

CLARK COUNTY STAFF REPORT

DEPARTMENT: Public Works, Engineering & Construction Division

DATE: October 20, 2020

REQUESTED ACTION: Authorize the County Manager to sign a consultant contract with Exeltech Consulting, Inc. for the design of 9 bridge strengthening projects (CRP #300522 and CRP #300622). Also, authorize the County Manager to sign supplemental contract agreements extending the contract duration and increasing the contract amount by up to 10 percent.

Consent Hearing County Manager

BACKGROUND

This project will improve the capacity of nine, load-restricted bridges by adding a cast-in-place (CIP) concrete girder or coating existing girders with a fiberglass reinforced polymer (FRP). This will increase the load capacity for each bridge allowing the load restrictions to be removed and extending the life of bridges.

Three bridges are proposed to have a cast-in-place girder added:

1. Gibbons Creek Bridge No. 6
2. Matney Bridge No. 168
3. Morgan Bridge No. 213

Six bridges are proposed to have girders strengthened with fiberglass reinforced polymer:

1. Flatwood Bridge No. 30
2. Landon Bridge No. 299
3. Lucia Falls Bridge No. 116
4. Bridge No. 222
5. Rock Creek Bridge No. 96
6. Venersborg Bridge No. 217

Public Works received two federal grants from the Surface Transportation Program – Bridge fund totaling \$2,594,187. The grant funding will pay for much of the project design and construction expenses, including the \$663,415.90 contract with Exeltech Consulting for the initial bridge designs. The projects are included in the 2020 Annual Construction Program and the 2020 – 2025 Transportation Improvement Program.

Public Works solicited for and received three proposals from engineering firms for the design of the bridge projects. A consultant selection team interviewed all three firms and scored the firms based on project specific criteria. Exeltech Consulting, Inc. was the high scoring consulting firm and was determined to be most qualified to complete the work.

COUNCIL POLICY IMPLICATIONS

None. This action is compliant with county, state, and federal requirements.

ADMINISTRATIVE POLICY IMPLICATIONS

None. This action is consistent with the past practice of supplementing work beyond the capacity of county staff with consultant services.

COMMUNITY OUTREACH

The purchasing department posted information on the county website with the release of RFP No. 777. During the development of the project, Public Works will utilize informational mailers, social media, the county website, and direct contact with property owners to educate the public about the bridge projects.

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	N/A
Grant Fund Dollar Amount	\$663,415.90
Account	Road Fund 1012
Company Name	Exeltech Consulting, Inc.

DISTRIBUTION:

Council staff will post all staff reports to the web. <https://www.clark.wa.gov/council-meetings>

ATTACHMENTS: (1) Contract with Exeltech Consulting, LLC; and (2) PowerPoint



Tom Grange, PE
Construction & Engineering Division Manager



Ahmad Qayoumi, PE
Public Works Director/County Engineer



Eva Haney, CGFM
Finance Division Manager

Primary Staff: Matt Hall, ext. 4225

APPROVED: _____
CLARK COUNTY, WASHINGTON
CLARK COUNTY COUNCIL

DATE: _____

SR# _____

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

Agreement Number: SCN00001439

Firm/Organization Legal Name (do not use dba's): Exeltech Consulting, Inc.	
Address 8729 Commerce Place Drive NE, Suite A Lacey, WA 98516	Federal Aid Number BHS-Z906(003) & BHOS-2006(077)
UBI Number	Federal TIN 91-1491880
Execution Date	Completion Date 12/31/2023
1099 Form Required <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Project Title CRP# 300522 Cast-in-Place (CIP) Bridge Bundle & CRP# 300622 Fiberglass Reinforced Polymer (FRP) Bridge Bundle	
Description of Work The design of 9 bridge strengthening projects. The work involves bridge design engineering and environmental documentation and permitting and preparation of a biddable and constructible set of plans and specifications in accordance with applicable Federal, State, and County standards.	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No MBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No WBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No SBE Participation	Contract Amount: \$ 663,415.90 10% mgmt reserve: <u>66341.59</u> Maximum Amount Payable: \$ 729,757.49

Index of Exhibits

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

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.

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

In the absence of a mandatory UDBE, the Consultant shall continue their outreach efforts to provide SBE firms maximum practicable opportunities.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation. Non-minority, woman owned DBEs does not count towards UDBE goal attainment.

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: Matt Hall
Agency: Clark County
Address: 1300 Franklin St.
City: Vancouver State: WA Zip: 98666
Email: Matt.Hall@clark.wa.gov
Phone: 564-397-564-397-4225
Facsimile:

If to CONSULTANT:

Name: Karl Kirker
Agency: Exeltech Consulting, Inc.
Address: 8729 Commerce Place Drive NE, Suite A
City: Lacey State: WA Zip: 98516
Email: kkirker@xltech.com
Phone:
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.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and 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 fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment 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 acknowledgment, 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 acknowledgment between the parties. Such final written acknowledgment 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 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 rate 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 acknowledgment.

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 fee (profit) percentage. The CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fee.

- A^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.
- B^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.
- C^D** Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings 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.
- D^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.
- E^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.

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 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 acknowledgment 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.

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.

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 "F". 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

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. The Parties have mutually negotiated this waiver.

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

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

Insurance Coverage

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

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

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

Name: Matt Hall
 Agency: Clark County
 Address: 1300 Franklin St.
 City: Vancouver State: WA Zip: 98666
 Email: Matt.Hall@clark.wa.gov
 Phone: 564-397-4225
 Facsimile:

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

The CONSULTANT’s professional liability to the AGENCY, including that which may arise in reference to section IX “Termination of Agreement” of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT 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 part, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes (“State’s Confidential Information”). The “State’s Confidential Information” includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver’s license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE 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.

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

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

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

XX. Records Maintenance

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

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

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

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

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

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

Signature Santosh Kuruvilla,
President Exeltech
Consulting, Inc.

Date

Signature Kathleen Otto
County Manager

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

Bill Richardson

By: _____
William Richardson
Deputy Prosecuting Attorney

Exhibit A ***Scope of Work***

Projects: CRP# 300522 CIP Bridge Bundle
CRP# 300622 FRP Bridge Bundle

Exhibit A

Clark County, WA

Engineering Services for Nine Bridge Rehabilitations

CRP# 300522 Cast-in-Place (CIP) Bridge Bundle (3 locations)

CRP# 300622 Fiberglass Reinforced Polymer (FRP) Bridge Bundle (6 locations)

Prepared by:

Exeltech Consulting, Inc.

8729 Commerce Place Drive NE

Suite A

Lacey, WA 98516



September 3, 2020

This Scope of Services is provided in accordance with the terms of the 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 Exeltech Consulting, Inc., after this called "**CONSULTANT**." Provisions outlined in the Local Agency Consultant Agreement shall apply to work performed by the CONSULTANT in the execution of this Agreement.

Description of Work

Clark County Public Works has identified nine bridges that have load ratings under 1.0 for the Emergency Vehicles (EV) and Specialized Hauling Vehicles (SUV) loadings. Three of the bridges are anticipated to require a cast in place concrete based rehabilitation and six of the bridges are anticipated to require a fibre reinforced polymer based rehabilitation to increase the bridge load capacities so the load ratings are above 1.0 for the EV and SUV loadings.

The project funding includes grants from the Federal Highway Bridge Program and revenue from the Clark County Road Fund.

The work involves bridge design engineering and environmental documentation and permitting and preparation of a biddable and constructible set of plans and specifications in accordance with applicable Federal, State, and County standards.

The CONSULTANT will provide bridge engineering professional services to prepare bridge rehabilitation plans, specifications, and estimates (PS&E) and provide environmental services to prepare the permits for the following nine bridges:

Bridge

Location

Cast in Place Concrete Based Bridge Rehabilitation

Gibbons Creek Br. #6	SE Evergreen Way crossing Gibbons Creek
Matney Creek Br # 168	NE 68 th St. crossing Matney Creek
Morgan Creek Br. #213	NE 182nd Ave. crossing Morgan Creek

Bridge

Location

Fibre Reinforced Polymer Based Bridge Rehabilitation

Flatwood Br.#30	NE 239th St. crossing Mill Creek
Landon Br. #299	NE CC Landon Road crossing Yacolt Creek
Lucia Falls Br. #116	NE Hantwick Road crossing East Fork Lewis River
Bridge #222	NE 167 th Ave crossing Mud Creek
Rock Creek Br. #96	NE Rock Creek Road crossing Rock Creek
Venersborg Br. #217	NE Risto Road crossing Salmon Creek

Project Assumptions

1. The COUNTY will provide available background information, such as existing Bridge Plans, existing Bridge Load Rating calculation books dated 2018, and previously prepared environmental documentation.
2. The CONSULTANT's Project Manager will be the point of contact for communication with the COUNTY's Project Manager.
3. The COUNTY will secure any required rights of entry from adjacent property owners for the on-site inspection.
4. The CONSULTANT will review, and will rely on, the current WSDOT Bridge Inspection Reports, available on the WSDOT WSSBIS System.
5. The COUNTY will provide timely reviews of submitted deliverables and consolidation of review comments into one review document prior to returning to the CONSULTANT.
6. Staffing levels are anticipated in accordance with attached budget estimate. Services will be limited to these assumed hours/costs, unless additional services are authorized. The CONSULTANT will work with the COUNTY to stay within the overall project budget allowance, the estimated budget for individual Tasks may be shared among Tasks for the project.
7. The services in this Agreement are considered engineering services.
8. Additional work not provided for in this scope of services may result in a Supplemental Agreement to the original agreement. Additional scope of services, if needed, will utilize the County's "Contract Tracking Memorandum" template for documentation.
9. Final design of the structures on the project will be in accordance with the AASHTO LRFD Bridge Design Specifications, Customary U.S. Units, 8th Edition, 2017.
10. The structural analysis, design, and load rating of the bridge rehabilitations will be performed using the structural engineering computer software CSI Bridge, for the AASHTO SHV and AASHTO EV Truck loadings. The load rating factors will be updated for the Overload Trucks; however the bridges will not be rehabilitated for Overload Trucks. The load rating factors will not be updated for other AASHTO Truck Loadings and not for the NBI Inventory.
11. Rehabilitation alternatives can be modified from the specified alternatives in the BRAC application provided a letter of notification is sent by the COUNTY to WSDOT Highways and Local Programs.
12. Existing utilities can be temporarily or permanently relocated during construction or will not conflict with rehabilitation construction of the bridges and will not require special details or design to avoid utility conflicts.
13. The CONSULTANT will provide the COUNTY with one (1) full size stamped and signed (22" x 34") paper set of Plans and electronic PDF's of the bridge design calculations, plans, special provisions, cost estimates, and schedule.
14. The substructures of the nine bridges have been reviewed by the COUNTY and it was determined that the substructures have adequate capacity for the additional loading due to the construction of the rehabilitation.
15. The COUNTY will provide needed topographic and boundary surveys.
16. The COUNTY will assist with the development and review of the specifications and other bid documents and advertise the project for construction bids.
17. The COUNTY will provide traffic control plans.

18. The COUNTY will coordinate environmental permitting submittals and correspondence with federal, state, and local agencies.
19. The COUNTY will coordinate contract document assembly and printing and administer the bid period process for the Project.
20. The COUNTY will manage construction of the project and provide on-site construction inspection. The CONSULTANT will provide engineering services during construction, as outlined in Task 15 of this scope of work
21. Tasks not defined within this scope of work are specifically excluded.

Design Criteria

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT) PUBLICATIONS:

- Standard Specifications for Road, Bridge, and Municipal Construction
- Standard Plans for Road, Bridge, and Municipal Construction
- Local Agency Guidelines (LAG) Manual
- Design Manual
- Right of Way Manual
- Traffic Manual
- Highway Runoff Manual
- Hydraulic Manual
- Bridge Design Manual LRFD
- Geotechnical Design Manual
- Temporary Erosion and Sediment Control Manual
- Sign Fabrication Manual

AMERICAN ASSOCIATION OF STATE AND HIGHWAY TRANSPORTATION OFFICIALS (AASHTO) PUBLICATIONS:

- Policy on Geometric Design of Highways and Streets
- Roadside Design Guide
- Load Resistance Factor Design (LRFD) Bridge Design Specifications
- Guide Specifications for LRFD Seismic Bridge Design
- Guide Specifications for Design of Bonded FRP Systems for Repair and Strengthening of Concrete Bridge Elements, 1st Edition
- Manual for Bridge Evaluation

U.S. DEPARTMENT OF TRANSPORTATION PUBLICATIONS:

- Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)

- NCHRP Report 655 Recommended Guide Specification for the Design of Externally Bonded FRP Systems for Repair and Strengthening of Concrete Bridge elements (2010)
- FHA Report on Techniques for Bridge Strengthening FHWA-HIF-18-041 April 2019

Task 1 Project Management

This task includes services necessary to plan the work, understand the needs of the COUNTY, the project, and planned work scope, schedule and budget. Project management involves controlling scope, schedule, and budget during the project, by communicating with project team members.

Communications include electronic and hard copy documentation control, monthly invoicing and progress reports, coordination of project design criteria, sharing project design technical information, and coordinating the completion and submittal of project deliverables with project team members and the COUNTY. Changes that arise will be proactively communicated and documented with the COUNTY Project Manager.

A Project Kick Off Meeting will be held on-line following NTP for the project to ensure the team has clear expectations and is briefed on the project scope, schedule, and budget.

Project design coordination meetings will be held on-line every two weeks using video conferencing.

Project related on-line public Agency meetings and public Agency hearings, up to six (6) will be attended by the CONSULTANT, as requested by the COUNTY.

The following is the anticipated project schedule:

Notice to Proceed (NTP)	October 6, 2020
Confirm Concept Designs	December 16, 2020
Bridge Design - Permit Plans 65%	January 29, 2021
Bridge Design - 90%	June 4, 2021
Bridge Design - 99%	September 17, 2021
Bridge Design - Final PS&E	December 17, 2021
Bid Opening	February 15, 2021
Construction	March, 2022 through October, 2022

Deliverables

- Separate Monthly Invoices and Progress Reports, in PDF format, for each bridge bundle (CIP Bundle and FRP Bundle, due to separate BRAC funding grants) .
- Project Kick-Off Meeting Agenda and Meeting Minutes, in PDF format.
- Project Coordination Meeting Agenda and Meeting Minutes, in PDF format.
- Initial Project Schedule, starting the date of NTP, in PDF format.

Task 2 On-Site Bridge Inspection

An on-site bridge inspection will be performed focusing on mapping and quantifying defects that require

mitigation to support a potential bridge rehabilitation concept and on accessing the work areas for constructing the bridge rehabilitation concept.

The inspection will focus on concrete defects such as spalls, delamination's, exposed reinforcing and associated corrosion, and cracks over 0.01" wide. These defects will be located, mapped, and quantified. Additionally, the concrete substrate will be visually inspected throughout to look for areas that may need other preparation work prior to installation of externally bonded strengthening methods for rehabilitation.

Assumptions

- Access to the underside of the bridge will be provided and the inspection will be performed from the ground using ladders or binoculars.

Deliverables

- Draft On-Site Bridge Inspection Letter Report, in PDF format.
- Final On-Site Bridge Inspection Letter Report, in PDF format.

Task 3 Bridge Design – Permit Plans 65% Submittal

CONSULTANT will advance the bridge design to the 65% level.

The engineering for the bridge strengthening work includes the structural analysis, design, and load rating of the bridge rehabilitations and preparation of plan sheets.

The Contractors potential needs for in-water work areas and means for accessing the work areas for constructing the bridge strengthening work will be determined.

During the project design coordination meetings, the concepts for the rehabilitation design and construction and for the work access will be discussed, and concept sketches will be used to facilitate the discussions..

Cast in Place Concrete Based Bridge Rehabilitations

Gibbons Creek Br. #6

Evaluate the current bridge load rating, perform load rating and rehabilitation calculations, and determine the retrofit alternative details that would increase the shear capacity of the bridge.

Our assumption is to add internal steel shear dowels from the top of the deck into the girders at critical locations. Construction access accomplished from the existing roadway, with worker and material access using a lane closure on the existing bridge.

Assumed plan sheets:

1. Layout / General Notes
2. Plan and Elevation
3. Section
4. Dowel Details

Matney Creek Br # 168

Evaluate the current bridge load rating, perform load rating and rehabilitation calculations, and determine the retrofit alternative details that would increase the flexural capacity of the bridge.

Our assumption is to add external steel post-tensioning rods between the girders at critical locations. Construction access accomplished from a temporary work platform placed in the creek, with worker and material access using a lane closure on the existing bridge.

Assumed plan sheets:

1. Layout / General Notes
2. Plan and Elevation
3. Section
4. PT Details

Morgan Creek Br. #213

Evaluate the current bridge load rating perform load rating and rehabilitation calculations and determine the retrofit alternative details that would increase the flexural capacity of the bridge.

Our assumption is to add external steel post-tensioning rods between the girders at critical locations. Construction access accomplished from a temporary work platform placed in the creek, with worker and material access using a lane closure on the existing bridge.

Assumed plan sheets:

1. Layout / General Notes
2. Plan and Elevation
3. Section
4. PT Details

Fiber Reinforced Polymer Based Bridge Rehabilitations

Flatwood Br.#30

Evaluate the current bridge load rating perform load rating and rehabilitation calculations and determine the retrofit alternative details that would increase the flexural and shear capacity of the bridge.

Our assumption is to add external fibre reinforced polymer (FRP) to the girders at critical locations. Construction access accomplished from a temporary work platform placed in the creek, with worker and material access using a lane closure on the existing bridge.

Assumed plan sheets:

1. Layout / General Notes
2. Plan and Elevation
3. Section
4. FRP Details

Landon Br. #299

Evaluate the current bridge load rating, perform load rating and rehabilitation calculations, and determine the retrofit alternative details that would increase the flexural capacity of the bridge.

Our assumption is to add external steel post-tensioning rods between the girders at critical locations. Construction access accomplished from a temporary work platform placed in the creek, with worker and material access using a lane closure on the existing bridge.

Assumed plan sheets:

1. Layout / General Notes
2. Plan and Elevation
3. Section
4. PT Details

Lucia Falls Br. #116

Evaluate the current bridge load rating, and the previous existing bridge FRP rehabilitation details for performance based on the current design criteria for FRP and perform load rating calculations to verify the bridge does not need additional rehabilitation strengthening at his time or performing rehabilitation calculations and determining the retrofit alternative details that would increase the shear capacity of the bridge.

Our assumption is the bridge does not need additional rehabilitation strengthening at his time. Construction access not required.

If the bridge needs additional rehabilitation strengthening, our assumption is to add external steel shear reinforcement along the sides of the girders at critical locations. Construction access accomplished from a temporary work platform suspended from the existing bridge superstructure, with worker and material access using a lane closure on the existing bridge.

Assumed plan sheets:

1. Layout / General Notes
2. Plan and Elevation
3. Section
4. PT Details

Bridge #222

Evaluate the current bridge load rating, perform load rating and rehabilitation calculations, and determine the retrofit alternative details that would increase the flexural and shear capacity of the bridge.

Our assumption is to add external FRP to the girders at critical locations. Construction access accomplished from a temporary work platform placed in the creek, with worker and material access using a lane closure on the existing bridge.

Assumed plan sheets:

1. Layout / General Notes
2. Plan and Elevation
3. Section
4. FRP Details

Rock Creek Br. #96

Evaluate the current bridge load rating, perform load rating and rehabilitation calculations, and determine the retrofit alternative details that would increase the flexural capacity of the bridge.

Our assumption is to add external FRP to the slab at critical locations. Construction access accomplished from a temporary work platform placed in the creek, with worker and material access using a lane closure on the existing bridge.

Assumed plan sheets:

1. Layout / General Notes
2. Plan and Elevation
3. Section
4. FRP Details

Venersborg Br. #217

Evaluate the current bridge load rating, perform load rating and rehabilitation calculations, and determine the retrofit alternative details that would increase the shear capacity of the bridge.

Our assumption is to add external steel post-tensioning rods between the girders at critical locations. Construction access accomplished from a temporary work platform placed in the creek, with worker and material access using a lane closure on the existing bridge.

Assumed plan sheets:

1. Layout / General Notes
2. Plan and Elevation
3. Section
4. PT Details

The CONSULTANT will perform the analysis, design, and bridge load rating of the preferred rehabilitation in accordance with the AASHTO LRFD Specifications for Highway Bridges, 8th Edition, and the WSDOT Bridge Design Manual. The bridges will only be load rated using the AASHTO LRFR methodology for the AASHTO SHV and AASHTO EV, and Overload Truck Loadings.

The results of bridge load rating analysis for the AASHTO SHV, AASHTO EV, and Overload Truck Loadings only will be summarized in WSDOT Bridge Rating Summary Sheet. Load rating calculations submitted to COUNTY will be signed and stamped with the seal of a Professional Engineer registered in the State of Washington and will supplement the existing Bridge Load Rating calculation books dated 2018 for these nine bridges.

The CONSULTANT will perform an independent construction cost estimate for each bridge based on the 65% submittal.

This task includes the Quality Control review that will take place prior to submitting the 65% submittal.

Assumptions

- A two (2) week COUNTY review process is anticipated for the 65% submittal.
- The COUNTY will review and approve the 65% submittal.

Deliverables

- 65% Plans, in PDF format.
- 65% Cost Estimate with 25% Contingency, in PDF format.

Task 4 Bridge Design - 90% Submittal

CONSULTANT will address COUNTY comments from the 65% submittal and will advance the bridge design to the 90% level.

This will also include an updated cost estimate and a special provisions package that includes, applicable General Special Provisions (GSP's) and unique Special Provisions for items not covered by the GSP's or Standard Specifications

This task includes the Quality Control review that will take place prior to submitting the 90% design submittal.

Assumptions

- A two (2) week review process is anticipated for the 90% design submittal.
- The COUNTY will review and approve the 90% design submittal.

Deliverables

- 90% Plans, in PDF format.
- 90% Cost Estimate with 15% contingency, in PDF format.
- 90% Special Provisions, in PDF format.

Task 5 Bridge Design - 99% Submittal

CONSULTANT will address COUNTY comments from the 90% submittal and will advance the design to the 99% level.

This will also include an updated cost estimate and a special provisions package that includes, applicable General Special Provisions (GSP's) and unique Special Provisions for items not covered by the GSP's or Standard Specifications

CONSULTANT will perform an independent construction cost estimate for the bridge based on the 99% design submittal.

This task includes the Quality Control review that will take place prior to submitting the 99% design submittal.

CONSULTANT will submit copies of checked design calculations to demonstrate that the procedures of the QC Plan were followed. Design Calculations will be checked using a line-by-line check approach. CONSULTANT will not submit items of lesser importance such as intermediate back checks, redlines, etc.

Assumptions

- A two (2) week review process is anticipated for the 99% design submittal.
- The COUNTY will review and approve the 99% design submittal.

Deliverables

- 99% Plans, in PDF format.
- Stamped 99% Cost Estimate with 0% contingency, in PDF format.
- 99% Special Provisions, in PDF format.
- Unstamped Bridge Design Calculations, in PDF format.
- Unstamped Supplemental Bridge Load Rating Summary, in PDF format.
-

Task 6 Bridge Design – Final PS&E

CONSULTANT will address comments from the 99% submittal and advance the design to the Final PS&E level.

The Plans and Specifications will be signed and sealed by a Professional Engineer Registered in the State of Washington.

Deliverables

- Signed and Sealed Ad-Ready Bridge Plans, in PDF format.
- Signed and Sealed Ad-Ready Special Provisions, in PDF format.
- Signed and Sealed Bridge Calculations, in PDF format.
- Signed and Sealed Supplemental Bridge Load Rating Summary, in PDF format.
- Comment Resolution Forms, in PDF format.

Task 7 National Environmental Policy Act (NEPA) Evaluation

The CONSULTANT will prepare documentation necessary to complete environmental evaluation under NEPA. It is assumed that the project will be classified a Documented Categorical Exclusion (DCE) and

documentation will be limited to the WSDOT Environmental Classification Summary (ECS). CONSULTANT will prepare a Draft ECS for review by the COUNTY and WSDOT. Following receipt of comments on the Draft ECS, CONSULTANT will prepare and submit the Final ECS to the COUNTY for signature and distribution to WSDOT Highways and Local Programs (H&LP). Discipline reports prepared in support of the ECS will be limited to documents completed as part of this scope of work.

Assumptions:

- Individual bridge projects will be bundled according to funding source for NEPA purposes. A separate NEPA document will be prepared for each of the two bridge bundles.
- Environmental disciplines evaluated under NEPA will be documented in the ECS if de minimis impacts are anticipated. Disciplines will be documented individually if required under programmatic agreements or by FHWA/WSDOT standards.
- Investigate and confirm Section 4(f) or Section 6(f) resource impacts and provide documentation of de minimis impacts.
- H&LP will not require preparation of Air Quality, Noise, Visual Quality, or Environmental Justice Discipline Reports.
- One site visit will occur with the CONSULTANT, COUNTY, USACE and WSDOT H&LP.

Deliverables:

- Draft Environmental Justice Letter to File, in PDF format.
- Final Environmental Justice Letter to File, in PDF format.
- Draft Hazardous Materials Right-sized Memorandum, in PDF format.
- Final Hazardous Materials Right-sized Memorandum, in PDF format.
- Draft ECS form and attachments for COUNTY and WSDOT H&LP review, in PDF format.
- Final ECS form and attachments for signature by the COUNTY, WSDOT H&LP, and FHWA, in PDF format.

Task 8 ESA Section 4(d) Routine Road Maintenance Program

Compliance with the Section 4(d) Routine Road Maintenance Program assumes applicability of 4(d) coverage by determining that proposed bridge repairs will:

- Meet the definition of Maintenance under Category 9 (Bridge Maintenance)
- Apply appropriate Best Management Practices (BMP)

The CONSULTANT will document compliance under the Section 4(d) Program by completing the ESA (4(d) Coverage Form.

Deliverables

- Draft ESA 4(d) Coverage form submitted to the COUNTY, in PDF format.
- Final ESA 4(d) Coverage form submitted to the COUNTY, in PDF format.

Task 9 State Environmental Policy Act (SEPA) Environmental Documentation

Following FHWA concurrence with the NEPA ECS, CONSULTANT will prepare a SEPA Environmental Checklist in pursuit of a Determination of Non-Significance (DNS). Supporting documentation will be limited to documents prepared under this Scope of Work. CONSULTANT will use the COUNTY's checklist template to document SEPA evaluation.

Draft copies of SEPA document will be provided to the COUNTY for review and comment. Comments will be incorporated into the documents for submittal to COUNTY. It is anticipated that COUNTY, other state agencies, and/or the public may provide comments that must be addressed before the documents are considered Final.

Assumptions:

- Individual bridge projects will be bundled according to funding source for SEPA purposes. A separate SEPA document will be prepared for each of the two bridge bundles.
- Environmental disciplines evaluated under SEPA will be documented in the SEPA checklist if de minimis impacts are anticipated. Disciplines will be documented individually if required under programmatic agreements or by SEPA Lead Agency standards.

Deliverables:

- Draft SEPA documentation will be provided to the COUNTY, in PDF format.
- Final SEPA documentation will be provided to the COUNTY, within two weeks of receipt of comments, in PDF and paper format.

Task 10 Critical Areas Study and Mitigation Restoration Plan

For each bridge project, the CONSULTANT will prepare a critical areas study consistent with Clark County Code (CCC) Chapter 40.4. The critical areas study will rely substantially upon the discipline reports prepared for the NEPA process and compliance with ESA Section 4(d) and Section 106.

Required mitigation plans will be limited to riparian and in-channel restoration along and within project streams.

An on-site field inspection will be performed to visually assess the existing site conditions at each of the bridge sites.

The CONSULTANT will prepare restoration plans for the temporary impact areas within the project limits, that will be included in the bridge design deliverable submittals.

Assumptions:

- The CONSULTANT assumes that there will not be more than one round of review of the Critical Areas Study.
- It is assumed that no jurisdictional wetlands beyond the bed and banks of project-related waterways.
- The on-site field inspections of the nine bridge sites will be completed in a two day time period. The CONSULTANT assumes three (3) restoration plan sheets for the cast in place concrete

based bridge rehabilitation and six (6) restoration plans sheets for the fibre reinforced polymer based bridge rehabilitation.

Deliverables:

- Draft Critical Areas Study, in PDF format.
- Final Critical Areas Study, in PDF and paper format.

Task 11 Wetlands Investigation

CONSULTANT will compile and review environmental information from readily available public domain resources and provided project files to gain a general understanding of potential wetland and watercourse issues at the site; will conduct a field investigation; and will assist land surveyors in recording the wetland and waterway boundaries in the study area.

CONSULTANT will conduct a delineation of on-site vegetation, soils, and evidence of hydrology according to USACE guidance. If present, wetland and surface water boundaries in the project area will be delineated. Wetland and waterway boundary and sample test plot (STP) flags will be recorded on a hand sketched map. The hand sketch will be emailed to the surveyors to assist in the identification of boundaries and test pits in the field. This effort includes a formal delineation of wetlands and ordinary high-water mark (OHWM) in the project area. Wetland determination data sheets will be prepared.

Wetlands that are identified will be rated in accordance with Ecology's Washington State Wetland Rating System for Western Washington (2014 Update), and buffer widths will be determined in compliance with appropriate Critical Areas Regulations. Wetland and waterway boundaries and their buffers will be recorded on site plan maps prepared by the surveyors in the most recent version of AutoCAD software.

Assumptions:

- Boundaries of wetlands and watercourses will be detailed enough to support subsequent environmental permitting of the project.
- Wetland and surface water location/boundaries and STP locations will be sketched by hand. The sketch will be provided to the surveyors to help locate flags in the field.
- Complete access to parcels associated with the project areas will be arranged by others.
- Study areas will encompass the Area of Potential Effects (APE) determined for each bridge.
- Wetlands within the study area will be rated in accordance with Ecology's Washington State Wetland Rating System for Western Washington, and buffer widths will be determined in compliance with applicable Critical Area Regulations. A table of wetlands and provisional rating scores and regulated buffers will be provided in the Critical Areas Report.
- Stream typing and buffer widths will also be based on applicable Critical Area regulations and the water typing system presented in Washington Administrative Code (WAC) Chapters 222-16-130 and -131.
- Impacts to jurisdictional wetlands will be avoided. Wetlands Discipline Reports will not be required. Wetland boundaries will be shown on project base maps.

Deliverables:

- Technical memorandum summarizing field activities and findings for each site, in PDF format.
- Wetland delineation field data forms, in PDF format.
- Sketch map of wetland boundaries delineated in the field for use by project surveyors, in PDF format.

Task 12 Joint Aquatic Resource Permit Application (JARPA)

For each bridge project, the CONSULTANT will prepare a Joint Aquatic Resources Permit Application (JARPA) for submittal to local, state and federal agencies. The following environmental documents and permit applications, if applicable, will be submitted to the COUNTY for submittal to the permitting agencies as part of the JARPA package:

- Clean Water Act Section 404 (USACE)
- Clean Water Act Section 401 WQ Certification (Ecology)
- Hydraulic Project Approval (WDFW)
- Critical Areas Review and permit (Clark COUNTY)
- Shoreline Substantial Development Permit (Clark COUNTY/Ecology)

The JARPA package will include up to six (6) permit drawings to describe and quantify fill/removal impacts, proposed project layout, construction staging, conceptual dewatering plans, and site restoration plans.

Deliverables:

- The draft permit applications submitted to the COUNTY, in PDF format.
- The final permit applications incorporating comments received from the COUNTY to be delivered within two weeks of receipt of comments, in PDF and paper format.
- The final permit applications incorporating comments received from the COUNTY to be delivered within two weeks of receipt of comments, in PDF and paper format.

Task 13 Cultural Resources Evaluation Section 106

CONSULTANT will prepare Area of Potential Effect (APE) mapsets and a cursory review to determine requirements for documentation under Section 106 of the National Historic Preservation Act and the State Environmental Policy Act. The APE will include proposed direct horizontal/vertical impacts for the project and include staging or laydown areas associated with bridge repairs.

Assumptions:

- The COUNTY will disseminate the APE mapsets to the Washington State Department of Transportation Highways and Local Programs with a narrative project description for approval and formal Section 106 consultation notification consulting parties.
- One Historic Property Inventory form, and a National Register of Historic Places evaluation will be completed for the Matney Creek Bridge #168.
- No additional Archaeological Site, Isolate, or Historic Property Inventory Forms will be required for any additional bridges for this project.

CONSULTANT will conduct background research at appropriate repositories, such as Department of Archaeology and Historic Preservation (DAHP), affected tribal cultural resource departments, university libraries, local history museums and informants and use sources appropriate to the task, such as public records, private manuscript collections, online General Land Office records, published (secondary) sources, Sanborn fire insurance maps, and other relevant repositories. The objective of the research should be to develop a full understanding of the historical context, land use patterns, and previously identified sites within the APE. The COUNTY will provide CONSULTANT with a detailed written description of the project area, including relevant documentation (maps, plan sheets, photos, etc.). CONSULTANT will provide the COUNTY with justification for revising/amending the APE, if warranted (based on field survey and/or background research).

The affiliated tribes will be contacted as a technical inquiry from CONSULTANT to notify them of the project fieldwork dates and request ethnographic data relevant to the project APE. Formal consultation for the project will be completed by WSDOT.

The cultural resources survey will be completed by CONSULTANT archaeologists using standard, industry-accepted methods appropriate to the project area and landform. survey activities will comply with the DAHP Survey and Inventory Standards (www.dahp.wa.gov). Recovered artifacts will be documented and photographed in the field and returned to the survey location, unless negotiated under another agreement.

Newly identified cultural resources identified within the project area must be fully documented on either a Washington State Isolate, Archaeological Site Form or Historic Property Inventory form and must include a written description of the site and its setting, sketch maps, USGS quadrant maps, and photographs structures older than 50 years must be recorded on historic property inventory forms.

Assumptions:

- No shovel tests will be required.
- If the project horizontal/vertical limits are changed during periods of work performance, the APE will be revised and hours associated with revisions or additional survey will be covered under a contract amendment.
- No Archaeological Site Alteration or Excavation Permits will be required for the project.
- No new archaeological site, isolates, or historic properties will be encountered.
- If archaeological sites, isolates, or historic properties are identified additional fieldwork may be warranted to determine the boundaries of the site and/or record the built environment resource and prepare appropriate documentation. If applicable, this work will be fully covered under an amendment request.
- A kmz.file of the horizontal/vertical impacts proposed at each bridge location will be provided to the cultural resource consultant prior to initiation of APE mapset preparation for each bridge.

An Inadvertent Discovery Plan will be prepared for the COUNTY that stipulates the protocol to be followed if cultural resource material is encountered during construction of the project. This plan will provide a description and general background on the type of cultural resource materials that may be encountered in the project area, and the procedural steps to be initiated in the case that a discovery is made. This plan will also include protocol for the discovery of human skeletal material.

CONSULTANT will prepare a draft cultural resource assessment report of their findings that includes relevant supporting evidence for the findings and adheres to the DAHP Survey and Inventory Standards. The report will provide context on pertinent land use customs and beliefs, identify sites within the project area, discuss methods used to survey the project area, and include recommendations on the eligibility of the site(s) and the likelihood of construction impacts.

Upon receipt of comment from the COUNTY, the CONSULTANT will revise and finalize the report to address specific concerns or suggested modifications. The final summary report will be suitable for submission to the WSP, DAHP, affected tribes and other agencies and concerned parties.

Deliverables:

- Draft Area of Potential Effect Map Sets, in PDF format.
- Final Area of Potential Effect Map Sets, in PDF format.
- Draft Cultural Resource Assessment Report, in PDF format.
- Final Cultural Resource Assessment Report, in PDF format.

Task 14 Support During Bid Period

Provide support to the COUNTY during project advertisement and bid evaluation.

CONSULTANT will assist the COUNTY in responding to engineering questions from Bidder's, interpret and clarify the bid documents, assist the COUNTY in preparing two (2) addendum, and review contractor bids and provide recommendations to the COUNTY regarding the award of the contract.

Task 15 Support During Construction

The CONSULTANT will provide technical support engineering services to the COUNTY during the project construction.

The CONSULTANT will assist the COUNTY with Submittal and Shop Drawing review, attend the on-line pre-construction meeting and four (4) on-line project meetings (bridge rehabilitation design related) and one (1) on-line project meeting (restoration design related), respond to requests for information (RFI's), attend four (4) on-site reviews to observe field conditions (bridge rehabilitation design related)

Exhibit B

DBE Participation/SBE Plan

UDBE Plan for Fiberglass Reinforced Polymer Bridge Bundle BHOS-2006(077)

The WSDOT disadvantaged Business Enterprise (DBE) and Training Program, approved by FHWA, requires the evaluation of each local agency project to determine the feasibility of including goals (refer to the Local Agency Guidelines (LAG) manual, Chapter 26).

WSDOT applied the criteria and has established an eight percent (8%) mandatory UDBE goal for consultants on this project.

Exeltech Consulting, Inc. was selected as the prime consultant for this project and is a certified UDBE (#D4M0004220). The consultant team is tasked with performing the engineering and environmental services necessary to complete the design and permitting of the project. Exeltech services include project management, civil and structural engineering, drafting, and environmental permitting. Aqua Terra is a subconsultant providing cultural resources review/documentation.

The total Exeltech team consultant fee for the Fiberglass Reinforced Polymer Bridge Bundle project is \$439,273.30, of which \$397,616.01 contributes to the UDBE utilization. This UDBE fee is 90.5% of the total contract fee, well above the goal of 8%. See Exhibit D for consultant fee details.

Consultant Fee Summary

Prime Consultant (UDBE) - Exeltech – FRP Bridge Bundle Fee:	\$397,616.01 (90.5% of the total fee)
Subconsultant – Aqua Terra - FRP Bridge Bundle Fee:	<u>\$ 41,657.29</u>
Total Fee	\$439,273.30

Consultant information:

Exeltech Consulting, Inc.
8729 Commerce Place, Suite A
Lacey, WA 98516
(360) 357-8289

Aqua Terra
8525 Stoney Creek Lane SW
Olympia, WA 98512
(360) 754-2208

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 topography, monumentation and ROW data will be provided by AGENCY in AutoCAD 2018 format.

B. Roadway Design Files

- AutoCAD Civil3D 2018 or newer version

C. Computer Aided Drafting Files

- AutoCAD Civil3D 2018 or new version

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

- AGENCY may choose to review the product at any time in consultation with the CONSULTANT

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

- Written responses for document review in Word or PDF
- QA/QC Plan in Word or PDF
- Written responses to design or plan review and QA checklists in Excel, Word or PDF
- Monthly status reports in Word or PDF
- Other documents in Word, Excel or PDF
- AGENCY is receptive to document review using Bluebeam providing there is no additional cost to AGENCY

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

- AGENCY to provide survey files in AutoCAD format for ramp topography, ROW and monumentation
- AGENCY to provide Real Property Services for any ROW acquisition
- AGENCY to provide standard detail design and title block templates in AutoCAD 2018 format
- AGENCY to provide Division 1 special provision for bidding
- AGENCY to develop bid proposal documents with the exception of Engineering Plans, Specifications, Estimate, MEF and project documentation
- AGENCY to provide communication with utility holders in the case of conflict resolution
- AGENCY to provide traffic signal design modifications as necessary, in AutoCAD 2018 format for CONSULTANT to incorporate into Plans

II. Any Other Electronic Files to Be Provided

Not Applicable

III. Methods to Electronically Exchange Data

See next page

A. Agency Software Suite

- AGENCY software site: Microsoft Office Professional Plus 2010 or Microsoft 365

B. Electronic Messaging System

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

C. File Transfers Format

- File Transfer Format: An FTP site will be available from the AGENCY, as necessary, to transfer large files. In addition, files can be copied to USB Flash Drive (stick) when necessary.

Exhibit D
Prime Consultant Cost Computations

See following pages

**Exhibit D-3
 Consultant Fee Determination - Summary Sheet
 CIP Bridge Bundle**

Clark County Public Works
Task Description: CIP Bridge Bundle
Consultant Fee Determination
Consultant: Exeltech Consulting

Start Date

End Date
Exeltech Project # 2020-xx

Code	Classification	Est. Hours		Loaded Rate	Total
LABOR					
	Principal (S. Kuruvilla)	3	x	\$230.00 =	\$690.00
	Sr. Project Manager (K. Kirker)	72	x	\$181.04 =	\$13,034.61
	Sr. Project Manager (J. Adkins)	36	x	\$186.40 =	\$6,710.55
	Sr. Structural Engineer (S. Javidi)	0	x	\$178.93 =	\$0.00
	Sr. Structural Engineer (H. Clayville)	345	x	\$164.99 =	\$56,921.66
	Bridge Engineer (P. O'Neill)	99	x	\$132.75 =	\$13,142.66
	Bridge Engineer (M. Petersen)	90	x	\$126.98 =	\$11,428.40
	Resident Engineer (R. Smith)	30	x	\$141.41 =	\$4,242.36
	Design Engineer (D. Shah)	30	x	\$87.79 =	\$2,633.73
	Environmental Scientist (B. Sterling)	123	x	\$157.34 =	\$19,353.13
	Environmental Specialist (C. Vondrasek)	138	x	\$104.04 =	\$14,357.36
	Landscape Architect (J. Aryana)	54	x	\$152.96 =	\$8,259.62
	CADD (J. Fergeson)	414	x	\$86.55 =	\$35,831.68
	CADD (M. Tumanov)	96	x	\$89.46 =	\$8,588.62
	Administration (J. Cooley)	12	x	\$82.68 =	\$992.19
	Total Hours	1,542			
	Total DSC			=	\$196,186.58

Overhead (OH Cost -- including Salary Additives)

OH Rate x DSC	<u>162.36%</u>		Included in Loaded Rate Above	=	N/A
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Fixed Fee (FF):

FF Rate (DSC Plus OH)	<u>10.00%</u>	x	Included in Loaded Rate Above	=	N/A
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Reimbursables Itemized

Quantity	Units	Rate	In Scope
Meals and Lodging	each	@	= \$0.00
Mileage	1,000	each @	= \$0.575 = \$575.00
Mayes Testing Laboratory -	3	each @	= \$1,500.00 = \$4,500.00
Reimbursables Total			<u>\$5,075.00</u>

Exeltech Subtotal **\$201,261.58**

Exhibit D-3
Consultant Fee Determination - Summary Sheet
FRP Bridge Bundle

Clark County Public Works
Task Description: FRP Bridge Bundle
Consultant Fee Determination
Consultant: Exeltech Consulting

Start Date

End Date
Exeltech Project # 2020-xx

Code LABOR	Classification	Est. Hours		Loaded Rate		Total
	Principal (S. Kuruvilla)	6	x	\$230.00	=	\$1,380.00
	Sr. Project Manager (K. Kirker)	103	x	\$181.04	=	\$18,646.74
	Sr. Project Manager (J. Adkins)	54	x	\$186.40	=	\$10,065.82
	Sr. Structural Engineer (S. Javidi)	724	x	\$178.93	=	\$129,544.97
	Sr. Structural Engineer (H. Clayville)	0	x	\$164.99	=	\$0.00
	Bridge Engineer (P. O'Neill)	189	x	\$132.75	=	\$25,090.54
	Bridge Engineer (M. Petersen)	180	x	\$126.98	=	\$22,856.80
	Resident Engineer (R. Smith)	60	x	\$141.41	=	\$8,484.72
	Design Engineer (D. Shah)	60	x	\$87.79	=	\$5,267.45
	Environmental Scientist (B. Sterling)	246	x	\$157.34	=	\$38,706.26
	Environmental Specialist (C. Vondrasek)	276	x	\$104.04	=	\$28,714.72
	Landscape Architect (J. Aryana)	75	X	\$152.96	=	\$11,471.69
	CADD (J. Fergeson)	798	x	\$86.55	=	\$69,066.85
	CADD (M. Tumanov)	192	x	\$89.46	=	\$17,177.23
	Administration (J. Cooley)	12	x	\$82.68	=	\$992.19
	Total Hours	2,975				
	Total DSC				=	\$387,466.01

Overhead (OH Cost -- including Salary Additives)

OH Rate x DSC	162.36%	x	Included in Loaded Rate Above	=	N/A
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Fixed Fee (FF):

FF Rate (DSC Plus OH)	10.00%	x	Included in Loaded Rate Above	=	N/A
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Reimbursables

<u>Itemized</u>	Quantity	Units	@	Rate	=	In Scope
Meals and Lodging		each	@		=	\$0.00
Mileage	2,000	each	@	\$0.575	=	\$1,150.00
Mayes Testing Laboratory -	6	each	@	\$1,500.00	=	\$9,000.00
Reimbursables Total						10,150.00

Exeltech Subtotal**\$397,616.01**

Exhibit D-2																						
Task/Deliverable(s)	Principal (S. Kuruvilla)	Sr. Project Manager (K. Kirker)	Sr. Project Manager (J. Adkins)	Sr. Structural Engineer (S. Javid)	Sr. Structural Engineer (H. Clayville)	Bridge Engineer (P. O'Neill)	Bridge Engineer (M. Petersen)	Resident Engineer (R. Smith)	Design Engineer (D. Shah)	Environmental Scientist (B. Sterling)	Environmental Specialist (C. Vondrasek)	Landscape Architect (J. Aryana)	CADD (J. Ferguson)	CADD (M. Tumanov)	Administration (J. Cooley)	Total Exceltech Labor Hours	Sarah Amell	Edgar Huber	Leslie Schwab	Total Aqua Terra Hours	Total Project Hours	
CAST IN PLACE CONCRETE BASED BRIDGE REHAB BUNDLE																						
1. PROJECT MANAGEMENT																						
Gibbons Creek Bridge #6	1	4	3												4	12	6			6	18	
Matney Creek Bridge #168	1	4	3												4	12	6			6	18	
Morgan Creek Bridge #213	1	4	3												4	12	6			6	18	
2. ON-SITE BRIDGE INSPECTION																						
Gibbons Creek Bridge #6					5	3										8					8	
Matney Creek Bridge #168					5	3										8					8	
Morgan Creek Bridge #213					5	3										8					8	
3. BRIDGE DESIGN - PERMIT PLANS 65%																						
Gibbons Creek Bridge #6		4			40		14					8	80			146					146	
Matney Creek Bridge #168		4			40		14					8	80			146					146	
Morgan Creek Bridge #213		4			40		14					8	80			146					146	
4. BRIDGE DESIGN - 90%																						
Gibbons Creek Bridge #6		4			32	14	8	5	5			2	30			100					100	
Matney Creek Bridge #168		4			32	14	8	5	5			2	30			100					100	
Morgan Creek Bridge #213		4			32	14	8	5	5			2	30			100					100	
5. BRIDGE DESIGN - 99%																						
Gibbons Creek Bridge #6		3			10	8	8	5	5			2	14			55					55	
Matney Creek Bridge #168		3			10	8	8	5	5			2	14			55					55	
Morgan Creek Bridge #213		3			10	8	8	5	5			2	14			55					55	
6. BRIDGE DESIGN - FINAL PS&E																						
Gibbons Creek Bridge #6		3			10	8						2	14			37					37	
Matney Creek Bridge #168		3			10	8						2	14			37					37	
Morgan Creek Bridge #213		3			10	8						2	14			37					37	
7. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) EVALUATION																						
Gibbons Creek Bridge #6			1							7	6					14					14	
Matney Creek Bridge #168			1							7	6					14					14	
Morgan Creek Bridge #213			1							7	6					14					14	
8. ESA SECTION 4(d) ROUTINE ROAD MAINTENANCE PROGRAM																						
Gibbons Creek Bridge #6			1							1	4					6					6	
Matney Creek Bridge #168			1							1	4					6					6	
Morgan Creek Bridge #213			1							1	4					6					6	
9. STATE ENVIRONMENTAL POLICY ACT (SEPA) DOCUMENTATION																						
Gibbons Creek Bridge #6			1							1	6					8					8	
Matney Creek Bridge #168			1							1	6					8					8	
Morgan Creek Bridge #213			1							1	6					8					8	
10. CRITICAL AREAS STUDY AND MITIGATION RESTORATION PLANS																						
Gibbons Creek Bridge #6			1							18	8	3				30					30	
Matney Creek Bridge #168			1							18	8	3				30					30	
Morgan Creek Bridge #213			1							18	8	3				30					30	
11. WETLANDS INVESTIGATION																						
Gibbons Creek Bridge #6			1							10	6			8		25					25	
Matney Creek Bridge #168			1							10	6			8		25					25	
Morgan Creek Bridge #213			1							10	6			8		25					25	
12. JOINT AQUATIC RESOURCE PERMIT APPLICATION (JARPA)																						

Task/Deliverable(s)	Principal (S. Kuruvilla)	Sr. Project Manager (K. Kirker)	Sr. Project Manager (J. Adkins)	Sr. Structural Engineer (S. Javid)	Sr. Structural Engineer (H. Clayville)	Bridge Engineer (P. O'Neill)	Bridge Engineer (M. Petersen)	Resident Engineer (R. Smith)	Design Engineer (D. Shah)	Environmental Scientist (B. Sterling)	Environmental Specialist (C. Vondrasek)	Landscape Architect (J. Aryana)	CADD (J. Ferguson)	CADD (M. Tumanov)	Administration (J. Cooley)	Total Exeletech Labor Hours	Sarah Amell	Edgar Huber	Leslie Schwab	Total Aqua Terra Hours	Total Project Hours
Gibbons Creek Bridge #6			2							4	16			24		46					46
Matney Creek Bridge #168			2							4	16			24		46					46
Morgan Creek Bridge #213			2							4	16			24		46					46
13. CULTURAL RESOURCES EVALUATION SECTION 106																					
Gibbons Creek Bridge #6																	13	42		55	55
Matney Creek Bridge #168																	13	42	20	75	75
Morgan Creek Bridge #213																	13	42		55	55
14. SUPPORT DURING BID PERIOD																					
Gibbons Creek Bridge #6		2	1		6											9					9
Matney Creek Bridge #168		2	1		6											9					9
Morgan Creek Bridge #213		2	1		6											9					9
15. SUPPORT DURING CONSTRUCTION																					
Gibbons Creek Bridge #6		4	1		12							1				18					18
Matney Creek Bridge #168		4	1		12							1				18					18
Morgan Creek Bridge #213		4	1		12							1				18					18
Total Hours - CAST IN PLACE CONCRETE BASED BRIDGE REHAB BUNDLE	3	72	36	0	345	99	90	30	30	123	138	54	414	96	12	1,542	57	126	20	203	1,745
HOURLY RATE	\$230.00	\$181.04	\$186.40	\$178.93	\$164.99	\$132.75	\$126.98	\$141.41	\$87.79	\$157.34	\$104.04	\$152.96	\$86.55	\$89.46	\$82.68		\$140.11	\$96.00	\$76.80		
SUBTOTALS	\$690.00	\$13,034.61	\$6,710.55	\$0.00	\$56,921.66	\$13,142.66	\$11,428.40	\$4,242.36	\$2,633.73	\$19,353.13	\$14,357.36	\$8,259.62	\$35,831.68	\$8,588.62	\$992.19	\$196,186.58	\$7,986.27	\$12,096.00	\$1,536.00	\$21,618.27	\$217,804.85
EXPENSES																\$5,075.00				\$1,262.75	\$6,337.75
TOTAL FEE																\$201,261.58				\$22,881.02	\$224,142.60
FIBRE REINFORCED POLYMER BASED BRIDGE REHAB BUNDLE																					
1. PROJECT MANAGEMENT																					
Flatwood Bridge #30	1	2	1												2	6	6			6	12
Landon Bridge #299	1	2	1												2	6	6			6	12
Lucia Falls Bridge #116	1	2	1												2	6	6			6	12
Rock Creek Bridge #96	1	2	1												2	6	6			6	12
None Bridge #222	1	2	1												2	6	6			6	12
Venersborg Bridge #217	1	2	1												2	6	6			6	12
2. ON-SITE BRIDGE INSPECTION																					
Flatwood Bridge #30				4		2										6					6
Landon Bridge #299				4		2										6					6
Lucia Falls Bridge #116				4		2										6					6
Rock Creek Bridge #96				3		1										4					4
None Bridge #222				3		1										4					4
Venersborg Bridge #217				3		1										4					4
3. BRIDGE DESIGN - PERMIT PLANS 65%																					
Flatwood Bridge #30		4		40			14					4	80			142					142
Landon Bridge #299		2		40			14					4	80			140					140
Lucia Falls Bridge #116		4		95			14					4	60			177					177
Rock Creek Bridge #96		2		40			14					4	80			140					140
None Bridge #222		4		40			14					4	80			142					142
Venersborg Bridge #217		2		40			14					4	80			140					140
4. BRIDGE DESIGN - 90%																					
Flatwood Bridge #30		2		32		14	8	5	5			2	30			98					98
Landon Bridge #299		4		32		14	8	5	5			2	30			100					100
Lucia Falls Bridge #116		2		20		14	8	5	5			2	20			76					76
Rock Creek Bridge #96		4		32		14	8	5	5			2	30			100					100
None Bridge #222		2		32		14	8	5	5			2	30			98					98
Venersborg Bridge #217		4		32		14	8	5	5			2	30			100					100
5. BRIDGE DESIGN - 99%																					

Task/Deliverable(s)	Principal (S. Kuruvilla)	Sr. Project Manager (K. Kirker)	Sr. Project Manager (J. Adkins)	Sr. Structural Engineer (S. Javid)	Sr. Structural Engineer (H. Clayville)	Bridge Engineer (P. O'Neill)	Bridge Engineer (M. Petersen)	Resident Engineer (R. Smith)	Design Engineer (D. Shah)	Environmental Scientist (B. Sterling)	Environmental Specialist (C. Vondrasek)	Landscape Architect (J. Aryana)	CADD (J. Ferguson)	CADD (M. Tumanov)	Administration (J. Cooley)	Total Execlch Labor Hours	Sarah Amell	Edgar Huber	Leslie Schwab	Total Aqua Terra Hours	Total Project Hours
Flatwood Bridge #30		2		10		8	8	5	5			2	14			54					54
Landon Bridge #299		2		10		8	8	5	5			2	14			54					54
Lucia Falls Bridge #116		2		10		8	8	5	5			2	14			54					54
Rock Creek Bridge #96		1		10		8	8	5	5			2	14			53					53
None Bridge #222		1		10		8	8	5	5			2	14			53					53
Venersborg Bridge #217		1		10		8	8	5	5			2	14			53					53
6. BRIDGE DESIGN - FINAL PS&E																					
Flatwood Bridge #30		2		10		8						2	14			36					36
Landon Bridge #299		2		10		8						2	14			36					36
Lucia Falls Bridge #116		2		10		8						2	14			36					36
Rock Creek Bridge #96		1		10		8						2	14			35					35
None Bridge #222		1		10		8						2	14			35					35
Venersborg Bridge #217		1		10		8						2	14			35					35
7. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) EVALUATION																					
Flatwood Bridge #30			1							7	6					14					14
Landon Bridge #299			1							7	6					14					14
Lucia Falls Bridge #116			1							7	6					14					14
Rock Creek Bridge #96			1							7	6					14					14
None Bridge #222			1							7	6					14					14
Venersborg Bridge #217			1							7	6					14					14
8. ESA SECTION 4(d) ROUTINE ROAD MAINTENANCE PROGRAM																					
Flatwood Bridge #30			1							1	4					6					6
Landon Bridge #299			1							1	4					6					6
Lucia Falls Bridge #116			1							1	4					6					6
Rock Creek Bridge #96			1							1	4					6					6
None Bridge #222			1							1	4					6					6
Venersborg Bridge #217			1							1	4					6					6
9. STATE ENVIRONMENTAL POLICY ACT (SEPA) DOCUMENTATION																					
Flatwood Bridge #30			1							1	6					8					8
Landon Bridge #299			1							1	6					8					8
Lucia Falls Bridge #116			1							1	6					8					8
Rock Creek Bridge #96			1							1	6					8					8
None Bridge #222			1							1	6					8					8
Venersborg Bridge #217			1							1	6					8					8
10. CRITICAL AREAS STUDY AND MITIGATION RESTORATION PLANS																					
Flatwood Bridge #30			1							18	8	2				29					29
Landon Bridge #299			1							18	8	1				28					28
Lucia Falls Bridge #116			1							18	8	2				29					29
Rock Creek Bridge #96			1							18	8	1				28					28
None Bridge #222			1							18	8	2				29					29
Venersborg Bridge #217			1							18	8	1				28					28
11. WETLANDS INVESTIGATION																					
Flatwood Bridge #30			1							10	6			8		25					25
Landon Bridge #299			1							10	6			8		25					25
Lucia Falls Bridge #116			1							10	6			8		25					25
Rock Creek Bridge #96			1							10	6			8		25					25
None Bridge #222			1							10	6			8		25					25
Venersborg Bridge #217			1							10	6			8		25					25

Task/Deliverable(s)	Principal (S. Kuruvilla)	Sr. Project Manager (K. Kirker)	Sr. Project Manager (J. Adkins)	Sr. Structural Engineer (S. Javid)	Sr. Structural Engineer (H. Clayville)	Bridge Engineer (P. O'Neill)	Bridge Engineer (M. Petersen)	Resident Engineer (R. Smith)	Design Engineer (D. Shah)	Environmental Scientist (B. Sterling)	Environmental Specialist (C. Vondrasek)	Landscape Architect (J. Aryana)	CADD (J. Ferguson)	CADD (M. Tumanov)	Administration (J. Cooley)	Total Exechech Labor Hours	Sarah Amell	Edgar Huber	Leslie Schwab	Total Aqua Terra Hours	Total Project Hours
12. JOINT AQUATIC RESOURCE PERMIT APPLICATION (JARPA)																					
Flatwood Bridge #30			1							4	16			24		45					45
Landon Bridge #299			1							4	16			24		45					45
Lucia Falls Bridge #116			1							4	16			24		45					45
Rock Creek Bridge #96			1							4	16			24		45					45
None Bridge #222			1							4	16			24		45					45
Venersborg Bridge #217			1							4	16			24		45					45
13. CULTURAL RESOURCES EVALUATION SECTION 106																					
Flatwood Bridge #30																	13	42		55	55
Landon Bridge #299																	13	42		55	55
Lucia Falls Bridge #116																	13	42		55	55
Rock Creek Bridge #96																	13	42		55	55
None Bridge #222																	13	42		55	55
Venersborg Bridge #217																	13	42		55	55
14. SUPPORT DURING BID PERIOD																					
Flatwood Bridge #30		3	1	6												10					10
Landon Bridge #299		2	1	6												9					9
Lucia Falls Bridge #116		2	1	6												9					9
Rock Creek Bridge #96		2	1	6												9					9
None Bridge #222		2	1	6												9					9
Venersborg Bridge #217		2	1	6												9					9
15. SUPPORT DURING CONSTRUCTION																					
Flatwood Bridge #30		4	1	12								1				18					18
Landon Bridge #299		4	1	12								1				18					18
Lucia Falls Bridge #116		4	1	12								1				18					18
Rock Creek Bridge #96		4	1	12								1				18					18
None Bridge #222		4	1	12								1				18					18
Venersborg Bridge #217		4	1	12								1				18					18
Total Hours - FIBRE REINFORCED POLYMER BASED BRIDGE REHAB BUNDL	6	103	54	724	0	189	180	60	60	246	276	75	798	192	12	2,975	114	252	0	366	3,341
HOURLY RATE	\$230.00	\$181.04	\$186.40	\$178.93	\$164.99	\$132.75	\$126.98	\$141.41	\$87.79	\$157.34	\$104.04	\$152.96	\$86.55	\$89.46	\$82.68		\$140.11	\$96.00	\$76.80		
SUBTOTALS	\$1,380.00	\$18,646.74	\$10,065.82	#####	\$0.00	\$25,090.54	\$22,856.80	\$8,484.72	\$5,267.45	\$38,706.26	\$28,714.72	\$11,471.69	\$69,066.85	\$17,177.23	\$992.19	\$387,466.01	\$15,972.54	\$24,192.00	\$0.00	\$40,164.54	\$427,630.55
EXPENSES																\$10,150.00					\$1,492.75
TOTAL FEE																\$397,616.01					\$41,657.29
																					\$439,273.30



Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

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

July 15, 2020

Exceltech Consulting, Inc.
8729 Commerce Place Drive, Suite A
Lacey, WA 98516

Subject: Acceptance FYE 2019 ICR – Risk Assessment Review

Dear Michelle Rhodes:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2019 ICR of 162.36% of direct labor (rate includes 0.69% Facilities Capital Cost of Money). This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards;

A handwritten signature in blue ink that reads 'Erik K. Jonson'.

Jonson, Erik
Jul 15 2020 5:21 PM

ERIK K. JONSON
Contract Services Manager

The logo for 'cosign', with 'co' in blue and 'sign' in red.

EKJ:ah

ACTUALS NOT TO EXCEED (ANTE)**EXELTECH CONSULTING, INC.****8729 Commerce PI DR NE****Lacey, WA 98516****Federal Aid Project Number BHS-Z906(003) & BHOS-2006(077)****CRP # 300633 Cast-in-Place (CIP) Bridge Bundle and CRP# 300622 Fiberglass
Reinforced Polymer (FRP) Bridge Bundle****NOTE: Sr. Civil Engineer and Civil Engineer categories do not have hours in current
budget, but are included in ANTE Table for approval purposes**

Job Classification	Direct Rate NTE	Overhead NTE 162.36%	Fixed Fee DSC + OH NTE 10.00%	All Inclusive Hourly Rate NTE
Principal	\$ 85.70	\$ 139.14	\$ 22.48	\$ 230.00
Sr Project Manager	\$ 64.59	\$ 104.87	\$ 16.95	\$ 186.40
Sr Structural Engineer	\$ 62.00	\$ 100.66	\$ 16.27	\$ 178.93
Bridge Engineer	\$ 46.00	\$ 74.69	\$ 12.07	\$ 132.75
Sr. Civil Engineer	\$ 50.44	\$ 81.89	\$ 13.23	\$ 145.56
Civil Engineer	\$ 45.00	\$ 73.06	\$ 11.81	\$ 129.87
Resident Engineer	\$ 49.00	\$ 79.56	\$ 12.86	\$ 141.41
Design Engineer	\$ 30.42	\$ 49.39	\$ 7.98	\$ 87.79
Environmental Scientist	\$ 54.52	\$ 88.52	\$ 14.30	\$ 157.34
Environmental Specialist	\$ 36.05	\$ 58.53	\$ 9.46	\$ 104.04
Landscape Architect	\$ 53.00	\$ 86.05	\$ 13.91	\$ 152.96
CADD	\$ 31.00	\$ 50.33	\$ 8.13	\$ 89.46
Administration	\$ 28.65	\$ 46.52	\$ 7.52	\$ 82.68

Exhibit E
Sub-consultant Cost Computations

See Following pages

**Exhibit D-4
Subconsultant Fee Determination - Summary Sheet**

Clark County Public Works
Task Description: CIP Bridge Bundle
Consultant Fee Determination
Consultant: Aqua Terra

Classification	Hours		Labor Rate		Dollars
Sarah Amell	57	x	\$140.11	=	\$7,986.27
Edgar Huber	126	x	\$96.00	=	\$12,096.00
Leslie Schwab	20	x	\$76.80	=	\$1,536.00
Total Hours	203				
			Total Labor Cost	=	\$21,618.27
		% Increase		% of Work	
Labor Escalation for '20		0		0	= 0.00
Escalated Total DSC				=	\$21,618.27
Overhead (OH Cost -- including Salary Additives)					
OH Rate x DSC c %		x		=	\$0.00
Fixed Fee (FF):					
FF Rate x DSC of %		x		=	\$0.00
Sub-Total				=	\$21,618.27
Reimbursables	Quantity				
Itemized In Scope		Units	Rate		In Scope
Meals and Lodging	3	each	@ \$258.00	=	\$774.00
Supplies	0	each	@ \$0.00	=	\$0.00
Photos		each	@ \$0.00	=	\$0.00
Mileage	850	each	@ \$0.575	=	\$488.75
Delivery	0	each	@ \$0.00	=	\$0.00
Total					\$1,262.75
Grand Total					\$22,881.02

**Exhibit D-4
Subconsultant Fee Determination - Summary Sheet**

Clark County Public Works
Task Description: FRP Bridge Bundle
Consultant Fee Determination
Consultant: Aqua Terra

Classification	Hours		Labor Rate		Dollars
Sarah Amell	114	x	\$140.11	=	\$15,972.54
Edgar Huber	252	x	\$96.00	=	\$24,192.00
Leslie Schwab	0	x	\$76.80	=	\$0.00
Total Hours	366				
			Total Labor Cost	=	\$40,164.54
		% Increase			
Labor Escalation for '20		0		=	0.00
Escalated Total DSC				=	\$40,164.54
			% of Work		
				=	
Overhead (OH Cost -- including Salary Additives)					
OH Rate : % _____	x		_____	=	\$0.00
Fixed Fee (FF):					
FF Rate x % _____	x		_____	=	\$0.00
Sub-Total				=	\$40,164.54
Reimbursables Itemized In Scope	Quantity		Rate		In Scope
		Units			
Meals and Lodging	3	each @	\$258.00	=	\$774.00
Photos		each @	\$0.00	=	\$0.00
Mileage	1250	each @	\$0.575	=	\$718.75
Delivery	0	each @	\$0.00	=	\$0.00
Total					\$1,492.75
Grand Total					\$41,657.29

October 2, 2020

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

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

Dear Ms. Amell:

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

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

Based on further review and discussion with the firm, we are issuing an extension of the Safe Harbor Indirect Cost Rate of 110% of direct labor with a field rate, where applicable, of 80% of direct labor for Aqua Terra Cultural Resource Consultants.

Aqua Terra Cultural Resource Consultants agreed to improve Internal Controls and timekeeping processes in order to be able to develop an Indirect Cost Rate Schedule in the future in accordance with the Federal Acquisition Regulations (FAR), Subpart 31. The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide. You may use the Safe Harbor Rate of 110%, or 80% for field office situations, for agreements entered into prior to June 30, 2022. For agreements entered into after this date, please contact the WSDOT Consultant Services Office (CSO) or our office for guidance.

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

If you have any questions, please contact Steve McKerney or me at (360)705-7003.

Sincerely,


Schatzie Harvey, CPA
Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit
Larry Schofield, MS 47323
File

ACTUALS NOT TO EXCEED (ANTE)

**AQUA TERRA CULTURAL RESOURCE CONSULTANTS
 8525 Stoney Creek Lane SW
 Olympia, WA 98512-2150**

**Federal Aid Project Number BHS-Z906(003) & BHOS-2006(077)
 CRP # 300633 Cast-in-Place (CIP) Bridge Bundle and CRP# 300622 Fiberglass
 Reinforced Polymer (FRP) Bridge Bundle**

Employee Name	Direct Rate NTE	Overhead Safe Harbor 110.00%	Fixed Fee DSC Only 30.00%	All Inclusive Hourly Rate NTE
Sarah Amell	\$ 58.38	\$ 64.22	\$ 17.51	\$ 140.11
Edgar Huber	\$ 40.00	\$ 44.00	\$ 12.00	\$ 96.00
Leslie Schwab	\$ 32.00	\$ 35.20	\$ 9.60	\$ 76.80

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.

Exhibit G ***Certification Document***

- [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

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Exeltech Consulting, Inc.

whose address is

8729 Commerce Place Drive NE, Suite A Lacey, WA 98516

and that neither the above firm nor I have

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

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

Exeltech Consulting, Inc.

Consultant (Firm Name)

Signature: Santosh Kuruvilla, President

Date

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 Exeltech Consulting, 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; o
- 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.

Kathleen Otto
County Manager

Date

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; an
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

Exeltech Consulting, Inc.

Consultant (Firm Name)

Signature (Santosh Kuruvilla, President)

Date

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 require certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

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

Exeltech Consulting, Inc.

Consultant (Firm Name)

Signature (Santosh Kuruvilla, President)

Date

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant has 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.

Step 5 Forward Documents to Local Programs

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

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

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$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.

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 associate 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



CLARK COUNTY WASHINGTON

PUBLIC WORKS

www.clark.wa.gov

1300 Franklin Street
PO Box 9810
Vancouver, WA 98666-9810
564.397.6118

ADDENDUM

The following are minor modifications made to the “Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement” for Clark County Public Works. Modifications are shown in red.

- Page 5 – There was a second bullet item “A”. The first is found on page 4. “A” has been changed to “B”, “B” has been changed to “C”, and so on until bullet item “F”. The word “card” in line 5 of page 5 has been changed to “car”.
- Page 8 – Six lines down in XI Disputes, Exhibit “J” has been changed to Exhibit “I”. Also in XI lines 8 and 11, “situated in the county in which the AGENCY is located” has been crossed out.
- Page 9 – Four lines down in the first paragraph, the term “tie” has been changed to “tier”.

These modifications have been reviewed and approved.

By signing below, you are aware of, understand and agree to all listed redline changes.

Exeltech Consulting, Inc.

Consultant (Firm Name)

Signature (Santosh Kuruvilla, President)

Date



Contract with Exeltech Consulting, Inc.

Clark County Public Works



REQUEST

Authorize the county manager to sign a consultant contract with Exeltech Consulting, Inc. for the design of nine bridge strengthening projects (CRP No. 300522 and CRP No. 300622). Also authorize the County Manager to sign supplemental contract agreements extending the contract duration and increasing the contract amount by up to 10 percent.



Cast-in-Place Bridge Bundle Project

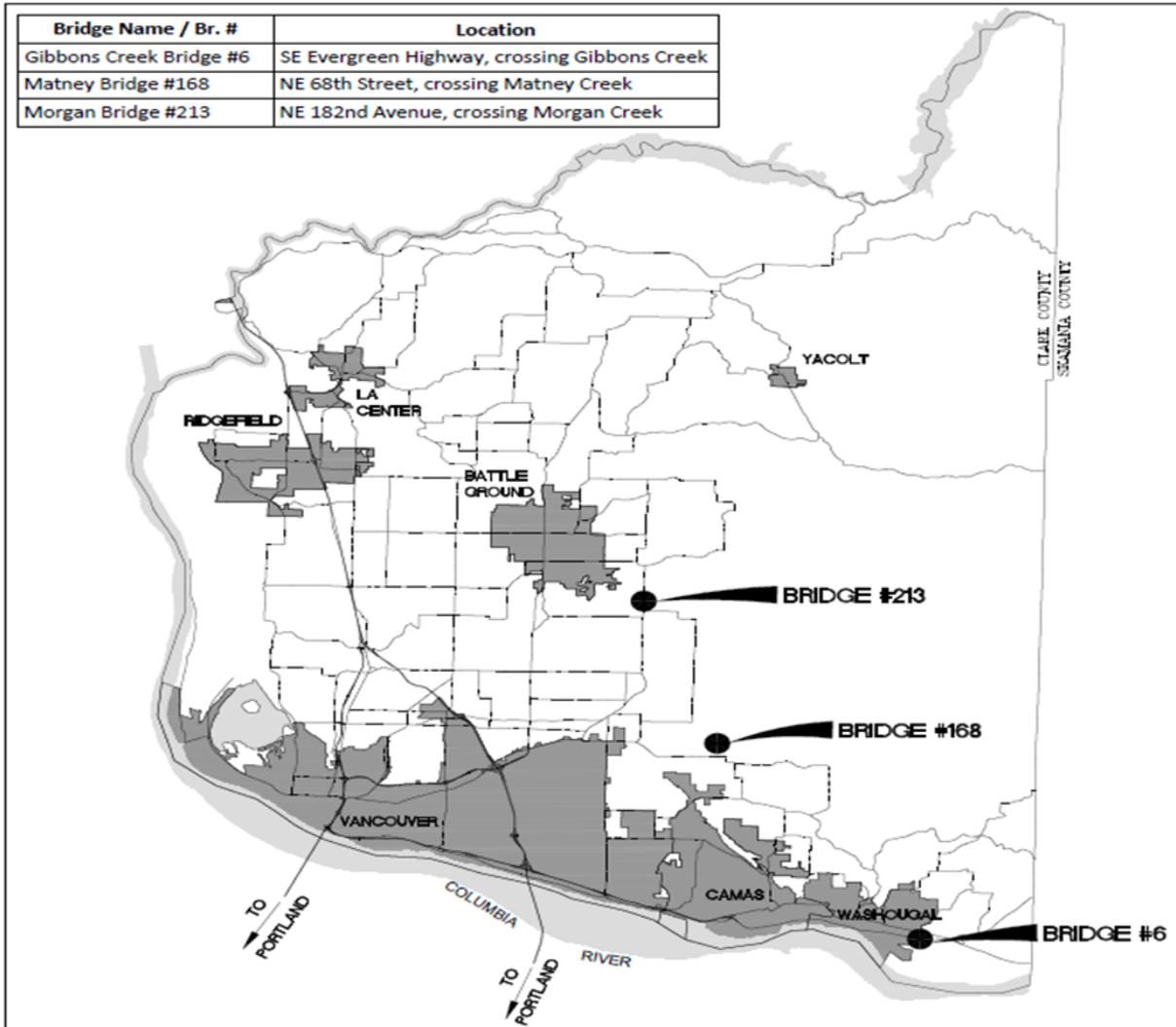
- Clark County received a federal grant for \$1,018,516 to retrofit three bridges.
- The three county bridges (Gibbons Creek Bridge No. 6, Matney Bridge No. 168 and Morgan Bridge No. 213) have load restrictions, with load ratings under 1.0.
- Adding a cast-in-place concrete girder alongside the existing girders will strengthen these bridges, increase their load capacity, increase load ratings above 1.0, extend the life of the bridges, and allow the current restrictions to be removed.



Cast-in-Place Bridge Bundle Project

Vicinity Map

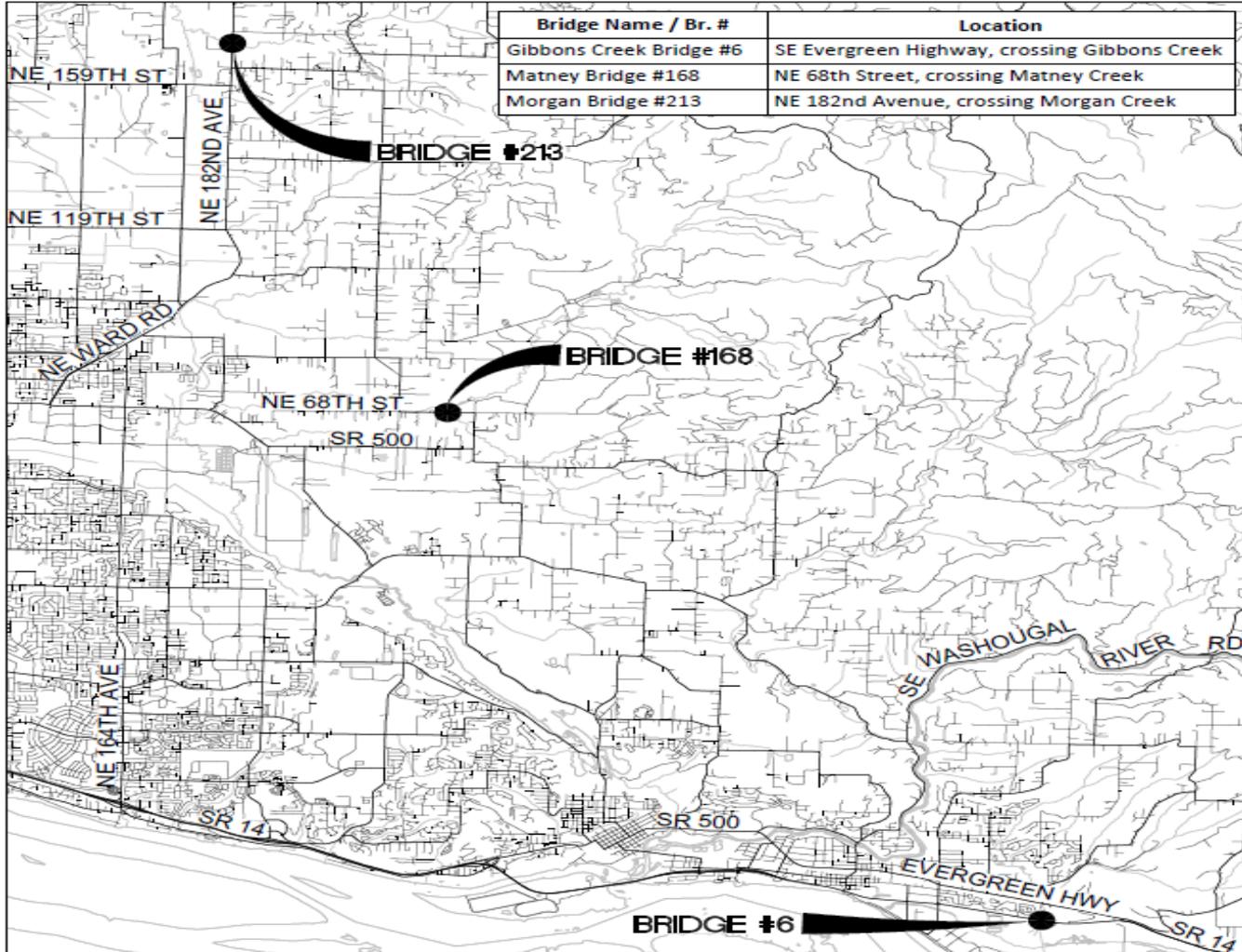
Council District: 4



Cast-in-Place Bridge Bundle Project

Vicinity Map

Council District: 4



Fiber Reinforced Polymer Bridge Bundle Project

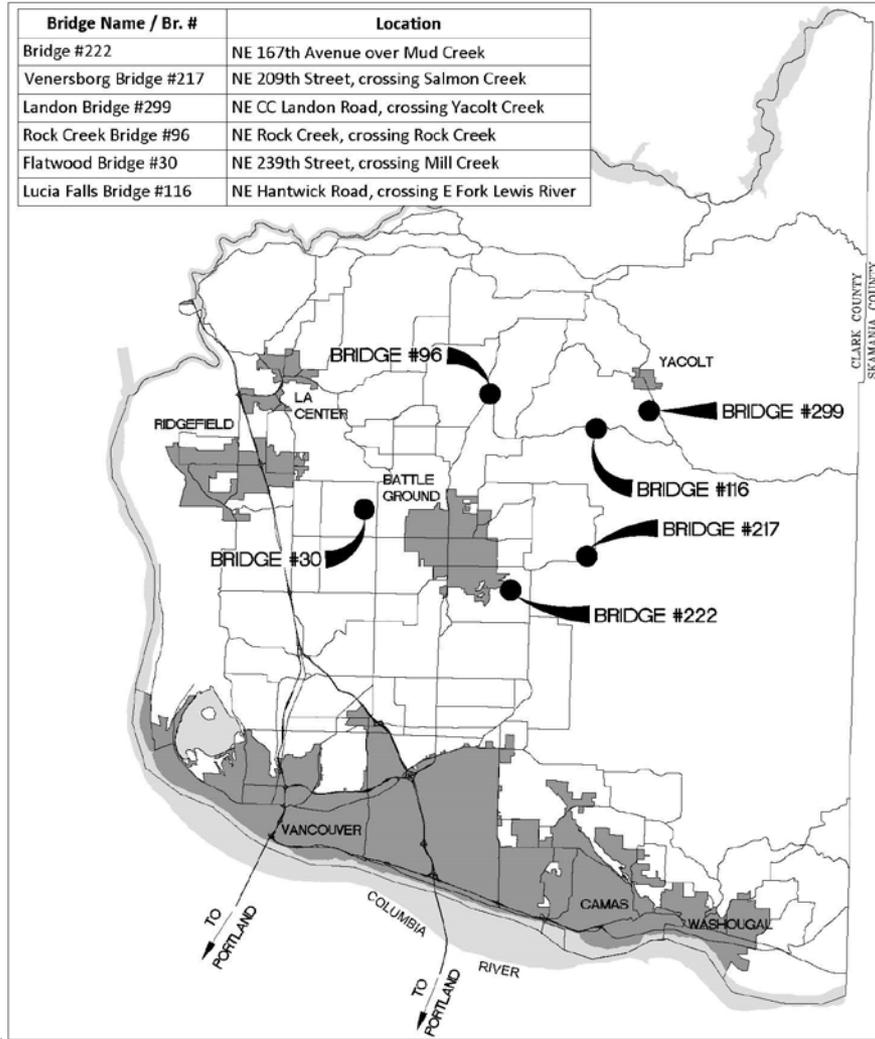
- Clark County received a Local Bridge Program federal grant for \$1,575,671 to retrofit six bridges.
- The six bridges (Flatwood Bridge No. 30, Landon Bridge No. 299, Lucia Falls Bridge No.116, Bridge No. 222, Rock Creek Bridge No. 96 and Venersborg Bridge No. 217) have load restrictions, with load ratings under 1.0.
- Fiber Reinforced Polymer strengthening on the underside of the superstructure will strengthen the bridge girders, increase load capacity, increase load ratings above 1.0, extend the life of the bridges, and allow the current restrictions to be removed.



Fiber Reinforced Polymer Bridge Bundle Project

Vicinity Map

Council Districts: 2 & 4



Fiber Reinforced Polymer Bridge Bundle Project

Vicinity Map

Council Districts: 2 & 4

