

CLARK COUNTY STAFF REPORT

DEPARTMENT: Public Works, Lands Management Division

DATE: April 8, 2025

REQUESTED ACTION: Authorize the County Manager to sign a one-year extension to a professional services agreement with PBS Engineering and Environmental, Inc. (SCN00002358) for groundwater monitoring activities at Camp Bonneville increasing the contract by \$357,325 for a new not-to-exceed amount of \$1,021,305.

 X Consent Hearing County Manager

BACKGROUND

Clark County manages the cleanup at Camp Bonneville, a former U.S. Army post north of Camas, using federal funds, with regulatory oversight from the Washington State Department of Ecology (Ecology).

PBS Engineering and Environmental, Inc. (PBS) was competitively selected via Request for Proposals (RFP No. 830) to perform groundwater monitoring and reporting services until June 2023. This contract includes an option to extend for up to three (3) additional years with this being the last extension possible.

In response to directives from the Washington State Department of Ecology, Clark County is requesting an additional \$357,325 to cover expanded services and an additional year of monitoring. These services will continue to include observation and sampling of seeps near Lacamas Creek within the Landfill four sampling area and include revising historic data tables as requested by Ecology. The contract amendment covers four quarters of groundwater monitoring, including quarters 3 and 4, 2025, and quarters 1 and 2, 2026. The amendment also incorporates additional work performed by PBS to meet Ecology reporting requirements under the existing contract and work requested by the County to assist with repair of one drinking water well on the property.

All funding is provided by the Army through the Environmental Services Cooperative Agreement (Agreement No. W9128F-06-2- 0160), except for work performed for repairing the drinking water well that will be funded by the Camp Bonneville Timber Fund.

Future groundwater monitoring services beyond June 2026 will be the subject of a new request for proposals and competitive selection process.

COUNCIL POLICY IMPLICATIONS

Pursuant to Clark County Code section 2.09.030, contracts over \$200,000 with funds other than the General Fund are required to be approved by Council.

PW25-088

REVIEWED: cl

ADMINISTRATIVE POLICY IMPLICATIONS

The budget for this contract is approved in the 2025 baseline budget for Camp Bonneville and will fall within the baseline budget for 2026 as well. All costs are reimbursed by the U.S. Army, except for a small amount of the contract expensed to the Camp Bonneville Timber Fund.

COMMUNITY OUTREACH

The Washington State Department of Ecology is the lead agency directing all public outreach initiatives related to groundwater monitoring and overall cleanup efforts at Camp Bonneville, inclusive of the implementation and management of the public participation plan. The community can find groundwater monitoring reports on Ecology's website: <https://apps.ecology.wa.gov/cleanupsearch/site/861>.

PW25-088

REVIEWED: cl

BUDGET IMPLICATIONS

YES	NO	
	X	Operating Budget Impacts.
	X	Capital Budget Impacts
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation. If YES, please complete the budget impact statement. If YES, please route this staff report through the budget director and then to the county manager.
	X	Additional budget capacity is necessary and will be requested at the next supplemental or annual budget. If YES, please complete the budget impact statement. If YES, please route this staff report through the budget director and then to the county manager. This action will be referred to the county council with a recommendation from the county manager.

BUDGET DETAILS

Dollar Amount	\$357,325.00
Fund	1013
Cost Center	CC249
BASUB	PG0534
Program	B5769000

ATTACHMENTS: (1) Supplemental Agreement #3 to SCN00002358; and (2) PW24-112

Kevin Tyler
 Kevin Tyler
 Lands Management Division Manager

Sherry Villafane
 Sherry Villafane
 Public Works Finance Manager

Kenneth A. Lader
 Kenneth A. Lader, P.E.
 Public Works Director

Jennifer Coker, P.E.
 Jennifer Coker, P.E.
 Public Works Deputy Director

Primary Staff: Kevin Tyler, ext. 1656

APPROVED: _____
CLARK COUNTY, WASHINGTON
CLARK COUNTY COUNCIL

DATE: _____

SR# _____

PW25-088

REVIEWED: cl


**Washington State
Department of Transportation**

Supplemental Agreement Number <u>3</u>		Organization and Address PBS Engineering & Environmental 4412 S. Corbett Ave. Portland, OR 97239	
Original Agreement Number SCN00002358			
Project Number N/A	Execution Date 9/29/2022	Completion Date 9/30/2026	
Project Title Ground Water Monitoring for Camp Bonneville	New Maximum Amount Payable \$ 1,021,305		
Description of Work Quarterly Ground Water Monitoring			

The Local Agency of Clark County, Washington

desires to supplement the agreement entered in to with PBS Engineering & Environmental
and executed on 9/29/2022 and identified as Agreement No. SCN00002358

All provisions in the basic agreement remain in effect except as expressly modified by this supplement. The changes to the agreement are described as follows:

II. General Scope of Work

Revised Scope of Work is attached.

IV. Time for Beginning and Completion

Section IV is updated to reference a new completion date of 9/30/2026.

V. Payment Provisions

A fourth year of monitoring is included at the cost of \$313,060 and additional out-of-scope work requested by the county and Department of Ecology is included at the cost of \$44,265, for a new not-to-exceed amount of \$1,021,305.

By: Tom Mergy (PBS)

By: Kathleen Otto, County Manager

Tom Mergy
Consultant Signature

Approving Authority Signature

03/17/25

Date

s/Kevin A. McDowell

Approved as to form only:
Kevin A. McDowell, Deputy Prosecuting Attorney



March 5, 2025

Mr. Kevin Tyler
Clark County Public Works
1300 Franklin Street, Suite 650
Vancouver, Washington 98630

Regarding: Estimated Costs for Environmental Consulting Services Related to RFP #830 Extension, 2025–2026
Camp Bonneville Groundwater Monitoring Program
Vancouver, Washington

Dear Mr. Tyler:

PBS Engineering and Environmental LLC (PBS) is pleased to submit the estimated costs associated with RFP #830 Professional, Technical and Expert Services for Camp Bonneville Groundwater Monitoring Program (site) located in Vancouver, Washington, to Clark County Public Works (County) for third and fourth quarter 2025, and first and second quarter 2026. This proposal provides details and costs associated with a one-year extension of the existing contract. The outline below is described in detail in RFP #830 for work associated with the Camp Bonneville Groundwater Monitoring Program and additional comments the Washington State Department of Ecology (Ecology) has provided PBS. The included monitoring scope and fee is for July 2025 to June 2026, including sample collection, reporting, and one report revision per quarter.

OUT OF SCOPE ECOLOGY REQUESTS

June 2024: Historical Data Table Revision and Reformat

In June 2024, following implementation of the 2024–2025 contract extension, Ecology issued comments on the fourth quarter 2023 groundwater monitoring report. The comments requested a revision of the presentation of historical data to a specific format, which required a significant effort to complete as there were approximately 280 pages of data. The effort was outside the scope stated in the 2024–2025 contract extension.

First Quarter 2024 Report: Additional Revision and Formatting

Following completion of the fourth quarter 2023 report, Ecology requested additional revision to the historical data table to the first quarter 2024 report including bolding and shading, which required the entire table to be revised and additional significant effort. This additional formatting effort was outside the scope of the 2024–2025 contract extension.

December 2024: Atypical Level of Data and Analysis Review

In December 2024, Ecology performed a check on data used to conduct statistical analysis of historical data associated with trend analysis. Minor discrepancies were observed between the historical data table and values used in calculation of statistical analysis. Ecology concurred with the conclusions reached in statistical analysis but questioned the validity of PBS' analysis because of the discrepancies and required a check of data before accepting current or future monitoring report submittals. PBS proceeded to examine data used in statistical calculations and determined the cause, which included averaging parent sample and duplicate data and the inclusion of invalidated data in trend analysis. The review of data trend analysis was outside of a typical regulatory comment response; therefore, the additional work was outside the scope of the 2024–2025 contract extension.

Clark County Public Works
Estimated Costs for Environmental Consulting Services Related to RFP #830 Extension
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Additional Revision of Historical Data Table and Figures

The historical data table required additional revision, and the statistical analysis required revision for five quarters of reports to comply with Ecology's requests. Report figures also required revision to account for Ecology's data discrepancies. The additional revision of historical data tables and figures were outside the scope of the 2024–2025 contract extension. Ecology is requesting additional modifications to the historical data table, which include the inclusion of duplicate data and laboratory qualifiers. Out-of-scope effort due to Ecology requests and future modifications to the historical data table are incorporated in the cost estimate below.

TRANSFORMER MAINTENANCE AND REPAIR

In September 2022, PBS was requested to repair a transformer supplying electrical power to the Bonneville drinking water well. The transformer was repaired, including materials, sales tax, and labor. Total costs to perform this County-requested work were not approved contractually and were only approved by email. Total costs are included below.

MONITORING ACTIVITIES

PBS provides the following scope of work to coincide with the monitoring described in the RFP, which Ecology currently requires to occur on a quarterly basis. An excerpt of the sampling schedule is described below.

Groundwater Monitoring at Base Boundary at Lacamas Creek Wells

The 10 wells at the downgradient site boundary near Lacamas Creek will be sampled:

- Paired wells: LC-MW01S and LC-MW01D
- Paired wells: LC-MW02S and LC-MW02D
- Paired wells: LC-MW03S and LC-MW03D
- Paired wells: LC-MW04S and LC-MW04D
- Paired wells: LC-MW09S and LC-MW09D

Groundwater Monitoring at Landfill 4/Demolition Area 1 Wells

The following 18 wells at Landfill 4/Demolition Area 1 will be sampled:

- Paired wells: L4-MW01A and L4-MW01B
- Paired wells: L4-MW02A and L4-MW02B
- Paired wells: L4-MW03A and L4-MW03B
- L4-MW04A
- L4-MW05A
- L4-MW07B
- Paired wells: L4-MW08A and L4-MW08B
- Paired wells: L4-MW09A and L4-MW09B
- Paired wells: L4-MW10A and L4-MW10B
- L4-MW11B
- L4-MW17 and L4-MW18

Surface Water Monitoring

Five surface water samples will be collected annually during the third quarter event. Three sample points were originally identified in the 2012 Environmental Protection Agency (EPA) investigation, with two locations along Lacamas Creek (LC03 and LC15) and one location along North Fork Lacamas Creek (NF02). Two additional surface water samples were added. One upstream from NF02 per the Ecology-requested change in scope, named NF10, and one north of monitoring well L4-MW04A in an unnamed stream, named US01.

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Drinking Water Well Monitoring

Three drinking water wells will be sampled quarterly. One well is located north of the Killpack cantonment (Killpack), one is located east of the Bonneville cantonment (Bonneville), and one is located at the Federal Bureau of Investigation training facility (Range Road).

Laboratory Analysis

The groundwater and drinking water well samples will be analyzed each monitoring event for the following analytes:

- Explosives by EPA Method 8330
- Perchlorate by EPA Method 6850
- Volatile organic compounds (VOCs) by EPA Method 8260

The 10 Base Boundary wells will include the following additional analyses in the fourth quarter:

- Priority pollutant metals by EPA Methods 6000/7000 series
- Semi-volatile organic compounds (SVOCs) by EPA Method 8270

The surface water samples will be analyzed annually during the third quarter for the following analytes:

- Explosives by EPA Method 8330
- Perchlorate by EPA Method 6850

This one-year extension is proposed to start in third quarter 2025 at the Ecology-proposed quarterly monitoring schedule. PBS will conduct additional analysis at Base Boundary during the fourth quarter event. One year of sampling is included in the compensation described in this proposal.

Seep Observation and Sampling

Based on comments from Ecology in February 2024 regarding observation and sampling of seeps near Lacamas Creek in the Landfill 4 sample area, an extra day has been added to the scope to complete documentation and sampling potential seeps. Seep documentation will include pictures and GPS points.

Historical Data Table Revision

To address the additional modifications to the historical data requested by Ecology, PBS proposes completing the revisions defined below to the 10 most recent sampling events presented in the table. This approach is a more efficient alternative to updating more than 20 years of data, as revising older data would incur significant costs without substantially altering the data's use in evaluating risk and trends at the site. The proposed modifications include the following:

- Presenting data qualifiers information limited to flags that could result in a high or low estimate of data points. This includes the B, J, and H qualifier flags.
- Samples that included a duplicate sample will present an average of the primary and duplicate values. This practice is an approach recommended in EPA statistical analysis guidance.

Assuming Ecology is accepting of this approach, this method will be applied to all future entries in the applicable report tables presented in quarterly reporting.

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Assumptions

PBS has incorporated the following assumptions in the compensation estimate below:

- Ecology will accept the inclusion of laboratory qualifiers for the previous 10 monitoring events only and not the entire historical data table from 2003 to present.
- Only the following laboratory qualifiers will be included: B, J, H. Qualifiers assigned to data through data quality reviews will not be included.
- One Ecology revision only per monitoring report will be required with minimal changes.

COMPENSATION

PBS proposes to provide the scope of work on a time and expense basis. The following outlines the estimated costs associated with the scope of work. The labor rates are based on PBS' Washington State Department of Transportation (WSDOT) Local Agency Architectural & Engineering Professional Services negotiated hourly rate consultant agreement with Clark County. The 2025 to 2026 rate schedule is based on the 2025 WSDOT rate schedule.

Groundwater/Surface Water Monitoring

Quarterly Sample Frequency: Service Period July 2025 to June 2026

	Third Quarter 2025	Fourth Quarter 2025	First Quarter 2026	Second Quarter 2026
PBS Labor	\$45,370	\$45,125	\$43,325	\$43,325
PBS Expenses	4,505	4,450	4,450	4,450
Drum Disposal	2,400	-	-	-
Analytical Testing	29,630	32,890	26,570	26,570
Subtotal Quarter	\$81,905	\$82,465	\$74,345	\$74,345
Subtotal for July 2025 to June 2026				\$313,060

Additional Scope

Additional Scope based on Ecology Comments and Historical Data Table Modifications

PBS Labor	\$34,565
<i>Transformer Maintenance</i>	
PBS Labor	\$4,304
PBS Expenses	70
Subcontractors	4,945
Sales Tax	381
Subtotal for Additional Scope	\$44,265

Total for All Proposed Services **\$357,325**

The pricing and other information contained in this proposal document are proprietary and shall not be duplicated, used, or disclosed, in whole or in part, to other parties without the permission of PBS.

Clark County Public Works
Estimated Costs for Environmental Consulting Services Related to RFP #830 Extension
March 5, 2025
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Please feel free to contact me at 503.417.7737 or scott.braunsten@pbsusa.com with any questions or comments.

Sincerely,

Scott Braunsten, LG
Senior Geologist
PBS Engineering and Environmental LLC

Attachments: Cost Breakdown Spreadsheet
 Acceptance FYE 2023 ICR – CPA Report
 2025 Fee Schedule Camp B
 Anatek Labs Analytical Services Quotation

SE:SB:DT:ln



APEX COMPANIES, LLC
Proposal for Camp Bonneville 2025-26 Monitoring
Clark County Public Works
1300 Franklin Street, Suite 650, Vancouver, WA 98630

Apex Companies, LLC
 4412 S Corbett Avenue
 Portland, Oregon 97239
 P: (503) 2248-1939 F: (866) 727-0140

Date: 3/3/2025
 Client: Clark County Public Works
 Client Contact: Kevin Tyler
 Phone: 564.397.1656
 Email: Kevin.Tyler@clark.wa.gov

Apex Project Manager: Scott Braunsten

TASK/CATEGORY	Units	Rate	Quantity	Cost
Task 1: Third Quarter 2025				
CONSULTING LABOR				
Principal Hydrogeo	Hour	240.81	6.00	1,444.86
Senior Geo/Hydrogeo II	Hour	163.62	40.00	6,544.80
Project Geologist II	Hour	135.84	41.00	5,569.44
Project Geologist I	Hour	120.40	152.00	18,300.80
Project Geologist I OT 1.5x	Hour	180.60	40.00	7,224.00
Writer/Editor I	Hour	111.14	3.00	333.42
Accounting Project Administrator II	Hour	101.88	3.00	305.64
CAD Tech I	Hour	98.79	30.00	2,963.70
Principal Engineer	Hour	250.00	4.00	1,000.00
Engineer VI	Hour	209.93	8.00	1,679.44
EQUIPMENT				
Field Sampling Kit (ice, bags, gloves, etc.)	Per Day	25.00	6.00	150.00
PPE Safety Kit (hardhat, boots, etc.)	Per Day	15.00	6.00	90.00
Cordless driller/impact driver	Per Day	12.00	5.00	60.00
Satellite Emergency Locator/Beacon	Per Day	35.00	6.00	210.00
GPS Receiver/Field iPad	Per Day	100.00	6.00	600.00
Low flow controller w/ air compressor	Per Day	135.00	5.00	675.00
Meter - turbidity	Per Day	55.00	6.00	330.00
Meter - YSI w/flow thru cell	Per Day	220.00	6.00	1,320.00
Pump - peristaltic	Per Day	50.00	1.00	50.00
Tubing - silicone	Per Foot	3.00	28.00	84.00
Tubing - poly	Per Foot	0.25	150.00	37.50
Water level indicator	Per Day	50.00	6.00	300.00
OTHER DIRECT COSTS				
Subcontractors				
8330 Explosives	Quote	245.00	45.00	11,025.00
6850 Perchlorate	Quote	130.00	45.00	5,850.00
8260C VOCs	Quote	145.00	44.00	6,380.00
Perchlorate Field Kits	Quote	35.00	45.00	1,575.00
Shipping (Estimate per Day)	Each	600.00	8.00	4,800.00
Travel				
Mileage	Per Mile	0.70	850.00	595.00
Subtotal - Task 1				81,905.00



APEX COMPANIES, LLC
Proposal for Camp Bonneville 2025-26 Monitoring
Clark County Public Works
1300 Franklin Street, Suite 650, Vancouver, WA 98630

Task 2: Fourth Quarter 2025

CONSULTING LABOR

Principal Hydrogeo	Hour	240.81	6.00	1,444.86
Senior Geo/Hydrogeo II	Hour	163.62	40.00	6,544.80
Project Geologist II	Hour	135.84	41.00	5,569.44
Project Geologist I	Hour	120.40	150.00	18,060.00
Project Geologist I OT 1.5x	Hour	180.60	40.00	7,224.00
Writer/Editor I	Hour	111.14	3.00	333.42
Accounting Project Administrator II	Hour	101.88	3.00	305.64
CAD Tech I	Hour	98.79	30.00	2,963.70
Principal Engineer	Hour	250.00	4.00	1,000.00
Engineer VI	Hour	209.93	8.00	1,679.44

EQUIPMENT

Field Sampling Kit (ice, bags, gloves, etc.)	Per Day	25.00	6.00	150.00
PPE Safety Kit (hardhat, boots, etc.)	Per Day	15.00	6.00	90.00
Cordless driller/impact driver	Per Day	12.00	5.00	60.00
Satellite Emergency Locator/Beacon	Per Day	35.00	6.00	210.00
GPS Receiver/Field iPad	Per Day	100.00	6.00	600.00
Low flow controller w/ air compressor	Per Day	135.00	5.00	675.00
Meter - turbidity	Per Day	55.00	6.00	330.00
Meter - YSI w/flow thru cell	Per Day	220.00	6.00	1,320.00
Tubing - silicone	Per Foot	3.00	28.00	84.00
Tubing - poly	Per Foot	0.25	140.00	35.00
Water level indicator	Per Day	50.00	6.00	300.00

OTHER DIRECT COSTS

Subcontractors

8330 Explosives	Quote	245.00	39.00	9,555.00
6850 Perchlorate	Quote	130.00	39.00	5,070.00
8260C VOCs	Quote	145.00	44.00	6,380.00
Perchlorate Field Kits	Quote	35.00	39.00	1,365.00
8270D SVOCs	Quote	330.00	11.00	3,630.00
PP Metals	Quote	190.00	11.00	2,090.00
Shipping (Estimate per Day)	Each	600.00	8.00	4,800.00

Travel

Mileage	Per Mile	0.70	850.00	595.00
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Subtotal - Task 2

82,465.00



APEX COMPANIES, LLC
Proposal for Camp Bonneville 2025-26 Monitoring
Clark County Public Works
1300 Franklin Street, Suite 650, Vancouver, WA 98630

Task 3: First Quarter 2026

CONSULTING LABOR

Principal Hydrogeo	Hour	240.81	6.00	1,444.86
Senior Geo/Hydrogeo II	Hour	163.62	38.00	6,217.56
Project Geologist II	Hour	135.84	39.00	5,297.76
Project Geologist I	Hour	120.40	140.00	16,856.00
Project Geologist I OT 1.5x	Hour	180.60	40.00	7,224.00
Writer/Editor I	Hour	111.14	3.00	333.42
Accounting Project Administrator II	Hour	101.88	3.00	305.64
CAD Tech I	Hour	98.79	30.00	2,963.70
Principal Engineer	Hour	250.00	4.00	1,000.00
Engineer VI	Hour	209.93	8.00	1,679.44

EQUIPMENT

Field Sampling Kit (ice, bags, gloves, etc.)	Per Day	25.00	6.00	150.00
PPE Safety Kit (hardhat, boots, etc.)	Per Day	15.00	6.00	90.00
Cordless driller/impact driver	Per Day	12.00	5.00	60.00
Satellite Emergency Locator/Beacon	Per Day	35.00	6.00	210.00
GPS Receiver/Field iPad	Per Day	100.00	6.00	600.00
Low flow controller w/ air compressor	Per Day	135.00	5.00	675.00
Meter - turbidity	Per Day	55.00	6.00	330.00
Meter - YSI w/flow thru cell	Per Day	220.00	6.00	1,320.00
Tubing - silicone	Per Foot	3.00	28.00	84.00
Tubing - poly	Per Foot	0.25	140.00	35.00
Water level indicator	Per Day	50.00	6.00	300.00

OTHER DIRECT COSTS

Subcontractors

8330 Explosives	Quote	245.00	39.00	9,555.00
6850 Perchlorate	Quote	130.00	39.00	5,070.00
8260C VOCs	Quote	145.00	44.00	6,380.00
Perchlorate Field Kits	Quote	35.00	39.00	1,365.00
Shipping (Estimate per Day)	Each	600.00	7.00	4,200.00

Travel

Mileage	Per Mile	0.70	850.00	595.00
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Subtotal - Task 3

74,345.00



APEX COMPANIES, LLC
Proposal for Camp Bonneville 2025-26 Monitoring
Clark County Public Works
1300 Franklin Street, Suite 650, Vancouver, WA 98630

Task 4: Second Quarter 2026

CONSULTING LABOR

Principal Hydrogeo	Hour	240.81	6.00	1,444.86
Senior Geo/Hydrogeo II	Hour	163.62	38.00	6,217.56
Project Geologist II	Hour	135.84	39.00	5,297.76
Project Geologist I	Hour	120.40	140.00	16,856.00
Project Geologist I OT 1.5x	Hour	180.60	40.00	7,224.00
Writer/Editor I	Hour	111.14	3.00	333.42
Accounting Project Administrator II	Hour	101.88	3.00	305.64
CAD Tech I	Hour	98.79	30.00	2,963.70
Principal Engineer	Hour	250.00	4.00	1,000.00
Engineer VI	Hour	209.93	8.00	1,679.44

EQUIPMENT

Field Sampling Kit (ice, bags, gloves, etc.)	Per Day	25.00	6.00	150.00
PPE Safety Kit (hardhat, boots, etc.)	Per Day	15.00	6.00	90.00
Cordless driller/impact driver	Per Day	12.00	5.00	60.00
Satellite Emergency Locator/Beacon	Per Day	35.00	6.00	210.00
GPS Receiver/Field iPad	Per Day	100.00	6.00	600.00
Low flow controller w/ air compressor	Per Day	135.00	5.00	675.00
Meter - turbidity	Per Day	55.00	6.00	330.00
Meter - YSI w/flow thru cell	Per Day	220.00	6.00	1,320.00
Tubing - silicone	Per Foot	3.00	28.00	84.00
Tubing - poly	Per Foot	0.25	140.00	35.00
Water level indicator	Per Day	50.00	6.00	300.00

OTHER DIRECT COSTS

Subcontractors

8330 Explosives	Quote	245.00	39.00	9,555.00
6850 Perchlorate	Quote	130.00	39.00	5,070.00
8260C VOCs	Quote	145.00	44.00	6,380.00
Perchlorate Field Kits	Quote	35.00	39.00	1,365.00
Shipping (Estimate per Day)	Each	600.00	7.00	4,200.00

Travel

Mileage	Per Mile	0.70	850.00	595.00
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Subtotal - Task 4

74,345.00



APEX COMPANIES, LLC
Proposal for Camp Bonneville 2025-26 Monitoring
Clark County Public Works
1300 Franklin Street, Suite 650, Vancouver, WA 98630

Task 5: Transformer Out of Scope

CONSULTING LABOR				
Principal Hydrogeo	Hour	240.81	1.00	240.81
Senior Geo/Hydrogeo II	Hour	163.62	10.00	1,636.20
Project Geologist II	Hour	135.84	12.00	1,630.08
Accounting Project Administrator II	Hour	101.88	8.00	815.04
OTHER DIRECT COSTS				
Subcontractors				
Electrician	Each	4,945.00	1.00	4,945.00
Subtotal - Task 5				9,700.00

Task 6: Out of Scope Ecology

CONSULTING LABOR				
Principal Hydrogeo	Hour	240.81	30.00	7,224.30
Senior Geo/Hydrogeo II	Hour	163.62	60.00	9,817.20
Project Geologist II	Hour	135.84	60.00	8,150.40
Writer/Editor I	Hour	111.14	20.00	2,222.80
Accounting Project Administrator II	Hour	101.88	12.00	1,222.56
CAD Tech I	Hour	98.79	60.00	5,927.40
Subtotal - Task 6				34,565.00

TOTAL COSTS **357,325.00**



**Washington State
Department of Transportation**

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

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

July 11, 2024

PBS Engineering and Environmental, Inc.
214 E Galer St, Suite 300
Seattle, WA 98102

Subject: Acceptance FYE 2023 ICR – CPA Report

Dear Nicole Edmondson:


We have accepted your firm's FYE 2023 Indirect Cost Rate (ICR) of 180.66% (rate includes 0.97% Facilities Capital Cost of Money) based on the "Independent CPA Report" prepared by Stambaugh Ness. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultantrates@wsdot.wa.gov.

Regards,


[Schatzie Harvey \(Jul 15, 2024 07:43 PDT\)](#)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH: sms



2025 Fee Schedule Camp B

Labor Category	Max Salary Hourly	Overhead 180.66%	Profit 10%	Billing Rate
Principal Hydrogeologist	\$ 78.00	\$ 140.91	\$ 21.89	\$ 240.81
Sr. Geologist II	\$ 53.00	\$ 95.75	\$ 14.87	\$ 163.62
Sr. Geologist I	\$ 50.00	\$ 90.33	\$ 14.03	\$ 154.36
Sr. Scientist	\$ 63.00	\$ 113.82	\$ 17.68	\$ 194.50
Project Scientist/Planner II	\$ 46.00	\$ 83.10	\$ 12.91	\$ 142.01
Project Geologist II	\$ 44.00	\$ 79.49	\$ 12.35	\$ 135.84
Project Geologist I	\$ 39.00	\$ 70.46	\$ 10.95	\$ 120.40
Staff Geologist II	\$ 34.00	\$ 61.42	\$ 9.54	\$ 104.97
Principal Engineer	\$ 112.00	\$ 202.34	\$ 31.43	\$ 250.00
Engineer VI	\$ 68.00	\$ 122.85	\$ 19.08	\$ 209.93
Engineer V	\$ 58.00	\$ 104.78	\$ 16.28	\$ 179.06
Public Involvement Manager	\$ 71.00	\$ 128.27	\$ 19.93	\$ 219.20
Project Administrator II	\$ 33.00	\$ 59.62	\$ 9.26	\$ 101.88
CAD/Microstation Tech I	\$ 32.00	\$ 57.81	\$ 8.98	\$ 98.79
Graphic Artist	\$ 47.00	\$ 84.91	\$ 13.19	\$ 145.10
Writer/Editor I	\$ 36.00	\$ 65.04	\$ 10.10	\$ 111.14
Writer/Editor II	\$ 49.00	\$ 88.52	\$ 13.75	\$ 151.28
Administration I	\$ 29.00	\$ 52.39	\$ 8.14	\$ 89.53
Administration II	\$ 32.00	\$ 57.81	\$ 8.98	\$ 98.79

*capped



Analytical Services Quotation

Printed: 02/06/2025

For: **PBS Engineering - Portland**
4412 SW Corbett Ave
Portland, OR 97239

Effective: 07/01/2025
 Expires: 07/01/2026

Project: Camp Bonneville 2025
 Manager: Scott Braunsten

Prepared by: Todd Taruscio

Pricing Summary

Analysis	Method	Qty	TAT (days)	Unit Price	Extended Price
Water					
[Group Analysis]					
Priority Pollutant Metals	varies	1	10	\$190.00	\$190.00
Inorganics					
Sulfate by EPA 300.0	EPA 300.0	1	10	\$27.00	\$27.00
Perchlorate by EPA 6850	EPA 6850	1	10	\$130.00	\$130.00
Alkalinity by SM 2320B	SM 2320 B	1	10	\$27.00	\$27.00
Metals by ICP					
Iron by EPA 200.7	EPA 200.7	1	10	\$32.00	\$32.00
Dissolved Iron by EPA 200.7	EPA 200.7	1	10	\$32.00	\$32.00
Manganese by EPA 200.7	EPA 200.7	1	10	\$32.00	\$32.00
Semivolatiles					
Semivolatile by EPA 8270E	EPA 8270E	1	10	\$330.00	\$330.00
Explosives HPLC by EPA 8330	EPA 8330B	1	10	\$245.00	\$245.00
Subcontract					
Methane in Water	RSK 175M	1	10	\$320.00	\$320.00
Volatiles					
VOC Trip Blank	EPA 8260D	1	10	\$0.00	-
VOC by EPA 8260D	EPA 8260D	1	10	\$145.00	\$145.00
Bid Total:				\$1,510.00	

CLARK COUNTY STAFF REPORT

DEPARTMENT: Public Works Parks and Lands Division

DATE: June 4, 2024

REQUESTED ACTION: Authorize the County Manager to sign a one-year extension to a professional services agreement with PBS Engineering and Environmental, Inc. (SCN00002358) for groundwater monitoring activities at Camp Bonneville.

 X Consent Hearing County Manager

BACKGROUND

Clark County manages the cleanup at Camp Bonneville, a former U.S. Army post north of Camas, using federal funds, with regulatory oversight from the Washington State Department of Ecology (Ecology).

PBS Engineering and Environmental, Inc. (PBS) was competitively selected via Request for Proposals (RFP No. 830) to perform groundwater monitoring and reporting services until June 2023. This contract includes an option to extend for up to three (3) additional years with this being the last extension possible. In response to directives from the Washington State Department of Ecology, Clark County is requesting an additional \$276,555 to cover expanded services. These services are to include observation and sampling of seeps near Lacamas Creek within the Landfill four sampling area, covering four-quarters of groundwater monitoring.

All funding is provided by the Army through an Environmental Services Cooperative Agreement (Agreement No. W9128F-06-2- 0160)

COUNCIL POLICY IMPLICATIONS

Pursuant to Clark County Code section 2.09.030, contracts over \$200,000 with funds other than the General Fund are required to be approved by Council.

ADMINISTRATIVE POLICY IMPLICATIONS

The budget for this contract is approved in the 2024 budget for Camp Bonneville, and all costs are reimbursed by the U.S. Army.

COMMUNITY OUTREACH

The Washington State Department of Ecology is the lead agency directing all public outreach initiatives related to groundwater monitoring and overall cleanup efforts at Camp Bonneville, inclusive of the implementation and management of the public participation plan.

PW24-112

REVIEWED: al

BUDGET IMPLICATIONS

YES	NO	
	X	Operating Budget Impacts.
	X	Capital Budget Impacts
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation. If YES, please complete the budget impact statement. If YES, please route this staff report through the budget director and then to the county manager.
	X	Additional budget capacity is necessary and will be requested at the next supplemental or annual budget. If YES, please complete the budget impact statement. If YES, please route this staff report through the budget director and then to the county manager. This action will be referred to the county council with a recommendation from the county manager.

BUDGET DETAILS

Dollar Amount	\$276,555
Fund	1013
Cost Center	CC244
BASUB	PG0699
Program	B5769000

ATTACHMENTS: (1) Supplemental Agreement #2 to SCN00002358; (2) PW22-216; and (3) PW23-129, with LAG Contract SCN00002358 and Supplemental Agreement #1

Rocky Houston
Rocky Houston
Parks & Lands Division Manager

Sherry Villafane
Sherry Villafane
Public Works Finance Manager

Kenneth A. Lader
Kenneth A. Lader, P.E.
Public Works Director/County Engineer

Priya Dhanapal
Priya Dhanapal, P.E.
Public Works Deputy Director

Primary Staff: Erik Harrison, 360-635-3890

APPROVED: 
CLARK COUNTY, WASHINGTON
CLARK COUNTY COUNCIL

DATE: June 4, 2024

SR# 135-24



PW24-112

REVIEWED: al


**Washington State
Department of Transportation**
RFP 830

Supplemental Agreement Number <u>2</u>		Organization and Address PBS Engineering and Environmental Inc. 4412 SW Corbett Ave. Portland, OR 97239	
Original Agreement Number SCN00002358			
Project Number N/A	Execution Date 9/09/2022	Completion Date 9/30/2025	
Project Title Ground Water Monitoring for Camp Bonneville		New Maximum Amount Payable \$ 663,980 Not to Exceed	
Description of Work Quarterly Ground Water Monitoring			

 The Local Agency of Clark County, Washington

 desires to supplement the agreement entered in to with PBS Engineering and Environmental Inc.

 and executed on 9/09/2022 and identified as Agreement No. SCN00002358

All provisions in the basic agreement remain in effect except as expressly modified by this supplement. The changes to the agreement are described as follows:

II. General Scope of Work

No Change.

IV. Time for Beginning and Completion

Section IV is amended to reference a new completion date of 9/30/2025.

V. Payment Provisions

A third year of monitoring is proposed at \$276,555, increasing the contract amount to not exceed \$663,980.

By: Contact, Consultant Name

Tom Murphy
 Consultant Signature

05/06/24

Date

By: Kathleen Otto, County Manager

Kathleen Otto
 Approving Authority Signature

s/Kevin A. McDowell

 Approved as to form only:
 Kevin A. McDowell, Deputy Prosecuting Attorney



March 29, 2024

Mr. Erik Harrison
Clark County Public Works
1300 Franklin Street, Suite 650
Vancouver, Washington 98630

Regarding: Estimated Costs for Environmental Consulting Services Related to RFP #830 Extension, 2024 to 2025
Camp Bonneville Groundwater Monitoring Program
Vancouver, Washington
PBS Proposal 76151.012

Dear Mr. Harrison:

PBS Engineering and Environmental LLC (PBS) is pleased to submit the estimated costs associated with request for proposal (RFP) #830 Professional, Technical and Expert Services for Camp Bonneville Groundwater Monitoring Program (site) located in Vancouver, Washington, to Clark County Public Works (County). This proposal provides details and costs associated with a one-year extension of the existing contract. The outline below is described in detail in RFP #830 for work associated with the Camp Bonneville Groundwater Monitoring Program and additional comments the Washington State Department of Ecology (Ecology) has provided PBS. The included monitoring scope and fee is for the Ecology-requested change in scope for January to June 2024, and the July 2024 to July 2025 period.

MONITORING

PBS provides the following scope of work to coincide with the sampling described in the RFP, which Ecology currently requires to occur on a quarterly basis. An excerpt of the sampling schedule is described below.

Groundwater Monitoring at Base Boundary at Lacamas Creek Wells

The 10 wells at the downgradient site boundary near Lacamas Creek will be sampled:

- Paired wells: LC-MW01S and LC-MW01D
- Paired wells: LC-MW02S and LC-MW02D
- Paired wells: LC-MW03S and LC-MW03D
- Paired wells: LC-MW04S and LC-MW04D
- Paired wells: LC-MW09S and LC-MW09D

Groundwater Monitoring at Landfill 4/Demolition Area 1 Wells

The following 18 wells at Landfill 4/Demolition Area 1 will be sampled:

- Paired wells: L4-MW01A and L4-MW01B
- Paired wells: L4-MW02A and L4-MW02B
- Paired wells: L4-MW03A and L4-MW03B
- L4-MW04A
- L4-MW05A
- L4-MW07B
- Paired wells: L4-MW08A and L4-MW08B
- Paired wells: L4-MW09A and L4-MW09B
- Paired wells: L4-MW10A and L4-MW10B

Clark County Public Works
Estimated Costs for Environmental Consulting Services Related to RFP #830 Extension
March 29, 2024
Page 2 of 3

- L4-MW11B
- L4-MW17 and L4-MW18

Surface Water Monitoring

Four surface water samples will be collected annually. Three sample points were originally identified in the 2012 Environmental Protection Agency (EPA) investigation, with two locations along Lacamas Creek (LC03 and LC15) and one location along North Fork Lacamas Creek (NF02). A fourth surface water sample will be added upstream from NF02 per the Ecology-requested change in scope.

Drinking Water Well Monitoring

Three drinking water wells will be sampled quarterly. One well is located north of the Killpack cantonment (Killpack), one is located east of the Bonneville cantonment (Bonneville), and one is located at the Federal Bureau of Investigation training facility (Range Road).

Laboratory Analysis

The groundwater and drinking water well samples will be analyzed each monitoring event for the following analytes:

- Explosives by EPA Method 8330
- Perchlorate by EPA Method 6850
- Volatile organic compounds (VOCs) by EPA Method 8260

Once per year, the 10 Base Boundary wells will include the following additional analyses:

- Priority pollutant metals by EPA Methods 6000/7000/7470
- Semi-volatile organic compounds (SVOCs) by EPA Method 8270

The surface water samples will be analyzed annually during the third quarter for the following analytes:

- Explosives by EPA Method 8330
- Perchlorate by EPA Method 6850

This one-year extension is proposed to start in third quarter 2024 at the Ecology-proposed quarterly monitoring schedule. PBS will conduct additional analysis at Base Boundary during the fourth quarter event. One year of sampling is included in the compensation below.

Additional Scope Based on Ecology Comments

PBS received comments from Ecology in February 2024 regarding the third quarter monitoring report. Ecology requested observation and sampling of seeps near Lacamas Creek in the Landfill 4 sample area. With these comments, PBS determined that an extra day to document and sample potential seeps will be added to the scope. Seep documentation will include pictures and GPS points. This work has been performed for first quarter 2024 in conjunction with Ecology's comments for continued monitoring through 2025. Due to the additional equipment and sampling, an extra PBS truck has been added to the scope cost.

COMPENSATION

PBS proposes to provide the scope of work on a time and expense basis. The following outlines the estimated costs associated with the scope of work. The labor rates are based on PBS' Washington State Department of Transportation Local Agency Architectural & Engineering Professional Services negotiated hourly rate consultant

Clark County Public Works
 Estimated Costs for Environmental Consulting Services Related to RFP #830 Extension
 March 29, 2024
 Page 3 of 3

agreement with Clark County. The additional scope for first and second quarter 2024 are based on PBS' 2023 rate schedule, and the 2024 to 2025 rate schedule is based on the 2024 rate schedule.

Groundwater/Surface Water Monitoring

Quarterly Sample Frequency: Service Period July 2024 to June 2025

	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
PBS Labor	\$34,700	\$34,700	\$36,700	\$36,700
PBS Expenses	3,805	3,805	3,805	3,805
Drum Disposal	-	-	1,500	-
Analytical Testing	23,310	23,310	25,600	29,090
Subtotal Quarter	\$61,815	\$61,815	\$67,605	\$69,595
Subtotal for July 2024 to June 2025				\$260,830

Additional Scope

First and Second Quarter 2024

	First Quarter	Second Quarter
PBS Labor	\$5,795	\$3,820
PBS Expenses	715	715
Analytical Testing	2,340	2,340
Subtotal Quarter	\$8,850	\$6,875
Subtotal for Additional Scope		\$15,725
Total for All Proposed Services		\$276,555

The pricing and other information contained in this proposal document are proprietary and shall not be duplicated, used, or disclosed, in whole or in part, to other parties without the permission of PBS.

Please feel free to contact me at 503.417.7737 or scott.braunsten@pbsusa.com with any questions or comments.

Sincerely,

Samantha Eckes, LG
 Project Geologist
 PBS Engineering and Environmental LLC

Attachments: Cost Breakdown Spreadsheet
 Acceptance FYE 2021 ICR – CPA Report
 2024 Fee Schedule Camp B
 Anatek Labs Analytical Services Quotation

SE SB:tl

Docusign Envelope ID: 2FFBCF1E-FC43-48C1-B3C2-02D07D7C527F

Monitoring Costs

3/28/2024

Monitoring Costs																					
3/28/2024																					
PRELIM LABOR	Surveying	Sail	Dry Ice	Mileage	Activity 1		Activity 2		Activity 3		Activity 4		Activity 5		Activity 6		Activity 7		Total Project		
					Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours
Environmental Surveying						500.00			500.00											1,000.00	
Project Engineer		Lease				407.02	2		407.02	2										815.04	
Engineer VI		Young																		4	
Principal Geologist/Hydrogeologist		Merry				226.86	2													3	
Sr. Geologist I		Brennan				107.87	2													6	
Project Geologist I		Vegetables				670.00	10													8	
Project Geologist IOT (1.5)						153.92	40													100	
Staff Geologist I						105.97														11	
Sr. Scientist/Planner		Thornton				145.00														70	
Project Scientist/Planner II						125.10														0	
Project Scientist/Planner IOT (1.5)						107.29														0	
Technical Support Staff																				0	
Writer/Editor		Lobby				114.12														3	
Project Administrator I		Knowles				109.85	1													3	
CAD/MicroStation Tech I		Bryant				67.64														30	
Other																				0	
SUBTOTAL LABOR																					
Grum Disposal						17,831.45	Qty														
WA Sales Tax (separate out, add markup)																					
SUBTOTAL SUBCONTRACTOR																					
LABORATORY (Ancient Pricing)																					
Groundwater Samples							Qty														
8200 Explosives						225	31														
8500 Personnel						116	31														
8500 VOCs						132	36														
Precarbonate field kits							31														
82700 SVOCs						305															
PP Metals						184															
Shipping (estimate per day)						400	5														
SUBTOTAL LABORATORY																					
REIMBURSABLE EXPENSES																					
Mileage						0.870	Qty														
Per Diem & Lodging						\$55/day + lodging	750														
EQUUS database charge						25.00															
Miscellaneous Equipment/Supplies																					
Field Sampling Kit (see logs, gloves, etc.)						25.00	5														
PPE Safety Kit (hardhat, boots, etc.)						15.00	5														
Confidence drill/invested drive						12.00	5														
Drums (if not provided by client)						110.00	1														
Generator						60.00															
GPS GADT						165.00															
Low flow controller w/ air compressor						135.00	5														
Water - pH/temp/conductivity						20.00	5														
Water - turbidity						55.00	5														
Water - Mail Parameter w/flow thru cell						220.00	5														
Water level indicator						50.00	5														
SUBTOTAL REIMBURSABLES																					
TASK TOTALS																					

Cost per Quarter	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
1, 2, 3, 6 and 7	1, 2, 3, 6 and 7	1, 2, 3, 5, 6 and 7	1, 2, 3, 5, 6 and 7	1, 2, 3, 4, 6 and 7
PBS Labor	\$ 34,701.84	\$ 34,701.84	\$ 36,696.33	\$ 36,696.33
PBS Expenses	\$ 3,804.50	\$ 3,804.50	\$ 3,804.50	\$ 3,804.50
Drum Disposal	\$ -	\$ -	\$ 1,500.00	\$ -
Analytical Testing	\$ 23,311.00	\$ 23,311.00	\$ 25,596.00	\$ 29,090.00
Total Quarter Cost	\$ 61,817.34	\$ 61,817.34	\$ 67,596.83	\$ 69,590.83
One Year Subtotal				\$ 260,822.34
Three Year Monitoring Total				\$ 782,467.02

Additional Scope Costs
3/28/2024

PBS LABOR	Staff	Hrly Rate	Activity 1		Activity 2		Total Project	
			Quarter 1 (Scope Change)	Hours	Cost	Quarter 2 (Scope Change)	Hours	Cost
Engineering/Surveying								
Principal Engineer	Leece	\$ 250.00	\$ 250.00	1	\$ 250.00	\$ 250.00	2	\$ 500.00
Engineer VI	Young	\$ 203.78	\$ 203.78	1	\$ 203.78	\$ 203.78	2	\$ 407.56
Environmental								
Principal Geologist/Hydrogeologist	Margy	\$ 227.08	\$ 454.16	2	\$ 454.16	\$ 454.16	4	\$ 908.32
St. Geologist II	Braunsten	\$ 180.88	\$ 984.14	2	\$ 180.88	\$ 180.88	8	\$ 1,447.04
Project Geologist I	Vegackes	\$ 103.55	\$ 3,166.50	20	\$ 2,111.00	\$ 2,111.00	50	\$ 5,277.50
Project Geologist I OT (15)		\$ 188.53					0	\$ -
Staff Geologist II		\$ 89.18					0	\$ -
St. Scientist/Planner	Thornlon	\$ 145.00					0	\$ -
Project Scientist/Planner II		\$ 115.05					0	\$ -
Project Scientist/Planner I OT (15)		\$ 172.58					0	\$ -
Project Scientist/Planner I		\$ 107.39					0	\$ -
Technical Support Staff								
Writer/editor	Lobby	\$ 97.55	\$ 97.55	1	\$ 97.55	\$ 97.55	2	\$ 195.10
Project Administrator II	Knowles	\$ 107.24	\$ 107.24	1	\$ 107.24	\$ 107.24	2	\$ 214.48
CAD/Microstation Tech I	Bryman	\$ 91.59	\$ 549.54	3	\$ 274.77	\$ 274.77	9	\$ 824.31
Other								
SUBCONTRACTOR								
Drum Disposal	Subs Quote	Markup	\$ 6,792.91	QTY	\$ 3,819.88	\$ 3,819.88	0	\$ -
WA Subs Sales Tax (separate out, add markup)	1500	0%						
SUBTOTAL SUBCONTRACTOR			\$ -		\$ -	\$ -		\$ -
LABORATORY (Anteck Pricing)								
Groundwater Samples	Subs sample	Markup						
8330 Explosives	215		\$ 860.00	4	\$ 860.00	\$ 860.00	6	\$ 1,720.00
6850 Perchlorate	110		\$ 440.00	4	\$ 440.00	\$ 440.00	8	\$ 880.00
8260C VOCs	125		\$ 500.00	4	\$ 500.00	\$ 500.00	8	\$ 1,000.00
Perchlorate field kits	35	0%	\$ 140.00	4	\$ 140.00	\$ 140.00	8	\$ 280.00
8270D SVOCs	280						0	\$ -
PP Metals	175						0	\$ -
Shipping (estimate per day)	400		\$ 400.00	1	\$ 400.00	\$ 400.00	2	\$ 800.00
SUBTOTAL LABORATORY			\$ 2,340.00	QTY	\$ 2,340.00	\$ 2,340.00	34	\$ 4,680.00
REIMBURSABLE EXPENSES								
Meatage	0.670	(\$/mi)	\$ 67.00	100	\$ 67.00	\$ 67.00		\$ 134.00
Per Diem & Lodging	\$59/day + lodging	(\$/hour)						
Equis database charge	25.00		\$ -		\$ -	\$ -		\$ -
Miscellaneous Equipment/Supplies	25.00	(\$/day)	\$ 25.00	1	\$ 25.00	\$ 25.00		\$ 50.00
Field Sampling Kit (tea, bags, gloves, etc)	15.00	(\$/day)	\$ -		\$ -	\$ -		\$ -
PPE Safety Kit (hardhat, boots, etc)	12.00	(\$/day)	\$ 12.00	1	\$ 12.00	\$ 12.00		\$ 24.00
Cordless drill/impact driver	110.00	(\$/drum)	\$ -		\$ -	\$ -		\$ -
Drums (if not provided by driller)	60.00	(\$/drum)	\$ -		\$ -	\$ -		\$ -
Generator	150.00	(\$/day)	\$ 150.00	1	\$ 150.00	\$ 150.00		\$ 300.00
GPS GeocXt	135.00	(\$/day)	\$ 135.00	1	\$ 135.00	\$ 135.00		\$ 270.00
Low flow controller w/ air compressor	20.00	(\$/day)	\$ -		\$ -	\$ -		\$ -
Meier - pH/temperature/conductivity	55.00	(\$/day)	\$ 55.00	1	\$ 55.00	\$ 55.00		\$ 110.00
Meier - turbidity	220.00	(\$/day)	\$ 220.00	1	\$ 220.00	\$ 220.00		\$ 440.00
Meier - Multi Parameter w/flow thru cell	50.00	(\$/day)	\$ 50.00	1	\$ 50.00	\$ 50.00		\$ 100.00
Water level indicator	50.00	(\$/day)	\$ 50.00	1	\$ 50.00	\$ 50.00		\$ 100.00
SUBTOTAL REIMBURSABLES			\$ 714.00	QTY	\$ 714.00	\$ 714.00		\$ 1,428.00
TASK TOTALS			\$ 8,846.91		\$ 6,873.88	\$ 15,720.79		

Cost per Quarter	First Quarter		Second Quarter	
	1	2		
PBS Labor	\$ 5,792.91	\$ 3,819.88		
PBS Expenses	\$ 714.00	\$ 714.00		
Analytical Testing	\$ 2,340.00	\$ 2,340.00		
Total Quarter Cost	\$ 8,846.91	\$ 6,873.88		
Additional Scope Subtotal	\$ 15,720.79			
Three Year Monitoring Total	\$ 47,162.37			



**Washington State
Department of Transportation**

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

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

August 23, 2022

PBS Engineering and Environmental, Inc.
214 E. Galer Street, Suite 300
Seattle, WA 98102

Subject: Acceptance FYE 2021 ICR – CPA Report

Dear Nicole Edmondson:

We have accepted your firms FYE 2021 Indirect Cost Rate (ICR) of 175.25% (rate includes 0.24% Facilities Capital Cost of Money) based on the "Independent CPA Report," prepared by Stambaugh Ness.

This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards;

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

ERIK K. JONSON
Contract Services Manager

Aug 23, 2022

EKJ:mya



**Washington State
Department of Transportation**

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

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

September 6, 2023

PBS Engineering and Environmental, Inc.
214 E. Galer Street, Suite 300
Seattle, WA 98102

Subject: Acceptance FYE 2022 ICR – CPA Report

Dear Nicole Edmondson:

We have accepted your firms FYE 2022 Indirect Cost Rate (ICR) of 177.39% of direct labor (rate includes 0.45% Facilities Capital Cost of Money) based on the "Independent CPA Report," prepared by Stambaugh Ness, Inc. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

If you have any questions, feel free to contact our office at (360) 704-6397 or via email consultantrates@wsdot.wa.gov.

Regards,

Schatzie Harvey

Schatzie Harvey (Sep 7, 2023 15:50 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:leg

PBS Engineering and Environmental Inc.**2023 Fee Schedule Camp B**

Labor Category	Max Salary Hourly	Overhead 175.25%	Profit 10%	Billing Rate
Principal Hydrogeologist	\$ 75.00	\$ 131.44	\$ 20.64	\$ 227.08
Sr. Geologist II	\$ 53.07	\$ 93.01	\$ 14.61	\$ 160.69
Sr. Geologist I	\$ 43.93	\$ 76.98	\$ 12.09	\$ 133.00
Project Scientist/Planner II	\$ 38.00	\$ 66.60	\$ 10.46	\$ 115.05
Project Geologist II	\$ 40.59	\$ 71.13	\$ 11.17	\$ 122.90
Project Geologist I	\$ 34.86	\$ 61.09	\$ 9.60	\$ 105.55
Staff Geologist II	\$ 32.76	\$ 57.41	\$ 9.02	\$ 99.19
Principal Engineer	\$ 111.06	\$ 194.63	\$ 30.57	\$ 250.00
Engineer VI	\$ 67.30	\$ 117.95	\$ 18.53	\$ 203.78
Engineer V	\$ 57.69	\$ 101.11	\$ 15.88	\$ 174.68
Public Involvement Manager	\$ 66.24	\$ 116.08	\$ 18.23	\$ 200.55
Project Administrator II	\$ 35.42	\$ 62.07	\$ 9.75	\$ 107.24
CAD/Microstation Tech I	\$ 30.25	\$ 53.01	\$ 8.33	\$ 91.59
Graphic Artist	\$ 45.37	\$ 79.50	\$ 12.49	\$ 137.35
Writer/Editor I	\$ 32.22	\$ 56.47	\$ 8.87	\$ 97.55
Writer/Editor II	\$ 46.20	\$ 80.97	\$ 12.72	\$ 139.88
Administration I	\$ 28.50	\$ 49.95	\$ 7.84	\$ 86.29

*capped



2024 Fee Schedule Camp B

Labor Category	Max Salary Hourly	Overhead 177.39%	Profit 10%	Billing Rate
Principal Hydrogeologist	\$ 75.00	\$ 133.04	\$ 20.80	\$ 228.85
Sr. Geologist II	\$ 54.95	\$ 97.48	\$ 15.24	\$ 167.67
Sr. Geologist I	\$ 45.00	\$ 79.83	\$ 12.48	\$ 137.31
Project Scientist/Planner II	\$ 41.00	\$ 72.73	\$ 11.37	\$ 125.10
Project Geologist II	\$ 40.59	\$ 72.00	\$ 11.26	\$ 123.85
Project Geologist I	\$ 36.25	\$ 64.30	\$ 10.06	\$ 110.61
Staff Geologist II	\$ 34.73	\$ 61.61	\$ 9.63	\$ 105.97
Principal Engineer	\$ 100.96	\$ 179.10	\$ 28.01	\$ 250.00
Engineer VI	\$ 66.83	\$ 118.54	\$ 18.54	\$ 203.91
Engineer V	\$ 62.50	\$ 110.87	\$ 17.34	\$ 190.71
Public Involvement Manager	\$ 68.24	\$ 121.05	\$ 18.93	\$ 208.21
Project Administrator II	\$ 36.00	\$ 63.86	\$ 9.99	\$ 109.85
CAD/Microstation Tech I	\$ 32.00	\$ 56.76	\$ 8.88	\$ 97.64
Graphic Artist	\$ 45.37	\$ 80.47	\$ 12.58	\$ 138.42
Writer/Editor I	\$ 37.40	\$ 66.34	\$ 10.37	\$ 114.12
Writer/Editor II	\$ 51.09	\$ 90.62	\$ 14.17	\$ 155.88
Administration I	\$ 31.00	\$ 54.99	\$ 8.60	\$ 94.59

*capped



Analytical Services Quotation

Printed: 04/28/2023

For: **PBS Engineering - Portland**
4412 SW Corbett Ave
Portland, OR 97239

Effective: 04/28/2023

Expires: 04/27/2024

Project: Camp Bonneville 2023

Manager: Scott Braunsten

Prepared by: Todd Taruscio

Pricing Summary

Analysis	Method	Qty	TAT (days)	Unit Price	Extended Price
Water					
[Group Analysis]					
Priority Pollutant Metals	varies	1	10	\$175.00	\$175.00
Inorganics					
Sulfate by EPA 300.0	EPA 300.0	1	10	\$25.00	\$25.00
Perchlorate by EPA 6850	EPA 6850	1	10	\$110.00	\$110.00
Alkalinity by SM 2320B	SM 2320 B	1	10	\$25.00	\$25.00
Metals by ICP					
Iron by EPA 200.7	EPA 200.7	1	10	\$30.00	\$30.00
Dissolved Iron by EPA 200.7	EPA 200.7	1	10	\$30.00	\$30.00
Manganese by EPA 200.7	EPA 200.7	1	10	\$30.00	\$30.00
Semivolatiles					
Semivolatile by EPA 8270E	EPA 8270E	1	10	\$290.00	\$290.00
Explosives HPLC by EPA 8330	EPA 8330B	1	10	\$215.00	\$215.00
Subcontract					
Methane in Water	RSK 175M	1	10	\$110.00	\$110.00
Volatiles					
VOC by EPA 8260D	EPA 8260D	1	10	\$125.00	\$125.00
				Bid Total:	\$1,165.00



Analytical Services Quotation

Printed: 02/29/2024

For: **PBS Engineering - Portland**
4412 SW Corbett Ave
Portland, OR 97239

Effective: 07/01/2024
 Expires: 06/30/2025

Project: Camp Bonneville 2024
 Manager: Scott Braunsten

Prepared by: Todd Taruscio

Pricing Summary

Analysis	Method	Qty	TAT (days)	Unit Price	Extended Price
Water					
[Group Analysis]					
Priority Pollutant Metals	varies	1	10	\$184.00	\$184.00
Inorganics					
Sulfate by EPA 300.0	EPA 300.0	1	10	\$27.00	\$27.00
Perchlorate by EPA 6850	EPA 6850	1	10	\$116.00	\$116.00
Alkalinity by SM 2320B	SM 2320 B	1	10	\$27.00	\$27.00
Metals by ICP					
Iron by EPA 200.7	EPA 200.7	1	10	\$32.00	\$32.00
Dissolved Iron by EPA 200.7	EPA 200.7	1	10	\$32.00	\$32.00
Manganese by EPA 200.7	EPA 200.7	1	10	\$32.00	\$32.00
Semivolatiles					
Semivolatile by EPA 8270E	EPA 8270E	1	10	\$305.00	\$305.00
Explosives HPLC by EPA 8330	EPA 8330B	1	10	\$226.00	\$226.00
Subcontract					
Methane in Water	RSK 175M	1	10	\$320.00	\$320.00
Volatiles					
VOC by EPA 8260D	EPA 8260D	1	10	\$132.00	\$132.00
VOC Trip Blank	EPA 8260D	1	10	\$0.00	-
Bid Total:				\$1,433.00	

CLARK COUNTY STAFF REPORT

DEPARTMENT: Public Works Parks and Lands Division

DATE: September 2, 2022

REQUESTED ACTION: Execute a professional services agreement (Agreement No. SCN00002358) with PBS Engineering and Environmental, Inc. for professional, technical, and expert services for ground water monitoring activities at Camp Bonneville.

☐ Consent ☐ Hearing ☒ County Manager

BACKGROUND

Clark County manages the cleanup at Camp Bonneville, a former U.S. Army post north of Camas, using federal funds, with regulatory oversight from the Washington State Department of Ecology (Ecology).

PBS Engineering and Environmental, Inc. (PBS) was selected through a request for proposals (RFP No. 830) to provide required groundwater monitoring and reporting through June 2023 in the amount of \$181,155.00, plus ten percent management reserve. The contract is for 1 year with the right to extend the contract for three (3) additional years, in one (1) year increments.

Clark County Purchasing sent RFP 830 Camp Bonneville groundwater monitoring program to an MRSC generated plan holders list that contained 206 firms listed in the Environmental Consulting category. Purchasing received two responses to RFP 830, one from Blue Mountain Environmental & Consulting and one from PBS Engineering & Environmental. Blue Mountain failed to submit their Federal E Verify MOU and Federal Debarment Certification form. These documents are required by County and Federal policy for RFP participation. Purchasing sent three emails to Blue Mountain asking for these documents, stating the urgency to provide them. Blue Mountain never responded to the requests; therefore, they were disqualified. The lone proposal from PBS Engineering was scored and determined to meet the RFP requirements.

Groundwater is monitored quarterly for explosives constituents. All funding is provided by the Army through an Environmental Services Cooperative Agreement (Agreement No. W9128F-06-2- 0160).

COUNCIL POLICY IMPLICATIONS

Pursuant to Clark County Code section 2 09.030, the county manager has authority to sign contracts up to \$200,000 within funds other than the General Fund.

ADMINISTRATIVE POLICY IMPLICATIONS

Budget for this contract is approved in the 2022 budget for Camp Bonneville, and all costs are reimbursed by the U.S. Army.

COMMUNITY OUTREACH

The Washington Department of Ecology leads all public outreach related to groundwater monitoring for Camp Bonneville.

PW22-216

REVIEWED: _____

BUDGET IMPLICATIONS

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

BUDGET DETAILS

Local Fund Dollar Amount	\$181,155.00
Grant Fund Dollar Amount	N/A
Account	Camp Bonneville (Fund 1013)
Company Name	PBS Engineering & Environmental, Inc.

ATTACHMENTS: (1) Consultant Agreement with PBS Engineering and Environmental Inc (Agreement No SCN00002358)

Rocky Houston

Rocky Houston
Parks and Lands Division Manager

Amber Emery

Amber Emery
Deputy County Manager
Interim Public Works Director

Sherry Villafane

Sherry Villafane
Public Works Finance Manager

Primary Staff Contact: Erik Harrison 360 635-3890

Kathleen Otto

APPROVED: _____
Kathleen Otto, County Manager
09/09/22

DATE: _____

PW22-216

REVIEWED: LA5 TK

CLARK COUNTY STAFF REPORT

DEPARTMENT: Public Works Parks and Lands Division

DATE: June 27, 2023

REQUESTED ACTION: Authorize the county manager to approve a one-year extension to an existing professional services agreement with PBS Engineering and Environmental, Inc. for groundwater monitoring activities at Camp Bonneville and to increase the amount of the contract maximum to \$387,425.

☒ Consent ☐ Hearing ☐ County Manager

BACKGROUND

Clark County manages the cleanup at Camp Bonneville, a former U.S. Army post north of Camas, using federal funds, with regulatory oversight from the Washington State Department of Ecology (Ecology). In late 2021, Ecology revised the monitoring schedule from semi-annually to quarterly. PBS was selected through a request for proposals (RFP No. 830) to provide required groundwater monitoring and reporting through June 2023 with the ability to extend the contract year for up to three years.

The initial contract was for year one with expenditures totaling \$181,555. A second year of monitoring is proposed at \$205,870. The rate increase is due to increased costs for laboratory and the rate for personnel services. This modification will provide the groundwater monitoring required by Ecology. The revised contract's not to exceed amount will be revised to \$387,425.

This contract is funded by the Army through an Environmental Services Cooperative Agreement (Agreement No. W9128F-06-2- 0160).

COUNCIL POLICY IMPLICATIONS

Pursuant to Clark County Code section 2.09.030, contracts over \$200,000 with funds other than the General Fund are required to be approved by Council.

ADMINISTRATIVE POLICY IMPLICATIONS

This contract is within the approved 2023 budget for Camp Bonneville and all costs are reimbursed by the U.S. Army.

COMMUNITY OUTREACH

There was no public outreach for this contract extension. Ecology manages the community outreach for the water monitoring and for the site clean-up.

PW23-129

REVIEWED: _____

BUDGET IMPLICATIONS

YES	NO	
	X	Operating Budget Impacts
	X	Capital Budget Impacts
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation. If YES, please complete the budget impact statement. If YES, please route this staff report through the budget director and then to the county manager.
	X	Additional budget capacity is necessary and will be requested at the next supplemental or annual budget. If YES, please complete the budget impact statement. If YES, please route this staff report through the budget director and then to the county manager. This action will be referred to the county council with a recommendation from the county manager.

BUDGET DETAILS

Dollar Amount	\$387,425.00
Fund	1013
Cost Center	CC244
BASUB	B5769000
Program	PG0699

DISTRIBUTION:

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

ATTACHMENTS: (1) PW22-216; (2) LAG A&E Professional Services Consultant Agreement SCN00002358; (3) Supplemental Template 1-SCN00002358

Rocky Houston
Rocky Houston
Parks and Lands Division Manager

Sherry Villafane
Sherry Villafane
Public Works Finance Manager

Kenneth A. Lader
Kenneth A. Lader, P.E.
Public Works Director/County Engineer

Primary Staff: Erik Harrison, 360-635-3890

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

DATE: June 27, 2023

SR# 1-22-23



PW23-129

REVIEWED: _____

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

Agreement Number: SCN00002358

Firm/Organization Legal Name (do not use dba's): PBS Engineering and Environmental Inc.	
Address 4412 SW Corbett Avenue Portland, OR 97239	Federal Aid Number 93-0870218
UBI Number	Federal TIN
Execution Date 09/09/22	Completion Date 9/30/2023
1099 Form Required <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Project Title Ground Water Monitoring for Camp Bonneville	
Description of Work Quarterly Ground Water Monitoring	
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No MBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No WBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No SBE Participation </div> <div style="width: 50%;"> Contract Amount: \$ 181,555.00 10% management reserve: 18,155.50 Maximum Contract Amount: \$ 199,710.50 </div> </div>	

Index of Exhibits

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

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Erik Harrison
Agency: Clark County Public Works
Address: 1300 Franklin Street
City: Vancouver State: WA Zip: 98660
Email: Erik.Harrison@clark.wa.gov
Phone: 360-635-3890
Facsimile:

If to CONSULTANT:

Name: Scott Braunsten
Agency: PBS Engineering and Environmental Inc.
Address: 4412 SW Corbett Avenue
City: Portland State: OR Zip: 97239
Email: Scott.Braunsten@clark.wa.gov
Phone: 503-417-7737
Facsimile:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

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

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

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

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

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

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

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

A.^B Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.

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

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

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

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

E.^F Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

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

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

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

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

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

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

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

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

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

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

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

Insurance Coverage

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

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

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

Name: Erik Harrison
Agency: Clark County Public Works
Address: 1300 Franklin Street
City: Vancouver State: WA Zip: 98660
Email: Erik.Harrison@clark.wa.gov
Phone: 360-635-3890
Facsimile:

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

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

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

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

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

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

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

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

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

Tom Mergy

09/06/22

Signature: Tom Mergy (PBS Engineering & Environmental Inc.)

Date

Kathleen Otto

09/09/22

Signature: Kathleen Otto
County Manager

Date

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

APPROVED AS TO FORM ONLY:

Anthony F. Golik

Bill Richardson

By:

William Richardson

Deputy Prosecuting Attorney

Exhibit A ***Scope of Work***

See Attached

Project: Camp Bonneville
Ground Water Monitoring



August 25, 2022

Mr. Erik Harrison
Clark County Public Works
1300 Franklin Street, Suite 650
Vancouver, Washington 98630

Regarding: Estimated Costs for Environmental Consulting Services Related to RFP#830
Camp Bonneville Groundwater Monitoring Program
Vancouver, Washington
PBS Proposal 76151.011

Dear Mr. Harrison:

PBS Engineering and Environmental Inc. (PBS) is pleased to submit the estimated costs associated with RFP #830 Professional, Technical and Expert Services for Camp Bonneville Groundwater Monitoring Program (site) located in Vancouver, Washington, to Clark County Public Works (County). The outline below is described in detail in RFP #830 for work associated with the Camp Bonneville Groundwater Monitoring Program.

MONITORING

PBS is including the following scope of work to coincide with the sampling described in the RFP, which is currently required by Ecology to occur on a quarterly basis. An excerpt of the sampling schedule is described below.

Groundwater Monitoring at Base Boundary at Lacamas Creek Wells

The ten (10) wells at the down-gradient site boundary near Lacamas Creek will be sampled:

- Paired wells: LC-MW01S and LC-MW01D
- Paired wells: LC-MW02S and LC-MW02D
- Paired wells: LC-MW03S and LC-MW03D
- Paired wells: LC-MW04S and LC-MW04D
- Paired wells: LC-MW09S and LC-MW09D

Groundwater Monitoring at Landfill 4/Demolition Area 1 Wells

The following eighteen (18) wells at Landfill 4/Demolition Area 1 will be sampled:

- Paired wells: L4-MW01A and L4-MW01B
- Paired wells: L4-MW02A and L4-MW02B
- Paired wells: L4-MW03A and L4-MW03B
- L4-MW04A
- L4-MW05A
- L4-MW07B
- Paired wells: L4-MW08A and L4-MW08B
- Paired wells: L4-MW09A and L4-MW09B
- Paired wells: L4-MW10A and L4-MW10B
- L4-MW11B
- L4-MW17
- L4-MW18

Surface Water Monitoring

Three surface water samples will be collected. The sample points were originally identified in the 2012 EPA investigation, with two locations along Lacamas Creek (LC03SW and LC15SW) and one location along North Fork Lacamas Creek (NF02SW).

Drinking Water Well Monitoring

Three drinking water wells will be sampled. One well is located north of the Killpack cantonment (Killpack), one is located east of the Bonneville cantonment (Bonneville), and one is located at the FBI training facility (FBI).

Laboratory Analysis

The groundwater and drinking water well samples will be analyzed each monitoring event for the following analytes:

- Volatile organic compounds (VOCs) by EPA Method 8260
- Explosives by EPA Method 8330
- Perchlorate by EPA Method 6850

Once per year, the 10 Base Boundary wells will include the following additional analyses:

- Priority pollutant metals by EPA Methods 6000/7000/7470
- Semi-volatile Organic Compounds (SVOCs) by EPA Method 8270

The surface water samples will be analyzed annually during the third quarter for the following analytes:

- Explosives by EPA Method 8330
- Perchlorate by EPA Method 6850

PBS proposes to conduct monitoring starting third quarter 2022 at the Ecology-proposed quarterly monitoring schedule. PBS will conduct additional analysis at Base Boundary during the fourth quarter event. One year of sampling is included in the compensation below.

COMPENSATION

PBS proposes to provide the scope of work on a time and expense basis. The following outlines the estimated costs associated with the scope of work. The labor rates are based on PBS' WSDOT local agency A&E professional services negotiated hourly rate consultant agreement with Clark County.

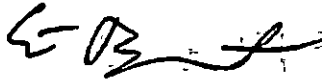
GROUNDWATER / SURFACE WATER MONITORING*Quarterly Sample Frequency*

	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
PBS Labor	\$24,850	\$24,850	\$25,965	\$27,065
PBS Expenses	\$2,250	\$2,250	\$2,250	\$2,250
Drum Disposal	-	-	\$1,500	-
Analytical Testing	\$15,625	\$15,625	\$16,955	\$20,120
Subtotal Quarter	\$42,725	\$42,725	\$46,670	\$49,435
Total for All Proposed Services				\$181,555

The pricing and other information contained in this proposal document are proprietary and shall not be duplicated, used, or disclosed, in whole or in part, to other parties without the permission of PBS.

Please feel free to contact me at 503.417.7737 or Scott.Braunsten@pbsusa.com with any questions or comments.

Sincerely,



Digitally signed by Scott
Braunsten
Date: 2022.08.25 12:06:34 -07'00'

Scott Braunsten, LG
Senior Geologist
PBS Engineering and Environmental Inc.

Attachments: Cost Breakdown Spreadsheet
Acceptance FYE 2020 ICR – CPA Report
2022 Fee Schedule Camp B

SB:SV

Exhibit B

DBE Participation Plan

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

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

B. Roadway Design Files

- AutoCAD Civil3D 2018 or newer version

C. Computer Aided Drafting Files

- AutoCAD Civil3D 2018 or new version

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

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

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

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

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

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

II. Any Other Electronic Files to Be Provided

Not Applicable

III. Methods to Electronically Exchange Data

See next page

A. Agency Software Suite

- **AGENCY software suite: Microsoft Office Professional Plus 2010 or Microsoft 365**

B. Electronic Messaging System

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

C. File Transfers Format

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

Exhibit D
Prime Consultant Cost Computations

See Attached

Monitoring Costs

8/10/2022

Monitoring Costs				Activity 1		Activity 2		Activity 3		Activity 4		SW
8/10/2022				Fieldwork (Per Quarter)		Data Analysis (Per Quarter)		PM&Reporting (Per Quarter)		BB Extended Analysis (Fourth Quarter Only)		
PBS LABOR	Staff	Hrly Rate		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
Engineering/Surveying												
Principal Engineer	Leece	\$ 250.00		2	\$ 500.00		\$ -	2	\$ 500.00		\$ -	
Engineer VI	Young	\$ 191.06		2	\$ 382.12	2	\$ 382.12	4	\$ 764.24		\$ -	
Environmental												
Principal Geologist/Hydrogeologist	Mergy	\$ 206.03		2	\$ 412.06	2	\$ 412.06	4	\$ 824.12		\$ -	
Sr. Geologist I/Hydrogeologist I	Braunsten	\$ 123.02		4	\$ 492.08	10	\$ 1,230.20	12	\$ 1,476.24	2	\$ 246.04	
Staff Geologist II	Vega/Eckes	\$ 96.12		40	\$ 3,844.80		\$ -		\$ -		\$ -	
Staff Geologist II OT (1.5)		\$ 144.18		10	\$ 1,441.80		\$ -		\$ -	4	\$ 576.72	
Principal Scientist/Planner		\$ 195.00			\$ -		\$ -		\$ -		\$ -	
Sr. Scientist/Planner		\$ 145.00			\$ -		\$ -		\$ -		\$ -	
Project Scientist/Planner II	Thornton	\$ 115.77		50	\$ 5,788.50		\$ -	16	\$ 1,852.32	6	\$ 694.62	
Project Scientist/Planner I OT (1.5)		\$ 173.66		10	\$ 1,736.55		\$ -		\$ -	4	\$ 694.62	
Project Scientist/Planner I		\$ 107.39			\$ -		\$ -		\$ -		\$ -	
Technical Support Staff												
Writer/Editor	Lobey	\$ 86.26			\$ -		\$ -	3	\$ 258.78		\$ -	
Project Administrator II	Knowles	\$ 98.58		1	\$ 98.58	1	\$ 98.58	1	\$ 98.58		\$ -	
CAD/MicroStation Tech I	Breyman	\$ 84.72			\$ -		\$ -	6	\$ 508.32		\$ -	
Other					\$ -		\$ -		\$ -		\$ -	
SUBTOTAL LABOR					\$ 14,696.49		\$ 2,122.96		\$ 6,282.60		\$ 2,212.00	
SUBCONTRACTOR				Sub's Quote	Markup	Qty	Cost	Qty	Cost	Qty	Cost	Qty
Drum Disposal				1500	0%		\$ -		\$ -		\$ -	1
WA Subs Sales Tax (separate out, add markup)							\$ -		\$ -		\$ -	
SUBTOTAL SUBCONTRACTOR						\$ -		\$ -		\$ -		
LABORATORY (Anatek Pricing)				\$/sample	Markup	Qty	Cost	Qty	Cost	Qty	Cost	Qty
Groundwater Samples												
8330 Exposives		\$ 180		31	\$ 5,580.00		\$ -		\$ -		\$ -	4
6850 Perchlorate		\$ 95		31	\$ 2,945.00		\$ -		\$ -		\$ -	4
8260C VOCs		\$ 110		36	\$ 3,960.00		\$ -		\$ -		\$ -	
Perchlorate field kits		\$ 20	0%	31	\$ 620.00		\$ -		\$ -		\$ -	4
8270D SVOCs		\$ 245			\$ -		\$ -		\$ -	11	\$ 2,695.00	
PP Metals		\$ 150			\$ -		\$ -		\$ -	11	\$ 1,650.00	
Shipping (estimate per day)		\$ 150		5	\$ 750.00		\$ -		\$ -	1	\$ 150.00	1
SUBTOTAL LABORATORY						\$ 13,855.00		\$ -		\$ -	\$ 4,495.00	
REIMBURSABLE EXPENSES						Qty	Cost	Qty	Cost	Qty	Cost	Qty
Mileage	\$ 0.625	(\$/mile)		350	\$ 218.75		\$ -		\$ -		\$ -	
Field Sampling Kit (ice, bags, gloves, etc.)	\$ 25.00	(\$/day)		5	\$ 125.00		\$ -		\$ -		\$ -	
Cordless drill/impact driver	\$ 10.00	(\$/day)		5	\$ 50.00		\$ -		\$ -		\$ -	
Drums (if not provided by driller)	\$ 75.00	(\$/drum)		1	\$ 75.00		\$ -		\$ -		\$ -	
Low flow controller w/ air compressor	\$ 125.00	(\$/day)		5	\$ 625.00		\$ -		\$ -		\$ -	
Meter - turbidity	\$ 40.00	(\$/day)		5	\$ 200.00		\$ -		\$ -		\$ -	
Meter - Multi Parameter w/flow thru cell	\$ 150.00	(\$/day)		5	\$ 750.00		\$ -		\$ -		\$ -	
Water level Indicator	\$ 40.00	(\$/day)		5	\$ 200.00		\$ -		\$ -		\$ -	
SUBTOTAL REIMBURSABLES						\$ 2,243.75		\$ -		\$ -	\$ -	
TASK TOTALS						\$ 30,795.24		\$ 2,122.96		\$ 6,282.60		\$ 6,707.00



**Washington State
Department of Transportation**

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

**TTY: 1-800-833-6388
www.wadot.wa.gov**

October 4, 2021

**PBS Engineering and Environmental, Inc.
214 E Galer Street, Suite 300
Seattle, WA 98102**

Subject: Acceptance FYE 2020 ICR – CPA Report

Dear Nicole Edmondson:

We have accepted your firms FYE 2020 Indirect Cost Rate (ICR) of 180.06% of direct labor (rate includes 0.51% Facilities Capital Cost of Money) based on the "Independent CPA Report," prepared by Stambaugh Ness. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards;

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

**ERIK K. JONSON
Contract Services Manager**

EKJ:ah

PBS Engineering and Environmental Inc.**2022 Fee Schedule Camp B**

Labor Category	Max Salary Hourly	Overhead 180.06%	Profit 10%	Billing Rate
Principal Hydrogeologist	\$ 66.88	\$ 120.42	\$ 18.73	\$ 206.03
Sr. Geologist II	\$ 49.14	\$ 88.49	\$ 13.76	\$ 151.39
Sr. Geologist I	\$ 39.93	\$ 71.90	\$ 11.18	\$ 123.02
Project Scientist/Planner II	\$ 36.68	\$ 66.05	\$ 10.27	\$ 113.00
Project Geologist II	\$ 37.58	\$ 67.67	\$ 10.52	\$ 115.77
Project Geologist I	\$ 34.86	\$ 62.77	\$ 9.76	\$ 107.39
Staff Geologist II	\$ 31.20	\$ 56.18	\$ 8.74	\$ 96.12
Principal Engineer	\$ 100.96	\$ 181.79	\$ 28.27	\$ 250.00
Engineer VI	\$ 62.02	\$ 111.67	\$ 17.37	\$ 191.06
Engineer V	\$ 53.87	\$ 97.00	\$ 15.09	\$ 165.96
Public Involvement Manager	\$ 63.10	\$ 113.62	\$ 17.67	\$ 194.39
Project Administrator II	\$ 32.00	\$ 57.62	\$ 8.96	\$ 98.58
CAD/Microstation Tech I	\$ 27.50	\$ 49.52	\$ 7.70	\$ 84.72
Graphic Artist	\$ 41.62	\$ 74.94	\$ 11.66	\$ 128.21
Writer/Editor I	\$ 28.00	\$ 50.42	\$ 7.84	\$ 86.26
Writer/Editor II	\$ 44.42	\$ 79.99	\$ 12.44	\$ 136.85
Administration I	\$ 24.96	\$ 44.94	\$ 6.99	\$ 76.89

*capped

Exhibit E
Sub-consultant Cost Computations

See Attached



Analytical Services Quotation

Printed: 06/03/2021

For: **PBS Engineering - Portland**
4412 SW Corbett Ave
Portland, OR 97239

Effective: **05/26/2020**
 Expires: **06/30/2024**

Project: **Camp Bonneville**
 Manager: **Scott Braunsten**

Prepared by: Todd Tarusclo

Pricing Summary

Analysis	Method	Qty	TAT (days)	Unit Price	Extended Price
Water					
[Group Analysis]					
Priority Pollutant Metals	varies	1	10	\$150.00	\$150.00
Inorganics					
Perchlorate by EPA 331.0	EPA 331.0	1	10	\$95.00	\$95.00
Perchlorate by EPA 6850	EPA 6850	1	10	\$95.00	\$95.00
Sulfate by EPA 300.0	EPA 300.0	1	10	\$20.00	\$20.00
Alkalinity by SM 2320B	SM 2320 B	1	10	\$20.00	\$20.00
Metals by ICP					
Iron by EPA 200.7	EPA 200.7	1	10	\$24.00	\$24.00
Dissolved Iron by EPA 200.7	EPA 200.7	1	10	\$24.00	\$24.00
Manganese by EPA 200.7	EPA 200.7	1	10	\$24.00	\$24.00
Semivolatiles					
Semivolatile by EPA 8270D	EPA 8270D	1	10	\$245.00	\$245.00
Explosives HPLC by EPA 8330	EPA 8330B	1	10	\$180.00	\$180.00
Subcontract					
Methane in Water	RSK 175M	1	10	\$100.00	\$100.00
Volatiles					
VOC by EPA 8260C	EPA 8260D	1	10	\$110.00	\$110.00
				Bid Total:	\$1,087.00

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *(Title of Modal Operating Administration)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
[Include Modal Operating Administration specific program requirements.]
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Modal Operating Administration specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *(Title of Modal Operating Administration)* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Title of Modal Operating Administration)*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *(Title of Modal Operating Administration)* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *(Title of Modal Operating Administration)* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G ***Certification Document***

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

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
PBS Engineering and Environmental Inc.

whose address is

4412 SW Corbett Avenue Portland, OR 97239

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.

PBS Engineering and Environmental Inc.

Consultant (Firm Name)

Tom Mergy

09/06/22

Signature (Tom Mergy)

Date

Exhibit G-1(b) Certification of Agency Official

I hereby certify that I am the:

☒ Agency Official of the local agency

☐ Other

of Clark County, Washington, and PBS Engineering and Environmental Inc.

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

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

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation

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

Kathleen Otto

09/09/22

Signature: Kathleen Otto
County Manager

Date

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

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

PBS Engineering and Environmental Inc.

Consultant (Firm Name)



09/06/22

Signature (Tom Mergy)

Date

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

PBS Engineering and Environmental Inc.

Consultant (Firm Name)

Tom Mergy

09/06/22

Signature (Tom Mergy)

Date

Exhibit I***Alleged Consultant Design Error Procedures***

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Step 5 Forward Documents to Local Programs

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

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

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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



CLARK COUNTY WASHINGTON
PUBLIC WORKS

www.clark.wa.gov

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

ADDENDUM

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

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

These modifications have been reviewed and approved.

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

PBS Engineering and Environmental Inc.

Consultant (Firm Name)

Tom Mergy

Signature (Tom Mergy)

09/06/22

Date




**Washington State
Department of Transportation RFP 830**

Supplemental Agreement Number <u>1</u>		Organization and Address PBS Engineering and Environmental Inc. 4412 SW Corbett Ave. Portland, OR 97239 Phone:	
Original Agreement Number SCN00002358			
Project Number	Execution Date 9/09/2022	Expiration Date 9/30/2024	
Project Title Ground Water Monitoring for Camp Bonneville		New Maximum Amount Payable \$387,425 Not to Exceed	
Description of Work Quarterly Ground Water Monitoring			

The Local Agency of Clark County, Washington

desires to supplement the agreement entered in to with PBS Engineering and Environmental Inc.

and executed on 9/09/2022 and identified as Agreement No. SCN00002358

All provisions in the basic agreement remain in effect except as expressly modified by this supplement. The changes to the agreement are described as follows:

II. General Scope of Work

No Change

IV. Time for Beginning and Completion

Extend the contract by one year to continue monitoring the ground water.

V. Payment Provisions

A second year of monitoring is proposed at \$205,870, increasing the contract amount to not exceed \$387,425.

By: Tom Mergy

Consultant Name Printed

Tom Mergy

Consultant Signature

Kevin A. McDowell

Reviewed by Kevin A. McDowell
Deputy Prosecuting Attorney

By: Kathleen Otto

Approving Authority Name and Title Printed

Kathleen Otto

Approving Authority Signature

June 28, 2023

Date



May 3, 2023

Mr. Erik Harrison
Clark County Public Works
1300 Franklin Street, Suite 650
Vancouver, Washington 98630

Regarding: Estimated Costs for Environmental Consulting Services Related to RFP#830 Extension
Camp Bonneville Groundwater Monitoring Program
Vancouver, Washington
PBS Proposal 76151.011

Dear Mr. Harrison:

PBS Engineering and Environmental Inc. (PBS) is pleased to submit the estimated costs associated with RFP #830 Professional, Technical and Expert Services for Camp Bonneville Groundwater Monitoring Program (site) located in Vancouver, Washington, to Clark County Public Works (County). This proposal provides details and costs associated with a one-year extension of the existing contract. The outline below is described in detail in RFP #830 for work associated with the Camp Bonneville Groundwater Monitoring Program. This Monitoring scope and fee is for the July 2023 to July 2024 period.

MONITORING

PBS is including the following scope of work to coincide with the sampling described in the RFP, which is currently required by Ecology to occur on a quarterly basis. An excerpt of the sampling schedule is described below.

Groundwater Monitoring at Base Boundary at Lacamas Creek Wells

The ten (10) wells at the down-gradient site boundary near Lacamas Creek will be sampled:

- Paired wells: LC-MW01S and LC-MW01D
- Paired wells: LC-MW02S and LC-MW02D
- Paired wells: LC-MW03S and LC-MW03D
- Paired wells: LC-MW04S and LC-MW04D
- Paired wells: LC-MW09S and LC-MW09D

Groundwater Monitoring at Landfill 4/Demolition Area 1 Wells

The following eighteen (18) wells at Landfill 4/Demolition Area 1 will be sampled:

- Paired wells: L4-MW01A and L4-MW01B
- Paired wells: L4-MW02A and L4-MW02B
- Paired wells: L4-MW03A and L4-MW03B
- L4-MW04A
- L4-MW05A
- L4-MW07B
- Paired wells: L4-MW08A and L4-MW08B
- Paired wells: L4-MW09A and L4-MW09B
- Paired wells: L4-MW10A and L4-MW10B
- L4-MW11B
- L4-MW17 and L4-MW18

Clark County Public Works

Estimated Costs for Environmental Consulting Services Related to RFP 830 Extension

May 3, 2023

Page 2 of 3

Surface Water Monitoring

Three surface water samples will be collected annually. The sample points were originally identified in the 2012 EPA investigation, with two locations along Lacamas Creek (LC03 and LC15) and one location along North Fork Lacamas Creek (NF02).

Drinking Water Well Monitoring

Three drinking water wells will be sampled quarterly. One well is located north of the Killpack cantonment (Killpack), one is located east of the Bonneville cantonment (Bonneville), and one is located at the FBI training facility (FBI).

Laboratory Analysis

The groundwater and drinking water well samples will be analyzed each monitoring event for the following analytes:

- Volatile organic compounds (VOCs) by EPA Method 8260
- Explosives by EPA Method 8330
- Perchlorate by EPA Method 6850

Once per year, the 10 Base Boundary wells will include the following additional analyses:

- Priority pollutant metals by EPA Methods 6000/7000/7470
- Semi-volatile Organic Compounds (SVOCs) by EPA Method 8270

The surface water samples will be analyzed annually during the third quarter for the following analytes:

- Explosives by EPA Method 8330
- Perchlorate by EPA Method 6850

PBS proposes to conduct monitoring starting third quarter 2023 at the Ecology-proposed quarterly monitoring schedule. PBS will conduct additional analysis at Base Boundary during the fourth quarter event. One year of sampling is included in the compensation below.

COMPENSATION

PBS proposes to provide the scope of work on a time and expense basis. The following outlines the estimated costs associated with the scope of work. The labor rates are based on PBS' WSDOT local agency A&E professional services negotiated hourly rate consultant agreement with Clark County.

GROUNDWATER / SURFACE WATER MONITORING

Quarterly Sample Frequency: Service Period July 2023 to July 2024

	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
PBS Labor	\$27,295	\$27,295	\$28,450	\$29,575
PBS Expenses	\$2,580	\$2,580	\$2,580	\$2,580
Drum Disposal	-	-	\$1,500	-
Analytical Testing	\$18,625	\$18,625	\$20,245	\$23,940
Subtotal Quarter	\$48,500	\$48,500	\$52,775	\$56,095
Total for All Proposed Services				\$205,870

Clark County Public Works
Estimated Costs for Environmental Consulting Services Related to RFP 830 Extension
May 3, 2023
Page 3 of 3

The pricing and other information contained in this proposal document are proprietary and shall not be duplicated, used, or disclosed, in whole or in part, to other parties without the permission of PBS.

Please feel free to contact me at 503.417.7737 or Scott.Braunsten@pbsusa.com with any questions or comments.

Sincerely,

Scott Braunsten, LG
Senior Geologist
PBS Engineering and Environmental Inc.

Attachments: Cost Breakdown Spreadsheet
Acceptance FYE 2021 ICR – CPA Report
2023 Fee Schedule Camp B
Anatek Labs Analytical Services Quotation

SB:TM

Monitoring Costs
5/2/2023

				Activity 1		Activity 2		Activity 3		Activity 4		SW
				Fieldwork (Per Quarter)		Data Analysis (Per Quarter)		PM&Reporting (Per Quarter)		BB Extended Analysis (Fourth Quarter Only)		
PBS LABOR	Staff	Hrly Rate	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	
Engineering/Surveying												
Principal Engineer	Leece	\$ 250.00	2	\$ 500.00	2	\$ -	2	\$ 500.00		\$ -		
Engineer VI	Young	\$ 203.78	2	\$ 407.56	2	\$ 407.56	4	\$ 815.12		\$ -		
Environmental												
Principal Geologist/Hydrogeologist	Mergy	\$ 227.08	2	\$ 454.16	2	\$ 454.16	4	\$ 908.32		\$ -		
Sr. Geologist I/Hydrogeologist I	Braunsten	\$ 133.00	4	\$ 532.00	10	\$ 1,330.00	12	\$ 1,596.00	2	\$ 266.00		2
Project Geologist I	Vega/Eckes	\$ 105.55	40	\$ 4,222.00		\$ -		\$ -		\$ -		
Project Geologist I OT (1.5)		\$ 158.33	10	\$ 1,583.25		\$ -		\$ -	4	\$ 633.30		2
Staff Geologist II		\$ 99.19		\$ -		\$ -		\$ -		\$ -		
Sr. Scientist/Planner		\$ 145.00		\$ -		\$ -		\$ -		\$ -		
Project Scientist/Planner II	Thornton	\$ 115.05	50	\$ 5,752.50		\$ -	16	\$ 1,840.80	6	\$ 690.30		2
Project Scientist/Planner I OT (1.5)		\$ 172.58	10	\$ 1,725.75		\$ -		\$ -	4	\$ 690.30		2
Project Scientist/Planner I		\$ 107.39		\$ -		\$ -		\$ -		\$ -		
Technical Support Staff												
Writer/Editor	Lobey	\$ 97.55		\$ -		\$ -	3	\$ 292.65		\$ -		
Project Administrator II	Knowles	\$ 107.24	1	\$ 107.24	1	\$ 107.24	1	\$ 107.24		\$ -		
CAD/MicroStation Tech I	Breyman	\$ 91.59		\$ -		\$ -	20	\$ 1,831.80		\$ -		
Other				\$ -		\$ -		\$ -		\$ -		
SUBTOTAL LABOR					\$ 15,284.46		\$ 2,298.96		\$ 7,891.93		\$ 2,279.90	
SUBCONTRACTOR												
				Sub's Quote	Markup	Qty	Cost	Qty	Cost	Qty	Cost	Qty
Drum Disposal				1500	0%		\$ -		\$ -		\$ -	1
WA Subs Sales Tax (separate out, add markup)							\$ -		\$ -		\$ -	
SUBTOTAL SUBCONTRACTOR							\$ -		\$ -		\$ -	
LABORATORY (Anatek Pricing)												
				\$/sample	Markup	Qty	Cost	Qty	Cost	Qty	Cost	Qty
Groundwater Samples												
8330 Exposives				\$ 215		31	\$ 8,665.00		\$ -		\$ -	4
6850 Perchlorate				\$ 110		31	\$ 3,410.00		\$ -		\$ -	4
8260C VOCs				\$ 125		36	\$ 4,500.00		\$ -		\$ -	
Perchlorate field kits				\$ 30	0%	31	\$ 930.00		\$ -		\$ -	4
8270D SVOCs				\$ 290			\$ -		\$ -	11	\$ 3,190.00	
PP Metals				\$ 175			\$ -		\$ -	11	\$ 1,925.00	
Shipping (estimate per day)				\$ 200		5	\$ 1,000.00		\$ -	1	\$ 200.00	1
SUBTOTAL LABORATORY							\$ 16,505.00		\$ -		\$ 5,315.00	
REIMBURSABLE EXPENSES												
						Qty	Cost	Qty	Cost	Qty	Cost	Qty
Mileage				\$ 0.655 (\$/mile)		350	\$ 229.25		\$ -		\$ -	
Field Sampling Kit (ice, bags, gloves, etc.)				\$ 25.00 (\$/day)		5	\$ 125.00		\$ -		\$ -	
Cordless drill/impact driver				\$ 10.00 (\$/day)		5	\$ 50.00		\$ -		\$ -	
Drums (if not provided by driller)				\$ 100.00 (\$/drum)		1	\$ 100.00		\$ -		\$ -	
Low flow controller w/ air compressor				\$ 125.00 (\$/day)		5	\$ 625.00		\$ -		\$ -	
Meter - turbidity				\$ 50.00 (\$/day)		5	\$ 250.00		\$ -		\$ -	
Meter - Multi Parameter w/flow thru cell				\$ 200.00 (\$/day)		5	\$ 1,000.00		\$ -		\$ -	
Water level indicator				\$ 40.00 (\$/day)		5	\$ 200.00		\$ -		\$ -	
SUBTOTAL REIMBURSABLES							\$ 2,579.25		\$ -		\$ -	
TASK TOTALS							\$ 34,368.71		\$ 2,298.96		\$ 7,891.93	\$ 7,594.90



**Washington State
Department of Transportation**

**Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7945 Linderson Way SW
Tumwater, WA 98501-6504**

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

August 23, 2022

PBS Engineering and Environmental, Inc.
214 E. Galer Street, Suite 300
Seattle, WA 98102

Subject: Acceptance FYE 2021 ICR – CPA Report

Dear Nicole Edmondson:

We have accepted your firms FYE 2021 Indirect Cost Rate (ICR) of 175.25% (rate includes 0.24% Facilities Capital Cost of Money) based on the "Independent CPA Report," prepared by Stambaugh Ness.

This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards;

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

**ERIK K. JONSON
Contract Services Manager**

Aug 23, 2022

EKJ:mya

PBS Engineering and Environmental Inc.**2023 Fee Schedule Camp B**

Labor Category	Max Salary Hourly	Overhead 175.25%	Profit 10%	Billing Rate
Principal Hydrogeologist	\$ 75.00	\$ 131.44	\$ 20.64	\$ 227.08
Sr. Geologist II	\$ 53.07	\$ 93.01	\$ 14.61	\$ 160.69
Sr. Geologist I	\$ 43.93	\$ 76.98	\$ 12.09	\$ 133.00
Project Scientist/Planner II	\$ 38.00	\$ 66.60	\$ 10.46	\$ 115.05
Project Geologist II	\$ 40.59	\$ 71.13	\$ 11.17	\$ 122.90
Project Geologist I	\$ 34.86	\$ 61.09	\$ 9.60	\$ 105.55
Staff Geologist II	\$ 32.76	\$ 57.41	\$ 9.02	\$ 99.19
Principal Engineer	\$ 111.06	\$ 194.63	\$ 30.57	\$ 250.00
Engineer VI	\$ 67.30	\$ 117.95	\$ 18.53	\$ 203.78
Engineer V	\$ 57.69	\$ 101.11	\$ 15.88	\$ 174.68
Public Involvement Manager	\$ 66.24	\$ 116.08	\$ 18.23	\$ 200.55
Project Administrator II	\$ 35.42	\$ 62.07	\$ 9.75	\$ 107.24
CAD/Microstation Tech I	\$ 30.25	\$ 53.01	\$ 8.33	\$ 91.59
Graphic Artist	\$ 45.37	\$ 79.50	\$ 12.49	\$ 137.35
Writer/Editor I	\$ 32.22	\$ 56.47	\$ 8.87	\$ 97.55
Writer/Editor II	\$ 46.20	\$ 80.97	\$ 12.72	\$ 139.88
Administration I	\$ 28.50	\$ 49.95	\$ 7.84	\$ 86.29

*capped



Analytical Services Quotation

Printed: 04/28/2023

For: **PBS Engineering - Portland**
4412 SW Corbett Ave
Portland, OR 97239

Effective: 04/28/2023

Expires: 04/27/2024

Project: Camp Bonneville 2023

Manager: Scott Braunsten

Prepared by: Todd Taruscio

Pricing Summary

Analysis	Method	Qty	TAT (days)	Unit Price	Extended Price
Water					
[Group Analysis]					
Priority Pollutant Metals	varies	1	10	\$175.00	\$175.00
Inorganics					
Sulfate by EPA 300.0	EPA 300.0	1	10	\$25.00	\$25.00
Perchlorate by EPA 6850	EPA 6850	1	10	\$110.00	\$110.00
Alkalinity by SM 2320B	SM 2320 B	1	10	\$25.00	\$25.00
Metals by ICP					
Iron by EPA 200.7	EPA 200.7	1	10	\$30.00	\$30.00
Dissolved Iron by EPA 200.7	EPA 200.7	1	10	\$30.00	\$30.00
Manganese by EPA 200.7	EPA 200.7	1	10	\$30.00	\$30.00
Semivolatiles					
Semivolatile by EPA 8270E	EPA 8270E	1	10	\$290.00	\$290.00
Explosives HPLC by EPA 8330	EPA 8330B	1	10	\$215.00	\$215.00
Subcontract					
Methane In Water	RSK 175M	1	10	\$110.00	\$110.00
Volatiles					
VOC by EPA 8260D	EPA 8260D	1	10	\$125.00	\$125.00
				Bid Total:	\$1,165.00



Certificate Of Completion

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Chresta Larson

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Vancouver, WA 98660

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Chresta Larson@clark.wa.gov

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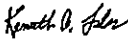
Chresta.Larson@clark.wa.gov

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chresta.larson@clark.wa.gov		Viewed: 5/8/2024 2:16:06 PM
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ken.lader@clark.wa.gov		Viewed: 5/20/2024 3:38:44 PM
Public Works Director		Signed: 5/20/2024 3:49:17 PM
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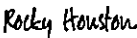
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Priya Dhanapal		Sent: 5/8/2024 2:16:14 PM
priya.dhanapal@clark.wa.gov		Viewed: 5/8/2024 2:50:43 PM
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Rocky Houston		Sent: 5/8/2024 2:16:14 PM
rocky.houston@clark.wa.gov		Viewed: 5/8/2024 2:40:46 PM
PLD Division Mgr		Signed: 5/8/2024 2:41:16 PM
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Sherry Villafane sherry.villafane@clark.wa.gov Security Level: Email, Account Authentication (None)	<i>Sherry Villafane</i> Signature Adoption: Pre-selected Style Using IP Address: 64.4.184.5	Sent: 5/8/2024 2:16:15 PM Viewed: 5/13/2024 10:17:28 AM Signed: 5/13/2024 10:17:38 AM

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Carbon Copy Events	Status	Timestamp
Amy Arnold amy.arnold@clark.wa.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 5/20/2024 3:49:19 PM
PW Staff Reports pwstaffreports@clark.wa.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 5/20/2024 3:49:19 PM

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Notary Events	Signature	Timestamp
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Completed	Security Checked	5/20/2024 3:49:19 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

CONSUMER DISCLOSURE

From time to time, Clark County, WA (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree"™ button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent"™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact Clark County, WA:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: loann.vuu@clark.wa.gov

To advise Clark County, WA of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at loann.vuu@clark.wa.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
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Certificate Of Completion

Envelope Id: C5A0FE58-EB58-4E9F-902D-46E5FF0AAA7B

Status: Completed

Subject: DUE BY 3/25!! Complete with Docusign: PW25-088 Groundwater Monitoring Activities at Camp B.pdf

Source Envelope:

Document Pages: 89

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 3

Chresta Larson

AutoNav: Enabled

1300 Franklin St

Envelopeld Stamping: Enabled

Vancouver, WA 98660

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Chresta.Larson@clark.wa.gov

IP Address: 64.4.184.5

Record Tracking

Status: Original

Holder: Chresta Larson

Location: DocuSign

3/18/2025 10:46:18 AM

Chresta.Larson@clark.wa.gov

Signer Events

Signature

Timestamp

Chresta Larson

chresta.larson@clark.wa.gov

Security Level: Email, Account Authentication
(None)

cl

Sent: 3/18/2025 11:43:52 AM

Viewed: 3/18/2025 11:44:02 AM

Signed: 3/18/2025 11:44:09 AM

Signature Adoption: Pre-selected Style

Using IP Address: 64.4.184.5

Electronic Record and Signature Disclosure:

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Jennifer Coker, PE

jennifer.coker@clark.wa.gov

Security Level: Email, Account Authentication
(None)

Jennifer Coker, PE

Sent: 3/18/2025 11:44:11 AM

Viewed: 3/18/2025 1:18:36 PM

Signed: 3/18/2025 2:45:12 PM

Signature Adoption: Pre-selected Style

Using IP Address: 64.4.181.38

Electronic Record and Signature Disclosure:

Accepted: 3/18/2025 2:43:16 PM

ID: a0468c82-bda1-44bd-8a21-b6080bd71ef9

Kenneth A Lader

ken.lader@clark.wa.gov

Public Works Director

Security Level: Email, Account Authentication
(None)

Kenneth A. Lader

Sent: 3/18/2025 11:44:12 AM

Viewed: 3/19/2025 12:07:15 PM

Signed: 3/19/2025 12:21:29 PM

Signature Adoption: Uploaded Signature Image

Using IP Address: 64.4.181.38

Electronic Record and Signature Disclosure:

Accepted: 6/20/2019 2:45:06 PM

ID: 3037acb5-08a7-41e1-a68c-d404beb2864c

Kevin Tyler

kevin.tyler@clark.wa.gov

Lands Manager

Security Level: Email, Account Authentication
(None)

Kevin Tyler

Sent: 3/18/2025 11:44:12 AM

Viewed: 3/18/2025 12:00:41 PM

Signed: 3/18/2025 12:01:31 PM

Signature Adoption: Pre-selected Style

Using IP Address: 64.4.181.164

Electronic Record and Signature Disclosure:

Accepted: 3/18/2025 12:00:41 PM

ID: 4ff05d1c-cf9e-4dbe-b3e1-e23ecdddfda1

Signer Events	Signature	Timestamp
Sherry Villafane sherry.villafane@clark.wa.gov PW Finance Manager Security Level: Email, Account Authentication (None)	<i>Sherry Villafane</i> Signature Adoption: Pre-selected Style Using IP Address: 64.4.184.5	Sent: 3/18/2025 11:44:12 AM Resent: 3/24/2025 1:21:50 PM Viewed: 3/26/2025 11:53:07 AM Signed: 3/26/2025 11:55:27 AM

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In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Amy Arnold
amy.arnold@clark.wa.gov
Security Level: Email, Account Authentication (None)

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Viewed: 3/26/2025 1:01:26 PM

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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	3/18/2025 11:43:52 AM
Certified Delivered	Security Checked	3/26/2025 11:53:07 AM
Signing Complete	Security Checked	3/26/2025 11:55:27 AM
Completed	Security Checked	3/26/2025 11:55:30 AM

Payment Events	Status	Timestamps
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Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
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Enabled Security Settings:	Allow per session cookies

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