, bridge pile foundations including ultimate axial capacity chart(s) and soil layer parameters for lateral analysis
  - Pile group efficiency factors based on pile spacing
  - Pile driving recommendations assuming HP14x90 or HP14x117 pile. Soil boring logs for inclusion in the plans.
- Location sketch showing relationship of boring location, vertically and horizontally with the top of tie on the track, offset from the track centerline and distance from the nearest abutment.
- Soil boring logs, using MicroStation V8i for inclusion in the plans

A draft report shall be issued for review and comment. Upon resolution of any comments received, a signed and stamped final report for the design team's use shall be supplied by the geotechnical engineer.

### 3.3.2 Meetings

- None

### 3.3.3 Assumptions

County shall provide relevant geotechnical information associated with the existing bridge or nearby projects.

### 3.3.4 Deliverables

- Geotechnical Memo Report.



### 3.4 Task 4: Hydraulics and Hydrology

The purpose of this task is to evaluate potential crossing options and evaluate potential impact to the mapped floodplain.

Salmon Creek is in a mapped FEMA floodplain at the bridge location. Initial research shows a 100-year event flow of approximately 2240 CFS and a water depth of approximately 12'-0". Flood plain width through this reach varies from 52' to 69'. The height of the railroad grade combined with the hydraulics and floodplain regulations will impact the crossing concept alternatives. Upon completion of the analysis, Consultant will provide to the County a summary memo indicating each alternative's overall hydraulic performance to be expected in the post construction condition.

#### 3.4.1 Activities

- Visit site to document conditions with pictures including information sufficient for biologist to determine Ordinary High Water
- Identify 50 and 100-year peak flows
- Develop existing conditions hydraulics model using the FEMA effective model
- Develop the corrected effective HEC-RAS model
- Develop the existing conditions HEC-RAS model using updated information from survey
- Estimate minimum culvert width using WDFW and NOAA fish passage widths
- Update the existing HEC-RAS model to represent up to three alternatives for the replacement crossing
  - 2 bridge options
  - Culvert option
- Develop Draft Hydraulics Memo summarizing results
- Develop Final Hydraulics Memo

#### 3.4.2 Meetings

- Site Visit

#### 3.4.3 Assumptions

- This assessment shall be made to provide preliminary evaluation of crossing alternatives. A more robust hydraulic analysis will be required during final design that will require documenting a no-rise condition per FEMA requirements and meeting County floodplain requirements. This work may be performed at the request and agreement with the County for the additional effort.
- WDFW culvert widths for fish passage are assumed to be  $1.2 \times \text{OHW} + 2'$

- NOAA minimum fish passage widths are assumed to be 1.5\*OHW
- The effective hydraulic model will be provided by FEMA, will be in HEC-RAS format, and will take up to one month to be delivered after the request
- Hydrology will be based on FEMA flows and will not require updates
- Fish passage requirements shall be addressed as part of the permit identification task
- Stormwater analysis and design shall not be required as part of this work
- Scour analysis shall not be required as part of this work
- Hydraulic memo shall not exceed three pages and will include up to 10 pages of attachments that consist of model output
- Up to two culvert options shall be evaluated for the culvert option being evaluated (Single Conspan Arch and a multiple barrel option)

#### 3.4.4 Deliverables

- Hydraulics Summary Memo

### 3.5 Task 5: Preliminary Type, Size and Location Study Design and Opinion of Probable Construction Cost

#### 3.5.1 Activities

The consultant shall prepare a brief memorandum defining the design criteria to use for the railroad structure replacement.

As part of the Type Size & Location, TS&L, Study, the consultant shall prepare the following concepts for the timber railroad bridge replacement:

- Concept 1a – Replace Bridge with a new elevated precast concrete railroad bridge structure supported on precast concrete caps founded on exposed H-pile bents.
- Concept 1b – Replace Bridge with a new elevated steel wide flange beam span bridge structure supported on precast concrete caps founded on exposed H-pile bents.
- Concept 2 – Replace Bridge with a retained earth wall structure and pipe culverts.

Each concept will include lateral crossings under the structures for the golf cart paths on either side of Salmon Creek.

In addition, the consultant shall include a discussion on simply maintaining the existing structure and a no-build, do nothing, alternative.

The consultant shall prepare an order of magnitude conceptual opinion of probable construction cost for each option defined above.

The consultant shall prepare a technical TS&L Study memorandum summarizing for each concept;

- Sketches with horizontal and vertical layout and typical section for Concept 1 and 2.
- Constructability
- Utility and Property impacts
- Order of Magnitude Conceptual Opinion of Probable Construction Cost
- Construction duration and constructability issues
- Anticipated maintenance and railroad operation impact.

The consultant shall use a "bubble chart" approach to assist in comparing alternatives using criteria agreed upon by Clark County at the Kick-off meeting. The environmental comparison of alternatives will be included in the TS&L Study (Task 3.5)

### 3.5.2 Meetings

- As defined in Task 1.

### 3.5.3 Assumptions

- Design criteria shall follow BNSF/UPRR Guidelines for Grade Separation Structures, BNSF Bridge design standards and the latest edition of the AREMA Manual for Railway Engineering.
- Existing track can be taken out of service for duration of construction which has been estimated at 30-days.
- Opinions of probable construction cost shall use typical railroad industry costs per track foot for structure types as well as incorporate State of Washington order of magnitude costs.
- Opinions of probable construction costs shall include estimated costs for engineering, permitting, construction, construction management and 25% contingency based on typical WSDOT percentages used for concept studies.
- Design assumes no utilities shall be accommodated on the railroad bridge.
- One exhibit sheet, 11x17, consisting of a conceptual plan, profile and typical section drawing shall be prepared for the recommended alternate.
- The TS&L study shall be the limits of support provided by Consultant to County to comply with WSDOT's Practical Design Requirements. The County will coordinate any reviews with WSDOT within the timelines provided in 3.11 Schedule.

### 3.5.4 Deliverables

- Structure Replacement Design Criteria Technical Memorandum
- Type Size and Location Bridge Replacement Alternatives Analysis Technical Memorandum

## 3.6 Task 6: Permit Identification

The purpose of this scope element is to identify anticipated project permits for successful construction.

### 3.6.1 Activities

The consultant shall research and define the necessary permits for completing construction of the bridge replacement for the structure identified in the 30% design phase. The evaluation shall be done for up to 3 potential bridge designs. Permitting information developed for this task will be included in the TS&L report, as appropriate.

The consultant shall prepare a permit summary memorandum that will define;

- Permit(s) needed and associated agency;
- Time duration to obtain the permit;
- Level of design needed to apply for the permit;
- Potential permit risks.
- Initial identification of allowable construction time frames during the year.

### 3.6.2 Meetings

Conference calls with the various agencies are assumed. No face-to-face meetings have been estimated. Consultant can arrange for or attend these types of meetings upon approval of Clark Co. for the additional effort.

### 3.6.3 Assumptions

- The railroad bridge crosses Salmon Creek which is a FEMA mapped floodway and is mapped by Washington Department of Fish and Wildlife as a salmonid stream and habitat area.
- Bridge construction to remove existing piers and install new bridge piers is anticipated to occur below the ordinary high water line.
- Consultant shall not seek input from County environmental staff on required permits except as specifically directed by the County Project Manager.
- Permitting evaluation shall consider up to 3 potential bridge designs.
- Information from the 30% design shall be used to determine the permitting requirements. The 30% design sheets relevant to permitting considerations shall be included with the permitting memorandum. These sheets will be prepared on 8.5x11 exhibit sheets.
- Preparation of permits for agency review and approval are not included in this scope of work.
- No site visits shall be conducted and presence of resources will be completed using desktop resources except as defined elsewhere in this scope of work.

### 3.6.4 Deliverables

- Permitting Summary Technical Memorandum

## 3.7 Task 7: 30% Preliminary Design

The purpose of this scope element is to develop preliminary bridge replacement plans based on the selected bridge type identified during the TS&L study previously performed.

### 3.7.1 Activities

The consultant shall address TS&L comments from the county and provide a Final Memorandum Report summarizing findings. The consultant shall proceed with the selected structure, and develop bridge replacement plans consisting of a general layout and elevation sheet and a typical section sheet. The H&H analysis shall be finalized based on the selected structure type and configuration (Task 4). The draft geotechnical report will be used to verify the foundation type and initial quantities.

### 3.7.2 Meetings

- As defined in Task 1, Project Management

### 3.7.3 Assumptions

- The County will make a determination of preferred alternative based on the results of the TS&L Study (Task 3.5). For planning purposes, HDR has based this scope of work and associated fee on a bridge design of simple, precast pre-stressed concrete double cell box girder spans on precast concrete caps supported by open H-pile bents similar to BNSF standard plans adjusted for the structure height. If a different bridge type is selected, this proposal shall be reevaluated, if necessary.
- The bridge design may include bridge piers within OHW. The H&H analysis shall result in "no-rise" situation where no modification to the waterway will be necessary. Spanning of OHW is not anticipated.
- Design criteria follows the BNSF/UPRR Grade Separation Guidelines, AREMA Manual and standard freight railroad design practices.

### 3.7.4 Deliverables

- Final H&H Analysis Technical Memorandum(Task 4)
- Draft Geotechnical Report(Task 3)
- 30% Preliminary Design Drawings consisting of (2 ~ 11"x17" sheets)
  - General Layout and Elevation
  - Typical Section
- Preliminary Construction Cost Estimate.

## 3.8 Task 8: 60% Final Design

The purpose of this scope element is to progress the preliminary bridge replacement plans to 60% level design with the necessary design calculations completed and checked with a complete but unchecked plan set. Based on the design calculations, the geotechnical report (Task 3) will be finalized. An outline of the anticipated Project Special Provisions shall be developed and provided as a deliverable. An opinion of probable construction cost shall be prepared based on the project elements developed to the 60% complete level.

### 3.8.1 Activities

The consultant shall address 30% preliminary design comments from the county and proceed to develop fully completed/unchecked bridge plans. In the development of the bridge plans, calculations shall be completed and checked for primary load carrying components of the structure for vertical and lateral loads as outlined in the current AREMA Manual for Railway Engineering.

### 3.8.2 Meetings

- As defined in Task 1, Project Management.

### 3.8.3 Assumptions

- 60% design shall build on previous work performed during the 30% preliminary design.
- Substructure design shall be non-standard due to bent height exceeding BNSF standard plan limits.
- Geotechnical analysis previously completed shall allow for the use of open H-pile deep foundation bents.
- Seismic analysis of the structure shall be limited to an Equivalent Lateral Force (ELF) analysis as outlined in AREMA §9-1.4.5.
- The opinion of probable construction cost shall use a 10% contingency. Allowances will be provided for Golf Cart Path modification, TESC, Construction Management and County Administration.
- Temporary Erosion and Sediment Control Plans/implementation of Best Management Practices shall not be included in the 60% deliverable plan package, but will be identified in the Permit Identification, Task 6.

### 3.8.4 Deliverables

- Checked design calculation package including seismic analysis of structure.
- 60% Final Design fully completed/unchecked bridge plans (13 sheets)
  - a. Location and Title Sheet
  - b. General Notes, Quantities, Drawing List

- c. General Plan, Elevation and General Notes
- d. Typical Sections, Construction Phasing and Removal Limits
- e. Foundation Plan, Bore Logs and Pile Details
- f. End Bent General
- g. End Bent Details
- h. Bent General
- i. Bent Details
- j. Concrete Double Cell Span Details
- k. Miscellaneous Girder Details
- l. Concrete Wingwall Details
- m. Walkway Layout and Details
- Final Geotechnical Report (Task 3)
- Project Special Provisions Outline
- Opinion of Probable Project Construction Cost based on 60% complete plans
- Proposed Scope of work and level of effort to complete construction documents, assist the County with bidding the project and construction management support.

## 4 Documents/Materials to be Furnished by Consultant

- Monthly invoices (Task 1)
- Monthly progress reports (Task 1)
- Meeting Agendas (Task 1)
- Survey Data File Electronic Format (Task 2)
- Draft and Final Geotechnical Technical Memorandum (Task 3)
- Draft and Final Hydraulics & Hydrology Summary Report Technical Memorandum (Task 4)
- Structure Design Criteria Technical Memorandum (Task 5)
- Bridge Replacement TS&L Alternatives Analysis Technical Memorandum (Task 5)
- Permitting Summary Technical Memorandum (Task 6)
- 30% Preliminary Drawings (Task 7)
- Opinion of Probable Construction Cost – 60% design (Task 8)
- Bridge Design Calculations Package (Task 8)
- 60% Complete Design Drawings (Task 8)

- Proposed Scope of Work and Level of Effort to complete final design, construction documents, assist with the bidding process and assist County during construction.

## 5 Compensation

All requests for payment are to be submitted to the County by the 10<sup>th</sup> of each month for the previous month's work. Include period beginning and ending dates in your invoice. Based on the attached cost estimate and schedule, the Consultant and the County mutually agree that the total amount of the billings on a time and material basis for Task Order shall not exceed **\$199,327** without written authorization from the County. A detailed cost break down has been attached.

## 6 Schedule

Given notice to proceed by February 1, 2017 work associated with Task Order will be completed by June 30, 2017. The Consultant shall inform the County of any potential changes to the schedule immediately. The schedule shall be as follows unless a deviation is specifically granted in writing by the County:

### 6.1.1 Schedule Milestones

- Notice to Proceed: February 15, 2017
- Survey Basemap: March 15, 2017
- Boundary Survey: April 1, 2017
- Draft Geotech Report: March 30, 2017
- Final Geotech Report: April 28, 2017
- Draft TS&L: March 1, 2017
- Final TS&L: April 1, 2017
- Draft 30% Plans: April 15, 2017
- Final 30% Plans: May 15, 2017
- Draft 60% Plans: June 1, 2017
- Final 60% Plans: June 28, 2017

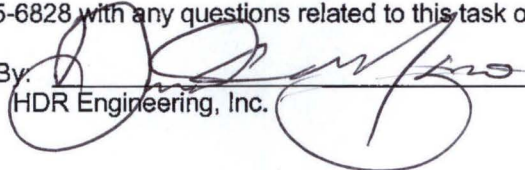
### 6.1.2 Schedule Assumptions

- Consultant may continue work concurrent with County review. County comments will be assumed to be minor, and comments will be incorporated in the subsequent task. Major comments resulting in rework may cause adjustments to fee and schedule.
- County review time of draft deliverables will last 2-weeks.



Contact Jason Ruth (Project Manager) 360-975-6828 with any questions related to this task order.

By:   
Clark County Contract Administrator

By:   
HDR Engineering, Inc.

By:   
Clark County Contract Project Manager

Attachments:

- Detailed Cost Break Down
- Survey Scope of Services and Fee
- Geotechnical Scope of Services and Fee
- HDR Audited WSDOT OH Rate
- Otak Audited WSDOT OH Rate
- Shannon & Wilson Audited WSDOT OH Rate

**Exhibit B**  
**DBE Participation**

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Not Applicable

Agreement Number: 739909

**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

Survey and DTM in electronic format – MicroStation V8i, translated to AutoCAD

See scope document attached to Exhibit A for more details

B. Roadway Design Files

See Exhibit A attached scope document

C. Computer Aided Drafting Files

Final design drawing submittals will consist of CAD files converted to the County's AutoCAD format in addition to a "PDF" digital copy.

See scope document attached to Exhibit A for more details

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

See Exhibit A attached scope document

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

See Exhibit A attached scope document

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

See Exhibit A attached scope document

Agreement Number: 739909

II. Any Other Electronic Files to Be Provided

See Exhibit A attached scope document

III. Methods to Electronically Exchange Data

See Exhibit A attached scope document

A. Agency Software Suite

See Exhibit A attached scope document

B. Electronic Messaging System

See Exhibit A attached scope document

C. File Transfers Format

See Exhibit A attached scope document

**Exhibit D**  
**Prime Consultant Cost Computations**

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See Attached

Agreement Number: 739909





## CLARK COUNTY RAILROAD BRIDGE 12

HDR Engineering, Inc. Billing Rates for 2017

Discipline or Job Title	Direct Salary Hourly Rate	Overhead @ 149.69	Profit @ 10%	Billing Rate
	Max	Max	Max	Max
		149.69%	10%	
Senior Project Manager	\$108.15	\$161.89	\$27.00	<b>\$220.00</b>
Project Manager	\$83.39	\$124.83	\$20.82	<b>\$220.00</b>
Engineer IV	\$91.20	\$136.52	\$22.77	<b>\$220.00</b>
Engineer III	\$80.77	\$120.91	\$20.17	<b>\$220.00</b>
Engineer III	\$67.75	\$101.42	\$16.92	\$186.09
Engineer I	\$53.42	\$79.96	\$13.34	\$146.72
Scientist IV	\$73.99	\$110.76	\$18.48	\$203.23
Scientist III	\$64.44	\$96.46	\$16.09	\$177.00
Scientist II	\$49.52	\$74.12	\$12.36	\$136.00
Scientist I	\$37.78	\$56.55	\$9.43	\$103.77
Construction Inspector	\$54.73	\$81.92	\$13.67	\$150.32
Planner III	\$93.34	\$139.72	\$23.31	<b>\$220.00</b>
Planner II	\$75.57	\$113.12	\$18.87	\$207.56
Planner I	\$56.03	\$83.87	\$13.99	\$153.88
Technician III	\$61.47	\$92.01	\$15.35	\$168.83
Technician II	\$45.60	\$68.26	\$11.39	\$125.25
Technician I	\$33.88	\$50.71	\$8.46	\$93.04
Technical Editor	\$49.52	\$74.12	\$12.36	\$136.00
Project Controller	\$45.60	\$68.26	\$11.39	\$125.25
Project Assistant	\$32.58	\$48.77	\$8.13	\$89.48
Clerical	\$24.76	\$37.06	\$6.18	\$68.00

Note: Actual Direct Salary Rates will be used for individual Task Order Agreements

### DIRECT NON-LABOR RATES

Mileage/Lodging/Per Diem @ GSA Rate

Other Direct cost will be charged at cost

### Title 48 - Federal Acquisition Regulations System (FARS), Part 31, "Contractor Cost Principles and Procedures".

- 1 Every firm that keeps a separate accounting of overhead expenses must include O/H as a percentage figure.
- 2 Firms that separately account for Facilities Capital Cost of Money (FCCM) must indicate an adjustment percentage.



**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](http://www.wsdot.wa.gov)

July 12, 2016

HDR Engineering, Inc  
8404 Indian Hills Drive  
Omaha, NE 68114-4098

Subject: Acceptance FYE 2015 ICR – Cognizant Review

Dear Mr. Joe Cox:

We have accepted your firms FYE 2015 Indirect Cost Rate (ICR) of 149.69% based on the "Cognizant Review" from Nebraska Department of Roads. Your ICR acceptance is in accordance with 23 CFR 172.7 and must be updated on an annual basis. This rate will be applicable for:

- WSDOT Agreements
- Local Agency Contracts in Washington State only

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

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

If you have any questions, feel free to contact our office at (360) 705-7104 or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards;

ERIK K. JONSON  
Manager, Consultant Services Office

EKJ:kms



July 7, 2016

TO: Erik Jonson, Contracting Services Manager

FROM: Schatzie Harvey, Agreement Compliance Audit Manager *SAH*

SUBJECT: HDR Engineering, Inc. and Subsidiaries Indirect Cost Rate  
for Fiscal Year Ended December 26, 2015  
*"Correction to rate in third paragraph"*

The Nebraska Department of Roads (NDOR) has concluded their cognizant review of HDR Engineering, Inc. and Subsidiaries (HDR) for the above referenced fiscal year. NDOR is the Cognizant State for HDR. As such, NDOR performed its cognizant review and accepted the audit performed by Ernst & Young, LLP.

Based on the NDOR acceptance of the HDR indirect cost rate, we are issuing this memo establishing the HDR indirect cost rate for fiscal year ended December 26, 2015 at 150.65% of direct labor for contracts in effect prior to June 24, 2014 (rate includes 0.30% Facilities Capital Cost of Money).

In compliance with 48 CFR 31.205-6(p)(3)(ii), the CPA firm completed an additional adjustment. For contracts awarded on or after June 24, 2014, the accepted HDR indirect cost rate for fiscal year ended December 26, 2015 at 149.69% (rate includes 0.30% Facilities Capital Cost of Money).

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

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

Attachment

cc: Steve McKerney  
File



Pete Ricketts  
Governor

STATE OF NEBRASKA

DEPARTMENT OF ROADS  
Kyle Schneeweis, P.E., Director  
1500 Highway 2 • PO Box 94759 • Lincoln NE 68506-4759  
Phone (402) 471-4507 • FAX (402) 479-4325 • www.roads.nebraska.gov

June 29, 2016

Report No. 2016-77

HDR Engineering, Inc. and Subsidiaries  
8404 Indian Hills Drive  
Omaha, NE 68114

Quint English, Vice-President & Company Controller

Subject: Review of FYE December 26, 2015 Indirect Cost Rate Audit performed by Ernst & Young, LLP.

We have completed a cognizant review of the Independent Certified Public Accountant (CPA) audit and supporting work papers of the Indirect Cost Rates of HDR Engineering, Inc. and Subsidiaries for the year ended December 26, 2015. This review was conducted in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7.

Our review consisted of discussions with HDR officials and a review of Ernst & Young LLP's (E-Y) audit report and audit working papers to ensure that the indirect cost rate was calculated in accordance with Government Auditing Standards, and that the schedule of indirect costs was prepared in accordance with accounting practices prescribed in 48 CFR Part 31 of the Federal Acquisition Regulations. Our cognizant review was performed in accordance with the AASHTO Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates.

A new applicable benchmark compensation cap was established by the Bipartisan Budget Act of 2013 (BBA) that set executive compensation at \$487,000, applicable for contracts awarded on or after June 24, 2014. As a result HDR submitted a dual rate for 2015, one rate for work performed on contracts signed before 6/24/14 and a second rate for work performed on contracts signed on or after 6/24/14. With regards to the balance of the results of the E-Y audit, nothing came to our attention that caused us to believe that the examination and supporting workpapers for the Indirect Cost Rates and the related Accountant's Report we reviewed did not conform in all material respects to the aforementioned regulations and auditing standards.

Accordingly, we recommend acceptance of the following rates:

Contracts signed before 6/24/14

Combined Indirect Cost Rate	150.35%
Facilities Capital Cost of Money	0.2984%

Contracts signed on or after 6/24/14

Combined Indirect Cost Rate	149.39%
Facilities Capital Cost of Money	0.2984%

The accepted overhead rate schedules have been included with this letter as Attachment A.

James A. Dietsch  
Highway Audit Manager

**CERTIFICATION OF FINAL INDIRECT COSTS**

Firm Name: HDR Engineering, Inc.

Final Indirect Cost Rates:

Home Rate: 149.39% \*\* Field Rate: \_\_\_\_\_

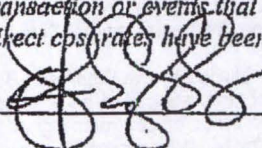
Cost of Capital: 0.2984% Other: \_\_\_\_\_

Fiscal Period Covered (mm/dd/yyyy): 12/26/2015

*I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:*

- 1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*
- 2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.*

*All known material transaction or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.*

\*Signature: \_\_\_\_\_ 

\*Name of Certifying Official (Print): Quint R. English

\*Title: Vice President | Company Controller

Date of Certification (mm/dd/yyyy): 05/26/2016

\*Note: This form is to be completed by an individual executive or financial officer of the consultant at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with a contract.

\*\* For work performed on contracts awarded on or after June 24, 2014

**CERTIFICATION OF FINAL INDIRECT COSTS**

Firm Name: HDR Engineering, Inc.

Final Indirect Cost Rates:

Home Rate: 150.35% \* Field Rate: \_\_\_\_\_

Cost of Capital: 0.2984% Other: \_\_\_\_\_

Fiscal Period Covered (mm/dd/yyyy): 12/26/2015

*I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:*

- 1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*
- 2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.*

*All known material transaction or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.*

\*Signature: 

\*Name of Certifying Official (Print): Quint R. English

\*Title: Vice President | Company Controller

Date of Certification (mm/dd/yyyy): 05/26/2016

\*Note: This form is to be completed by an individual executive or financial officer of the consultant at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with a contract

\*For work performed on contracts awarded before June 24, 2014

HDR ENGINEERING, INC. AND SUBSIDIARIES

STATEMENT OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD  
FOR THE YEAR ENDED DECEMBER 26, 2015

	As Proposed by Consultant - Pre 6/24/14			As Proposed by Consultant - Post 6/24/14			
	Actual	Unallowable	FAR Ref.	Allowable	Unallowable	FAR Ref.	Allowable
DIRECT LABOR	\$ 371,163,205	\$ -		\$ 371,163,205	\$ -		\$ 371,163,205
FRINGE BENEFITS:							
Vacation	\$ 46,305,042	-		\$ 46,305,042	-		\$ 46,305,042
Holiday	16,613,719	-		16,613,719	-		16,613,719
Sick Leave	285,984	-		285,984	-		285,984
Payroll Taxes	42,970,867	-		42,970,867	-		42,970,867
Group Insurance	49,899,725	-		49,899,726	-		49,899,726
Retirement Benefits	25,097,706	81,779	1.	25,179,485	-		25,179,485
Total Fringe Benefits	181,173,044	81,779		181,254,823	-		181,254,823
GENERAL OVERHEAD:							
Indirect labor:							
General	\$ 145,769,473	(3,851,303)	2.	\$ 141,918,170	\$ (2,617,476)	2.	\$ 139,300,694
Marketing	43,075,482	(104,032)	3.	42,971,450	-		42,971,450
Travel and expenses - general	9,161,709	(1,795,582)	4.	7,366,127	-		7,366,127
Employees' expenses	13,739,539	(3,740,836)	5.	9,998,703	-		9,998,703
Supplies	391,099	-		391,099	-		391,099
Building rental and expenses - net	49,824,464	-		49,824,464	-		49,824,464
Taxes - general	3,216,357	-		3,216,357	-		3,216,357
Computer expense	54,313,060	-		54,313,060	-		54,313,060
Depreciation and amortization	7,780,195	(2,127,066)	6.	5,653,129	-		5,653,129
Postage	929,194	-		929,194	-		929,194
Telephone	3,769,644	-		3,769,644	-		3,769,644
Subscriptions	198,605	-		198,605	-		198,605
Donations	2,019,010	(2,019,010)	7.	-	-		-
Insurance and self-insurance	9,872,705	308,407	8.	10,181,112	-		10,181,112
Bad debts	415,917	(415,917)	9.	-	-		-
Office expenses	1,350,434	(32)	10.	1,350,402	-		1,350,402
Printing	152,312	-		152,312	-		152,312
Marketing	4,803,522	(2,706,696)	11.	2,096,826	-		2,096,826
Intercompany overhead	(652,471)	-		(652,471)	-		(652,471)
Administrative costs	13,412,034	(2,307,367)	12.	11,104,667	-		11,104,667
Temporary Help	1,101,289	-		1,101,289	-		1,101,289
Goodwill	10,197,719	(10,197,719)	6.	-	-		-
Interest - net	970,412	(970,412)	13.	-	-		-
Autos	860,307	(70,868)	14.	789,439	-		789,439
Professional services	1,177,424	(97,041)	15.	1,080,383	-		1,080,383
Miscellaneous	1,010,843	(898,853)	16.	111,990	-		111,990
Allocated expenses	54,278,434	(37,438,313)	17.	16,840,121	\$ (935,035)	2.	25,905,086
State income tax expense	1,561,303	505,317	18.	2,066,620	-		2,066,620
Total general overhead	444,700,015	(67,927,323)		376,772,692	\$ (3,552,511)		373,220,181
TOTAL FRINGE BENEFITS AND GENERAL OVERHEAD	\$ 625,873,059	(67,845,544)		\$ 558,027,515	\$ (3,552,511)		\$ 554,475,004
TOTAL FRINGE BENEFITS AND GENERAL OVERHEAD RATE	168.62%			150.35%			149.39%

## HDR ENGINEERING, INC. AND SUBSIDIARIES

### STATEMENTS OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD FOR THE YEAR ENDED DECEMBER 26, 2015 (Description of FAR References)

1. 31.205-6(j) — Pension amount funded in excess of the pension cost assigned to a cost accounting period is unallowable.
2. 31.205-6(a)(5), (c)(2) and (p), 27(a), 35 — Labor directly associated with unallowable activities is unallowable. Compensation paid to senior executives in excess of allowable limits. Expenditures in connection with acquisition costs are unallowable. Certain expenditures in connection with relocation costs are unallowable.
3. 31.205-1(f)(1) — Portion of unallowable public relations and advertising costs.
4. 31.205-1(f)(1), 14, 46, 51 — Portion of unallowable public relations and advertising costs. Costs of entertainment are unallowable. Meals and lodging in excess of federal per diem rates are unallowable. Costs of alcoholic beverages are unallowable.
5. 31.205-1(f)(1) and (7), 8, 14, 22, 27(n), 51 — A portion of public relations and advertising costs is unallowable. Contributions and donations are unallowable. Costs of entertainment are unallowable. Lobbying and political activities are unallowable. Costs of alcoholic beverages are unallowable.
6. 31.205-49 — Amortization of acquisition intangibles and goodwill is unallowable.
7. 31.205-8 — Contributions and donations are unallowable.
8. 31.205-19, 47(f)(6) — Insurance and self-insurance, costs defending patent infringement suits are unallowable— see insurance discussion in Note 3.
9. 31.205-3 — Bad debts are unallowable.
10. 31.205-1(f)(1), 14 — A portion of public relations and advertising costs is unallowable. Costs of entertainment are unallowable.
11. 31.205-1(f)(1) and (7), 8, 14, 22, 46 — A portion of public relations and advertising costs is unallowable. Costs of memberships in civic and community organizations are not allowable. Contributions and donations are unallowable. Costs of entertainment are unallowable. Lobbying and political activities are unallowable. Meals and lodging costs in excess of federal per diem rates are unallowable.
12. 31.205-1(f)(1) and (7), 8, 14, 22, 27, 46, 51 — A portion of public relations and advertising costs is unallowable. Costs of memberships in civic and community organizations are not allowable. Contributions and donations are unallowable. Costs of entertainment are unallowable. Lobbying and political activities are unallowable. Expenditures in connection with acquisition costs are unallowable. Meals and lodging costs in excess of federal per diem rates are unallowable. Costs of alcoholic beverages are unallowable.
13. 31.205-20 — Interest and other financial costs are unallowable.
14. 31.205-6(m)(2) — Portions of the cost of company-furnished automobiles that relate to personal use by employees, including transportation to and from work, are unallowable.
15. 31.201-4(a), 31.205-46, 47(f)(8) — A cost is allocable directly to a government contract if it is incurred specifically for the contract. Meals and lodging costs in excess of federal per diem rates are unallowable. Costs associated with a bid protest are unallowable.
16. 31.201-4(a), 31.205-3, 8, 14, 15, 46(c)(2), 51 — A cost is allocable directly to a government contract if it is incurred specifically for the contract. Bad debts are unallowable. Contributions and donations are unallowable. Cost of entertainment are unallowable. Costs of fines and penalties are unallowable. Portions of costs of leased airplane for business travel are unallowable. Costs of alcoholic beverages are unallowable.
17. Amount represents allocations of expenses from the Company's parent, HDR, Inc. Adjustments for unallowable expenses include 31.205-6(f)(1), 20. The adjustment also includes disallowances for unallowable expenses that are similar in nature to that incurred at the business segment level.
18. 31.205-41(b)(7) — Portion of state income tax that is deferred, whether an expense or benefit, and not a current tax expense is unallowable.



**Slorey, Kevin**

---

**From:** Harvey, Schatzie  
**Sent:** Thursday, July 07, 2016 4:57 PM  
**To:** WSDOT Consultant Rates; Jonson, Erik; Schofield, Larry; Slorey, Kevin; Ya, Maryna  
**Subject:** HDR Rate Correction  
**Attachments:** HDR FY15 ICR Memo Correction.pdf; HDR FY15 ICR Schedule.pdf

Hello,

I had a typo on the HDR rate letter; please see the attached correction.

Thanks,  
Schatzie

## **Exhibit E**

### **Sub-consultant Cost Computations**

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

See attached document for sub-consultant rates.

See attached WSDOT agreement for additional requirements related to sub-consultants.

Agreement Number: 739909



<b>AGREEMENT</b>  Not to Exceed: \$297,000	<b>ORGANIZATION:</b> Clark County 1300 Franklin Street Suite 650 Vancouver, WA 98660
<b>AGREEMENT NUMBER</b> RRB 1140	<b>Description of Work:</b> See Exhibit A

This AGREEMENT is between the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION hereinafter referred to as the "STATE", and CLARK COUNTY hereinafter referred to as the "GRANTEE," collectively referred to as the "PARTIES" and individually the "PARTY."

WHEREAS, the Legislature recognizes that the STATE, counties, local communities, railroads, labor and shippers all benefit from continuation of essential rail service for economic development purposes; and that abandonment of rail lines and rail freight service and the resultant motor vehicle freight traffic increases the burden on state highways and roads; and

WHEREAS, the Legislature finds that in many cases, the cost of upgrading the roads exceeds the cost of maintaining rail freight service. Thus, the economy of the State of Washington will be best served by a policy of maintaining and encouraging a healthy rail freight system by creating a mechanism which keeps rail freight lines operating if the benefits of the service outweigh the cost; and

WHEREAS, the GRANTEE shall follow all the federal, state and local laws, regulations and ordinances which are applicable; and

WHEREAS, the Scope of Work defined in this AGREEMENT is hereinafter referred to as "PROJECT"; and

WHEREAS, the GRANTEE is the local entity for administering the PROJECT funds; and

WHEREAS, the PROJECT has been identified as a Connecting Washington project supported by revenues under 2ESSB 5988, subject to the practical design requirements of ESHB 2012; and

WHEREAS, the STATE is authorized to charge an amount necessary to recoup the STATE's costs to administer the grants; and

NOW, THEREFORE, pursuant to the above recitals that are incorporated herein as if fully set forth below and in consideration of the terms, conditions, covenants and performances contained in this AGREEMENT, or attached hereto and by this reference made a part of this AGREEMENT, IT IS MUTUALLY AGREED AS FOLLOWS:

**SECTION 1 PRACTICAL DESIGN**

The Washington State Department of Transportation (WSDOT) defines practical design as an approach for project solutions that focus on the needs for the project and looks for cost-effective solutions. The WSDOT expects the GRANTEE to apply practical solutions as a means to reduce project costs. The GRANTEE shall provide documentation to WSDOT how practical solutions

were incorporated into the PROJECT design.

## **SECTION 2 SCOPE OF WORK**

The general Scope of Work is defined in the Description of Work, above which the STATE has determined to be a PROJECT that will improve the STATE's multimodal transportation system, and benefit the STATE and local economy. Complete details are included in EXHIBIT A SCOPE OF WORK, which is attached hereto and by this reference made a part of this AGREEMENT.

## **SECTION 3 PAYMENTS TO THE GRANTEE**

The STATE agrees to grant to the GRANTEE monies to accomplish the PROJECT detailed in EXHIBIT A.

Prior to initiating any work for performance hereunder, the GRANTEE shall provide the STATE with the proposed schedule for each item of work to be performed. The schedule shall be arranged in such a manner as to form a basis for comparison with progress billings for work performed. In the event of a change in the method or time for performance of any work, the GRANTEE shall update the schedule, subject to the STATE's approval, to reflect the changed circumstances.

Subject to the stipulations set forth in SECTION 2 SCOPE OF WORK, the STATE agrees to reimburse the GRANTEE up to a maximum amount of \$297,000.00 for the actual direct and related indirect costs incurred by the GRANTEE in the course of completing the PROJECT required under this AGREEMENT. This amount is less the \$3,000.00 the STATE has estimated it will need to administer this grant, which is also detailed in EXHIBIT A.

It is understood that the actual PROJECT costs under this AGREEMENT are based on preliminary estimates and that if unforeseen circumstances cause the PROJECT costs to exceed the PROJECT estimate, the GRANTEE shall complete the PROJECT by securing the necessary funds from other benefited parties. The design effort will be funded with state funds.

Any costs incurred by the GRANTEE prior to the execution of this AGREEMENT will be borne by the GRANTEE and will not be eligible for reimbursement from the STATE.

The GRANTEE shall comply with all provisions of the most recent version of 48 CFR § 31 or as subsequently amended, regarding accounting conventions.

The GRANTEE shall provide the STATE with documentation confirming local matching share amounts have been secured and used for the PROJECT.

The GRANTEE shall submit monthly invoices detailing work completed and a PROJECT status report. The STATE shall make periodic payments to the GRANTEE for costs incurred under this AGREEMENT. Supporting documentation for all costs being invoiced shall be submitted with the invoice each month. Failure to provide supporting documentation will render the cost ineligible for reimbursement. Payment by the STATE shall not relieve the GRANTEE of any obligation to make good any defective work or material upon PROJECT completion. At the time the final PROJECT invoice is submitted, the GRANTEE shall provide the STATE with a written statement confirming CLARK COUNTY is in compliance with the terms of the AGREEMENT. The STATE will provide an example of this written statement upon request.

The GRANTEE shall receive reimbursement for the actual cost of items identified in EXHIBIT A. Labor, materials, and/or other PROJECT costs supplied by the GRANTEE will only be reimbursed at actual cost without markup to the STATE or profit.

Reimbursement for GRANTEE rented or leased equipment, if any, will be based on actual cost as supported by original receipts. Reimbursement for GRANTEE owned equipment shall be based on rates per 23 CFR 140.910(a) and approved FRA reference sources.

Reimbursement for overhead costs will not be allowed unless specified in this AGREEMENT.

Reimbursement for travel, subsistence, and lodging expenses will not be eligible under this AGREEMENT unless specifically preapproved in writing by the STATE. If preapproved, the GRANTEE shall comply with the rules and regulations regarding travel costs in accordance with the Washington State Department of Transportation Accounting Manual M 13-82 Chapter 10 "Travel Rules and Procedures" and revisions thereto, and by this reference incorporated herein as if it were attached hereto. Online access to Accounting Manual (M 13-82) Chapter 10 "Travel Rules and Procedures" and subsequent revisions are available at the Washington State Department of Transportation's Internet Site. The online access address for the current Travel Reimbursement Rates is contained in EXHIBIT B. If online access is not available, contact the Washington State Department of Transportation headquarters office in Olympia to obtain copies.

Billing for non-salary cost, directly identifiable with the PROJECT, if any, shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts and miscellaneous supporting data submitted by the GRANTEE with each invoice. All above charges must be essential to the work conducted under this AGREEMENT. Crew travel time between normal workstation and jobsites will not be considered travel under this restriction.

If the STATE, at its sole discretion, determines that the PROJECT is not progressing in a satisfactory manner, the STATE may refuse monies for reimbursement to the GRANTEE for parts or all of the work performed to date.

If the PROJECT is not completed by June 30, 2017, the GRANTEE and STATE agree that the entire expense for the completion of the PROJECT will be borne solely by the GRANTEE. The GRANTEE shall then also be automatically in default and will be obligated to reimburse the STATE for the full amount of GRANT funds already paid to the GRANTEE. Any required repayment shall be due within thirty (30) calendar days after receipt of an invoice from the STATE.

#### **SECTION 4 PROGRESS PAYMENT**

The GRANTEE may forward monthly progress billings to the STATE for reimbursement by the STATE for PROJECT related work performed pursuant to EXHIBIT A.

The STATE agrees to make payments for eligible PROJECT related work from the previous month. The GRANTEE may submit progress billings at any time, but not more frequently than once per month. The STATE agrees to reimburse the GRANTEE for properly billed and supported PROJECT costs within thirty (30) calendar days of receipt of a progress billing.

Per 43.88 RCW, any invoices for work performed between July 1 and June 30 of any given year must be submitted to the STATE no later than July 6th (or the first business day after the July 4th holiday) of the same calendar year. If the GRANTEE is unable to provide an invoice for such work by this date, an estimate of all remaining payable costs owed by the State for work performed by the GRANTEE prior to July 1 must be submitted to the State no later than July 19th of the same year in order for the State to accrue the amount necessary for payment. The GRANTEE will thereafter submit any remaining invoices to the State for such work as soon as possible. Failure to comply with these requirements may result in delayed payment. The State shall not be required to

pay to the GRANTEE late payment fees, interest, or incidental costs incurred by the GRANTEE or any other costs related to a delayed payment if the GRANTEE fails to comply with the invoice requirements of this Section.

It is agreed that any STATE payment, pursuant to any GRANTEE payment request, will not constitute agreement as to the appropriateness of any item, and that required adjustments, if any, will be made at the time of STATE's final payment. In the event that the STATE and/or their representatives conducts an audit, and that audit indicates an overpayment of moneys granted to the GRANTEE, the GRANTEE agrees to refund the overpayment to the STATE within thirty (30) calendar days after being billed therefore.

#### **SECTION 5 MAINTENANCE OF RECORDS AND AUDIT REQUIREMENTS**

During the progress of the work, and for a period of not less than six (6) years from the date of final payment by the STATE to the GRANTEE, records and accounts of the GRANTEE are to be kept available for inspection and audit by representatives of the STATE.

Copies of the records shall be furnished to the STATE upon request and shall be maintained in accordance with accepted job cost accounting procedures as established in 48 CFR § 31. All costs must be supported by actual invoices and canceled checks. The GRANTEE agrees to comply with the audit requirements contained herein, and to impose the same requirement on any consultant, contractor, or subcontractor who may perform work funded by this AGREEMENT.

The records to be maintained by the GRANTEE shall include, but are not limited to, the following:

- (a) Records that identify the sources and applications of funds for this AGREEMENT and contain information pertaining to outlays;
- (b) Supporting source documents;
- (c) All documentation underlying the preparation of the financial reports;
- (d) Any other records which are required following notification of an amendment to State of Washington or federal regulations which takes effect during the period in which costs are allowable; and
- (e) Any other records necessary to disclose fully the amount and disposition of the funds provided to the GRANTEE under this AGREEMENT and charged to the PROJECT, supported by documents evidencing in detail the nature and propriety of the charges, the total cost of each undertaking for which the assistance was given or used, the amount of the costs of the undertaking supplied by other sources, and other books, records, and documents needed for a full and complete verification of the GRANTEE's responsibilities and all payments and charges under this AGREEMENT.

In the event that any litigation, claim or audit is initiated prior to the expiration of said six-year period, the records shall be retained until such litigation, claim, or audit involving the records is complete.

#### **SECTION 6 TERM**

This AGREEMENT shall become effective upon the date the last party signs the AGREEMENT. The AGREEMENT shall continue in full force for the useful life of the equipment and materials installed with STATE funds. It is the expectation of the parties that the useful life of the materials is ten (10) years. Accordingly, this AGREEMENT shall continue in full force and effect for ten (10) years after the physical completion of the work to be performed for this PROJECT.

## **SECTION 7 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

The following representations and warranties by the PARTIES hereto shall be considered conditions precedent to the effectiveness of this AGREEMENT.

The GRANTEE represents and warrants the following:

- (a) That it is a corporation duly organized, validly existing and in good standing under the laws of the State of Washington;
- (b) That the monies the GRANTEE will derive through this AGREEMENT will be used solely for the PROJECT as defined in this AGREEMENT;
- (c) That it has the full power and authority to enter into this AGREEMENT, and to carry out the obligations, which it has hereby undertaken;
- (d) That all corporate and other proceedings required to be taken by or on the part of the GRANTEE to authorize its entrance into this AGREEMENT, have been or will be duly taken;
- (e) That execution of this AGREEMENT and the performance of the improvement hereunder will not violate any statute, rule, regulation, order, writ, injunction or decree of any Court, administrative agency or government body;
- (f) That the GRANTEE has not employed or retained any company or person to solicit or secure this AGREEMENT, and that it has not paid or agreed to pay any company or person, any fee, commission percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the STATE shall have the right to terminate this AGREEMENT without liability;
- (g) That the GRANTEE shall not engage on a full, part-time, or other basis, during the period of the AGREEMENT, any professional or technical personnel, to work on this AGREEMENT, who are, or have been, at any time during the period of the AGREEMENT in the employ of the STATE without written consent of the employer of such person; and
- (h) That the GRANTEE shall not extend any loan, gratuity, or gift of money in any form whatsoever to any employee, agent, or officer of the STATE nor will the GRANTEE rent or purchase any equipment or materials from any employee or officer of the STATE.

## **SECTION 8 TERMINATION FOR FAULT**

Should either the STATE or the GRANTEE substantially fail to perform their obligations under this AGREEMENT, and continue in such default for a period of sixty (60) calendar days, the PARTY not in default shall have the right at its option, after first giving thirty (30) calendar days written notice thereof by certified mail to the PARTY in default, and notwithstanding any waiver by the PARTY giving notice of any breach thereof, to terminate this AGREEMENT. The termination of this AGREEMENT shall not impair any other rights of the terminating PARTY under this AGREEMENT or any rights of action against the defaulting PARTY for the recovery of damages. For purposes of this provision, a substantial failure to perform on the part of the GRANTEE shall be deemed to include, but shall not be limited to, any action of the GRANTEE that jeopardizes its ability to perform pursuant to this AGREEMENT.

## **SECTION 9 TERMINATION FOR CONVENIENCE**

The STATE may terminate this AGREEMENT in whole, or in part, upon thirty (30) calendar days written notice whenever: (a) The requisite grant funding becomes unavailable through failure of appropriation or otherwise; and/or (b) The STATE determines that such termination is in the best interests of the STATE. (c) If the STATE exercises its rights under this section XIII, then the STATE shall reimburse GRANTEE for any expenses and costs eligible hereunder prior to receipt

of such notice of termination.

#### **SECTION 10 ASSIGNMENT AND SUCCESSION**

Neither the STATE nor the GRANTEE may assign or in any manner transfer either in whole or in part this AGREEMENT or any right or privilege granted to it hereunder, nor permit any person or persons, company or companies to share in any such rights or privileges without the prior written consent of the other PARTY hereto, except as otherwise herein provided. Nothing in this AGREEMENT shall be construed to permit any other railway company or any other person, corporation, or association, directly or indirectly, to possess any right or privilege herein.

#### **SECTION 11 FORCE MAJEURE**

It is further understood and agreed that neither the GRANTEE nor the STATE, as the applicable case may be, shall be required to keep this AGREEMENT in effect during any period(s) it is prevented from doing so by governmental action, war, strikes, riots, terrorism, or civil commotion, or if the rail facilities or any portion thereof is made unserviceable by Acts of God including, but not limited to, floods, high water, or other damage by the elements.

#### **SECTION 12 NOTICES**

Any notice, request, consent, demand, report, statement or submission which is required or permitted to be given pursuant to this AGREEMENT shall be in writing and shall be delivered personally to the respective PARTY set forth below, or if mailed, sent by certified United States mail, postage prepaid and return receipt required, to the respective PARTIES at the addresses set forth below, or to such other addresses as the PARTIES may from time to time advise by written notice to the other PARTY. The date of personal delivery or of execution of the return receipt in the case of delivery by certified U.S. mail, of any such notice, demand, request, or submission shall be presumed to be the date of delivery.

##### **NOTICES IN THE CASE OF THE GRANTEE: CLARK COUNTY**

Greg Shafer, Development Engineering Division Manager  
1300 Franklin Street Suite 650  
Vancouver, WA 98660

Should the above Registered Agent become unavailable, the GRANTEE consents to allowing the legal notices to be sent to the Secretary of State of the State of Washington.

##### **NOTICES IN THE CASE OF THE STATE:**

Ron Pate, Director  
WSDOT Rail, Freight, and Ports Division  
310 Maple Park Avenue SE  
Olympia, WA 98504-7407

#### **SECTION 13 INTERPRETATION**

This AGREEMENT shall be construed liberally so as to secure to each PARTY hereto all of the rights, privileges, and benefits herein provided or manifestly intended. This AGREEMENT, and each and every provision hereof, is for the exclusive benefit of the PARTIES hereto and not for the benefit of any third party. Nothing herein contained shall be taken as creating or increasing any right of a third party to recover by way of damages or otherwise against the PARTIES hereto.

If any covenant or provision, or part thereof, of this AGREEMENT shall be adjudged void, such adjudication shall not affect the validity or obligation of performance of any other covenant or provision, or part thereof, which in itself is valid, if such remainder conforms to the terms and



requirements of applicable law and the intent of this AGREEMENT. No controversy concerning any covenant or provision shall delay the performance of any other provisions except as herein allowed.

All remedies provided in the AGREEMENT are distinct and cumulative to any other right or remedy under this document or afforded by law or equity, and may be exercised independently, concurrently, or successively therewith.

Any forbearance of the PARTIES in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of, or preclude the exercise of that or any other right or remedy hereunder.

Each PARTY hereby agrees to immediately notify the other PARTY of any change in conditions or any other event, which may significantly affect the TERM of this AGREEMENT or the PARTY's ability to perform the PROJECT in accordance with the provisions of this AGREEMENT.

#### **SECTION 14 SUBCONTRACTING**

It is understood that the GRANTEE may choose to subcontract all or portions of the work. The GRANTEE must obtain the STATE's advanced written approval of all subcontractors it shall employ on the PROJECT.

No contract between the GRANTEE and its contractors and/or their subcontractors, and/or material suppliers shall create any obligation or liability of the STATE with regard to this AGREEMENT without the STATE's specific written consent to such obligation or liability notwithstanding any concurrence with, or approval of, the award, solicitation, execution, or performance of any contract or subcontract. The GRANTEE hereby agrees to include the provisions of this AGREEMENT in all contracts entered into by the GRANTEE for the employment of any individuals, procurement of any materials, or the performance of any work to be accomplished under this AGREEMENT.

#### **SECTION 15 LAWS TO BE OBSERVED**

- 1. General Compliance.** The GRANTEE shall comply with all applicable federal, State, and local laws, rules, regulations, and orders pertaining to the PROJECT, including but not limited to 48 CFR Part 31 and 49 CFR Part 18. If any action or inaction by the GRANTEE results in a fine, penalty, cost, or charge being imposed or assessed on or against the GRANTEE and/or the STATE, the GRANTEE shall assume and bear any such fine, penalty, cost, or charges. In the event the STATE, for any reason, is required to pay the same, the GRANTEE, upon demand, shall promptly reimburse, indemnify, and hold harmless the STATE for or on account of such fine, penalty, cost or charge and shall also pay all expenses and attorney's fees incurred in defending any action that may be brought against the STATE on account thereof. The GRANTEE shall, in the event of any such action and upon notice thereof from the STATE, defend any such action(s) free of cost, charge and expense to the STATE.
- 2. Permits and Compliance with land use and environmental laws.** The GRANTEE shall be responsible for obtaining all necessary permits from federal, state, and local agencies of government and compliance with land use and environmental regulations pertaining to the performance of work under this AGREEMENT.
- 3. Compliance with Social Laws.** During the term of the AGREEMENT, the GRANTEE and its contractors, subcontractors, and lessees shall comply with all applicable STATE and FEDERAL workmen's compensation, employer's liability and safety and other similar laws applicable to the GRANTEE.

4. **Equal Employment Opportunity.** In connection with the execution of this AGREEMENT, the GRANTEE or its Contractor shall not discriminate against any employee or applicant for employment because of race, creed, marital status, age, color, sex or national origin, or disability, except for a bona fide occupational qualification.

#### **SECTION 16 INDEPENDENT CONTRACTOR**

The GRANTEE shall be deemed an independent contractor for all purposes and the employees of the GRANTEE or any of its contractors, subcontractors, lessees and the employees thereof, shall not in any manner be deemed the employees or agents of the STATE.

#### **SECTION 17 SAFETY AND LIABILITIES**

1. **Safety.** The GRANTEE shall do all things necessary and proper for the safe operation of the PROJECT and shall comply with all regulations prescribed by law or any public authority with respect thereto for the safety of the public or otherwise.
2. **Personal Liability of Public Officers.** No officer or employee of the STATE or GRANTEE shall be personally liable for any act, or failure to act, in connection with this AGREEMENT, it being understood that in such matters they are acting solely as agents of the STATE or GRANTEE.
3. **Responsibility for Damage.** The STATE, Transportation Commission, Secretary of Transportation, and all officers and employees of the STATE including, but not limited to, those of the Department of Transportation shall not be responsible in any manner for: any loss or damage to the work or any part thereof; for any loss of material or damage to any of the materials or other things used or employed in the performance of the work; for any injury to or death of any persons, either workers or the public, or for damage to the public for any cause due to the intentional acts or negligence of the GRANTEE or its workers, or anyone employed by it.
4. **Indemnification.** The GRANTEE shall indemnify and hold the STATE and all its officers and employees harmless from, and shall process and defend at its own expense all claims, demands, or suits at law or equity arising out of this AGREEMENT caused by the performance or failure to perform by the GRANTEE, its agents, employees and/ or its subcontractors of any and all duties prescribed by, or incidental to its performance under, this AGREEMENT; provided that nothing herein shall require the GRANTEE to indemnify or hold the STATE harmless against claims, demands, or suits based solely upon the negligent conduct of the STATE, its officers or employees; and provided further that if the claims, demands or suit is caused by or results from the concurrent negligence of (a) the GRANTEE's agents or employees and (b) the STATE's agents or employees, and involves those actions covered by RCW 4.24.115, this indemnity provision with respect to claims or suits based upon such negligence shall be valid and enforceable only to the extent of the GRANTEE's negligence or the negligence of the GRANTEE's agents or employees.

The GRANTEE agrees that its obligations under this Section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents while performing construction and/or maintenance for the PROJECT. For this purpose, the GRANTEE, by mutual negotiation, hereby waives with respect to the STATE only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW. This indemnification and waiver shall survive the termination of this AGREEMENT for all claims, demands, or suits at law or equity arising out of this Agreement during its term.

#### **SECTION 18 NO WAIVER OF STATE'S RIGHTS**

The STATE shall not be precluded or stopped by any measurement, estimate, or certificate made

either before or after the completion and acceptance of the work and payment therefore from showing the true amount and character of the work performed and materials furnished, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the work or materials do not conform in fact to the AGREEMENT. Neither the granting of an extension of time, nor acceptance of and/or payment for, the whole or any part of the work by the STATE shall bar the STATE from seeking recovery of damages or any money wrongfully or erroneously paid to the GRANTEE. A waiver of any breach of contract shall not be held to be a waiver of any other or subsequent breach.

#### **SECTION 19 VENUE**

In the event that either PARTY deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the PARTIES hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in Thurston County. The PARTIES also agree that each PARTY shall be responsible for its own attorney's fees and other legal costs.

#### **SECTION 20 DISPUTES RESOLUTION**

In the event that a dispute arises under this AGREEMENT which cannot be resolved between the PARTIES, the dispute shall be settled in the following manner: Each PARTY to this AGREEMENT shall appoint a member to a dispute board. The members so appointed shall jointly appoint a third member who is not employed by or affiliated in any way with the two PARTIES to this AGREEMENT. The dispute board shall evaluate the facts, contract terms, and applicable statutes and rules and make a determination of the dispute. The determination of the dispute board shall be final and binding on the PARTIES hereto. The PARTIES agree to each be responsible for its own costs and further agree to equally share the cost of the third member of the dispute board.

#### **SECTION 21 COMPLETE AGREEMENT**

This document and referenced attachments contain all of the covenants, stipulations and provisions agreed upon by the PARTIES. No agents, 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 an amendment to this AGREEMENT prior to beginning or continuing any work to be covered by the amendment.

#### **SECTION 22 EXECUTION OF ACCEPTANCE**

The PARTIES adopt all statements, representations, warranties, covenants, and EXHIBITS to this AGREEMENT.

#### **SECTION 23 AMENDMENT**

Either PARTY may request changes in these provisions. Such changes that are mutually agreed upon shall be incorporated as written amendments to this AGREEMENT. No variation or alteration of the terms of this AGREEMENT shall be valid unless made in writing and signed by authorized representatives of the PARTIES hereto prior to beginning or continuing any work to be covered by the amendment.

**SECTION 24 COUNTERPARTS**

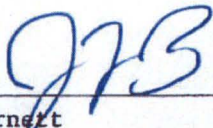
This AGREEMENT may be executed in two counterparts, each of which shall be deemed to be an original having identical legal effect.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT as of the date signed last by the PARTIES below.

STATE OF WASHINGTON Department of Transportation

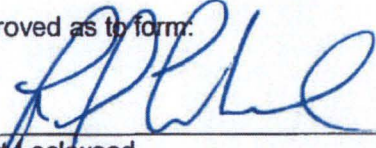
By:   
Ron Pate, Director  
WSDOT Rail, Freight, and Ports Division


Date: 10/6/16

By:   
Jerry Barnett  
Clark County Project Manager

Date: 9/15/16

Approved as to form only:

Approved as to form:  
By:   
Scott Lockwood  
Assistant Attorney General  
State of Washington

By:   
Deputy Prosecuting Attorney

Date: 10/5/2016

Any modification, change or revision to this AGREEMENT requires the further approval as to form by the Office of the Attorney General.

Clark County  
By:   
Mark McCauley  
County Manager

Date: 9/28/16

**EXHIBIT A  
SCOPE OF WORK  
SCHEDULE**

**Scope of Work:**

Planning, design, and initial permitting for Bridge 12 (Salmon Creek) replacement on the Chelatchie Prairie Railroad at milepost 12.45

**Schedule:**

- 30% Design (Alternatives Analysis): March 2017
- Permit Plan Set (approximately 60% Design): June 2017
- Identification of all Applicable Permits: June 2017

**EXHIBIT B  
WSDOT ACCOUNTING MANUAL CHAPTER 10  
TRAVEL RULES AND PROCEDURES**

Online access available at:

[http://www.wsdot.wa.gov/publications/fulltext/design/ConsultantSrvs/Accounting\\_Chapter10.pdf](http://www.wsdot.wa.gov/publications/fulltext/design/ConsultantSrvs/Accounting_Chapter10.pdf)

**CURRENT TRAVEL REIMBURSEMENT INFORMATION**

Per Diem Rates as of October 2015 are available online at:

<http://www.ofm.wa.gov/resources/travel/colormap1015.pdf>

Please review the Office of Financial Management Website for periodic updates to these rates

<http://www.ofm.wa.gov/>



HanmiGlobal Partner

808 sw third avenue, suite 300 • portland, oregon 97204  
503.287-6825 • fax 503.415-2304  
www.otak.com

January 27, 2017

HDR  
700 Washington Street, Suite 405  
Vancouver, WA 98660  
Attn: Jason Ruth, PE

**Re: Clark County Railroad Bridge #12 Replacement Survey Proposal**

Dear Mr. Ruth:

Otak is pleased to submit our proposal for land surveying and mapping services for the above referenced project. Our scope of work is listed on Attachment A, attached hereto and made a part of, this letter.

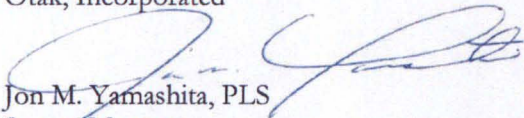
Otak is the best choice for this work. We have a survey field crew that has current track safety training; we have extensive and recent experience work on the railroad; we are very familiar with the access and permitting requirements of the PVJR; we have several survey technicians who are very experienced in producing survey deliverables in Microstation V8i.

**Otak proposes to perform the services listed above for a not to exceed amount of \$25,125.** Our work will be billed on an hourly basis in accordance with our WSDOT audited overhead rate in effect at the time the work is performed + 10% profit. (See Attachment B and Attachment C).

In-house direct expenses, such as copies, reproductions, facsimiles, etc. are included in the contract amount. Outsourced expenses, such as overnight delivery charges, will be invoiced at cost plus 10 percent and are not included in the contract amount. If this proposal is acceptable, please sign the Services Agreement below and return it to our office. I look forward to hearing from you soon.

I may be reached at 503.415.2379 if you have any comments or questions regarding this proposal. I look forward to hearing from you soon.

Sincerely,  
Otak, Incorporated

  
Jon M. Yamashita, PLS  
Survey Manager

## ATTACHMENT A

### Clark County Bridge #12 Replacement – Design Survey Scope

Otak, Inc.

1-27-16

#### **TASK 1 ACCESS COORDINATION, PERMITS, PROJECT MANAGEMENT AND COORDINATION**

Otak shall provide management, coordination and direction to the Otak project team to complete quality project deliverables on time and within budget. Otak shall schedule and supervise tasks and maintain liaison and coordination with HDR staff.

Otak shall coordinate field activities and access to the rail road right of way with Clark County, PVJR, and Cahill Inc., to obtain proper permits, safety certification, and flagging, and will participate in daily safety briefings provided by Cahill Inc.

Otak will complete and submit "Application for PVJR Contractors Right of Entry Permit", along with necessary exhibits. Contractor shall also obtain and keep current all necessary insurance as required by PVJR for access to the right of way, including Commercial General Liability Insurance, Business Automobile Insurance, Workers Compensation and Employers Liability Insurance, and Railroad Protective Liability Insurance with required endorsements.

Otak shall complete surveying under the direction of the appropriate professional that is registered in the State of Washington. Otak's professional that has provided the direct supervision of the work shall stamp all reports, maps, drawings and calculations.

Otak shall maintain project files to include survey field notes and electronic field files, existing survey data including surveys, plat and deeds, meeting minutes, correspondence, memos, transmittals, etc.

#### **Deliverable(s):**

- Project files and documentation.

#### **TASK 2 SURVEYING**

Otak's licensed land surveyor shall be responsible for land surveying services including conformance to all state statutes pertaining to survey and land boundary laws under this Statement of Work.

##### **2.1 Research, Reconnaissance, Initial Control Survey**

Otak shall research existing records for railroad maps, val-maps, survey maps, partitions, subdivisions, corner records, road records, etc. for existing survey monumentation of record.



Otak will prepare notification letters to adjoining residents and Otak will distribute by US Mail to all land owners adjoining the project limits prior to the start of survey work.

Otak shall establish a primary control network extending throughout and beyond the project area, including 2 metal capped bench marks (one near rail elevation, one near creek elevation). Otak shall establish ties to geodetic points, public land corners and property boundary monuments sufficient to locate right of way and property boundary lines. The horizontal datum shall be NAD83(2011) Epoch 2010.0, Washington State Plane South Zone, US Survey Feet and vertical datum will be NAVD88, or other recognized datum specified by HDR prior to the start of work.

**Deliverable(s):**

- PDF copies of existing surveys, plat and other record data;
- Final Microstation drawing file will include established control network;

**2.2 Monument Recovery**

Otak shall perform monument recovery services including the recovery of: Government corners, geodetic control stations, bench marks and property boundary markers of record.

Otak shall:

- Recover and measure the positions of monuments of record for the purpose of preserving them from destruction or documenting them before they are destroyed;
- Recover and measure the positions of existing monuments to be used for the determination of existing property and right of way lines, and provide a description of the physical monuments.

**Deliverable(s):**

- Final Microstation drawing file will include description and positions of recovered monuments.

**2.3 Existing Right of Way and Boundary Resolution**

Otak shall:

- Use professional judgment in determining the type of evidence available, and the influence given each factor; and
- Measure and/or evaluate the available evidence for relevance, adequacy, and reliability; and
- Resolve rights of way and/or property boundaries using accepted concepts and rationale.

**Deliverable(s):**

- Final Microstation drawing file will include resolved rights of way and property boundaries.

**2.4 Base Map and Field Topographic Survey**

Otak shall gather supplemental topographic data for this project by field surveying techniques consistent with preparing a Triangulated Irregular Network (TIN). The TIN will depict the actual existing ground surface shape adequate to prepare base mapping with one-foot contour intervals. A combination of data at break lines, features, and spot locations shall be used to develop the

TIN model. All survey mapping will be performed with a terrestrial robotic total station, scanning will not be used to derive bridge structure locations.

Using accepted field surveying techniques, Otak shall collect, within the boundaries of the survey area:

Track:

- Top of rail stations/elevations, 1,000-ft each side of the bridge (100' increment on tangent and 50' on curves, both rails).
- RR embankment X-sections at back face abutment, 25' back from abutment, and 75' back from abutment each bridge end.
- Locate horizontal curve and spiral points, as applicable.
- Locate points of switch, road crossings, culverts, etc. in bridge vicinity.
- Record rail weight, type, and vintage.
- Record tie plate dimensions and type.
- Locate utilities include vertical dimension to overhead utilities within 1000' each end of bridge (measured along the rail).
- Record any overhead obstructions (stationing, vertical clearance, and distance from centerline track).

Existing bridges:

- Locate centerline of each existing substructure unit at centerline track.
- Locate bridge-side (inside) face and elevation of backwall, each abutment.
- Locate any object that could interfere with the placement of a new structure.
- Locate center and elevation of cap top each end of cap.
- Elevation and station of each wingwall corner and channel wall points.
- Extents of piers and abutments in plan view, at ground line.
- Extents of wingwalls and channel walls (as applicable) in plan view.
- Locate edge and T/golf paths, 200' each side of existing bridge (50' intervals).
- Record structure depth of existing span (T/tie to low chord).
- Record angle of centerline of each existing substructure unit with centerline bridge.
- Record orientation of centerline track to centerline bridge.
- Details and extents of nearby US/DS drainage structures.
- Locations of any visible pile stubs in stream in bridge vicinity.

Photographs:

- Elevation view of bridge.
- Looking westward from east end of bridge (track level).
- Looking eastward from west end of bridge (track level).
- Looking northward (transverse right) from bridge (track level).
- Looking southward (transverse left) from bridge (track level).
- Bearing areas of superstructure.
- Looking upstream from 200' downstream of bridge.
- Looking downstream from 200' upstream of bridge.

**DTM in bridge vicinity:**

- ROW to ROW and 100' beyond each abutment.

**Cross sections:**

- One cross section upstream and one cross section downstream beyond embankment, approximately 250' long

**Boring and Potholes:**

- Survey boring and/or pothole locations (if available during survey field work)

Otak shall document field survey activities in field survey notes.

**Deliverable(s):**

- Topographic Base Map in Microstatin V8i format with point file.

**TASK 3.0 Expenses**

**Fee includes:**

- \$1000 for 60-day railroad protective insurance policy
- \$250 for PVJR to set and remove derails
- Cahill, Inc., costs are not included and are anticipated to be paid by the project Owner.

Assumption: The \$600 permit fee will be waived by Clark County.

ATTACHMENT B

<i>Task</i>	<i>Description</i>	PLS Sr. Manager	Sr. Field Party Chief	Sr. Field Survey Tech II	Survey Tech	Project Admin	<i>Total Hours</i>	<i>Total Budget by Task</i>
<b>1</b>	<b>Access Coordination, permits</b>	5.0				1.0	6	\$1,020
<b>2</b>	<b>Surveying</b>							
	Survey Control, Research	2.0	8.0	8.0	8.0		26	\$2,378
	Track	0.5	12.0	12.0	2.0		27	\$2,181
	Existing Bridge	1.0	16.0	16.0	12.0		45	\$3,821
	Stream Cross sections		20.0	20.0	4.0		44	\$3,536
	Boring and Potholes		4.0	4.0	1.0		9	\$725
	Photographs, Indexing	0.5	1.0		1.0		3	\$269
	DTM	0.5	30.0	30.0	8.0		69	\$5,582
	Drafting (Microstation)				16.0		16	\$1,457
	QC, Review, QC Checklist	5.0	2.0				7	\$1,118
	Punchlist/cleanup	1.0	4.0	4.0	4.0		13	\$1,189
							0	
<b>3</b>	<b>Expenses</b>						0	\$1,250
	<i>Total Hours</i>	16	97	94	56	1	264	
	<i>Billing Rate</i>	\$190.62	\$82.24	\$76.36	\$91.05	\$66.79		
	<i>Total Labor Cost</i>	\$2,955	\$7,977	\$7,178	\$5,099	\$67		\$24,525

ATTACHMENT B  
 COST INFORMATION  
 BREAKDOWN OF BILLING RATES AND DIRECT NONLABOR RATES  
 Otak, Inc.

**DIRECT LABOR COSTS**

Classification  (Examples)	Direct Salary Rate		Overhead 169.72%		Fee 10.00%		Billing Rate	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
PIC/PLS - Sr. Manager	\$58.41	\$68.15	\$99.13	\$115.66	\$5.84	\$6.81	\$163.38	\$190.62
Survey Technician	\$27.50	\$32.55	\$46.67	\$55.24	\$2.75	\$3.26	\$76.92	\$91.05
Survey Tech II, Sr. Field Party Chief	\$23.00	\$29.40	\$39.04	\$49.90	\$2.30	\$2.94	\$64.34	\$82.24
Sr. Field Survey Technician II	\$22.00	\$27.30	\$37.34	\$46.33	\$2.20	\$2.73	\$61.54	\$76.36
Project Administrative Assistant	\$22.74	\$23.88	\$38.59	\$40.52	\$2.27	\$2.39	\$63.61	\$66.79

Note:

All travel will be billed per WSDOT Travel Regulations;  
 All sub-consultant costs and direct reimbursables will be at cost with no mark-ups; and  
 The max. rates include 5% escalation.



# Oregon

Kate Brown, Governor

Department of Transportation  
Central Services – Audit Services  
355 Capitol St. NE – MS52  
Salem, OR 97301-2528  
(503)986-3213

October 5, 2016

The Board of Directors and Stockholders  
OTAK, Inc.

Re: OTAK, Inc. Schedule of Indirect Cost Rate  
Fiscal Year Ended December 31, 2015

We have performed a cognizant review of OTAK, Inc.'s documentation and the working papers of your independent CPA firm, Nason Accounting, LLC, of their audit of the Schedule of Indirect Cost Rate for OTAK, Inc.'s Fiscal Year Ended December 31, 2015 in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7. Our cognizant review was performed in accordance with the AASHTO Review program for CPA Audits of Consulting Engineers' Indirect Cost Rates.

We were provided with a copy of Nason Accounting, LLC's report dated June 7, 2016, copies of their working papers and additional documentation from OTAK, Inc.

Based on our review, we accepted the audited Schedule of Indirect Cost Rate. This letter of concurrence establishes OTAK, Inc.'s Schedule of Indirect Cost Rate for the fiscal year ended December 31, 2015 at 169.22% of direct labor and a Facilities Capital Cost of Money factor of 0.50% of direct labor.

A copy of this letter will be forwarded to the appropriate ODOT contracting offices and Washington DOT as per your request. If you or any representative of OTAK, Inc. has any questions, please contact me at (503) 986-3213 or Inna Smyth at (503) 986-3174.

Sincerely,

Margaret Cole, CPA  
External Audit Services Manager  
Oregon Department of Transportation

cc: Dave Johnson, CFO, OTAK, Inc.  
David Shafer, Controller, OTAK, Inc.  
James C. Gill, CPA, Nason Accounting, LLC

**OTAK, Inc.**  
**Overhead Schedule**

01/01/15-12/31/15

Account Title	G/L Overhead Costs		OTAK Adjustments		Proposed Overhead Costs	Audit		ACCEPTED OVERHEAD COSTS	%		
	FINAL		FINAL	Notes		Adjustments	Notes				
<b>Direct Labor Base</b>											
601.00 Direct Labor - Principals	\$	738,512.00	\$	-	\$	738,512.00	\$	-	\$	738,512.00	9.44%
601.02 Direct Labor - FAR Adjustment		-		84,119.00	1	84,119.00		-		84,119.00	1.07%
602.00 Direct Labor - Employees		7,002,221.48		-		7,002,221.48		-		7,002,221.48	89.48%
602.01 Direct Labor - Employees Overtime		340.30		-		340.30		-		340.30	0.00%
<b>Total Direct Labor Base</b>	<b>\$</b>	<b>7,741,073.78</b>	<b>\$</b>	<b>84,119.00</b>		<b>7,825,192.78</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>7,825,192.78</b>	<b>100.00%</b>
<b>Overhead Costs</b>											
701.00 Indirect Labor-Principals & Employees		2,399,176.43		-		2,399,176.43		-		2,399,176.43	30.66%
701.02 FAR Indirect Labor		-		(84,119.00)	1	(84,119.00)		-		(84,119.00)	-1.07%
701.50 Indirect Labor-Premium Time		(14.00)		-		(14.00)		-		(14.00)	0.00%
702.00 Bid and Proposal Labor		978,048.46		(51,705.00)	4	926,343.46		-		926,343.46	11.84%
702.01 Training Labor		142,139.76		-		142,139.76		-		142,139.76	1.82%
702.50 Proposal Project Time		992,264.66		-		992,264.66		-		992,264.66	12.68%
705.01 PTO & Comp		859,307.02		-		859,307.02		-		859,307.02	10.98%
705.02 Sabbatical Leave		2,372.27		-		2,372.27		-		2,372.27	0.03%
705.03 Principals Vacation		(817.73)		-		(817.73)		-		(817.73)	-0.01%
705.04 Sick Pay		54,063.42		-		54,063.42		-		54,063.42	0.69%
705.05 Holiday Pay		456,083.24		-		456,083.24		-		456,083.24	5.83%
705.06 Voluntary PTO		6,512.06		-		6,512.06		-		6,512.06	0.08%
705.07 Legal Settlement-Compensation		-		-		-		-		-	0.00%
707.01 Bonuses		(16,180.00)		34,919.86	2	18,739.86		-		18,739.86	0.24%
707.02 Bonuses - Safety		6,252.84		-		6,252.84		-		6,252.84	0.08%
708.00 Severance Pay		1,154.00		-		1,154.00		-		1,154.00	0.01%
710.00 Payroll Taxes		-		-		-		-		-	0.00%
710.01 Payroll Taxes- FICA ER Expense		990,760.47		-		990,760.47		-		990,760.47	12.66%
710.02 Payroll Taxes- SUI ER Expense		199,866.15		-		199,866.15		-		199,866.15	2.55%
710.03 Payroll Taxes- WBFT ER Expense		3,058.29		-		3,058.29		-		3,058.29	0.04%
710.04 Payroll Taxes- Trimet ER Expense		46,816.09		-		46,816.09		-		46,816.09	0.60%
712.00 Employee Housing		3,150.00		-		3,150.00		-		3,150.00	0.04%
713.00 Employee Relocation Expenses		10,993.26		-		10,993.26		-		10,993.26	0.14%
714.00 Employer 401(k) contribution		(100,000.00)		100,000.00	3	-		-		-	0.00%
715.00 Flex/401K Admin Fees		4,774.50		-		4,774.50		-		4,774.50	0.06%
716.00 Fringe Benefits Other		6,327.27		-		6,327.27		-		6,327.27	0.08%
717.00 Health Insurance Claims		(0.89)		-		(0.89)		-		(0.89)	0.00%
718.00 Health Insurance Employees		1,358,374.14		-		1,358,374.14		-		1,358,374.14	17.36%
719.00 Life & LTD Insurance Employees		(4,807.33)		-		(4,807.33)		-		(4,807.33)	-0.06%
722.01 Employee Functions - FAR		12,159.55		(12,159.55)	1	-		-		-	0.00%
722.02 Alcoholic Beverage - FAR		6,331.86		(6,331.86)	1	-		-		-	0.00%
723.00 Employee Personal Charges - FAR		1,918.47		(1,918.47)	1	-		-		-	0.00%

**OTAK, Inc.**  
**Overhead Schedule**

01/01/15-12/31/15

Account Title	G/L Overhead Costs	OTAK		Proposed Overhead	Audit	Notes	ACCEPTED	%
	FINAL	Adjustments	Notes	Costs	Adjustments		OVERHEAD COSTS	
724.00 DRPD Unallowed Charges - FAR	1,287.66	(1,287.66)	1	-	-		-	0.00%
725.00 Continuing Education	24,832.41			24,832.41	-		24,832.41	0.32%
726.00 Professional Fees & Licenses	17,301.18			17,301.18	-		17,301.18	0.22%
727.00 Travel-Education	415.00			415.00	-		415.00	0.01%
728.00 Travel - Employee Commuting Expense	2,446.16			2,446.16	-		2,446.16	0.03%
729.01 Employee Recruiting	70,439.54			70,439.54	-		70,439.54	0.90%
729.02 Employee Recruiting Advertising	1,026.04			1,026.04	-		1,026.04	0.01%
729.03 Employee Recruiting - FAR	230.54	(230.54)	1	-	-		-	0.00%
730.01 Office Rent	974,394.54			974,394.54	-		974,394.54	12.45%
730.02 Office Rent- CAM Charges	144,835.98			144,835.98	-		144,835.98	1.85%
730.03 Office Rent-Utilities Paid	6,690.94			6,690.94	-		6,690.94	0.09%
731.00 Janitorial Services	11,558.00			11,558.00	-		11,558.00	0.15%
732.00 Protective Services	-			-	-		-	0.00%
733.00 Maintenance & Repairs	19,065.31			19,065.31	-		19,065.31	0.24%
734.00 Utilities	12,673.69			12,673.69	-		12,673.69	0.16%
735.00 Telephone	277,095.22			277,095.22	-		277,095.22	3.54%
736.00 Internet Services	39,927.08			39,927.08	-		39,927.08	0.51%
740.01 Operating & General Supplies	153,680.08			153,680.08	-		153,680.08	1.96%
740.02 Operating & General Supplies - FAR	388.67	(388.67)	1	-	-		-	0.00%
741.00 Postage & Freight	18,269.37			18,269.37	-		18,269.37	0.23%
742.01 Printing & Graphics	10,306.28			10,306.28	-		10,306.28	0.13%
743.00 Computer Supplies	31,910.69			31,910.69	-		31,910.69	0.41%
744.00 Software Program Expenses	345,869.92			345,869.92	-		345,869.92	4.42%
745.00 Outside Computer Services	175,892.85			175,892.85	-		175,892.85	2.25%
746.01 Miscellaneous	1,719.07			1,719.07	-		1,719.07	0.02%
746.02 Miscellaneous FAR	8,481.01	(8,481.01)	1	-	-		-	0.00%
747.00 Equipment Rental	15,810.04			15,810.04	-		15,810.04	0.20%
748.00 Equipment Lease	156,931.66			156,931.66	-		156,931.66	2.01%
749.01 Business Meals - inside	5,537.10			5,537.10	-		5,537.10	0.07%
749.02 Business Meals - Offsite	15,800.61			15,800.61	-		15,800.61	0.20%
749.03 Business Meals - Inside FAR	1,131.41	(1,131.41)	1	-	-		-	0.00%
749.04 Business Meals - Offsite FAR	7,218.23	(7,218.23)	1	-	-		-	0.00%
751.00 Office Functions	1,200.31			1,200.31	-		1,200.31	0.02%
751.00 Office Functions-FAR	19,736.62	(19,736.62)	1	-	-		-	0.00%
752.00 Temp Clerical & Admin Services	3,497.90			3,497.90	-		3,497.90	0.04%
755.00 Travel Airfare - FAR	6,227.95	(6,227.95)	1	-	-		-	0.00%
755.01 Travel Automobile Rental - FAR	897.23	(897.23)	1	-	-		-	0.00%
755.02 Travel Lodging - FAR	19,921.76	(19,921.76)	1	-	-		-	0.00%
755.03 Travel Parking - FAR	2,040.55	(2,040.55)	1	-	-		-	0.00%
755.04 Travel Misc - FAR	25,288.71	(25,288.71)	1	-	-		-	0.00%
756.00 Fuel	63,923.91			63,923.91	-		63,923.91	0.82%



**OTAK, Inc.**  
**Overhead Schedule**

01/01/15-12/31/15

Account Title	G/L Overhead Costs	OTAK Adjustments		Proposed Overhead	Audit	Notes	ACCEPTED OVERHEAD	%
	FINAL	FINAL	Notes	Costs	Adjustments		COSTS	
760.01 Insurance - Business	440,266.39			440,266.39	-		440,266.39	5.63%
762.01 Vehicle Leases	160,513.17			160,513.17	-		160,513.17	2.05%
763.01 Travel Mileage Reimbursed	22,189.23			22,189.23	-		22,189.23	0.28%
763.02 Travel Mileage Reimbursed FAR	2,091.99	(2,091.99)	1	-	-		-	0.00%
764.01 Vehicles Expenses	58,483.91			58,483.91	-		58,483.91	0.75%
764.02 Vehicles Expenses-FAR	25.00	(25.00)	1	-	-		-	0.00%
774.00 Business Development	11,587.72			11,587.72	-		11,587.72	0.15%
775.02 Photography Expense FAR	500.00	(500.00)	1	-	-		-	0.00%
776.00 Advertising & Promotion	14,780.22	(14,780.22)	1	-	-		-	0.00%
776.01 Advertising AD Placement	1,830.00	(1,830.00)	1	-	-		-	0.00%
777.00 Marketing Exhibits	9,138.54	(9,138.54)	1	-	-		-	0.00%
778.00 Marketing Expenses	49,321.70	(49,321.70)	1	-	-		-	0.00%
779.00 Client Appreciation	5,515.19	(5,515.19)	1	-	-		-	0.00%
780.01 Professional Services - Other	97,087.64			97,087.64	-		97,087.64	1.24%
780.02 Professional Services - Other FAR	2,246.96	(2,246.96)		-	-		-	0.00%
781.01 Professional Dues, Pubs, Subscrip	23,748.53			23,748.53	(1,332.54)	6	22,415.99	0.29%
781.02 Professional Dues, Pubs, Subscrip FAR	2,937.18	(2,937.18)	1	-	-		-	0.00%
782.00 Business Ds License, Memberships	60.00			60.00	-		60.00	0.00%
782.01 Business Ds License, Membership & Fees	58,308.16			58,308.16	(7,551.06)	7	50,757.10	0.65%
782.02 Business Ds License & Membership-FAR	12,992.38	(12,992.38)	1	-	-		-	0.00%
783.01 Business Subscriptions & Pubs	9,041.55			9,041.55	-		9,041.55	0.12%
783.02 Business Subscriptions & Pubs FAR	423.67	(423.67)	1	-	-		-	0.00%
787.03 Travel Airfare	60,970.65		1	60,970.65	-		60,970.65	0.78%
787.04 Travel Lodging	46,344.89			46,344.89	-		46,344.89	0.59%
787.05 Travel Meals	10,085.53			10,085.53	-		10,085.53	0.13%
787.06 Travel Parking	55,505.28			55,505.28	-		55,505.28	0.71%
787.07 Travel Misc	3,749.75			3,749.75	-		3,749.75	0.05%
787.08 Travel Meals - FAR	3,768.72	(3,768.72)	1	-	-		-	0.00%
788.00 Travel - Auto Rental	14,048.75			14,048.75	-		14,048.75	0.18%
790.01 Legal	73,815.87			73,815.87	-		73,815.87	0.94%
790.02 Legal FAR	573.50	(573.50)	1	-	-		-	0.00%
792.02 Legal Claim Settlement FAR	3,858.80	(3,858.80)	1	-	-		-	0.00%
793.00 Legal Claim Other Expenses	199,999.00			199,999.00	-		199,999.00	2.56%
793.01 Accounting Services	191,463.28			191,463.28	(11,875.00)	8	179,588.28	2.30%
793.02 Accounting Services FAR	30,750.00	(24,600.00)	1	6,150.00	-		6,150.00	0.08%
800.00 Allowance for Bad Debt - FAR	124,586.00	(124,586.00)	1	-	-		-	0.00%
801.01 Bank Charges & Fees	119,054.99			119,054.99	-		119,054.99	1.52%
803.02 Contributions FAR	1,500.00	(1,500.00)	1	-	-		-	0.00%
803.04 Contributions Political	1,000.00	(1,000.00)	1	-	-		-	0.00%
805.00 Sales Tax Paid	19,470.24			19,470.24	-		19,470.24	0.25%
806.00 Other Taxes	235,489.82			235,489.82	-		235,489.82	3.01%

**OTAK, Inc.**  
**Overhead Schedule**

01/01/15-12/31/15

Account Title	G/L Overhead Costs	OTAK Adjustments	Proposed Overhead Costs	Audit Adjustments	Notes	ACCEPTED OVERHEAD COSTS	%
	FINAL	FINAL					
807.00 Penalties, Finance Chg, Late Fees	936.78	(936.78)	1	-	-	-	0.00%
808.00 Moving Expense	5,000.00			-	-	5,000.00	0.06%
810.00 Overhead Allocation	(258,000.00)	108,977.00	5	(149,023.00)	-	(149,023.00)	-1.90%
816.01 Depreciation	481,171.52			481,171.52	-	481,171.52	6.15%
817.00 Interest Expense FAR	154,834.45	(154,834.45)	1	-	-	-	0.00%
818.00 Income Tax Expense	412,380.08	(314,280.08)	1	98,100.00	-	98,100.00	1.25%
902.00 Interest Income	(192,568.32)	192,568.32	1	-	-	-	0.00%
903.00 Dividend Income	(1,687.20)	1,687.20	1	-	-	-	0.00%
904.00 Miscellaneous Income	(31,774.41)			(31,774.41)	-	(31,774.41)	-0.41%
904.01 Misc Sublease Rental Income	(1,400.00)	1,400.00	1	-	-	-	0.00%
904.02 Finance Charge Revenue	(649.55)	649.55	1	-	-	-	0.00%
906.00 Gain/Loss Asset Disposal	(60,359.04)			(60,359.04)	-	(60,359.04)	-0.77%
	<u>\$ 13,802,993.99</u>	<u>\$ (540,623.45)</u>		<u>\$ 13,262,370.54</u>	<u>\$ (20,758.60)</u>	<u>\$ 13,241,611.94</u>	<u>169.22%</u>
Pre-Adj. Overhead Rate before FCCM	178.31%			Overhead Rate before FCCM		169.22%	
FCCM	<u>0.50%</u>			FCCM		<u>0.50%</u>	
Tota Gross Compliant Indirect Rate	<u>178.81%</u>			Total FAR Compliant Indirect		<u>169.72%</u>	

Schedule Footnotes:

- 1 Accounts not claimed by OTAK - all costs voluntarily removed.
- 2 True up GL to actual payouts for bonuses
- 3 Amount removed by Otak in 2014 via adjustment in FAR schedule, removed via GL 2015 - should be zero per OTAK
- 4 Adjustment for marketing personnel efforts on public relations and advertising (plus fringe allocation) FAR 31.205-1
- 5 Adjust allocation to UAE to Three Factor Formula
- 6 Extrapolated results of statistical sample of accounts with higher risk of containing unallowable costs. Detected errors were lobbying portion of dues FAR 31.205-22
- 7 Extrapolated results of statistical sample of accounts with higher risk of containing unallowable costs. Detected errors were staff holiday party FAR 31.205-13
- 8 Extrapolated results of statistical sample of accounts with higher risk of containing unallowable costs. Detected errors were costs relative to tax preparation fees FAR 31.205-41

February 1, 2017

Jason Ruth, PE  
HDR Engineering, Inc.  
700 Washington Street, Suite 405  
Vancouver, Washington 98660

**RE: GEOTECHNICAL SCOPE OF SERVICES AND FEES  
REPLACEMENT OF CLARK COUNTY BRIDGE AT MP 12  
CLARK COUNTY, WASHINGTON**

Dear Mr. Ruth:

Shannon & Wilson, Inc., is pleased to submit this proposal for geotechnical engineering services for the proposed replacement of the Clark County Railroad Bridge at milepost (MP) 12 (Bridge 12) in Clark County, Washington. We understand that our scope of services is to provide geotechnical engineering design services for 60 percent design. Construction support is not included in this scope of services.

#### **PROJECT UNDERSTANDING & APPROACH**

The existing Bridge 12 is an 11-span timber trestle and carries one trackway of the Clark County short-line railroad over two cart paths. The existing bridge length is approximately 160 feet. The bridge spans across a shallow stream within the property limits of the Cedars Golf Course. The new bridge structure type and length are not available at this time. We understand that the new bridge will be a typical railroad bridge and will be supported by steel piles HP14x90 or HP14x17. It is anticipated that the piles will support a 120- to 140-ton design bearing, and a factor of safety will be 2.7 to match that of the BNSF standards being used as guidance for this project. We understand that there will be no additional fills on the existing embankment and no bridge abutment wall. We also understand that the current train schedule on this track is once a week.

## SCOPE OF SERVICES

We understand that our scope of services is to provide geotechnical engineering services for 60 percent design that would include exploring the subsurface conditions at the site; performing laboratory testing; engineering analysis and design; and preparing a report that summarizes data collection, analysis, and recommendations. The geotechnical services will include the following tasks:

- Task 1: Site Reconnaissance and Explorations Field Locates
- Task 2: Field Explorations
- Task 3: Laboratory Testing
- Task 4: Geotechnical Engineering Analysis
- Task 5: Geotechnical Engineering Report

**Task 1: Site Reconnaissance and Exploration Field Locates.** Published and available geologic subsurface information will be reviewed. A Shannon & Wilson representative will visit the site to observe the existing site conditions, including geologic hazards and site access for the field explorations. Proposed boring locations will be marked and referenced to existing structures during this site visit. The Utility Notification Center will be contacted for utility clearance. Shannon & Wilson will prepare drilling subcontracts and coordinate drilling schedules and issues with drilling subcontractors. The elevations at the ground surface will be estimated based on existing topographic maps provided by the design team.

*Deliverable(s): Included in Task 5.*

**Task 2: Field Explorations.** We propose to perform one boring on the golf cart path near the north bridge abutment and one boring on the existing embankment near the south bridge abutment to characterize the subsurface conditions. The boring to be located on the golf cart path will be drilled to a maximum depth of 100 feet below ground surface. The boring to be located on the existing embankment will be drilled to a maximum depth of 25 feet below ground surface to characterize the existing embankment materials.

The boring on the golf cart path will be drilled using a truck-mounted drill rig. The boring on the existing embankment will be drilled using portable drill rig, a hand carry and assemble drill rig. Standard Penetration Test (SPT) sampling will be performed in soil and accomplished at 2.5-foot intervals in the upper 10 feet and at 5-foot intervals thereafter. Soil samples will be collected

using a Shelby tube thin walled sampler at selected depths, depending on materials encountered. If rock is encountered, rock coring of 10 feet in rock will be performed. No piezometer installation will be performed. Groundwater levels will be recorded if encountered. When complete, the borings will be fully backfilled in accordance with Washington Department of Ecology regulations.

We assume that the Investigation-derived waste or IDW (cuttings/spoils/water) from field explorations are not contaminated, and IDW will be placed in 55-gallon drums and be disposed of off-site.

A geologist from our firm will observe the borings, maintain field logs of the conditions and materials encountered, and obtain samples for laboratory testing. Draft exploration logs will be made available to the team as preliminary information and will be finalized after laboratory testing is completed.

*Assumptions:*

- HDR will survey the boring locations vertically and horizontally with the top of tie on the track, offset from the track centerline and distance from the nearest abutment. The survey data and site plan should be provided to Shannon & Wilson.
- No drilling permits will be required from Clark County.
- S&W field personnel will attend a 4-hour on-track safety class provided by Clark County prior to works along the railroad track.
- Clark County will provide a track escort for the drilling company. On-Track Safety will not be required for the driller. The escort will be provided at the County's expense.
- Clark County will obtain all site access permits and arrange site access through the golf course.
- Clark County will provide train schedule.
- The boring on the railroad embankment will be drilled on day when there is no train running.
- Roadway traffic control is not required.
- Railroad flaggers, if required, would be at Clark County's expense.
- All borings through pavement will be patched with cold patch asphalt emulsion, or quick-set PCC, as appropriate.

- The planned explorations do not include an environmental site assessment, and the site is assumed to be “clean” regarding hazardous or contaminated materials. Therefore, no additional environmental drilling procedures are scoped in this proposal.

*Deliverable(s): Included in Task 5.*

**Task 3: Laboratory Testing.** Laboratory testing will be conducted to identify subsurface materials and to provide data on the physical characteristics, including settlement analysis parameters. The testing will include standard soil classification tests such as natural water contents, visual-manual classifications, Atterberg limit tests, particle size analyses, and a suite of corrosivity testing including pH, sulfate, sulfide, chloride, resistivity, and redox. The laboratory classification tests will be used to confirm soil descriptions for preparation of the final computer-generated boring logs (gINT logs). Test procedures will be performed in general accordance with applicable ASTM International standards.

*Deliverable(s): Included in Task 5.*

**Task 4: Geotechnical Engineering Analysis.** Geotechnical engineering and design will be performed in accordance with the 2015 AREMA guidelines. The geotechnical analyses will include the following tasks:

- Provide soil seismic profile and parameters for three levels of seismic design in accordance with the 2015 AREMA guidelines.
- Evaluate seismic hazards, including liquefaction potential, settlement, lateral spreading, and slope instability. Evaluate seismic impacts on bridge foundation design, including seismic downdrag force and lateral loads due to lateral spreading. Soil improvement mitigation design for seismic hazards is not included in our scope of services.
- Provide deep foundation axial capacities for steel pile HP14x90 and HP14x17.
- Provide material properties for L-Pile input to be used by the structural engineer for evaluating lateral loads on deep foundations.
- Provide group efficiency for deep foundation.
- Provide pile driving recommendations.
- Provide earthwork recommendations including site and subgrade preparation, excavation, backfill, and fill placement and compaction.

*Assumptions:*

- Soil improvement mitigation design for seismic hazards is not included in our scope of services.

*Deliverable(s): Included in Task 5.*

**Task 5: Geotechnical Engineering Report.** A Geotechnical Engineering Report will be prepared presenting the results of the site reconnaissance, field explorations, laboratory testing, and engineering analysis and design, as well as our recommendations and conclusions. In addition, soil boring logs, using MicroStation V8i, will be provided for inclusion in the plans. A draft report will be submitted for HDR to review and comment. Review comment will be incorporated into the final report.

*Deliverable(s): One electronic file (PDF) of the draft Geotechnical Engineering report. Two bound copies and one electronic file (PDF) of the final Geotechnical Engineering report.*

#### **SCHEDULE**

We will work closely with HDR and Clark County to meet the project schedule. We are prepared to begin work promptly upon receipt of notice to proceed. Underground utility clearance will require 3 days to complete. The subsurface explorations may begin 3 to 4 weeks after receipt of notice to proceed, depending on drilling subcontractor availability. The drilling subcontractors in Portland are extremely busy and may require up to 4 weeks to get on their schedule. The subsurface explorations will take 3 to 4 days to complete. Laboratory testing will take approximately 4 to 5 days. Engineering analysis will take 2 weeks to complete; report preparation will also take 1 to 2 weeks. Therefore, we can provide a draft report approximately 7 to 8 weeks after receipt of notice to proceed.

#### **ESTIMATED FEES**

Our estimated fee for labor and expenses for the above base scope of services is \$28,981.00. A breakdown of labor and expenses is included in the attached Table 1, Estimated Cost of Services Breakdown (Base Scope). We propose to perform these tasks on a time-and-expense basis. The total estimated costs will not be exceeded without prior written authorization.

Jason Ruth, PE  
HDR Engineering, Inc.  
February 1, 2017  
Page 6 of 6

SHANNON & WILSON, INC.

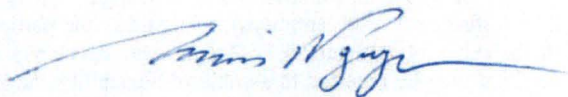
### CLOSURE

The services proposed herein will be performed in accordance with our Standard General Terms and Conditions, which are attached to the end of this proposal. Shannon & Wilson has prepared the attachment "Important Information About Your Geotechnical/Environmental Proposal" to assist you and others in understanding the use and limitations of our proposal. If this proposal meets your approval, please sign and return the attached authorization sheet, which will service as our notice to proceed.

Thank you for the opportunity to submit this proposal; we look forward to working with you on this project. If you have any questions, or wish to discuss the scope of services and cost further, please call the undersigned at (503) 210-4750.

Sincerely,

**SHANNON & WILSON, INC.**



Travis Nguyen, PE  
Associate | Geotechnical Engineer

TTN:RPP/hrj:aeb

Enclosures: Table 1: Estimated Cost of Services Breakdown (Base Scope)  
Important Information About Your Geotechnical/Environmental Proposal





**SHANNON & WILSON, INC.**  
Geotechnical and Environmental Consultants

Attachment to and part of Proposal 24-2-05106-001  
Geotechnical Scope of Services and Fees  
Replacement of Clark County Bridge at MP 12

Date: February 1, 2017

To: HDR Engineering, Inc.

Attn: Jason Ruth, PE

## **IMPORTANT INFORMATION ABOUT YOUR GEOTECHNICAL/ENVIRONMENTAL PROPOSAL**

More construction problems are caused by site subsurface conditions than any other factor. The following suggestions and observations are offered to help you manage your risks.

### **HAVE REALISTIC EXPECTATIONS.**

If you have never before dealt with geotechnical or environmental issues, you should recognize that site exploration identifies actual subsurface conditions at those points where samples are taken, at the time they are taken. The data derived are extrapolated by the consultant, who then applies judgment to render an opinion about overall subsurface conditions; their reaction to construction activity; appropriate design of foundations, slopes, impoundments, and recovery wells; and other construction and/or remediation elements. Even under optimal circumstances, actual conditions may differ from those inferred to exist, because no consultant, no matter how qualified, and no subsurface program, no matter how comprehensive, can reveal what is hidden by earth, rock, and time.

### **DEVELOP THE SUBSURFACE EXPLORATION PLAN WITH CARE.**

The nature of subsurface explorations—the types, quantities, and locations of procedures used—in large measure determines the effectiveness of the geotechnical/environmental report and the design based upon it. The more comprehensive a subsurface exploration and testing program, the more information it provides to the consultant, helping to reduce the risk of unanticipated conditions and the attendant risk of costly delays and disputes. Even the cost of subsurface construction may be lowered.

Developing a proper subsurface exploration plan is a basic element of geotechnical/environmental design, which should be accomplished jointly by the consultant and the client (or designated professional representatives). This helps the parties involved recognize mutual concerns and makes the client aware of the technical options available. Clients who develop a subsurface exploration plan without the involvement and concurrence of a consultant may be required to assume responsibility and liability for the plan's adequacy.

### **READ GENERAL CONDITIONS CAREFULLY.**

Most consultants include standard general contract conditions in their proposals. One of the general conditions most commonly employed is to limit the consulting firm's liability. Known as a "risk allocation" or "limitation of liability," this approach helps prevent problems at the beginning and establishes a fair and reasonable framework for handling them, should they arise.

Various other elements of general conditions delineate your consultant's responsibilities. These are used to help eliminate confusion and misunderstandings, thereby helping all parties recognize who is responsible for different tasks. In all cases, read your consultant's general conditions carefully and ask any questions you may have.

### **HAVE YOUR CONSULTANT WORK WITH OTHER DESIGN PROFESSIONALS.**

Costly problems can occur when other design professionals develop their plans based on misinterpretations of a consultant's report. To help avoid misinterpretations, retain your consultant to work with other project design professionals who are affected by the geotechnical/environmental report. This allows a consultant to explain report implications to design professionals affected by them, and to review their plans and specifications so that issues can be dealt with adequately. Although some other design professionals may be familiar with geotechnical/environmental concerns, none knows as much about them as a competent consultant.

**OBTAIN CONSTRUCTION MONITORING SERVICES.**

Most experienced clients also retain their consultant to serve during the construction phase of their projects. Involvement during the construction phase is particularly important because this permits the consultant to be on hand quickly to evaluate unanticipated conditions, to conduct additional tests if required, and when necessary, to recommend alternative solutions to problems. The consultant can also monitor the geotechnical/environmental work performed by contractors. It is essential to recognize that the construction recommendations included in a report are preliminary, because they must be based on the assumption that conditions revealed through selective exploratory sampling are indicative of actual conditions throughout a site.

Because actual subsurface conditions can be discerned only during earthwork and/or drilling, design consultants need to observe those conditions in order to provide their recommendations. Only the consultant who prepares the report is fully familiar with the background information needed to determine whether or not the report's recommendations are valid. The consultant submitting the report cannot assume responsibility or liability for the adequacy of preliminary recommendations if another party is retained to observe construction.

**REALIZE THAT ENVIRONMENTAL ISSUES MAY NOT HAVE BEEN ADDRESSED.**

If you have requested only a geotechnical engineering proposal, it will not include services needed to evaluate the likelihood of contamination by hazardous materials or other pollutants. Given the liabilities involved, it is prudent practice to always have a site reviewed from an environmental viewpoint. A consultant cannot be responsible for failing to detect contaminants when the services needed to perform that function are not being provided.

**ONE OF THE OBLIGATIONS OF YOUR CONSULTANT IS TO PROTECT THE SAFETY, PROPERTY, AND WELFARE OF THE PUBLIC.**

A geotechnical/environmental investigation will sometimes disclose the existence of conditions that may endanger the safety, health, property, or welfare of the public. Your consultant may be obligated under rules of professional conduct, or statutory or common law, to notify you and others of these conditions.

**RELY ON YOUR CONSULTANT FOR ADDITIONAL ASSISTANCE.**

Your consulting firm is familiar with several techniques and approaches that can be used to help reduce risk exposure for all parties to a construction project, from design through construction. Ask your consultant, not only about geotechnical and environmental issues, but others as well, to learn about approaches that may be of genuine benefit.

The preceding paragraphs are based on information provided by the  
ASFE/Association of Engineering Firms Practicing in the Geosciences, Silver Spring, Maryland

SHANNON WILSON, INC.  
PORTLAND BRANCH

TABLE 1: ESTIMATED COST OF SERVICES BREAKDOWN (BASE SCOPE)

Clark County Railroad Bridge MP 12																	February 1, 2017																	
HDR Engineering, Inc.																	Shannon & Wilson, Inc.																	
24-1-05106-001																	Prepared by TTN/RPP																	
Attn: Jason Ruth, PE																																		
TASK	Sr. VP	VP	Sr. Assoc.	Assoc.	Sr. Prof. III	Sr. Prof. II	Sr. Prof. I	Prof. IV	Prof. III	Prof. II	Prof. I	Tech II	Office Svcs IV	Office Svcs III	Office Svcs II	TOTAL HOURS	TOTAL LABOR	TOTAL DIRECT COSTS	TOTAL TASK AMOUNT															
1				7				5	5					1		18	\$1,716	\$128.40	\$1,845															
				\$1,173					\$458					\$85																				
2				4		2			34					1		41	\$4,125	\$8,754.94	\$12,880															
				\$870		\$265			\$3,116					\$85																				
3				1				1						1		3	\$253	\$1,585.00	\$1,838															
				\$188										\$85																				
4		2		4			30									36	\$4,935		\$4,935															
		\$440		\$870			\$3,825																											
5		3		8			40								5	56	\$7,484		\$7,484															
		\$900		\$1,341			\$5,100								\$384																			
<b>TOTALS</b>																																		
<b>TOTAL HOURS</b>																	5	24	72	6	39	3	5											
<b>AVERAGE HOURLY RATES</b>																	\$220	\$220	\$210	\$168	\$147	\$128	\$127		\$92	\$82	\$110	\$85	\$77					
<b>TOTAL LABOR ESTIMATE</b>																		\$1,099		\$4,022			\$0,179		\$3,573				\$256	\$384		154	\$18,513	\$10,468
																	<b>TOTAL ESTIMATED FEES AND LABOR</b>			\$28,981														

DIRECT COSTS (ODC) BY TASK	1	2	3	4	5	TOTAL
Travel: Vehicles & Per Diem	128.40	140.44				268.84
Office: Reproduction & Software Usagees						
Drilling		8,232.00				8,232.00
Subcontractors Traffic Control & Utility Check		262.50				262.50
Field Equipment Rentals		120.00				120.00
Laboratory Testing			1,585.00			1,585.00
<b>Total</b>	<b>128.40</b>	<b>8,754.94</b>	<b>1,585.00</b>			<b>10,468.34</b>



**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](http://www.wsdot.wa.gov)

June 14, 2016

Shannon & Wilson, Inc.  
400 N 34<sup>th</sup> Street, Suite 100  
Seattle, WA 98103

Subject: Acceptance FYE 2015 ICR – CPA Report

Dear Ms. Noelani Bevill:

We have accepted your firms FYE 2015 Indirect Cost Rate (ICR) of 193.35% based on the "Independent CPA Report," prepared in accordance with Part 31 of the FAR, by CPA Consulting, Inc.. Your ICR acceptance is in accordance with 23 CFR 172.7 and must be updated on an annual basis. This rate may be subject to additional review if considered necessary by WSDOT and will be applicable for:

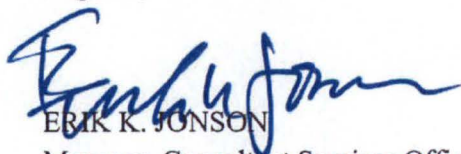
- WSDOT Agreements
- Local Agency Contracts in Washington State only

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

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

If you have any questions, feel free to contact our office at (360) 705-7104 or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards;



ERIK K. JOHNSON

Manager, Consultant Services Office

EKJ:kms



June 9, 2016

TO: Erik Jonson, Contracting Services Manager

*Debra C. Cleverson for -*

FROM: Schatzie Harvey, Agreement Compliance Audit Manager

SUBJECT: Shannon & Wilson, Inc. Indirect Cost Rate for  
Fiscal Year Ended December 31, 2015

We accept the audit work performed by CPA Consulting, Inc. related to Shannon & Wilson's Indirect Cost Rate for the above referenced fiscal year. CPA Consulting, Inc. audited the Shannon & Wilson Inc. 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 Shannon & Wilson, Inc. Indirect Cost Rate for fiscal year ending December 31, 2015 at 193.35% of direct labor (rate includes 0.25% 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 [harveys@wsdot.wa.gov](mailto:harveys@wsdot.wa.gov).

Attachment

cc: Steve McKerney  
File

## Certification of Final Indirect Costs

Firm Name: Shannon & Wilson, Inc.

Indirect Cost Rate Proposal: 193.1%

Date of Proposal Preparation (mm/dd/yyyy): 4/29/2016

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 1/1/2015 - 12/31/2015

*I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief.*

*1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*

*2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.*

*All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.*

Signature: 

Name of Certifying Official\* (Print): Hollie L. Ellis

Title: SR Vice President

Date of Certification (mm/dd/yyyy): 4/29/2016

\*The "Certifying Official" must be an individual executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate for use under Agency contracts.

Ref. FHWA Directive 4470.1A available on line at:  
<http://www.fhwa.dot.gov/legsregs/directives/orders/44701a.htm>

**SHANNON & WILSON, INC.**  
**STATEMENT OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD**  
**For the Year Ended December 31, 2015**

	General Ledger Balance	Portion Unallowable	FAR Reference	Proposed Audited Total	Percent of Direct Labor
<b>DIRECT LABOR</b>	\$ 13,240,763	\$ -		\$ 13,240,763	
<b>FRINGE BENEFITS</b>					
Additional compensation	3,016,000	150,000	(15) 31.205-6	3,166,000	
Qualified retirement plans	1,612,665	-		1,612,665	
Vacation, sick and holiday	2,458,676	-		2,458,676	
Payroll fringes	4,930,826	(119,691)	(2,3) 31.205-1,13	4,811,135	
	<u>12,018,167</u>	<u>30,309</u>		<u>12,048,476</u>	91.0%
<b>GENERAL OVERHEAD</b>					
Administrative salaries	3,565,782	(41,163)	(1,4) 31.205-6(f),(p)	3,524,619	
Proposal and business development labor	3,182,756	(171,900)	(5) 31.205-1	3,010,856	
Equipment	344,600	-		344,600	
Rent and facility	2,108,409	(5,388)	(13) 31.203(b)	2,103,021	
Travel and auto	554,932	(7,153)	(6) 31.205-46	547,779	
Proposal and business development	527,345	(369,956)	(7,8,9) 31.205-1,8,14	157,389	
Interest	920	(920)	(10) 31.205-20	-	
Supplies	561,358	-		561,358	
Outside professional services	384,911	-		384,911	
Computer	683,675	-		683,675	
Telephone and postage	327,616	-		327,616	
Conferences and professional	606,215	(20,530)	(6,14) 31.205-46,22	585,685	
Depreciation	500,701	-		500,701	
Insurance	882,230	-		882,230	
Taxes and licenses	1,983,105	(1,398,732)	(11) 31.205-41	584,373	
Bad debts	12,000	(12,000)	(12) 31.205-3	-	
Revenue from in-house charges	(680,547)	-		(680,547)	
	<u>15,546,008</u>	<u>(2,027,742)</u>		<u>13,518,266</u>	102.1%
<b>Total Fringe Benefits and General Overhead</b>	<u>\$ 27,564,175</u>	<u>\$ (1,997,433)</u>		<u>\$ 25,566,742</u>	<u>193.1%</u>
Facilities capital cost of money				<u>\$ 33,071</u>	<u>0.250%</u>

*See accompanying notes.*

**SHANNON & WILSON, INC.**  
**STATEMENT OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD**  
**For the Year Ended December 31, 2015**

**FAR References:**

- (1) Unallowable spot bonuses
- (2) Taxes related to unallowable promotion labor
- (3) Unallowable meals and employee gifts
- (4) Executive compensation in excess of allowable amount
- (5) Advertising and public relations labor
- (6) Excess per diem and travel expense
- (7) Unallowable contribution costs
- (8) Unallowable entertainment costs
- (9) Unallowable advertising and public relations costs
- (10) Interest expenses
- (11) Federal income taxes
- (12) Bad debts
- (13) Rent charged as direct costs to projects
- (14) Unallowable lobbying cost
- (15) Accrued prior year bonuses paid in current year



**NOTE B: DESCRIPTION OF ACCOUNTING SYSTEM (continued)**

**Depreciation** – Depreciation has been provided on the straight-line method over the estimated useful lives of buildings, equipment and leasehold improvements. The depreciation included in General Overhead does not exceed the amount used in the financial statements and is allowable under FAR 31.205-11(e).

**Sick leave** – Sick leave costs are neither accrued annually nor paid to an employee upon termination. Applicable sick leave costs are expensed if paid and then included in the overhead rate.

**Compensation** – The Company paid no compensation in excess of the FAR 31.205-6(p) limit of \$487,000 per person. Senior executive compensation was analyzed using the 2015 *National Compensation Matrix* in accordance with the AASHTO Audit Guide. A total of \$32,433 was determined to be unallowable and has been eliminated in the calculation of the overhead rate.

**NOTE C: FACILITIES CAPITAL COST OF MONEY (FCCM)**

The Facilities Capital Cost of Money rate has been calculated in accordance with FAR Section 31,205-10; using average net book values of equipment and facilities multiplied by the average Treasury rates for the applicable period, as shown:

Beginning net capital assets, January 1, 2015	\$ 1,222,312
Ending net capital assets, December 31, 2015	<u>1,717,307</u>
Average Net Capital Assets	1,469,810
Average Treasury Rate	<u>2.250%</u>
Facilities Cost of Money	<u>\$ 33,071</u>
Direct Labor Base	<u>\$ 13,240,763</u>
FCCM Rate	<u>0.250%</u>

**NOTE D: BENEFIT PLANS**

The Company has two qualified retirement plans which cover employees who meet eligibility requirements. The Company made cash contributions of \$1,612,665 to the plans during the year ended December 31, 2015.

**NOTE E: AUDITOR CONTACT**

The person to contact relative to this engagement is:

Kristine L. Tryon  
CPA Consulting, Inc., P.S.  
Phone (425) 401-5061

## **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: 739909

## **Exhibit G** **Certification Documents**

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- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of Agency Official
- 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: 739909

**Exhibit G-1(a) Certification of Consultant**

I hereby certify that I am the and duly authorized representative of the firm of  
HDR Engineering, Inc.  
whose address is  
700 Washington Street, Suite 405, Vancouver, WA 98660  
and that neither the above firm nor I have:

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

I acknowledge that this certificate is to be furnished to the 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.

HDR Engineering, Inc.  
\_\_\_\_\_  
Consultant (Firm Name)

  
\_\_\_\_\_  
Signature (Authorized Official of Consultant)

2-6-17  
\_\_\_\_\_  
Date

Agreement Number: 739909

**Exhibit G-1(b) Certification of Agency Official**

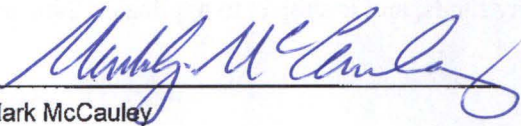
I hereby certify that I am the:

- Agency official of the local agency
- Other

of the Clark County, Washington, and HDR Engineering, Inc.  
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

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

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

  
Signature Mark McCauley

3/8/17  
Date

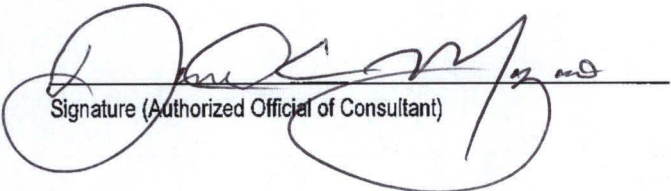
Agreement Number: 739909

## 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.

HDR Engineering, Inc.

\_\_\_\_\_  
Consultant (Firm Name)

  
\_\_\_\_\_  
Signature (Authorized Official of Consultant)

2-16-17  
\_\_\_\_\_  
Date

Agreement Number: 739909

## 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:

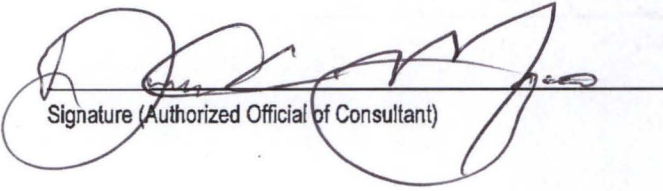
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress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

HDR Engineering, Inc.

\_\_\_\_\_  
Consultant (Firm Name)

  
\_\_\_\_\_  
Signature (Authorized Official of Consultant)

2-6-17  
\_\_\_\_\_  
Date

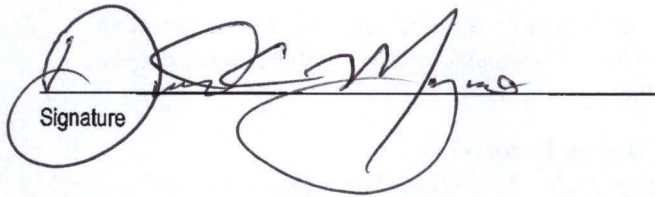
Agreement Number: 739909

**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 CCCP RR Bridge 12 Concept 60% Design \* are accurate, complete, and current as of February 1, 2017 \*\*.

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: HDR Engineering, Inc.

  
Signature

  
Title

Date of Execution\*\*\*:

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

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

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

Agreement Number: 739909



# Exhibit I

## **Alleged Consultant Design Error Procedures**

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

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

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

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

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

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

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

### **Step 4 Attempt to Resolve Alleged Design Error with Consultant**

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

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

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### **Step 5 Forward Documents to Local Programs**

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

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

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## **Exhibit J**

# **Consultant Claim Procedures**

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

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

### **Step 1 Consultant Files a Claim with the Agency Project Manager**

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

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

### **Step 5 Informing Consultant of Decision Regarding the Claim**

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

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

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

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