DocuSign Envelope ID: EB3C5A34-AD6A-40C2-8305-DA23C9189D27

CLARK COUNTY
STAFF REPORT

DEPARTMENT: Public Works, Engineering and Construction Division

DATE: June 7, 2022

REQUESTED ACTION: Authorize the County Manager to execute contracts with six firms for real property acquisition and relocation services. Also authorize the County Manager to execute supplemental agreements if necessary, extending the duration of the contracts and increasing the original contract amounts by 10 percent.

__X__ Consent ____ Hearing ____ County Manager

BACKGROUND

The Real Property Services Division of Public Works acquires, manages, and sells property in support of a broad range of projects for many departments. The majority are transportation projects, but others are for Clean Water, Community Development, Legacy Lands, and Parks. Real Property Services does not have in-house relocation agents, and periodically does not have staff with the capacity to perform property acquisition services.

Request for Proposal No. 817 for Real Property Acquisition and Relocation Services was issued by Public Works on March 9, 2022. The county received proposals from six firms. Public Works staff reviewed and scored each submittal and recommends executing contracts with all six of the firms for a total amount of $600,000. Listed below are the selected firms and the proposed contract amounts.

HDR Engineering, Inc. ($100,000)
Commonstreet Consulting, LLC ($100,000)
Epic Land Solutions, Inc. ($100,000)
Tierra Right of Way Services, Ltd. ($100,000)
Universal Field Services, Inc. ($100,000)
Contract land Staff, LLC ($100,000)

The total amount proposed provides capacity for Public Works to deliver capital projects for the next three to six years, as well as support for other requests. Each of the contracts are for a period ending December 31, 2025, with the possibility of three, one-year extensions. No work is guaranteed with the contracts, and they will only be used only when a project has budget and there is a need for their services. All contracts have been reviewed and approved by legal counsel.

COUNCIL POLICY IMPLICATIONS

None.

ADMINISTRATIVE POLICY IMPLICATIONS

None.

COMMUNITY OUTREACH

The Request for Proposals was emailed to all firms listed on the Municipal Research and Services Center roster.

PW22-116

REVIEWED: _____

DocuSign Envelope ID: EB3C5A34-AD6A-40C2-8305-DA23C9189D27

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

Road Fund Dollar Amount	$600,000
Grant Fund Dollar Amount	N/A
Account	1012 – County Road Fund
Company Names	Epic Land Solutions, Inc., HDR Engineering, Inc., Tierra Right of Way Services, Ltd., Commonstreet Consulting, LLC, Universal Field Services, Inc., Contract Land Staff, LLC

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

---

ATTACHMENTS: (1) RFP Evaluation Matrix; (2) Contract with HDR Engineering, Inc.; (3) Contract with Tierra Right of Way Services, Ltd.; (4) Contract with Commonstreet Consulting, LLC; (5) Contract with Universal Field Services, Inc.; (6) Contract with Epic Land Solutions, Inc.; (7) Contract with Contract Land Staff, LLC.

Brian Vincent

Brian S. Vincent, PE
County Engineer

Nicole Martin

Nicole Martin
Financial Program Manager

Eva Haney

Eva Haney, CGFM
Public Works Director

Primary Staff: Laura Henry Slye Ext. 4777

APPROVED: Karen Dill Bowerman
CLARK COUNTY, WASHINGTON
CLARK COUNTY COUNCIL

DATE: June 7, 2022

SR# 097-22

PW22-116

REVIEWED: ††

DocuSign Envelope ID: EB3C5A34-AD6A-40C2-8305-DA23C9189D27

Staff Report Attachment (RFP Selections Process)

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T
1	**Date:**		4/7/2022																	
2	**RFP Description:**	RFP#817 Title:Real Property Acquisition and Relocation Services																		
3	**Evaluation Process**	Proposals were evaluated by two RPS staff members based on four criteria: Proposer's Qualifications, Similar Projects and Work History, Proposal Approach/Quality, and References.																		
4	**Evaluation Matrix**	PROPOSERS - RFP #808 - Relocation and Real Property Acquisition Services																		
5			Universal Field Services			EPIC Land Solutions			Commonstreet Consulting			Tierra Right of Way Services			HDR Engineering, Inc			Contract Land Staff LLC		
6			Panel Member		Total	Panel		Total	Panel		Total	Panel		Total	Panel		Total	Panel		Total
7	**Evaluation Criteria**	Max Pts.	1	2		1	2		1	2		1	2		1	2		1	2	
8	Qualifications	40	30	35	65	30	30	60	40	40	80	30	30	60	40	40	80	40	40	80
9	Similar Projects	30	30	25	55	30	30	60	30	25	55	10	15	25	30	30	60	25	20	45
10	Proposal Approach / Quality	10	10	10	20	8	8	16	5	5	10	5	5	10	10	10	20	10	10	20
11	References	20	20	20	40	10	10	20	20	20	40	10	10	20	20	20	40	20	20	40
12	***Total Average Score***		**90**	**90**	**180**	**78**	**78**	**156**	**95**	**90**	**185**	**55**	**60**	**115**	**100**	**100**	**200**	**95**	**90**	**185**
13	**Recommended Proposer:**	Based on the evaluation criteria of Qualifications, Similar Projects, Proposal Approach/Quality, and References, we recommend entering into contracts with Contract Land Staff LLC, Universal Field Services, EPIC Land Solutions, Commonstreet Consulting, Tierra Right of Way Services, and HDR Engineering, Inc.																		
14	**Comments:** ***Include the total cost of the contract.***	EPIC Land Solutions, Contract Land Staff LLC, Universal Field Services, Commonstreet Consulting, Tierra Right of Way Services, and HDR Engineering will each be granted a contract for $100,000. The total of all contracts is $600,000.																		
15																				

Local Agency Real Estate Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: SCN00002212

Does this Require DES filing? ☐ Yes ☑ No

Firm/Organization Legal Name (do not use dba's): HDR Engineering, Inc.	
Address: 700 Washington St, Ste 405, Vancouver, WA 98660	Federal Aid Number:
UBI Number:	Federal TIN or SSN Number: 47-0663786
Execution Date:	Completion Date: December 31, 2025
1099 Form Required: ☐ Yes ☑ No	Federal Participation: ☑ Yes ☐ No
Project Title: N/A	
Description of Work: Task assignment Real Property Acquisition and Relocation Services.	
☐ Yes % ☑ No DBE Participation ☐ Yes % ☑ No MBE Participation ☐ Yes % ☑ No WBE Participation ☐ Yes % ☑ No SBE Participation	Initial Contract Amount: $100,000 Management Reserve Fund: $10,000 Maximum Amount Payable: $110,000

Index of Exhibits

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

THIS AGREEMENT is made and entered into as shown in the "Execution Date" on page one (1) in the heading of this AGREEMENT, between the Clark County, Washington, Department of Public Works , hereinafter called the "AGENCY," and the name/organization referenced on page one (1) in the heading of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in the section I. "Description of Work" section 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 and conditions contained herein, or attached and incorporated and made a part hereof, the AGENCY, and the CONSULTANT mutually agree as follows:

I. Description 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.

If, due to the CONSULTANT'S error or oversight, corrections to the SERVICES contracted for herein are necessary, the CONSULTANT will make such corrections at no additional cost to the AGENCY and will submit such corrections to the AGENCY within ten (10) days of receipt of the AGENCY'S request.

II. General Requirements

CONSULTANT shall, at all times, comply with all applicable federal, state and local laws, codes, ordinances, rules, regulations, decrees, directives, guidelines, etc., (together "Laws") which may impact or apply to the performance of SERVICES under this AGREEMENT, regardless of whether such Laws are modified or are enacted during the term of this AGREEMENT.

III. Period of Performance

This AGREEMENT shall commence on the date executed by the AGENCY and the CONSULTANT shown in "Execution Date" in the heading of this AGREEMENT on page one (1) and shall be completed on the date shown in "Completion Date" in the heading of this AGREEMENT on page one (1), unless modified by a written AGREEMENT revision extending the "Completion Date" or unless terminated sooner as provided herein.

Upon completion or termination of this AGREEMENT, the CONSULTANT shall turn over all documents, records and file materials to the AGENCY.

IV. 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: 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. The accepted negotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgement, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

The accepted negotiated hourly rates, 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 initial twelve (12) month negotiated hourly rates, as shown on Exhibits "D" and "E", will remain in effect for the next 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 hourly rates that will be applicable for the next twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the new hourly rates, the AGENCY may perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings may be used to establish the new hourly rates that will be applicable for the next twelve (12) month period.

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

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fixed fee (profit) percentage. If the classification ranges (Actuals not to Exceed Table) are utilized, the CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fixed fee within the appropriate classification ranges.

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 AGENCY, Washington State Department of Transportation (WSDOT)'s Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.

C. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

D. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.

E. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

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

F. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, the State, 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.

V. Compensation

The CONSULTANT shall be paid up to $100,000 for all SERVICES and expenses under this AGREEMENT, provided that the total reimbursement under this AGREEMENT shall not exceed $100,000 . Such payment shall include all the CONSULTANT'S expenses in the performance of this AGREEMENT unless otherwise

specified in Section XVII "Special Provisions." The CONSULTANT'S invoice shall include: the project title, description of the services rendered, and the dates worked.

VI. Records and Accounts

The CONSULTANT and any authorized sub-consultant, or any other person or firm, shall keep detailed records relating to the charges made and expenses incurred for work required by this AGREEMENT.

The CONSULTANT's accounting records pertaining to this AGREEMENT shall be available for inspection by representatives of the AGENCY, the State, and the United States, at the office of the CONSULTANT. The CONSULTANT shall include in any sub-consultant agreement/contract or any agreement/contract with any person or firm a provision requiring such sub-consultant, person, or firm to make its financial records available for inspection by the AGENCY in accordance with this provision.

The accounting record referred to in the preceding paragraph shall be available for inspection during normal business hours and shall be retained by the CONSULTANT or sub-consultant, or any other person or firm, for a period of three (3) years following final payment from the AGENCY to the CONSULTANT with the following exception: if any litigation, claim, or audit is started before the expiration of the three (3) year retention period, the records shall be retained until all litigation, claim, or audit findings involving the records have been resolved.

The CONSULTANT further agrees that any duly authorized representative of the AGENCY, the State or of the United States, in the official conduct of its business shall have access to and the right to examine any directly pertinent books, documents, papers, photographic negatives, and records of the CONSULTANT involving the SERVICES provided under the terms of this AGREEMENT at any time during normal business hours during the life of this AGREEMENT and for three (3) years after the date of the final payment under this AGREEMENT.

An 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.

VII. Performance of Services

In the performance of the SERVICES under this AGREEMENT, the CONSULTANT shall comply with all applicable AGENCY regulations, State and Federal laws, regulations and procedures.

1. Non-delegation
   The SERVICES to be furnished under the terms of this AGREEMENT shall be performed by the CONSULTANT and the CONSULTANT'S bona fide employees, and shall not be delegated to any other person or firm.

2. Subcontracting
   The CONSULTANT shall not hire sub-consultants or any other person or firm to provide SERVICES under this AGREEMENT except pursuant to a revision of this AGREEMENT as authorized in Section XVIII "Modification of Agreement." All applicable portions of this AGREEMENT shall be contained in the subcontract between the CONSULTANT and its sub-consultant(s).

The CONSULTANT shall remove any employee from assignment to perform SERVICES under this AGREEMENT immediately upon receipt of written request to do so from the AGENCY.

The CONSULTANT warrants that, if it is full or partially employed by any public agency other than the AGENCY, its acceptance of this AGREEMENT is with the consent of such agency; that the CONSULTANT shall spend no time in the performance require in this AGREEMENT during which time the CONSULTANT should normally be employed and paid by such agency; and that the acceptance of this AGREEMENT will not interfere with any obligations the CONSULTANT may have to such agency.

VIII. 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 AGREEMENT, 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 AGREEMENT. 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.

The CONSULTANT shall comply with the Federal Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued there under; and shall save the AGENCY free, clear and harmless from all actions, claims, demands and expenses arising out of said Act and any rules and regulations that are or may be promulgated in connection therewith.

The CONSULTANT assumes full responsibility for the payment of all payroll taxes, use, sales, income or any other form of taxes, fees, licenses, excises, or payments required by any Federal or State legislation which are now or which may be enacted during the term of this AGREEMENT as to all the CONSULTANT'S employees, and as to all the duties, activities, and requirements of the CONSULTANT in the performance of this AGREEMENT.

The CONSULTANT shall comply with the WSDOT'S Organizational Conflict of Interest Policy, WSDOT Manual 3043, and revisions thereto http://www.wsdot.wa.gov/Publications/Manuals/M3043.htm, and its requirements for employees, the CONSULTANT firm and any entities created to do business with the AGENCY.

IX. Nondiscrimination

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

1. Compliance with Laws and Regulations
   The CONSULTANT shall comply with the regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, 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. The CONSULTANT shall comply with the State Law Against Discrimination, Chapter 49.60 RCW and any REGULATIONS adopted thereto.

2. Nondiscrimination
   The CONSULTANT with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of age, sex, marital status, race, creed, color, national origin, or the presence of any sensory, mental, or physical handicap unless based upon a bona fide occupational qualification, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination of prohibited by Chapter 49.60 RCW or by section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

3. Solicitation for Sub-consultants, Including Procurement of Materials and Equipment
   In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, 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 nondiscrimination on the above grounds.

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 or other sources of information, and its facilities as may be determined by the AGENCY or the Federal Highway Administration to be pertinent to ascertain compliance with such REGULATIONS, directives or laws. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refused to furnish this information, the CONSULTANT shall so certify to the AGENCY, WSDOT, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance
   In the event of the CONSULTANT's noncompliance with the discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it may determine to be appropriate, including but not limited to (1) withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or (2) 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 6 in every subcontract, including procurements 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 subcontract or procurement as the AGENCY, WSDOT, or Federal Highway Administration may direct as a means of

enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request the AGENCY to enter into such litigation to protect the interests of the AGENCY and / or WSDOT; and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

X. Termination

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 which, when added to any payments previously made, shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the SERVICES. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

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.

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 subjected to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultant, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, and regulations 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 against and hold harmless the STATE and AGENCY 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 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-consultants, 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 SERVICES 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 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's 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 professional liability to the AGENCY, including that which may arise in reference to Section XIV "Insurance" of this AGREEMENT, shall be limited to the total amount of the AGREEMENT or one million dollars ($1,000,000.00), whichever is greater. In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees or its agents against the STATE and / or 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.

XIII. Independent Contractor

The CONSULTANT shall be deemed an independent contractor for all purposes. The CONSULTANT and its employees and any authorized sub-consultants, or any other person of firm, shall not be deemed the employees of the AGENCY for any purpose.

XIV. Insurance

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

It is the CONSULTANT'S responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the AGREEMENT.

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

XV. Confidentiality

The AGENCY is contracting for the CONSULTANT'S independent performance of the specified SERVICES. Should the AGENCY employ another CONSULTANT to perform the same services, the CONSULTANT shall not discuss or otherwise exchange information with such other CONSULTANT.

The project for which the SERVICES of the CONSULTANT are required may involve litigation of claims against or brought by the STATE and / or AGENCY. Subject to Washington's Public Records Act (RCW ch. 42.17 et. al.) all information developed by the CONSULTANT and all information made available to the CONSULTANT and all analyses, conclusions, and/or opinions reached by the CONSULTANT shall be confidential as between the CONSULTANT and the AGENCY. Such information shall not be revealed by the CONSULTANT to any other person, organization, or entity without the express consent of the AGENCY. The confidentiality of such information will survive the completion of work under this AGREEMENT and/or the termination of this AGREEMENT.

The SERVICES to be performed under this AGREEMENT do not include SERVICES as an expert witness; in the event of the commencement of litigation, SERVICES as an expert witness will be the subject of a separate AGREEMENT.

XVI. Applicability of Law

This AGREEMENT shall be deemed executed in the State of Washington and the laws of the State of Washington shall govern the interpretation and application of its provisions. Venue for any suits between the CONSULTANT and the AGENCY arising from this AGREEMENT shall be brought and maintained in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XVII. Special Provisions

None.

XVIII. Modification of Agreement

This AGREEMENT, or any provision thereof, may be modified or amended only by express written AGREEMENT revision properly signed by all parties.

This AGREEMENT is hereby tendered and the terms and obligations hereof shall not become binding on the State of Washington unless and until accepted and approved hereon in writing for the AGENCY's authorized representative.

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

By Kathleen Otz
Title County Manager
Date 6/14/22

By Tracy Ellwein
Title Vice President
Date 05/05/22

APPROVED AS TO FORM ONLY:
Anthony F. Golik

By: William Richardson
William Richardson
Deputy Prosecuting Attorney

Agreement Number: SCN00002212

Exhibit A
Scope of Work

Project No. N/A

Each item of work under this AGREEMENT will be assigned by individual Task Order Agreements. Each assignment will be individually negotiated with the CONSULTANT, using approved billing rates. The amount established for each assignment will be the maximum amount payable for that assignment, unless modified in writing by the AGENCY. The AGENCY is not obligated to assign any specific number of tasks to the Consultant under this agreement, and the obligations of the AGENCY and CONSULTANT herunder are limited to the tasks assigned in writing. Task assignments may include, but are not limited to the following types of work.

Task Assignment Real Property Acquisition and Relocation Services:

See attached.

Agreement Number: SCN00002212

Exhibit D
Prime Consultant Cost Computations

Relocation Services	Cost range
Acquisition Services	$4,000 - $6,000
Simple Relocation and Personal Property Only	$3,000 - $7,000
Mid-Level Relocation	$7,000 - $13,000
Complex Relocation	$13,000 - $20,000

Position	Direct Salary Range	Hourly Billing Rate
Project Principal	$97.51	$277.32
Quality Control Manager	$78.81	$224.14
Project Manager	$55.38	$157.50
Task Order Manager	$60.00	$170.64
Appraiser/Reviewer	$100	$284.41
Real Estate Agent II	$31.20 - $40.87	$88.73 - $116.24
Real Estate Agent III	$45.88 - $49.99	$130.49 - $142.17
Real Estate Tech II	$33.44	$95.11
Real Estate Tech	$24.01 - $29.29	$68.29 - $83.30
Project Accountant II	$42.33	$120.39
Project Accountant	$33.63	$95.65

Superior Court Testimony will be billed at 5.0 x Direct Salary Rate

Direct Non-Labor Costs

Mileage	At Current GSA Rate
Mileage/Lodging/Per Diem	At Cost
Other Direct costs	At Cost

*Rates are subject to 4% annual escalation.

Agreement Number: SCN00002212

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 Documents

Exhibit G-1(a)	Certification of Consultant
Exhibit G-1(b)	Certification of Agency Official
Exhibit G-2	Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
Exhibit G-3	Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
Exhibit G-4	Certificate of Current Cost or Pricing Data

Agreement Number: SCN00002212

Exhibit G-1(a) Certification of Consultant

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

a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;

b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or

c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

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

HDR Engineering, Inc.

Consultant (Firm Name)

Tracy Ellwein

Signature (Authorized Official of Consultant)

05/05/22

Date

Agreement Number: SCN00002212

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, WA, Dept of Public Works , and HDR Engineering, Inc.
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

a) Employ or retain, or agree to employ to retain, any firm or person; or

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

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

Kathleen Otto
Signature

6/14/22
Date

Agreement Number: SCN00002212

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

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.

II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

HDR Engineering, Inc.

Consultant (Firm Name)

Tracy Ellwein

Signature (Authorized Official of Consultant)

05/05/22

Date

Agreement Number: SCN00002212

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

HDR Engineering, Inc.

Consultant (Firm Name)

Tracy Ellwein

Signature (Authorized Official of Consultant)

05/05/22

Date

Agreement Number: SCN00002212

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of Request for Proposal #817 * are accurate, complete, and current as of April 22, 2022 **.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: HDR Engineering, Inc.

Tracy Ellwein
Signature

Vice President
Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number: SCN00002212

Exhibit J
Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action in 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 associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

DocuSign Envelope ID: EB3C5A34-AD6A-40C2-8305-DA23C9189D27

proud past, promising future

CLARK COUNTY
WASHINGTON

ATTACHMENT A

DEPARTMENT OF PUBLIC WORKS
Real Property Services

Formal Task Assignment Document

Consulting Services for Real Property Acquisition and Relocation Services

Consultant Name:

Task Order **Contract**

Project Description: CRP #

Part I

[to be completed by County]

Number of Parcels, by type

_____ Partial Acquisitions _____ Total Acquisitions _____ Easements
_____ TCEs _____ Relocations _____ Other

Attachments

☐ R/W Plans ☐ Legals ☐ Title Policies ☐ Appraisals

Services Required

☐ Full Narrative Appraisal ☐ Summary Appraisal ☐ Short Form Appraisal
☐ Appraisal Review ☐ Acquisition ☐ Relocation ☐ Other

Status Reports

☐Monthly ☐Bi-monthly ☐ Weekly ☐ By Parcel ☐ N/A

Comments:

Technical Direction Contact: Laura Henry Slye Phone: 564-397-4777 Email: laura.slye@clark.wa.gov

Requested By: Laura Henry Slye Date:

Part II

[to be completed by consultant/contractor]

Staff Names & Functions *(if not included on attached fee schedule)*:
Fee:
Completion Date:
Comments:

Accepted By_____ **Date**_____

Part III

Notice To Proceed

Approved By_____ **Date**_____
Laura Henry Slye
Real Property Services Manager

Local Agency Real Estate Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: SCN00002211

Does this Require DES filing? ☐ Yes ☑ No

Firm/Organization Legal Name (do not use dba's): Tierra Right of Way Services, Ltd.	
Address: 8685 Martin Way E., #203, Lacey, WA 98516	Federal Aid Number:
UBI Number:	Federal TIN or SSN Number: 860641058
Execution Date:	Completion Date: December 31, 2025
1099 Form Required: ☐ Yes ☑ No	Federal Participation: ☑ Yes ☐ No
Project Title: N/A	
Description of Work: Task assignment Real Property Acquisition and Relocation Services.	
☐ Yes % ☑ No DBE Participation ☐ Yes % ☑ No MBE Participation ☐ Yes % ☑ No WBE Participation ☐ Yes % ☑ No SBE Participation	Initial Contract Amount: $100,000 Management Reserve Fund: $10,000 Maximum Amount Payable: $110,000

Index of Exhibits

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

THIS AGREEMENT is made and entered into as shown in the "Execution Date" on page one (1) in the heading of this AGREEMENT, between the Clark County, Washington, Department of Public Works , hereinafter called the "AGENCY," and the name/organization referenced on page one (1) in the heading of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in the section I. "Description of Work" section 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 and conditions contained herein, or attached and incorporated and made a part hereof, the AGENCY, and the CONSULTANT mutually agree as follows:

I. Description 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.

If, due to the CONSULTANT'S error or oversight, corrections to the SERVICES contracted for herein are necessary, the CONSULTANT will make such corrections at no additional cost to the AGENCY and will submit such corrections to the AGENCY within ten (10) days of receipt of the AGENCY'S request.

II. General Requirements

CONSULTANT shall, at all times, comply with all applicable federal, state and local laws, codes, ordinances, rules, regulations, decrees, directives, guidelines, etc., (together "Laws") which may impact or apply to the performance of SERVICES under this AGREEMENT, regardless of whether such Laws are modified or are enacted during the term of this AGREEMENT.

III. Period of Performance

This AGREEMENT shall commence on the date executed by the AGENCY and the CONSULTANT shown in "Execution Date" in the heading of this AGREEMENT on page one (1) and shall be completed on the date shown in "Completion Date" in the heading of this AGREEMENT on page one (1), unless modified by a written AGREEMENT revision extending the "Completion Date" or unless terminated sooner as provided herein.

Upon completion or termination of this AGREEMENT, the CONSULTANT shall turn over all documents, records and file materials to the AGENCY.

IV. 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: 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. The accepted negotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgement, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

The accepted negotiated hourly rates, 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 initial twelve (12) month negotiated hourly rates, as shown on Exhibits "D" and "E", will remain in effect for the next 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 hourly rates that will be applicable for the next twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the new hourly rates, the AGENCY may perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings may be used to establish the new hourly rates that will be applicable for the next twelve (12) month period.

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

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fixed fee (profit) percentage. If the classification ranges (Actuals not to Exceed Table) are utilized, the CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fixed fee within the appropriate classification ranges.

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 AGENCY, Washington State Department of Transportation (WSDOT)'s Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.

C. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

D. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.

E. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

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

F. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, the State, 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.

V. Compensation

The CONSULTANT shall be paid up to $100,000 for all SERVICES and expenses under this AGREEMENT, provided that the total reimbursement under this AGREEMENT shall not exceed $100,000 . Such payment shall include all the CONSULTANT'S expenses in the performance of this AGREEMENT unless otherwise

specified in Section XVII "Special Provisions." The CONSULTANT'S invoice shall include: the project title, description of the services rendered, and the dates worked.

VI. Records and Accounts

The CONSULTANT and any authorized sub-consultant, or any other person or firm, shall keep detailed records relating to the charges made and expenses incurred for work required by this AGREEMENT.

The CONSULTANT's accounting records pertaining to this AGREEMENT shall be available for inspection by representatives of the AGENCY, the State, and the United States, at the office of the CONSULTANT. The CONSULTANT shall include in any sub-consultant agreement/contract or any agreement/contract with any person or firm a provision requiring such sub-consultant, person, or firm to make its financial records available for inspection by the AGENCY in accordance with this provision.

The accounting record referred to in the preceding paragraph shall be available for inspection during normal business hours and shall be retained by the CONSULTANT or sub-consultant, or any other person or firm, for a period of three (3) years following final payment from the AGENCY to the CONSULTANT with the following exception: if any litigation, claim, or audit is started before the expiration of the three (3) year retention period, the records shall be retained until all litigation, claim, or audit findings involving the records have been resolved.

The CONSULTANT further agrees that any duly authorized representative of the AGENCY, the State or of the United States, in the official conduct of its business shall have access to and the right to examine any directly pertinent books, documents, papers, photographic negatives, and records of the CONSULTANT involving the SERVICES provided under the terms of this AGREEMENT at any time during normal business hours during the life of this AGREEMENT and for three (3) years after the date of the final payment under this AGREEMENT.

An 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.

VII. Performance of Services

In the performance of the SERVICES under this AGREEMENT, the CONSULTANT shall comply with all applicable AGENCY regulations, State and Federal laws, regulations and procedures.

1. Non-delegation
   The SERVICES to be furnished under the terms of this AGREEMENT shall be performed by the CONSULTANT and the CONSULTANT'S bona fide employees, and shall not be delegated to any other person or firm.

2. Subcontracting
   The CONSULTANT shall not hire sub-consultants or any other person or firm to provide SERVICES under this AGREEMENT except pursuant to a revision of this AGREEMENT as authorized in Section XVIII "Modification of Agreement." All applicable portions of this AGREEMENT shall be contained in the subcontract between the CONSULTANT and its sub-consultant(s).

The CONSULTANT shall remove any employee from assignment to perform SERVICES under this AGREEMENT immediately upon receipt of written request to do so from the AGENCY.

The CONSULTANT warrants that, if it is full or partially employed by any public agency other than the AGENCY, its acceptance of this AGREEMENT is with the consent of such agency; that the CONSULTANT shall spend no time in the performance require in this AGREEMENT during which time the CONSULTANT should normally be employed and paid by such agency; and that the acceptance of this AGREEMENT will not interfere with any obligations the CONSULTANT may have to such agency.

VIII. 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 AGREEMENT, 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 AGREEMENT. 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.

The CONSULTANT shall comply with the Federal Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued there under; and shall save the AGENCY free, clear and harmless from all actions, claims, demands and expenses arising out of said Act and any rules and regulations that are or may be promulgated in connection therewith.

The CONSULTANT assumes full responsibility for the payment of all payroll taxes, use, sales, income or any other form of taxes, fees, licenses, excises, or payments required by any Federal or State legislation which are now or which may be enacted during the term of this AGREEMENT as to all the CONSULTANT'S employees, and as to all the duties, activities, and requirements of the CONSULTANT in the performance of this AGREEMENT.

The CONSULTANT shall comply with the WSDOT'S Organizational Conflict of Interest Policy, WSDOT Manual 3043, and revisions thereto http://www.wsdot.wa.gov/Publications/Manuals/M3043.htm, and its requirements for employees, the CONSULTANT firm and any entities created to do business with the AGENCY.

IX. Nondiscrimination

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

1. Compliance with Laws and Regulations
   The CONSULTANT shall comply with the regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, 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. The CONSULTANT shall comply with the State Law Against Discrimination, Chapter 49.60 RCW and any REGULATIONS adopted thereto.

2. Nondiscrimination
   The CONSULTANT with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of age, sex, marital status, race, creed, color, national origin, or the presence of any sensory, mental, or physical handicap unless based upon a bona fide occupational qualification, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination of prohibited by Chapter 49.60 RCW or by section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

3. Solicitation for Sub-consultants, Including Procurement of Materials and Equipment
   In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, 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 nondiscrimination on the above grounds.

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 or other sources of information, and its facilities as may be determined by the AGENCY or the Federal Highway Administration to be pertinent to ascertain compliance with such REGULATIONS, directives or laws. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refused to furnish this information, the CONSULTANT shall so certify to the AGENCY, WSDOT, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance
   In the event of the CONSULTANT's noncompliance with the discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it may determine to be appropriate, including but not limited to (1) withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or (2) 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 6 in every subcontract, including procurements 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 subcontract or procurement as the AGENCY, WSDOT, or Federal Highway Administration may direct as a means of

enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request the AGENCY to enter into such litigation to protect the interests of the AGENCY and / or WSDOT; and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

X. Termination

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 which, when added to any payments previously made, shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the SERVICES. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

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.

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 subjected to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultant, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, and regulations 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 against and hold harmless the STATE and AGENCY 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 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-consultants, 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 SERVICES 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 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's 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 professional liability to the AGENCY, including that which may arise in reference to Section XIV "Insurance" of this AGREEMENT, shall be limited to the total amount of the AGREEMENT or one million dollars ($1,000,000.00), whichever is greater. In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees or its agents against the STATE and / or 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.

XIII. Independent Contractor

The CONSULTANT shall be deemed an independent contractor for all purposes. The CONSULTANT and its employees and any authorized sub-consultants, or any other person of firm, shall not be deemed the employees of the AGENCY for any purpose.

XIV. Insurance

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

It is the CONSULTANT'S responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the AGREEMENT.

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

XV. Confidentiality

The AGENCY is contracting for the CONSULTANT'S independent performance of the specified SERVICES. Should the AGENCY employ another CONSULTANT to perform the same services, the CONSULTANT shall not discuss or otherwise exchange information with such other CONSULTANT.

The project for which the SERVICES of the CONSULTANT are required may involve litigation of claims against or brought by the STATE and / or AGENCY. Subject to Washington's Public Records Act (RCW ch. 42.17 et. al.) all information developed by the CONSULTANT and all information made available to the CONSULTANT and all analyses, conclusions, and/or opinions reached by the CONSULTANT shall be confidential as between the CONSULTANT and the AGENCY. Such information shall not be revealed by the CONSULTANT to any other person, organization, or entity without the express consent of the AGENCY. The confidentiality of such information will survive the completion of work under this AGREEMENT and/or the termination of this AGREEMENT.

The SERVICES to be performed under this AGREEMENT do not include SERVICES as an expert witness; in the event of the commencement of litigation, SERVICES as an expert witness will be the subject of a separate AGREEMENT.

XVI. Applicability of Law

This AGREEMENT shall be deemed executed in the State of Washington and the laws of the State of Washington shall govern the interpretation and application of its provisions. Venue for any suits between the CONSULTANT and the AGENCY arising from this AGREEMENT shall be brought and maintained in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XVII. Special Provisions

None.

XVIII. Modification of Agreement

This AGREEMENT, or any provision thereof, may be modified or amended only by express written AGREEMENT revision properly signed by all parties.

This AGREEMENT is hereby tendered and the terms and obligations hereof shall not become binding on the State of Washington unless and until accepted and approved hereon in writing for the AGENCY's authorized representative.

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

By Kathleen Otto
Title County Manager
Date 6/14/22

By Mack Dickerson
Title Vice President
Date 05/04/22

APPROVED AS TO FORM ONLY:
Anthony F. Golik

By: William Richardson
William Richardson
Deputy Prosecuting Attorney

Agreement Number: SCN00002211

Exhibit A
Scope of Work

Project No. N/A

Each item of work under this AGREEMENT will be assigned by individual Task Order Agreements. Each assignment will be individually negotiated with the CONSULTANT, using approved billing rates. The amount established for each assignment will be the maximum amount payable for that assignment, unless modified in writing by the AGENCY. The AGENCY is not obligated to assign any specific number of tasks to the Consultant under this agreement, and the obligations of the AGENCY and CONSULTANT herunder are limited to the tasks assigned in writing. Task assignments may include, but are not limited to the following types of work.

Task Assignment Real Property Acquisition and Relocation Services:

See attached.

Agreement Number: SCN00002211

Exhibit D
Prime Consultant Cost Computations

Job Classification	Hourly Rate
Division Director	$195
Right of Way Division Manager	$180
Project Manager	$165
Senior Right of Way Agent (Acquisition & Relocation)	$138
Right of Way Agent	$115
Right of Way Technician	$95
Administrative Project Coordinator	$100

Cost Category	Hourly Rate
Mileage	IRS Rate
Lodging	GSA Schedule
Meals	GSA Schedule
Per Diem	GSA Schedule
Expert Witness Testimony	Billing Rate for Classification above plus $35.00 per hour

Job Classification	Low Range	High Range
Division Director	$150,000	$175,000
Right of Way Division Director	$120,000	$150,000
Project Manager	$110,000	$120,000
Senior Right of Way Agent	$85,000	$105,000
Right of Way Agent	$65,000	$84,000
Right of Way Technician	$52,000	$64,000
Administrative Project Coordinator	$60,000	$65,000

Agreement Number: SCN00002211

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 Documents

Exhibit G-1(a)	Certification of Consultant
Exhibit G-1(b)	Certification of Agency Official
Exhibit G-2	Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
Exhibit G-3	Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
Exhibit G-4	Certificate of Current Cost or Pricing Data

Agreement Number: SCN00002211

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Tierra Right of Way Services, Ltd.
whose address is
8685 Martin Way E., #203, 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.

Tierra Right of Way Services, Ltd.
Consultant (Firm Name)

Mack Dickerson
Signature (Authorized Official of Consultant)

05/04/22
Date

Agreement Number: SCN00002211

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, WA, Dept of Public Works , and Tierra Right of Way Services, Ltd.
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

a) Employ or retain, or agree to employ to retain, any firm or person; or

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

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

Kathleen Otto
Signature

6/14/22
Date

Agreement Number: SCN00002211

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

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.

II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Tierra Right of Way Services, Ltd.

Consultant (Firm Name)

Mack Dickerson

Signature (Authorized Official of Consultant)

05/04/22

Date

Agreement Number: SCN00002211

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

Tierra Right of Way Services, Ltd.

Consultant (Firm Name)

Mack Dickerson

Signature (Authorized Official of Consultant)

05/04/22

Date

Agreement Number: SCN00002211

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of Request for Proposal #817 * are accurate, complete, and current as of April 22, 2022 **.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: Tierra Right of Way Services, Ltd.

Mack Dickerson
Signature

Vice President
Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number: SCN00002211

Exhibit J
Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action in 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 associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

DocuSign Envelope ID: EB3C5A34-AD6A-40C2-8305-DA23C9189D27

proud past, promising future

CLARK COUNTY
WASHINGTON

ATTACHMENT A

DEPARTMENT OF PUBLIC WORKS
Real Property Services

Formal Task Assignment Document

Consulting Services for Real Property Acquisition and Relocation Services

Consultant Name:

Task Order **Contract**

Project Description: CRP #

Part I

[to be completed by County]

Number of Parcels, by type

_____ Partial Acquisitions _____ Total Acquisitions _____ Easements
_____ TCEs _____ Relocations _____ Other

Attachments

☐ R/W Plans ☐ Legals ☐ Title Policies ☐ Appraisals

Services Required

☐ Full Narrative Appraisal ☐ Summary Appraisal ☐ Short Form Appraisal
☐ Appraisal Review ☐ Acquisition ☐ Relocation ☐ Other

Status Reports

☐Monthly ☐Bi-monthly ☐ Weekly ☐ By Parcel ☐ N/A

Comments:

Technical Direction Contact: Laura Henry Slye Phone: 564-397-4777 Email: laura.slye@clark.wa.gov

Requested By: Laura Henry Slye Date:

Part II

[to be completed by consultant/contractor]

Staff Names & Functions *(if not included on attached fee schedule)*:
Fee:
Completion Date:
Comments:

Accepted By_____ **Date**_____

Part III

Notice To Proceed

Approved By_____ **Date**_____

Laura Henry Slye
Real Property Services Manager

Local Agency Real Estate Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: SCN00002209

Does this Require DES filing? ☐ Yes ☑ No

Firm/Organization Legal Name (do not use dba's): Commonstreet Consulting, LLC	
Address: 539 Broadway, Tacoma, WA 98402	Federal Aid Number:
UBI Number:	Federal TIN or SSN Number: 82-1456894
Execution Date:	Completion Date: December 31, 2025
1099 Form Required: ☐ Yes ☑ No	Federal Participation: ☑ Yes ☐ No
Project Title: N/A	
Description of Work: Task assignment Real Property Acquisition and Relocation Services.	
☐ Yes % ☑ No DBE Participation ☐ Yes % ☑ No MBE Participation ☐ Yes % ☑ No WBE Participation ☐ Yes % ☑ No SBE Participation	Initial Contract Amount: $100,000 Management Reserve Fund: $10,000 Maximum Amount Payable: $110,000

Index of Exhibits

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

THIS AGREEMENT is made and entered into as shown in the "Execution Date" on page one (1) in the heading of this AGREEMENT, between the Clark County, Washington, Department of Public Works , hereinafter called the "AGENCY," and the name/organization referenced on page one (1) in the heading of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in the section I. "Description of Work" section 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 and conditions contained herein, or attached and incorporated and made a part hereof, the AGENCY, and the CONSULTANT mutually agree as follows:

I. Description 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.

If, due to the CONSULTANT'S error or oversight, corrections to the SERVICES contracted for herein are necessary, the CONSULTANT will make such corrections at no additional cost to the AGENCY and will submit such corrections to the AGENCY within ten (10) days of receipt of the AGENCY'S request.

II. General Requirements

CONSULTANT shall, at all times, comply with all applicable federal, state and local laws, codes, ordinances, rules, regulations, decrees, directives, guidelines, etc., (together "Laws") which may impact or apply to the performance of SERVICES under this AGREEMENT, regardless of whether such Laws are modified or are enacted during the term of this AGREEMENT.

III. Period of Performance

This AGREEMENT shall commence on the date executed by the AGENCY and the CONSULTANT shown in "Execution Date" in the heading of this AGREEMENT on page one (1) and shall be completed on the date shown in "Completion Date" in the heading of this AGREEMENT on page one (1), unless modified by a written AGREEMENT revision extending the "Completion Date" or unless terminated sooner as provided herein.

Upon completion or termination of this AGREEMENT, the CONSULTANT shall turn over all documents, records and file materials to the AGENCY.

IV. 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: 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. The accepted negotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgement, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

The accepted negotiated hourly rates, 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 initial twelve (12) month negotiated hourly rates, as shown on Exhibits "D" and "E", will remain in effect for the next 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 hourly rates that will be applicable for the next twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the new hourly rates, the AGENCY may perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings may be used to establish the new hourly rates that will be applicable for the next twelve (12) month period.

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

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fixed fee (profit) percentage. If the classification ranges (Actuals not to Exceed Table) are utilized, the CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fixed fee within the appropriate classification ranges.

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 AGENCY, Washington State Department of Transportation (WSDOT)'s Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.

C. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

D. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.

E. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

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

F. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, the State, 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.

V. Compensation

The CONSULTANT shall be paid up to $100,000 for all SERVICES and expenses under this AGREEMENT, provided that the total reimbursement under this AGREEMENT shall not exceed $100,000 . Such payment shall include all the CONSULTANT'S expenses in the performance of this AGREEMENT unless otherwise

Agreement Number: SCN00002209

specified in Section XVII "Special Provisions." The CONSULTANT'S invoice shall include: the project title, description of the services rendered, and the dates worked.

VI. Records and Accounts

The CONSULTANT and any authorized sub-consultant, or any other person or firm, shall keep detailed records relating to the charges made and expenses incurred for work required by this AGREEMENT.

The CONSULTANT's accounting records pertaining to this AGREEMENT shall be available for inspection by representatives of the AGENCY, the State, and the United States, at the office of the CONSULTANT. The CONSULTANT shall include in any sub-consultant agreement/contract or any agreement/contract with any person or firm a provision requiring such sub-consultant, person, or firm to make its financial records available for inspection by the AGENCY in accordance with this provision.

The accounting record referred to in the preceding paragraph shall be available for inspection during normal business hours and shall be retained by the CONSULTANT or sub-consultant, or any other person or firm, for a period of three (3) years following final payment from the AGENCY to the CONSULTANT with the following exception: if any litigation, claim, or audit is started before the expiration of the three (3) year retention period, the records shall be retained until all litigation, claim, or audit findings involving the records have been resolved.

The CONSULTANT further agrees that any duly authorized representative of the AGENCY, the State or of the United States, in the official conduct of its business shall have access to and the right to examine any directly pertinent books, documents, papers, photographic negatives, and records of the CONSULTANT involving the SERVICES provided under the terms of this AGREEMENT at any time during normal business hours during the life of this AGREEMENT and for three (3) years after the date of the final payment under this AGREEMENT.

An 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.

VII. Performance of Services

In the performance of the SERVICES under this AGREEMENT, the CONSULTANT shall comply with all applicable AGENCY regulations, State and Federal laws, regulations and procedures.

1. Non-delegation
   The SERVICES to be furnished under the terms of this AGREEMENT shall be performed by the CONSULTANT and the CONSULTANT'S bona fide employees, and shall not be delegated to any other person or firm.

2. Subcontracting
   The CONSULTANT shall not hire sub-consultants or any other person or firm to provide SERVICES under this AGREEMENT except pursuant to a revision of this AGREEMENT as authorized in Section XVIII "Modification of Agreement." All applicable portions of this AGREEMENT shall be contained in the subcontract between the CONSULTANT and its sub-consultant(s).

The CONSULTANT shall remove any employee from assignment to perform SERVICES under this AGREEMENT immediately upon receipt of written request to do so from the AGENCY.

The CONSULTANT warrants that, if it is full or partially employed by any public agency other than the AGENCY, its acceptance of this AGREEMENT is with the consent of such agency; that the CONSULTANT shall spend no time in the performance require in this AGREEMENT during which time the CONSULTANT should normally be employed and paid by such agency; and that the acceptance of this AGREEMENT will not interfere with any obligations the CONSULTANT may have to such agency.

VIII. 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 AGREEMENT, 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 AGREEMENT. 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.

The CONSULTANT shall comply with the Federal Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued there under; and shall save the AGENCY free, clear and harmless from all actions, claims, demands and expenses arising out of said Act and any rules and regulations that are or may be promulgated in connection therewith.

The CONSULTANT assumes full responsibility for the payment of all payroll taxes, use, sales, income or any other form of taxes, fees, licenses, excises, or payments required by any Federal or State legislation which are now or which may be enacted during the term of this AGREEMENT as to all the CONSULTANT'S employees, and as to all the duties, activities, and requirements of the CONSULTANT in the performance of this AGREEMENT.

The CONSULTANT shall comply with the WSDOT'S Organizational Conflict of Interest Policy, WSDOT Manual 3043, and revisions thereto http://www.wsdot.wa.gov/Publications/Manuals/M3043.htm, and its requirements for employees, the CONSULTANT firm and any entities created to do business with the AGENCY.

IX. Nondiscrimination

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

1. Compliance with Laws and Regulations
   The CONSULTANT shall comply with the regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, 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. The CONSULTANT shall comply with the State Law Against Discrimination, Chapter 49.60 RCW and any REGULATIONS adopted thereto.

2. Nondiscrimination
   The CONSULTANT with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of age, sex, marital status, race, creed, color, national origin, or the presence of any sensory, mental, or physical handicap unless based upon a bona fide occupational qualification, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination of prohibited by Chapter 49.60 RCW or by section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

3. Solicitation for Sub-consultants, Including Procurement of Materials and Equipment
   In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, 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 nondiscrimination on the above grounds.

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 or other sources of information, and its facilities as may be determined by the AGENCY or the Federal Highway Administration to be pertinent to ascertain compliance with such REGULATIONS, directives or laws. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refused to furnish this information, the CONSULTANT shall so certify to the AGENCY, WSDOT, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance
   In the event of the CONSULTANT's noncompliance with the discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it may determine to be appropriate, including but not limited to (1) withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or (2) 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 6 in every subcontract, including procurements 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 subcontract or procurement as the AGENCY, WSDOT, or Federal Highway Administration may direct as a means of

enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request the AGENCY to enter into such litigation to protect the interests of the AGENCY and / or WSDOT; and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

X. Termination

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 which, when added to any payments previously made, shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the SERVICES. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

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.

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 subjected to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultant, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, and regulations 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 against and hold harmless the STATE and AGENCY 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 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-consultants, 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 SERVICES 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 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's 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 professional liability to the AGENCY, including that which may arise in reference to Section XIV "Insurance" of this AGREEMENT, shall be limited to the total amount of the AGREEMENT or one million dollars ($1,000,000.00), whichever is greater. In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees or its agents against the STATE and / or 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.

XIII. Independent Contractor

The CONSULTANT shall be deemed an independent contractor for all purposes. The CONSULTANT and its employees and any authorized sub-consultants, or any other person of firm, shall not be deemed the employees of the AGENCY for any purpose.

XIV. Insurance

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

It is the CONSULTANT'S responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the AGREEMENT.

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

XV. Confidentiality

The AGENCY is contracting for the CONSULTANT'S independent performance of the specified SERVICES. Should the AGENCY employ another CONSULTANT to perform the same services, the CONSULTANT shall not discuss or otherwise exchange information with such other CONSULTANT.

The project for which the SERVICES of the CONSULTANT are required may involve litigation of claims against or brought by the STATE and / or AGENCY. Subject to Washington's Public Records Act (RCW ch. 42.17 et. al.) all information developed by the CONSULTANT and all information made available to the CONSULTANT and all analyses, conclusions, and/or opinions reached by the CONSULTANT shall be confidential as between the CONSULTANT and the AGENCY. Such information shall not be revealed by the CONSULTANT to any other person, organization, or entity without the express consent of the AGENCY. The confidentiality of such information will survive the completion of work under this AGREEMENT and/or the termination of this AGREEMENT.

The SERVICES to be performed under this AGREEMENT do not include SERVICES as an expert witness; in the event of the commencement of litigation, SERVICES as an expert witness will be the subject of a separate AGREEMENT.

XVI. Applicability of Law

This AGREEMENT shall be deemed executed in the State of Washington and the laws of the State of Washington shall govern the interpretation and application of its provisions. Venue for any suits between the CONSULTANT and the AGENCY arising from this AGREEMENT shall be brought and maintained in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XVII. Special Provisions

None.

XVIII. Modification of Agreement

This AGREEMENT, or any provision thereof, may be modified or amended only by express written AGREEMENT revision properly signed by all parties.

This AGREEMENT is hereby tendered and the terms and obligations hereof shall not become binding on the State of Washington unless and until accepted and approved hereon in writing for the AGENCY's authorized representative.

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

By Kathleen Otto
Title County Manager
Date 6/14/22

By Kari Lowe
Title CEO
Date 05/09/22

APPROVED AS TO FORM ONLY:
Anthony F. Golik

By: William Richardson
William Richardson
Deputy Prosecuting Attorney

Agreement Number: SCN00002209

Exhibit A
Scope of Work

Project No. N/A

Each item of work under this AGREEMENT will be assigned by individual Task Order Agreements. Each assignment will be individually negotiated with the CONSULTANT, using approved billing rates. The amount established for each assignment will be the maximum amount payable for that assignment, unless modified in writing by the AGENCY. The AGENCY is not obligated to assign any specific number of tasks to the Consultant under this agreement, and the obligations of the AGENCY and CONSULTANT herunder are limited to the tasks assigned in writing. Task assignments may include, but are not limited to the following types of work.

Task Assignment Real Property Acquisition and Relocation Services:

See attached.

Agreement Number: SCN00002209

Exhibit D
Prime Consultant Cost Computations

Classification	Fully Burdened Rate
Principal/Senior Advisor	$223.11
Senior Project Manager	$223.11
Project Manager	$157.69
Senior Right of Way Agent	$150.18
Right of Way Agent	$134.13
Senior Project Control Specialist	$169.14
Project Control Specialist	$84.47

Agreement Number: SCN00002209

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 Documents

Exhibit G-1(a)	Certification of Consultant
Exhibit G-1(b)	Certification of Agency Official
Exhibit G-2	Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
Exhibit G-3	Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
Exhibit G-4	Certificate of Current Cost or Pricing Data

Agreement Number: SCN00002209

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Commonstreet Consulting, LLC
whose address is
539 Broadway, Tacoma, WA 98402
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.

Commonstreet Consulting, LLC

Consultant (Firm Name)

Kari Lowe

Signature (Authorized Official of Consultant)

05/09/22

Date

Agreement Number: SCN00002209

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, WA, Dept of Public Works , and Commonstreet Consulting, LLC
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

a) Employ or retain, or agree to employ to retain, any firm or person; or

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

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

Kathleen Otto
Signature

6/14/22
Date

Agreement Number: SCN00002209

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

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.

II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Commonstreet Consulting, LLC

Consultant (Firm Name)

Kari Lowe

Signature (Authorized Official of Consultant)

05/09/22

Date

Agreement Number: SCN00002209

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

Commonstreet Consulting, LLC

Consultant (Firm Name)

Kari Lowe

Signature (Authorized Official of Consultant)

05/09/22

Date

Agreement Number: SCN00002209

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of Request for Proposal #817 * are accurate, complete, and current as of April 22, 2022 **.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: Commonstreet Consulting, LLC

Kari Lowe

Signature

CEO

Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number: SCN00002209

Exhibit J
Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action in 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 associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

DocuSign Envelope ID: EB3C5A34-AD6A-40C2-8305-DA23C9189D27

proud past, promising future

CLARK COUNTY
WASHINGTON

ATTACHMENT A

DEPARTMENT OF PUBLIC WORKS
Real Property Services

Formal Task Assignment Document

Consulting Services for Real Property Acquisition and Relocation Services

Consultant Name:

Task Order **Contract**

Project Description: CRP #

Part I

[to be completed by County]

Number of Parcels, by type

_____ Partial Acquisitions _____ Total Acquisitions _____ Easements
_____ TCEs _____ Relocations _____ Other

Attachments

☐ R/W Plans ☐ Legals ☐ Title Policies ☐ Appraisals

Services Required

☐ Full Narrative Appraisal ☐ Summary Appraisal ☐ Short Form Appraisal
☐ Appraisal Review ☐ Acquisition ☐ Relocation ☐ Other

Status Reports

☐Monthly ☐Bi-monthly ☐ Weekly ☐ By Parcel ☐ N/A

Comments:

Technical Direction Contact: Laura Henry Slye Phone: 564-397-4777 Email: laura.slye@clark.wa.gov

Requested By: Laura Henry Slye Date:

Part II

[to be completed by consultant/contractor]

Staff Names & Functions *(if not included on attached fee schedule)*:
Fee:
Completion Date:
Comments:

Accepted By_____ **Date**_____

Part III

Notice To Proceed

Approved By_____ **Date**_____
Laura Henry Slye
Real Property Services Manager

Local Agency Real Estate Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: SCN00002210

Does this Require DES filing? ☐ Yes ☑ No

Firm/Organization Legal Name (do not use dba's): Universal Field Services, Inc.	
Address: 2659 Commercial St SE, Ste 248, Salem, OR 97302	Federal Aid Number:
UBI Number:	Federal TIN or SSN Number: 73-0676799
Execution Date:	Completion Date: December 31, 2025
1099 Form Required: ☐ Yes ☑ No	Federal Participation: ☑ Yes ☐ No
Project Title: N/A	
Description of Work: Task assignment Real Property Acquisition and Relocation Services.	
☐ Yes % ☑ No DBE Participation ☐ Yes % ☑ No MBE Participation ☐ Yes % ☑ No WBE Participation ☐ Yes % ☑ No SBE Participation	Maximum Amount Payable: $100,000 Management Reserve Fund: $10,000 Maximum Amount Payable: $110,000

Index of Exhibits

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

THIS AGREEMENT is made and entered into as shown in the "Execution Date" on page one (1) in the heading of this AGREEMENT, between the Clark County, Washington, Department of Public Works , hereinafter called the "AGENCY," and the name/organization referenced on page one (1) in the heading of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in the section I. "Description of Work" section 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 and conditions contained herein, or attached and incorporated and made a part hereof, the AGENCY, and the CONSULTANT mutually agree as follows:

I. Description 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.

If, due to the CONSULTANT'S error or oversight, corrections to the SERVICES contracted for herein are necessary, the CONSULTANT will make such corrections at no additional cost to the AGENCY and will submit such corrections to the AGENCY within ten (10) days of receipt of the AGENCY'S request.

II. General Requirements

CONSULTANT shall, at all times, comply with all applicable federal, state and local laws, codes, ordinances, rules, regulations, decrees, directives, guidelines, etc., (together "Laws") which may impact or apply to the performance of SERVICES under this AGREEMENT, regardless of whether such Laws are modified or are enacted during the term of this AGREEMENT.

III. Period of Performance

This AGREEMENT shall commence on the date executed by the AGENCY and the CONSULTANT shown in "Execution Date" in the heading of this AGREEMENT on page one (1) and shall be completed on the date shown in "Completion Date" in the heading of this AGREEMENT on page one (1), unless modified by a written AGREEMENT revision extending the "Completion Date" or unless terminated sooner as provided herein.

Upon completion or termination of this AGREEMENT, the CONSULTANT shall turn over all documents, records and file materials to the AGENCY.

IV. 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: 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. The accepted negotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgement, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

The accepted negotiated hourly rates, 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 initial twelve (12) month negotiated hourly rates, as shown on Exhibits "D" and "E", will remain in effect for the next 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 hourly rates that will be applicable for the next twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the new hourly rates, the AGENCY may perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings may be used to establish the new hourly rates that will be applicable for the next twelve (12) month period.

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

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fixed fee (profit) percentage. If the classification ranges (Actuals not to Exceed Table) are utilized, the CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fixed fee within the appropriate classification ranges.

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 AGENCY, Washington State Department of Transportation (WSDOT)'s Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.

C. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

D. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.

E. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

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

F. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, the State, 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.

V. Compensation

The CONSULTANT shall be paid up to $100,000 for all SERVICES and expenses under this AGREEMENT, provided that the total reimbursement under this AGREEMENT shall not exceed $100,000 . Such payment shall include all the CONSULTANT'S expenses in the performance of this AGREEMENT unless otherwise

specified in Section XVII "Special Provisions." The CONSULTANT'S invoice shall include: the project title, description of the services rendered, and the dates worked.

VI. Records and Accounts

The CONSULTANT and any authorized sub-consultant, or any other person or firm, shall keep detailed records relating to the charges made and expenses incurred for work required by this AGREEMENT.

The CONSULTANT's accounting records pertaining to this AGREEMENT shall be available for inspection by representatives of the AGENCY, the State, and the United States, at the office of the CONSULTANT. The CONSULTANT shall include in any sub-consultant agreement/contract or any agreement/contract with any person or firm a provision requiring such sub-consultant, person, or firm to make its financial records available for inspection by the AGENCY in accordance with this provision.

The accounting record referred to in the preceding paragraph shall be available for inspection during normal business hours and shall be retained by the CONSULTANT or sub-consultant, or any other person or firm, for a period of three (3) years following final payment from the AGENCY to the CONSULTANT with the following exception: if any litigation, claim, or audit is started before the expiration of the three (3) year retention period, the records shall be retained until all litigation, claim, or audit findings involving the records have been resolved.

The CONSULTANT further agrees that any duly authorized representative of the AGENCY, the State or of the United States, in the official conduct of its business shall have access to and the right to examine any directly pertinent books, documents, papers, photographic negatives, and records of the CONSULTANT involving the SERVICES provided under the terms of this AGREEMENT at any time during normal business hours during the life of this AGREEMENT and for three (3) years after the date of the final payment under this AGREEMENT.

An 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.

VII. Performance of Services

In the performance of the SERVICES under this AGREEMENT, the CONSULTANT shall comply with all applicable AGENCY regulations, State and Federal laws, regulations and procedures.

1. Non-delegation
   The SERVICES to be furnished under the terms of this AGREEMENT shall be performed by the CONSULTANT and the CONSULTANT'S bona fide employees, and shall not be delegated to any other person or firm.

2. Subcontracting
   The CONSULTANT shall not hire sub-consultants or any other person or firm to provide SERVICES under this AGREEMENT except pursuant to a revision of this AGREEMENT as authorized in Section XVIII "Modification of Agreement." All applicable portions of this AGREEMENT shall be contained in the subcontract between the CONSULTANT and its sub-consultant(s).

The CONSULTANT shall remove any employee from assignment to perform SERVICES under this AGREEMENT immediately upon receipt of written request to do so from the AGENCY.

The CONSULTANT warrants that, if it is full or partially employed by any public agency other than the AGENCY, its acceptance of this AGREEMENT is with the consent of such agency; that the CONSULTANT shall spend no time in the performance require in this AGREEMENT during which time the CONSULTANT should normally be employed and paid by such agency; and that the acceptance of this AGREEMENT will not interfere with any obligations the CONSULTANT may have to such agency.

VIII. 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 AGREEMENT, 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 AGREEMENT. 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.

The CONSULTANT shall comply with the Federal Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued there under; and shall save the AGENCY free, clear and harmless from all actions, claims, demands and expenses arising out of said Act and any rules and regulations that are or may be promulgated in connection therewith.

The CONSULTANT assumes full responsibility for the payment of all payroll taxes, use, sales, income or any other form of taxes, fees, licenses, excises, or payments required by any Federal or State legislation which are now or which may be enacted during the term of this AGREEMENT as to all the CONSULTANT'S employees, and as to all the duties, activities, and requirements of the CONSULTANT in the performance of this AGREEMENT.

The CONSULTANT shall comply with the WSDOT'S Organizational Conflict of Interest Policy, WSDOT Manual 3043, and revisions thereto http://www.wsdot.wa.gov/Publications/Manuals/M3043.htm, and its requirements for employees, the CONSULTANT firm and any entities created to do business with the AGENCY.

IX. Nondiscrimination

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

1. Compliance with Laws and Regulations
   The CONSULTANT shall comply with the regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, 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. The CONSULTANT shall comply with the State Law Against Discrimination, Chapter 49.60 RCW and any REGULATIONS adopted thereto.

2. Nondiscrimination
   The CONSULTANT with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of age, sex, marital status, race, creed, color, national origin, or the presence of any sensory, mental, or physical handicap unless based upon a bona fide occupational qualification, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination of prohibited by Chapter 49.60 RCW or by section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

3. Solicitation for Sub-consultants, Including Procurement of Materials and Equipment
   In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, 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 nondiscrimination on the above grounds.

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 or other sources of information, and its facilities as may be determined by the AGENCY or the Federal Highway Administration to be pertinent to ascertain compliance with such REGULATIONS, directives or laws. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refused to furnish this information, the CONSULTANT shall so certify to the AGENCY, WSDOT, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance
   In the event of the CONSULTANT's noncompliance with the discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it may determine to be appropriate, including but not limited to (1) withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or (2) 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 6 in every subcontract, including procurements 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 subcontract or procurement as the AGENCY, WSDOT, or Federal Highway Administration may direct as a means of

enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request the AGENCY to enter into such litigation to protect the interests of the AGENCY and / or WSDOT; and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

X. Termination

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 which, when added to any payments previously made, shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the SERVICES. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

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.

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 subjected to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultant, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, and regulations 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 against and hold harmless the STATE and AGENCY 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 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-consultants, 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 SERVICES 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 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's 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 professional liability to the AGENCY, including that which may arise in reference to Section XIV "Insurance" of this AGREEMENT, shall be limited to the total amount of the AGREEMENT or one million dollars ($1,000,000.00), whichever is greater. In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees or its agents against the STATE and / or 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.

XIII. Independent Contractor

The CONSULTANT shall be deemed an independent contractor for all purposes. The CONSULTANT and its employees and any authorized sub-consultants, or any other person of firm, shall not be deemed the employees of the AGENCY for any purpose.

XIV. Insurance

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

It is the CONSULTANT'S responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the AGREEMENT.

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

XV. Confidentiality

The AGENCY is contracting for the CONSULTANT'S independent performance of the specified SERVICES. Should the AGENCY employ another CONSULTANT to perform the same services, the CONSULTANT shall not discuss or otherwise exchange information with such other CONSULTANT.

The project for which the SERVICES of the CONSULTANT are required may involve litigation of claims against or brought by the STATE and / or AGENCY. Subject to Washington's Public Records Act (RCW ch. 42.17 et. al.) all information developed by the CONSULTANT and all information made available to the CONSULTANT and all analyses, conclusions, and/or opinions reached by the CONSULTANT shall be confidential as between the CONSULTANT and the AGENCY. Such information shall not be revealed by the CONSULTANT to any other person, organization, or entity without the express consent of the AGENCY. The confidentiality of such information will survive the completion of work under this AGREEMENT and/or the termination of this AGREEMENT.

The SERVICES to be performed under this AGREEMENT do not include SERVICES as an expert witness; in the event of the commencement of litigation, SERVICES as an expert witness will be the subject of a separate AGREEMENT.

XVI. Applicability of Law

This AGREEMENT shall be deemed executed in the State of Washington and the laws of the State of Washington shall govern the interpretation and application of its provisions. Venue for any suits between the CONSULTANT and the AGENCY arising from this AGREEMENT shall be brought and maintained in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XVII. Special Provisions

None.

XVIII. Modification of Agreement

This AGREEMENT, or any provision thereof, may be modified or amended only by express written AGREEMENT revision properly signed by all parties.

This AGREEMENT is hereby tendered and the terms and obligations hereof shall not become binding on the State of Washington unless and until accepted and approved hereon in writing for the AGENCY's authorized representative.

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

By Kathleen Otto

Title County Manager

Date 6/14/22

By Leslie Finnigan

Title Vice President - Western Region

Date 05/04/22

APPROVED AS TO FORM ONLY:
Anthony F. Golik

By: William Richardson
William Richardson
Deputy Prosecuting Attorney

Agreement Number: SCN00002210

Exhibit A
Scope of Work

Project No. N/A

Each item of work under this AGREEMENT will be assigned by individual Task Order Agreements. Each assignment will be individually negotiated with the CONSULTANT, using approved billing rates. The amount established for each assignment will be the maximum amount payable for that assignment, unless modified in writing by the AGENCY. The AGENCY is not obligated to assign any specific number of tasks to the Consultant under this agreement, and the obligations of the AGENCY and CONSULTANT herunder are limited to the tasks assigned in writing. Task assignments may include, but are not limited to the following types of work.

Task Assignment Real Property Acquisition and Relocation Services:

See attached.

Agreement Number: SCN00002210

Exhibit D
Prime Consultant Cost Computations

Estimated Cost of Services	Unit Rates
Simple Acquisition	$2,000 - $3,000
Complex Acquisition	$3,000 - $4,500
Residential Relocation	$4,000 - $5,500
Complex Residential Relocation - Hardship, Hard to Place Occupants	$4,000 - $6,500
Business Relocation	$5,000 - $7,000
Complex Business Relocation	$7,000 - $8,500

Work Role	Billing Rate per Hour
Corporate Oversight	$130
Project Manager	$90 - $102
Sr. Acquisition Agent	$75- $90
Acquisition Agent	$60 - $75
Sr. Relocation Specialist	$75 - $92
Sr. Title Specialist	$50 - $55
Administrative Support	$40 - $45

Cost and Price Proposal Assumptions:
*The above rates include base salaries, general overhead, and burden and profit.
*The reimbursable expenses are not included in hourly rates.
*The services will be provided on a time and materials basis.
*Universal will not incur overtime unless approved by the County prior to the need. Overtime rates, if required, would be calculated at time and a half.

*Business Mileage would be billed at $0.585 per mile or current IRS rate.
*Actual cost associated with photocopies, postage, etc. would be billed on an actual cost basis.
*Administrative fee for subconsultants - 10%

Agreement Number: SCN00002210

Exhibit G
Certification Documents

Exhibit G-1(a)	Certification of Consultant
Exhibit G-1(b)	Certification of Agency Official
Exhibit G-2	Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
Exhibit G-3	Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
Exhibit G-4	Certificate of Current Cost or Pricing Data

Agreement Number: SCN00002210

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Universal Field Services
whose address is
2659 Commercial Street SE, Ste. 248, Salem, OR 97302
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.

Universal Field Services

Consultant (Firm Name)

Leslie Finnigan

Signature (Authorized Official of Consultant)

05/04/22

Date

Agreement Number: SCN00002210

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, WA, Dept of Public Works , and Universal Field Services, Inc.
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

a) Employ or retain, or agree to employ to retain, any firm or person; or

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

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

Kathleen Otto
Signature

6/14/22
Date

Agreement Number: SCN00002210

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

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.

II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Universal Field Services, Inc.

Consultant (Firm Name)

Leslie Finnigan

Signature (Authorized Official of Consultant)

05/04/22

Date

Agreement Number: SCN00002210

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

Universal Field Services, Inc.

Consultant (Firm Name)

Leslie Finnigan

Signature (Authorized Official of Consultant)

05/04/22

Date

Agreement Number: SCN00002210

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of Request for Proposal #817 * are accurate, complete, and current as of April 22, 2022 **.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: Universal Field Services, Inc.

Leslie Finnigan
Signature

Vice President - Western Region
Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number: SCN00002210

Exhibit J
Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action in 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 associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

DocuSign Envelope ID: EB3C5A34-AD6A-40C2-8305-DA23C9189D27

proud past, promising future

CLARK COUNTY
WASHINGTON

ATTACHMENT A

DEPARTMENT OF PUBLIC WORKS
Real Property Services

Formal Task Assignment Document

Consulting Services for Real Property Acquisition and Relocation Services

Consultant Name:

Task Order **Contract**

Project Description: CRP #

Part I

[to be completed by County]

Number of Parcels, by type

_____ Partial Acquisitions _____ Total Acquisitions _____ Easements
_____ TCEs _____ Relocations _____ Other

Attachments

☐ R/W Plans ☐ Legals ☐ Title Policies ☐ Appraisals

Services Required

☐ Full Narrative Appraisal ☐ Summary Appraisal ☐ Short Form Appraisal
☐ Appraisal Review ☐ Acquisition ☐ Relocation ☐ Other

Status Reports

☐Monthly ☐Bi-monthly ☐ Weekly ☐ By Parcel ☐ N/A

Comments:

Technical Direction Contact: Laura Henry Slye Phone: 564-397-4777 Email: laura.slye@clark.wa.gov

Requested By: Laura Henry Slye Date:

Part II

[to be completed by consultant/contractor]

Staff Names & Functions *(if not included on attached fee schedule)*:
Fee:
Completion Date:
Comments:

Accepted By_____ **Date**_____

Part III

Notice To Proceed

Approved By_____ **Date**_____

Laura Henry Slye
Real Property Services Manager

Local Agency Real Estate Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: SCN00002213

Does this Require DES filing? ☐ Yes ☑ No

Firm/Organization Legal Name (do not use dba's): Epic Land Solutions, Inc.	
Address: 1950 Black Lake Blvd SW Ste. B, Olympia, 98512	Federal Aid Number:
UBI Number:	Federal TIN or SSN Number: 95-4813025
Execution Date:	Completion Date: December 31, 2025
1099 Form Required: ☐ Yes ☑ No	Federal Participation: ☑ Yes ☐ No
Project Title: N/A	
Description of Work: Task assignment Real Property Acquisition and Relocation Services.	
☐ Yes % ☑ No DBE Participation ☐ Yes % ☑ No MBE Participation ☐ Yes % ☑ No WBE Participation ☐ Yes % ☑ No SBE Participation	Initial Contract Amount: $100,000 Management Reserve Fund: $10,000 Maximum Amount Payable: $110,000

Index of Exhibits

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

THIS AGREEMENT is made and entered into as shown in the "Execution Date" on page one (1) in the heading of this AGREEMENT, between the Clark County, Washington, Department of Public Works , hereinafter called the "AGENCY," and the name/organization referenced on page one (1) in the heading of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in the section I. "Description of Work" section 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 and conditions contained herein, or attached and incorporated and made a part hereof, the AGENCY, and the CONSULTANT mutually agree as follows:

I. Description 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.

If, due to the CONSULTANT'S error or oversight, corrections to the SERVICES contracted for herein are necessary, the CONSULTANT will make such corrections at no additional cost to the AGENCY and will submit such corrections to the AGENCY within ten (10) days of receipt of the AGENCY'S request.

II. General Requirements

CONSULTANT shall, at all times, comply with all applicable federal, state and local laws, codes, ordinances, rules, regulations, decrees, directives, guidelines, etc., (together "Laws") which may impact or apply to the performance of SERVICES under this AGREEMENT, regardless of whether such Laws are modified or are enacted during the term of this AGREEMENT.

III. Period of Performance

This AGREEMENT shall commence on the date executed by the AGENCY and the CONSULTANT shown in "Execution Date" in the heading of this AGREEMENT on page one (1) and shall be completed on the date shown in "Completion Date" in the heading of this AGREEMENT on page one (1), unless modified by a written AGREEMENT revision extending the "Completion Date" or unless terminated sooner as provided herein.

Upon completion or termination of this AGREEMENT, the CONSULTANT shall turn over all documents, records and file materials to the AGENCY.

IV. 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: 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. The accepted negotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgement, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

The accepted negotiated hourly rates, 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 initial twelve (12) month negotiated hourly rates, as shown on Exhibits "D" and "E", will remain in effect for the next 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 hourly rates that will be applicable for the next twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the new hourly rates, the AGENCY may perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings may be used to establish the new hourly rates that will be applicable for the next twelve (12) month period.

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

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fixed fee (profit) percentage. If the classification ranges (Actuals not to Exceed Table) are utilized, the CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fixed fee within the appropriate classification ranges.

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 AGENCY, Washington State Department of Transportation (WSDOT)'s Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.

C. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

D. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.

E. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

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

F. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, the State, 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.

V. Compensation

The CONSULTANT shall be paid up to $100,000 for all SERVICES and expenses under this AGREEMENT, provided that the total reimbursement under this AGREEMENT shall not exceed $100,000 . Such payment shall include all the CONSULTANT'S expenses in the performance of this AGREEMENT unless otherwise

specified in Section XVII "Special Provisions." The CONSULTANT'S invoice shall include: the project title, description of the services rendered, and the dates worked.

VI. Records and Accounts

The CONSULTANT and any authorized sub-consultant, or any other person or firm, shall keep detailed records relating to the charges made and expenses incurred for work required by this AGREEMENT.

The CONSULTANT's accounting records pertaining to this AGREEMENT shall be available for inspection by representatives of the AGENCY, the State, and the United States, at the office of the CONSULTANT. The CONSULTANT shall include in any sub-consultant agreement/contract or any agreement/contract with any person or firm a provision requiring such sub-consultant, person, or firm to make its financial records available for inspection by the AGENCY in accordance with this provision.

The accounting record referred to in the preceding paragraph shall be available for inspection during normal business hours and shall be retained by the CONSULTANT or sub-consultant, or any other person or firm, for a period of three (3) years following final payment from the AGENCY to the CONSULTANT with the following exception: if any litigation, claim, or audit is started before the expiration of the three (3) year retention period, the records shall be retained until all litigation, claim, or audit findings involving the records have been resolved.

The CONSULTANT further agrees that any duly authorized representative of the AGENCY, the State or of the United States, in the official conduct of its business shall have access to and the right to examine any directly pertinent books, documents, papers, photographic negatives, and records of the CONSULTANT involving the SERVICES provided under the terms of this AGREEMENT at any time during normal business hours during the life of this AGREEMENT and for three (3) years after the date of the final payment under this AGREEMENT.

An 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.

VII. Performance of Services

In the performance of the SERVICES under this AGREEMENT, the CONSULTANT shall comply with all applicable AGENCY regulations, State and Federal laws, regulations and procedures.

1. Non-delegation
   The SERVICES to be furnished under the terms of this AGREEMENT shall be performed by the CONSULTANT and the CONSULTANT'S bona fide employees, and shall not be delegated to any other person or firm.

2. Subcontracting
   The CONSULTANT shall not hire sub-consultants or any other person or firm to provide SERVICES under this AGREEMENT except pursuant to a revision of this AGREEMENT as authorized in Section XVIII "Modification of Agreement." All applicable portions of this AGREEMENT shall be contained in the subcontract between the CONSULTANT and its sub-consultant(s).

The CONSULTANT shall remove any employee from assignment to perform SERVICES under this AGREEMENT immediately upon receipt of written request to do so from the AGENCY.

The CONSULTANT warrants that, if it is full or partially employed by any public agency other than the AGENCY, its acceptance of this AGREEMENT is with the consent of such agency; that the CONSULTANT shall spend no time in the performance require in this AGREEMENT during which time the CONSULTANT should normally be employed and paid by such agency; and that the acceptance of this AGREEMENT will not interfere with any obligations the CONSULTANT may have to such agency.

VIII. 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 AGREEMENT, 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 AGREEMENT. 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.

The CONSULTANT shall comply with the Federal Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued there under; and shall save the AGENCY free, clear and harmless from all actions, claims, demands and expenses arising out of said Act and any rules and regulations that are or may be promulgated in connection therewith.

The CONSULTANT assumes full responsibility for the payment of all payroll taxes, use, sales, income or any other form of taxes, fees, licenses, excises, or payments required by any Federal or State legislation which are now or which may be enacted during the term of this AGREEMENT as to all the CONSULTANT'S employees, and as to all the duties, activities, and requirements of the CONSULTANT in the performance of this AGREEMENT.

The CONSULTANT shall comply with the WSDOT'S Organizational Conflict of Interest Policy, WSDOT Manual 3043, and revisions thereto http://www.wsdot.wa.gov/Publications/Manuals/M3043.htm, and its requirements for employees, the CONSULTANT firm and any entities created to do business with the AGENCY.

IX. Nondiscrimination

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

1. Compliance with Laws and Regulations
   The CONSULTANT shall comply with the regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, 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. The CONSULTANT shall comply with the State Law Against Discrimination, Chapter 49.60 RCW and any REGULATIONS adopted thereto.

2. Nondiscrimination
   The CONSULTANT with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of age, sex, marital status, race, creed, color, national origin, or the presence of any sensory, mental, or physical handicap unless based upon a bona fide occupational qualification, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination of prohibited by Chapter 49.60 RCW or by section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

3. Solicitation for Sub-consultants, Including Procurement of Materials and Equipment
   In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, 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 nondiscrimination on the above grounds.

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 or other sources of information, and its facilities as may be determined by the AGENCY or the Federal Highway Administration to be pertinent to ascertain compliance with such REGULATIONS, directives or laws. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refused to furnish this information, the CONSULTANT shall so certify to the AGENCY, WSDOT, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance
   In the event of the CONSULTANT's noncompliance with the discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it may determine to be appropriate, including but not limited to (1) withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or (2) 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 6 in every subcontract, including procurements 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 subcontract or procurement as the AGENCY, WSDOT, or Federal Highway Administration may direct as a means of

enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request the AGENCY to enter into such litigation to protect the interests of the AGENCY and / or WSDOT; and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

X. Termination

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 which, when added to any payments previously made, shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the SERVICES. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

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.

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 subjected to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultant, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, and regulations 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 against and hold harmless the STATE and AGENCY 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 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-consultants, 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 SERVICES 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 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's 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 professional liability to the AGENCY, including that which may arise in reference to Section XIV "Insurance" of this AGREEMENT, shall be limited to the total amount of the AGREEMENT or one million dollars ($1,000,000.00), whichever is greater. In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees or its agents against the STATE and / or 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.

XIII. Independent Contractor

The CONSULTANT shall be deemed an independent contractor for all purposes. The CONSULTANT and its employees and any authorized sub-consultants, or any other person of firm, shall not be deemed the employees of the AGENCY for any purpose.

XIV. Insurance

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

It is the CONSULTANT'S responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the AGREEMENT.

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

XV. Confidentiality

The AGENCY is contracting for the CONSULTANT'S independent performance of the specified SERVICES. Should the AGENCY employ another CONSULTANT to perform the same services, the CONSULTANT shall not discuss or otherwise exchange information with such other CONSULTANT.

The project for which the SERVICES of the CONSULTANT are required may involve litigation of claims against or brought by the STATE and / or AGENCY. Subject to Washington's Public Records Act (RCW ch. 42.17 et. al.) all information developed by the CONSULTANT and all information made available to the CONSULTANT and all analyses, conclusions, and/or opinions reached by the CONSULTANT shall be confidential as between the CONSULTANT and the AGENCY. Such information shall not be revealed by the CONSULTANT to any other person, organization, or entity without the express consent of the AGENCY. The confidentiality of such information will survive the completion of work under this AGREEMENT and/or the termination of this AGREEMENT.

The SERVICES to be performed under this AGREEMENT do not include SERVICES as an expert witness; in the event of the commencement of litigation, SERVICES as an expert witness will be the subject of a separate AGREEMENT.

XVI. Applicability of Law

This AGREEMENT shall be deemed executed in the State of Washington and the laws of the State of Washington shall govern the interpretation and application of its provisions. Venue for any suits between the CONSULTANT and the AGENCY arising from this AGREEMENT shall be brought and maintained in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XVII. Special Provisions

None.

XVIII. Modification of Agreement

This AGREEMENT, or any provision thereof, may be modified or amended only by express written AGREEMENT revision properly signed by all parties.

This AGREEMENT is hereby tendered and the terms and obligations hereof shall not become binding on the State of Washington unless and until accepted and approved hereon in writing for the AGENCY's authorized representative.

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

By Kathleen Ott
Title County Manager
Date 6/14/22

By karen Starr
Title President
Date 05/06/22

APPROVED AS TO FORM ONLY:
Anthony F. Golik

By: William Richardson
William Richardson
Deputy Prosecuting Attorney

Agreement Number: SCN00002213

Exhibit A
Scope of Work

Project No. N/A

Each item of work under this AGREEMENT will be assigned by individual Task Order Agreements. Each assignment will be individually negotiated with the CONSULTANT, using approved billing rates. The amount established for each assignment will be the maximum amount payable for that assignment, unless modified in writing by the AGENCY. The AGENCY is not obligated to assign any specific number of tasks to the Consultant under this agreement, and the obligations of the AGENCY and CONSULTANT herunder are limited to the tasks assigned in writing. Task assignments may include, but are not limited to the following types of work.

Task Assignment Real Property Acquisition and Relocation Services:

See attached.

Agreement Number: SCN00002213

Exhibit D
Prime Consultant Cost Computations

Project Role	Hourly Rates
Principal in Charge	$240.36
Project Manager	$175.13
Assistant Project Manager	$138.34
Senior ROW Agent	$137.64
ROW Agent	$92.73
Project Support	$122.99
Budget & Financial Controls	$144.61

Tasks	Cost
Right of Way Funding Estimate	$3,000 - $8,000 NTE/Flat Fee
Acquisitions	$5,000 - $6,000
Residential Relocation	$6,000 - $10,000
Business Relocation	$6,000 - $10,000
Personal Property Only (PPO)	$2,500 - $5,000

Note about WSDOT Rates: The rates below reflect the direct salary rates for individuals that are currently anticipated to participate in work under this contract. The actual rate billed shall be based on the direct salary of the individual having performed the work, plus overhead and profit. These rates will be re-calculated at the beginning of each calendar year. Staff billing rates provided include the Federal Acquisition Regulation (FAR) approved overhead rate for Epic Land Solutions, Inc. and are suitable for local, state and federally funded projects.

Project Role	Typical Salary Range
Principal in Charge	$166,000 to $176,000
Project Manager	$82,000 to $129,000
Assistant Project Manager	$75,000 to $102,000
Senior Right of Way Agent	$62,000 to $101,000
Right of Way Agent	$55,000 to $68,000
Administrative Support	$52,000 to $65,000
Budget & Financial Controls	$74,000 to $106,000

Miscellaneous Costs	Price Range
Mileage	At IRS Allowable
Postage/Overnight Delivery	At Cost
Online Data Services	$100 per month
Outside Services (Vendors and Subconsultants)	At Cost

Agreement Number: SCN00002213

Exhibit D
Prime Consultant Cost Computations

Actuals Not to Exceed Table (ANTE)

WSDOT Agreement:
Epic Land Solutions, Inc.
2601 Airport Drive, Suite 115
Torrance, CA 90505

Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE 159.15%	Fixed Fee NTE 25.00%	All Inclusive Hourly Billing Rate NTE
Principal in Charge	$84.59	$134.63	$21.15	$240.36
Advisory Manager	$71.27	$113.43	$17.82	$202.51
Project Manager	$61.63	$98.09	$15.41	$175.13
Assistant Project Manager	$48.69	$77.48	$12.17	$138.34
Senior ROW Agent	$48.44	$77.09	$12.11	$137.64
ROW Agent	$32.63	$51.94	$8.16	$92.73
ROW Development Manager	$58.06	$92.41	$14.52	$164.99
Assistant ROW Development Mgr	$39.59	$63.10	$9.90	$112.49
Appraisal Manager	$87.11	$138.63	$21.78	$247.51
Senior Appraiser	$57.01	$90.73	$14.25	$161.99
Appraiser	$48.95	$77.90	$12.24	$139.08
Budget & Financial Controls	$50.89	$80.99	$12.72	$144.61
Contract Manager	$43.28	$68.89	$10.82	$122.99
Project Support	$43.28	$68.89	$10.82	$122.99
QA/QC	$60.71	$96.62	$15.18	$172.52

SCN00001917

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 Documents

Exhibit G-1(a)	Certification of Consultant
Exhibit G-1(b)	Certification of Agency Official
Exhibit G-2	Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
Exhibit G-3	Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
Exhibit G-4	Certificate of Current Cost or Pricing Data

Agreement Number: SCN00002213

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Epic Land Solutions, Inc.
whose address is
1950 Black Lake Blvd SW, Suite B, Olympia, WA 98512
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.

Epic Land Solutions, Inc.
Consultant (Firm Name)

Karen Starr
Signature (Authorized Official of Consultant)

05/06/22
Date

Agreement Number: SCN00002213

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, WA, Dept of Public Works , and Epic Land Solutions, Inc.
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

a) Employ or retain, or agree to employ to retain, any firm or person; or

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

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

Kathleen Otto
Signature

6/14/22
Date

Agreement Number: SCN00002213

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

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.

II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Epic Land Solutions, Inc.

Consultant (Firm Name)

Karen Starr

Signature (Authorized Official of Consultant)

05/06/22

Date

Agreement Number: SCN00002213

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

Epic Land Solutions, Inc.

Consultant (Firm Name)

Karen Starr

Signature (Authorized Official of Consultant)

05/06/22

Date

Agreement Number: SCN00002213

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of Request for Proposal #817 * are accurate, complete, and current as of April 22, 2022 **.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: Epic Land Solutions, Inc.

Karen Starr
Signature

President
Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number: SCN00002213

Exhibit J
Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action in 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 associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

DocuSign Envelope ID: EB3C5A34-AD6A-40C2-8305-DA23C9189D27

ATTACHMENT A

proud past, promising future

CLARK COUNTY
WASHINGTON

DEPARTMENT OF PUBLIC WORKS
Real Property Services

Formal Task Assignment Document

Consulting Services for Real Property Acquisition and Relocation Services

Consultant Name:

Task Order **Contract**

Project Description: CRP #

Part I

[to be completed by County]

Number of Parcels, by type

_____ Partial Acquisitions _____ Total Acquisitions _____ Easements
_____ TCEs _____ Relocations _____ Other

Attachments

☐ R/W Plans ☐ Legals ☐ Title Policies ☐ Appraisals

Services Required

☐ Full Narrative Appraisal ☐ Summary Appraisal ☐ Short Form Appraisal
☐ Appraisal Review ☐ Acquisition ☐ Relocation ☐ Other

Status Reports

☐Monthly ☐Bi-monthly ☐ Weekly ☐ By Parcel ☐ N/A

Comments:

Technical Direction Contact: Laura Henry Slye Phone: 564-397-4777 Email: laura.slye@clark.wa.gov

Requested By: Laura Henry Slye Date:

Part II

[to be completed by consultant/contractor]

Staff Names & Functions *(if not included on attached fee schedule)*:
Fee:
Completion Date:
Comments:

Accepted By_____ **Date**_____

Part III

Notice To Proceed

Approved By_____ **Date**_____
Laura Henry Slye
Real Property Services Manager

Local Agency Real Estate Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: SCN00002217

Does this Require DES filing? ☐ Yes ☐ No

Firm/Organization Legal Name (do not use dba's): Contract Land Staff, LLC	
Address: 2800 156th Avenue SE, Ste 200, Bellevue, WA 98007	Federal Aid Number:
UBI Number:	Federal TIN or SSN Number: 41-2078827
Execution Date:	Completion Date: December 31, 2025
1099 Form Required: ☐ Yes ☑ No	Federal Participation: ☑ Yes ☐ No
Project Title: N/A	
Description of Work: Task assignment Real Property Acquisition and Relocation Services.	
☐ Yes % ☑ No DBE Participation ☐ Yes % ☑ No MBE Participation ☐ Yes % ☑ No WBE Participation ☐ Yes % ☑ No SBE Participation	Initial Contract Amount: $100,000 Management Reserve Fund: $10,000 Maximum Amount Payable: $110,000

Index of Exhibits

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

THIS AGREEMENT is made and entered into as shown in the "Execution Date" on page one (1) in the heading of this AGREEMENT, between the Clark County, Washington, Department of Public Works , hereinafter called the "AGENCY," and the name/organization referenced on page one (1) in the heading of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in the section I. "Description of Work" section 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 and conditions contained herein, or attached and incorporated and made a part hereof, the AGENCY, and the CONSULTANT mutually agree as follows:

I. Description 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.

If, due to the CONSULTANT'S error or oversight, corrections to the SERVICES contracted for herein are necessary, the CONSULTANT will make such corrections at no additional cost to the AGENCY and will submit such corrections to the AGENCY within ten (10) days of receipt of the AGENCY'S request.

II. General Requirements

CONSULTANT shall, at all times, comply with all applicable federal, state and local laws, codes, ordinances, rules, regulations, decrees, directives, guidelines, etc., (together "Laws") which may impact or apply to the performance of SERVICES under this AGREEMENT, regardless of whether such Laws are modified or are enacted during the term of this AGREEMENT.

III. Period of Performance

This AGREEMENT shall commence on the date executed by the AGENCY and the CONSULTANT shown in "Execution Date" in the heading of this AGREEMENT on page one (1) and shall be completed on the date shown in "Completion Date" in the heading of this AGREEMENT on page one (1), unless modified by a written AGREEMENT revision extending the "Completion Date" or unless terminated sooner as provided herein.

Upon completion or termination of this AGREEMENT, the CONSULTANT shall turn over all documents, records and file materials to the AGENCY.

IV. 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: 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. The accepted negotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgement, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

The accepted negotiated hourly rates, 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 initial twelve (12) month negotiated hourly rates, as shown on Exhibits "D" and "E", will remain in effect for the next 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 hourly rates that will be applicable for the next twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the new hourly rates, the AGENCY may perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings may be used to establish the new hourly rates that will be applicable for the next twelve (12) month period.

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

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fixed fee (profit) percentage. If the classification ranges (Actuals not to Exceed Table) are utilized, the CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fixed fee within the appropriate classification ranges.

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 AGENCY, Washington State Department of Transportation (WSDOT)'s Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.

C. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

D. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.

E. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

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

F. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, the State, 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.

V. Compensation

The CONSULTANT shall be paid up to $100,000 for all SERVICES and expenses under this AGREEMENT, provided that the total reimbursement under this AGREEMENT shall not exceed $100,000 . Such payment shall include all the CONSULTANT'S expenses in the performance of this AGREEMENT unless otherwise

specified in Section XVII "Special Provisions." The CONSULTANT'S invoice shall include: the project title, description of the services rendered, and the dates worked.

VI. Records and Accounts

The CONSULTANT and any authorized sub-consultant, or any other person or firm, shall keep detailed records relating to the charges made and expenses incurred for work required by this AGREEMENT.

The CONSULTANT's accounting records pertaining to this AGREEMENT shall be available for inspection by representatives of the AGENCY, the State, and the United States, at the office of the CONSULTANT. The CONSULTANT shall include in any sub-consultant agreement/contract or any agreement/contract with any person or firm a provision requiring such sub-consultant, person, or firm to make its financial records available for inspection by the AGENCY in accordance with this provision.

The accounting record referred to in the preceding paragraph shall be available for inspection during normal business hours and shall be retained by the CONSULTANT or sub-consultant, or any other person or firm, for a period of three (3) years following final payment from the AGENCY to the CONSULTANT with the following exception: if any litigation, claim, or audit is started before the expiration of the three (3) year retention period, the records shall be retained until all litigation, claim, or audit findings involving the records have been resolved.

The CONSULTANT further agrees that any duly authorized representative of the AGENCY, the State or of the United States, in the official conduct of its business shall have access to and the right to examine any directly pertinent books, documents, papers, photographic negatives, and records of the CONSULTANT involving the SERVICES provided under the terms of this AGREEMENT at any time during normal business hours during the life of this AGREEMENT and for three (3) years after the date of the final payment under this AGREEMENT.

An 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.

VII. Performance of Services

In the performance of the SERVICES under this AGREEMENT, the CONSULTANT shall comply with all applicable AGENCY regulations, State and Federal laws, regulations and procedures.

1. Non-delegation
   The SERVICES to be furnished under the terms of this AGREEMENT shall be performed by the CONSULTANT and the CONSULTANT'S bona fide employees, and shall not be delegated to any other person or firm.

2. Subcontracting
   The CONSULTANT shall not hire sub-consultants or any other person or firm to provide SERVICES under this AGREEMENT except pursuant to a revision of this AGREEMENT as authorized in Section XVIII "Modification of Agreement." All applicable portions of this AGREEMENT shall be contained in the subcontract between the CONSULTANT and its sub-consultant(s).

The CONSULTANT shall remove any employee from assignment to perform SERVICES under this AGREEMENT immediately upon receipt of written request to do so from the AGENCY.

The CONSULTANT warrants that, if it is full or partially employed by any public agency other than the AGENCY, its acceptance of this AGREEMENT is with the consent of such agency; that the CONSULTANT shall spend no time in the performance require in this AGREEMENT during which time the CONSULTANT should normally be employed and paid by such agency; and that the acceptance of this AGREEMENT will not interfere with any obligations the CONSULTANT may have to such agency.

VIII. 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 AGREEMENT, 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 AGREEMENT. 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.

The CONSULTANT shall comply with the Federal Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued there under; and shall save the AGENCY free, clear and harmless from all actions, claims, demands and expenses arising out of said Act and any rules and regulations that are or may be promulgated in connection therewith.

The CONSULTANT assumes full responsibility for the payment of all payroll taxes, use, sales, income or any other form of taxes, fees, licenses, excises, or payments required by any Federal or State legislation which are now or which may be enacted during the term of this AGREEMENT as to all the CONSULTANT'S employees, and as to all the duties, activities, and requirements of the CONSULTANT in the performance of this AGREEMENT.

The CONSULTANT shall comply with the WSDOT'S Organizational Conflict of Interest Policy, WSDOT Manual 3043, and revisions thereto http://www.wsdot.wa.gov/Publications/Manuals/M3043.htm, and its requirements for employees, the CONSULTANT firm and any entities created to do business with the AGENCY.

IX. Nondiscrimination

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

1. Compliance with Laws and Regulations
   The CONSULTANT shall comply with the regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, 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. The CONSULTANT shall comply with the State Law Against Discrimination, Chapter 49.60 RCW and any REGULATIONS adopted thereto.

2. Nondiscrimination
   The CONSULTANT with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of age, sex, marital status, race, creed, color, national origin, or the presence of any sensory, mental, or physical handicap unless based upon a bona fide occupational qualification, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination of prohibited by Chapter 49.60 RCW or by section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

3. Solicitation for Sub-consultants, Including Procurement of Materials and Equipment
   In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, 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 nondiscrimination on the above grounds.

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 or other sources of information, and its facilities as may be determined by the AGENCY or the Federal Highway Administration to be pertinent to ascertain compliance with such REGULATIONS, directives or laws. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refused to furnish this information, the CONSULTANT shall so certify to the AGENCY, WSDOT, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance
   In the event of the CONSULTANT's noncompliance with the discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it may determine to be appropriate, including but not limited to (1) withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or (2) 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 6 in every subcontract, including procurements 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 subcontract or procurement as the AGENCY, WSDOT, or Federal Highway Administration may direct as a means of

enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request the AGENCY to enter into such litigation to protect the interests of the AGENCY and / or WSDOT; and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

X. Termination

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 which, when added to any payments previously made, shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the SERVICES. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

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.

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 subjected to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultant, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, and regulations 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 against and hold harmless the STATE and AGENCY 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 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-consultants, 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 SERVICES 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 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's 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 professional liability to the AGENCY, including that which may arise in reference to Section XIV "Insurance" of this AGREEMENT, shall be limited to the total amount of the AGREEMENT or one million dollars ($1,000,000.00), whichever is greater. In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees or its agents against the STATE and / or 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.

XIII. Independent Contractor

The CONSULTANT shall be deemed an independent contractor for all purposes. The CONSULTANT and its employees and any authorized sub-consultants, or any other person of firm, shall not be deemed the employees of the AGENCY for any purpose.

XIV. Insurance

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

It is the CONSULTANT'S responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the AGREEMENT.

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

XV. Confidentiality

The AGENCY is contracting for the CONSULTANT'S independent performance of the specified SERVICES. Should the AGENCY employ another CONSULTANT to perform the same services, the CONSULTANT shall not discuss or otherwise exchange information with such other CONSULTANT.

The project for which the SERVICES of the CONSULTANT are required may involve litigation of claims against or brought by the STATE and / or AGENCY. Subject to Washington's Public Records Act (RCW ch. 42.17 et. al.) all information developed by the CONSULTANT and all information made available to the CONSULTANT and all analyses, conclusions, and/or opinions reached by the CONSULTANT shall be confidential as between the CONSULTANT and the AGENCY. Such information shall not be revealed by the CONSULTANT to any other person, organization, or entity without the express consent of the AGENCY. The confidentiality of such information will survive the completion of work under this AGREEMENT and/or the termination of this AGREEMENT.

The SERVICES to be performed under this AGREEMENT do not include SERVICES as an expert witness; in the event of the commencement of litigation, SERVICES as an expert witness will be the subject of a separate AGREEMENT.

XVI. Applicability of Law

This AGREEMENT shall be deemed executed in the State of Washington and the laws of the State of Washington shall govern the interpretation and application of its provisions. Venue for any suits between the CONSULTANT and the AGENCY arising from this AGREEMENT shall be brought and maintained in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XVII. Special Provisions

None.

XVIII. Modification of Agreement

This AGREEMENT, or any provision thereof, may be modified or amended only by express written AGREEMENT revision properly signed by all parties.

This AGREEMENT is hereby tendered and the terms and obligations hereof shall not become binding on the State of Washington unless and until accepted and approved hereon in writing for the AGENCY's authorized representative.

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

By Kathleen Otto
Title County Manager
Date 6/14/22

By Joseph Gray
Title Vice President Public Infrastructure
Date 05/04/22

APPROVED AS TO FORM ONLY:
Anthony F. Golik

By: William Richardson
William Richardson
Deputy Prosecuting Attorney

Agreement Number: SCN00002217

Exhibit A
Scope of Work

Project No. N/A

Each item of work under this AGREEMENT will be assigned by individual Task Order Agreements. Each assignment will be individually negotiated with the CONSULTANT, using approved billing rates. The amount established for each assignment will be the maximum amount payable for that assignment, unless modified in writing by the AGENCY. The AGENCY is not obligated to assign any specific number of tasks to the Consultant under this agreement, and the obligations of the AGENCY and CONSULTANT herunder are limited to the tasks assigned in writing. Task assignments may include, but are not limited to the following types of work.

Task Assignment Real Property Acquisition and Relocation Services:

See attached.

Agreement Number: SCN00002217

Exhibit D
Prime Consultant Cost Computations

2022 Schedule of Hourly Rates

Project Director	$210 per hour
Project Manager Acquisition/Negotiation/Relocation	$150 per hour
Sr. Right of Way Agent	$130 per hour
Right of Way Agent	$115 per hour
Administrative Specialist	$93 per hour
Travel reimbursed at standard government approved rates	Per mile
Other Travel Expenses	As agreed
Sub-consultant rates vary by task and project	As negotiated

*Superior Court Testimony services are provided at the hourly rates listed above.
*The hourly rates and any remaining amount in the contract shall be adjusted upwardly by three percent (3%) per annum, compounded annually, on the anniversary date of this contract.
*Contract Land Staff, LLC considers photocopying, first class postage, telephone, facsimile and cellular communication charges as a normal component of our overhead. These charges are included in the stated hourly rates.
*Out-of-pocket expenses including travel and lodging, outside exhibit preparation, requested overnight courier or registered and/or certified mail (return receipt requested) charges and specialty reproduction (unless otherwise specified) are in addition to the contract amount and will be charged at cost plus ten percent (+10%).
*Subcontract services, other than those listed above, will be invoiced at cost plus ten percent (+10%)

Position Category	Salary Range
Project Director	$140,000 - $160,000
Project Manager	$90,000 - $120,000
Sr. Right of Way Agent	$85,000 - $100,000
Right of Way Agent	$70,000 - $90,000
Sr. Relocation Agent	$85,000 - $100,000
Administrative Specialist	$65,000 - $68,000

Agreement Number: SCN00002217

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 Documents

Exhibit G-1(a)	Certification of Consultant
Exhibit G-1(b)	Certification of Agency Official
Exhibit G-2	Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
Exhibit G-3	Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
Exhibit G-4	Certificate of Current Cost or Pricing Data

Agreement Number: SCN00002217

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Contract Land Staff, LLC
whose address is
2800 156th Avenue SE, Ste. 200, Bellevue, WA 98007
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.

Contract Land Staff, LLC
Consultant (Firm Name)

Joseph Gray
Signature (Authorized Official of Consultant)

05/04/22
Date

Agreement Number: SCN00002217

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, WA, Dept of Public Works , and Contract Land Staff, LLC
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

a) Employ or retain, or agree to employ to retain, any firm or person; or

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

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

Kathleen Otto
Signature

6/14/22
Date

Agreement Number: SCN00002217

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

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.

II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Contract Land Staff, LLC

Consultant (Firm Name)

Joseph Gray

Signature (Authorized Official of Consultant)

05/04/22

Date

Agreement Number: SCN00002217

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

Contract Land Staff, LLC

Consultant (Firm Name)

Joseph Gray

Signature (Authorized Official of Consultant)

05/04/22

Date

Agreement Number: SCN00002217

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of Request for Proposal #817 * are accurate, complete, and current as of April 22, 2022 **.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: Contract Land Staff, LLC

Joseph Gray
Signature

Vice President Public Infrastructure
Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number: SCN00002217

Exhibit J
Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action in 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 associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

DocuSign Envelope ID: EB3C5A34-AD6A-40C2-8305-DA23C9189D27

proud past, promising future

CLARK COUNTY
WASHINGTON

ATTACHMENT A

DEPARTMENT OF PUBLIC WORKS
Real Property Services

Formal Task Assignment Document

Consulting Services for Real Property Acquisition and Relocation Services

Consultant Name:

Task Order **Contract**

Project Description: CRP #

Part I

[to be completed by County]

Number of Parcels, by type

_____ Partial Acquisitions _____ Total Acquisitions _____ Easements
_____ TCEs _____ Relocations _____ Other

Attachments

☐ R/W Plans ☐ Legals ☐ Title Policies ☐ Appraisals

Services Required

☐ Full Narrative Appraisal ☐ Summary Appraisal ☐ Short Form Appraisal
☐ Appraisal Review ☐ Acquisition ☐ Relocation ☐ Other

Status Reports

☐Monthly ☐Bi-monthly ☐ Weekly ☐ By Parcel ☐ N/A

Comments:

Technical Direction Contact: Laura Henry Slye Phone: 564-397-4777 Email: laura.slye@clark.wa.gov

Requested By: Laura Henry Slye Date:

Part II

[to be completed by consultant/contractor]

Staff Names & Functions *(if not included on attached fee schedule)*:
Fee:
Completion Date:
Comments:

Accepted By_____ **Date**_____

Part III

Notice To Proceed

Approved By_____ **Date**_____
Laura Henry Slye
Real Property Services Manager