

Exhibit D
Prime Consultant Cost Computations

See Attached



Mill Creek Barrier Improvement Project
Clark County
 Fee Estimate
 Otak Project #022253.000

% of budget in Current Year (CY) 50.00%
 % of budget in CY+1 30.00%
 % of budget in CY+2 30.00%
 % of budget in CY+3 20.00%
 Weighted Escalation Factor 1.069
 Annual Escalation Rate 4.00%

Task	Description	Sarkinen	Hymas	Pyles	NeHellen	Brown	Lozano	Cenic	Brascher	Nordahl	Tulka	Cook	Lugo	Gray	Corigan	Sacamano	Palk	Subconsultants			Total Hours	Total Budget by Task	
		PIC/Sr. PM Civil	Civil Engineer VIII	Civil Engineer III	PIC/Sr. PM Civil	Civil Engineer V	Civil Engineer III	Engineering Designer I	Scientist VI	Civil Engineer VIII	Engineering Designer IV	Civil Engineer VII	Project Coordinator I	Scientist VI	Scientist II	PIC/Sr. PM LA/MSI Pln	Landscape Architect III	Rhino One (Geotech)	Nahwai Waters (Hydraulics)	CRC (Cultural)			
1.0	Project Management																						
1.1	Coordination and Reporting	54				24	6						12								98	\$85,993.20	
1.2	Meetings	66	16			42				12		12		12							160	\$72,578.41	
1.3	Public Outreach Support	8				4											6				18	\$38,527.77	
																							\$3,987.03
2.0	Roadway Design																						
2.1	50% Roadway Design		10	40																	50	\$8,172.01	
2.2	65% and 90% Roadway Design		44	160																	204	\$33,587.28	
2.3	95% and Final Roadway Design		16	125																	143	\$22,556.80	
2.4	Utility Coordination		16			8															24	\$4,966.99	
3.0	Stormwater																						
3.1	Stormwater Data Collection									12	16										28	\$4,911.57	
3.2	Hydrologic Analysis/Stormwater Facility Sizing									12	32										44	\$7,190.10	
3.3	Stormwater Collection and Conveyance									6	12										18	\$3,025.42	
3.4	Stormwater Technical Information Report (TIR)									32	48										80	\$13,857.03	
3.5	50% Stormwater Design									16	24										40	\$6,928.51	
3.6	65% and 90% Stormwater Design									40	80										120	\$20,189.45	
3.7	95% and Final Stormwater Design									24	40										64	\$10,982.40	
3.8	Stormwater Pollution Prevention Plan (SWPPP)									12	24										36	\$6,050.84	
4.0	Hydraulic and Stream Restoration																						
4.1	Site Investigation and Channel Stability Assessment											14									14	\$2,919.28	
4.2	Hydrologic Analysis								24		4	8									34	\$7,067.91	
4.3	Hydraulic Analysis										24	16									40	\$6,752.95	
4.4	Scour Analysis and Lateral Stream Migration										8	6									14	\$2,389.95	
4.5	Design of Stream Channel and Habitat Restoration										12	6									18	\$2,959.58	
4.6	Temporary Water Management									4	4	4									12	\$2,281.10	
4.7	Hydraulics Report										40	16									56	\$9,031.49	
4.8	50% Stream Design										24	12									36	\$5,919.16	
4.9	65% and 90% Stream Design										24	12									36	\$5,919.16	
4.10	95% and Final Stream Design										24	16									40	\$6,752.95	
4.11	Stream Design Review and Input																						\$20,990.80
5.0	Geotechnical Design Services																						
5.1	Research and Reconnaissance																						\$103,894.00
5.2	Subsurface Explorations																						\$4,197.00
5.3	Laboratory Testing and Engineering Analysis																						\$57,616.00
5.4	Geotechnical Report and Design Consultation																						\$22,597.00
																							\$19,284.00
6.0	Alternatives Analysis																						
6.1	Stream Design Alternatives Analysis										16	12		4							32	\$5,856.72	
6.2	Roadway Profile Alternatives Analysis		16	40																	56	\$9,520.67	
6.3	Bridge Design Alternatives Analysis	32				28	38	40													138	\$24,677.28	
7.0	Bridge and Retaining Wall Design																						
7.1	50% Design - Type, Size and Location (TS&L) Report	24	6			113	115	32		4	4	8		8							314	\$53,849.81	
7.2	65% and 90% Bridge and Retaining Wall Design	48				88	192	135													463	\$73,551.30	
7.3	95% and Final Bridge and Retaining Wall Design	32				85	101	95													293	\$46,731.67	
8.0	Landscape Architecture and Planting																						
8.1	65% Design															2	30				32	\$5,011.22	
8.2	80%, 95% and Final Design															2	50				52	\$7,962.81	
9.0	Specifications																						
9.1	0%, 95% and Final Specifications	12	8	12		8				12		10				2	8				68	\$14,260.18	
10.0	Estimate																						
10.1	50% and 65% Estimate	6	4	8		8	16	12		6	8	8				1	0				61	\$13,899.54	
10.2	80%, 95% and Final Estimate	8	6	12		8	12	8		6	8	8				1	6				62	\$14,795.37	
11.0	QA/QC																						
11.1	Develop the QA/QC Plan	4				5											1				10	\$41,961.17	
11.2	Alternatives Design Review	4	4			8				4		4					2				26	\$6,768.58	
11.3	50% and 65% Design Review	4	4			24	16			8		8					1				65	\$15,742.84	
11.4	80%, 95% and Final Design PS&E Review	4	6			22	16			8		8					4				68	\$18,474.25	
12.0	Environmental																						
12.1	Wetland and Stream Delineation Report													38	48						86	\$48,888.81	
														10	24						34	\$5,306.15	



Mill Creek Barrier Improvement Project
Clark County
 Fee Estimate
 Otak Project #022253.000

% of budget in Current Year (CY) **50.00%**
 % of budget in CY+1 **30.00%**
 % of budget in CY+2 **30.00%**
 % of budget in CY+3 **20.00%**
 Weighted Escalation Factor **1.069**
 Annual Escalation Rate **4.00%**

Task	Description	Sorikinen	Hymas	Pyles	Neffleton	Brown	Lozano	Cimic	Brascher	Nordahl	Tulka	Cook	Lugo	Gray	Comigan	Sacamana	Paik	Subcontractors			Total Hours	Total Budget by Task	
		PIC/Sr. PM Civil	Civil Engineer VIII	Civil Engineer III	PIC/Sr. PM Civil	Civil Engineer V	Civil Engineer II	Engineering Designer I	Scientist VI	Civil Engineer VIII	Engineering Designer IV	Civil Engineer VII	Project Coordinator I	Scientist VI	Scientist II	PIC/Sr. PM LA/ Mat Pln	Landscape Architect III	Rhino One Geotech	Natural Water Hydrologic	CRC Cultural			
12.3	JARPA Form and Drawings			28							44			12	32		4				120	\$17,785.04	
12.4	Agency Meetings, Permit Facilitation, and County Coordination	4												12							16	\$3,930.47	
12.5	Onsite Restoration and Stream Monitoring Plan													16	24		4				44	\$7,211.28	
13.0	Cultural and Historical Resource Analysis																					\$11,988.41	
13.1	Cultural and Historical Analysis																					\$11,988.41	
14.0	Basis of Design Report															2					42	\$19,691.21	
14.1	65% Basis of Design Report		8	16						6	4	8										\$7,855.84	
14.2	90% and Final Basis of Design Report		8	16						4	8										34	\$5,735.37	
15.0	Services During Construction (Contingency)																					\$47,378.98	
15.1	Meetings	8	2	6		10				4			6	2	4	2					42	\$7,962.78	
15.2	Submittal and Shop Drawing Review	14	8	16		10	24	16		8	8		4	2	4	2					116	\$20,350.51	
15.3	Requests for Information and Design Changes	12	12	24		12	24			8	8					2					102	\$18,975.67	
	Total Hours	343	190	503	59	458	528	338	24	248	548	190	22	118	136	24	114				3,841		
	Current Billing Rate	\$300.00	\$210.21	\$138.48	\$277.50	\$163.99	\$137.95	\$106.61	\$204.45	\$205.17	\$133.16	\$194.91	\$100.06	\$204.87	\$121.31	\$272.89	\$138.00						
	Annualized Billing Rate	\$300.00	\$224.81	\$148.10	\$296.77	\$175.39	\$147.53	\$114.01	\$218.65	\$219.42	\$142.41	\$208.45	\$107.01	\$219.21	\$129.74	\$281.84	\$147.39						
	Total Labor Cost	\$102,900.00	\$42,713.84	\$74,493.21	\$17,509.62	\$80,323.84	\$77,896.39	\$38,536.85	\$5,247.59	\$54,416.07	\$78,039.77	\$39,604.94	\$2,354.21	\$25,427.87	\$17,644.00	\$7,004.23	\$16,824.63	\$103,894.00	\$20,990.00	\$11,588.41			\$817,207.25
	Direct Expenses																						\$2,700.75
	Project Total																						\$819,908.00



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 29, 2025

Otak, Inc
808 SW Third Ave Ste 800
Portland, OR 97204

Subject: Acceptance FYE 2024 ICR – CPA Report

Dear Justin Monahan:

We have accepted your firm's FYE 2024 Indirect Cost Rate (ICR) based on the "Independent CPA Report" prepared by D.L. Purvine, CPA, PLLC, as follows:

- Home Office: 173.21% of direct labor (rate includes 0.34% Facilities Capital Cost of Money)
- Field Office: 123.36% of direct labor (rate includes 0.26% Facilities Capital Cost of Money)

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

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

This was not a cognizant review. Any other entity contracting with 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 consultanrates@wsdot.wa.gov.

Regards,

Schatzie Harvey

Schatzie Harvey (Jul 29, 2025 14:51:40 PDT)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH: kb

COST INFORMATION
BREAKDOWN OF BILLING RATES AND DIRECT NONLABOR RATES
Otak Actuals Not To Exceed (ANTE)

DIRECT LABOR COSTS

Classification	Overhead Type	Max Direct Salary Rate	Overhead	Profit	Max Billing Rate
			Office: 173.21% Field: 123.36%	30.00%	3.0321 Office Net Mult. 2.5336 Field Net Mult.
Sr. PIC/Sr. PM Civil*	Office	\$98.94	\$171.37	\$29.68	\$300.00
PIC/Sr. PM Civil*	Office	\$98.94	\$171.37	\$29.68	\$300.00
Civil Engineer X	Office	\$77.63	\$134.45	\$23.29	\$235.37
Civil Engineer IX	Office	\$73.02	\$126.48	\$21.91	\$221.40
Civil Engineer VIII	Office	\$69.33	\$120.09	\$20.80	\$210.22
Civil Engineer VII	Office	\$64.30	\$111.37	\$19.29	\$194.96
Civil Engineer VI	Office	\$58.00	\$100.46	\$17.40	\$175.86
Civil Engineer V	Office	\$54.09	\$93.68	\$16.23	\$163.99
Civil Engineer IV	Office	\$50.35	\$87.21	\$15.11	\$152.67
Civil Engineer III	Office	\$46.60	\$80.71	\$13.98	\$141.29
Civil Engineer II	Office	\$42.44	\$73.50	\$12.73	\$128.67
Civil Engineer I	Office	\$39.33	\$68.12	\$11.80	\$119.25
Engineering Designer V	Office	\$50.50	\$87.47	\$15.15	\$153.12
Engineering Designer IV	Office	\$45.20	\$78.29	\$13.56	\$137.05
Engineering Designer III	Office	\$42.50	\$73.61	\$12.75	\$128.86
Engineering Designer II	Office	\$39.00	\$67.55	\$11.70	\$118.25
Engineering Designer I	Office	\$36.00	\$62.36	\$10.80	\$109.16
Engineering Technician VII	Office	\$56.47	\$97.81	\$16.94	\$171.22
Engineering Technician VI	Office	\$49.16	\$85.15	\$14.75	\$149.07
Engineering Technician V	Office	\$44.51	\$77.09	\$13.35	\$134.94
Engineering Technician IV	Office	\$40.00	\$69.28	\$12.00	\$121.28
Engineering Technician III	Office	\$35.00	\$60.62	\$10.50	\$106.12
Engineering Technician II	Office	\$29.00	\$50.23	\$8.70	\$87.93
Engineering Technician I	Office	\$25.00	\$43.30	\$7.50	\$75.80
PIC/Scientist	Office	\$78.38	\$135.76	\$23.51	\$237.66
Scientist VI	Office	\$69.15	\$119.77	\$20.74	\$209.66
Scientist V	Office	\$55.73	\$96.54	\$16.72	\$168.99
Scientist IV	Office	\$51.00	\$88.34	\$15.30	\$154.64
Scientist III	Office	\$47.00	\$81.41	\$14.10	\$142.51
Scientist II	Office	\$43.00	\$74.48	\$12.90	\$130.38
Scientist I	Office	\$35.55	\$61.58	\$10.67	\$107.79
Environmental Specialist	Office	\$51.75	\$89.64	\$15.53	\$156.91
Construction Manager VI	Field	\$73.45	\$90.61	\$22.04	\$186.10
Construction Manager V	Field	\$68.31	\$84.27	\$20.49	\$173.07
Construction Manager IV	Field	\$63.96	\$78.90	\$19.19	\$162.06
Construction Manager III	Field	\$55.62	\$68.61	\$16.69	\$140.92
Construction Manager II	Field	\$48.37	\$59.66	\$14.51	\$122.54
Construction Manager I	Field	\$42.06	\$51.88	\$12.62	\$106.55
Field Representative VII	Field	\$60.83	\$75.04	\$18.25	\$154.11
Field Representative VI	Field	\$55.89	\$68.95	\$16.77	\$141.60
Field Representative V	Field	\$50.66	\$62.50	\$15.20	\$128.36

COST INFORMATION
BREAKDOWN OF BILLING RATES AND DIRECT NONLABOR RATES
Otak Actuals Not To Exceed (ANTE)

DIRECT LABOR COSTS

Classification	Overhead Type	Max Direct Salary Rate	Overhead	Profit	Max Billing Rate
			Office: 173.21% Field: 123.36%	30.00%	3.0321 Office Net Mult. 2.5336 Field Net Mult.
Field Representative IV	Field	\$44.06	\$54.35	\$13.22	\$111.62
Field Representative III	Field	\$38.31	\$47.26	\$11.49	\$97.06
Field Representative II	Field	\$33.31	\$41.09	\$9.99	\$84.40
Field Representative I	Field	\$28.97	\$35.73	\$8.69	\$73.39
Sr. PIC/PLS Sr. Manager	Field	\$108.42	\$133.75	\$32.53	\$274.69
PIC/PLS Sr. Manager	Field	\$82.00	\$101.16	\$24.60	\$207.76
Professional Land Surveyor V	Field	\$76.98	\$94.97	\$23.09	\$195.04
Professional Land Surveyor IV	Field	\$59.10	\$72.90	\$17.73	\$149.73
Professional Land Surveyor III	Field	\$56.00	\$69.08	\$16.80	\$141.88
Professional Land Surveyor II	Field	\$51.65	\$63.71	\$15.49	\$130.85
Professional Land Surveyor I	Field	\$47.56	\$58.67	\$14.27	\$120.49
Survey Crew Chief III	Field	\$50.15	\$61.86	\$15.04	\$127.05
Survey Crew Chief II	Field	\$41.00	\$50.58	\$12.30	\$103.88
Survey Crew Chief I	Field	\$32.00	\$39.48	\$9.60	\$81.08
Survey Office Technician IV	Field	\$47.00	\$57.98	\$14.10	\$119.08
Survey Office Technician III	Field	\$40.06	\$49.42	\$12.02	\$101.49
Survey Office Technician II	Field	\$32.09	\$39.58	\$9.63	\$81.29
Survey Office Technician I	Field	\$27.90	\$34.42	\$8.37	\$70.69
Survey Field Technician III	Field	\$30.35	\$37.44	\$9.11	\$76.90
Survey Field Technician II	Field	\$26.39	\$32.56	\$7.92	\$66.87
Survey Field Technician I	Field	\$22.95	\$28.31	\$6.89	\$58.15
Sr. PIC/Sr. PM LA/Master Planner*	Office	\$98.94	\$171.37	\$29.68	\$300.00
PIC/Sr. PM LA/Master Planner	Office	\$90.00	\$155.89	\$27.00	\$272.89
Landscape Architect VII	Office	\$65.76	\$113.91	\$19.73	\$199.40
Landscape Architect VI	Office	\$60.31	\$104.46	\$18.09	\$182.86
Landscape Architect V	Office	\$54.86	\$95.01	\$16.46	\$166.33
Landscape Architect IV	Office	\$50.00	\$86.61	\$15.00	\$151.61
Landscape Architect III	Office	\$45.54	\$78.88	\$13.66	\$138.08
Landscape Architect II	Office	\$42.49	\$73.59	\$12.75	\$128.82
Landscape Architect I	Office	\$39.00	\$67.55	\$11.70	\$118.25
Landscape Technician III	Office	\$36.73	\$63.62	\$11.02	\$111.38
Landscape Technician II	Office	\$33.12	\$57.37	\$9.94	\$100.42
Landscape Technician I	Office	\$28.98	\$50.20	\$8.69	\$87.87
Planner VI	Office	\$64.69	\$112.05	\$19.41	\$196.14
Planner V	Office	\$60.91	\$105.50	\$18.27	\$184.68
Planner IV	Office	\$57.09	\$98.88	\$17.13	\$173.09
Planner III	Office	\$52.27	\$90.53	\$15.68	\$158.48
Planner II	Office	\$47.52	\$82.30	\$14.25	\$144.07
Planner I	Office	\$41.40	\$71.71	\$12.42	\$125.53
Planner Associate IV	Office	\$38.13	\$66.04	\$11.44	\$115.60
Planner Associate III	Office	\$34.66	\$60.03	\$10.40	\$105.09

COST INFORMATION
BREAKDOWN OF BILLING RATES AND DIRECT NONLABOR RATES
Otak Actuals Not To Exceed (ANTE)

DIRECT LABOR COSTS

Classification	Overhead Type	Max Direct Salary Rate	Overhead	Profit	Max Billing Rate
			Office: 173.21% Field: 123.36%	30.00%	3.0321 Office Net Mult. 2.5336 Field Net Mult.
Planner Associate II	Office	\$30.95	\$53.60	\$9.28	\$93.83
Planner Associate I	Office	\$26.91	\$46.61	\$8.07	\$81.59
Sr. GIS Specialist - Planner	Office	\$43.47	\$75.29	\$13.04	\$131.81
GIS Specialist - Planner	Office	\$37.80	\$65.47	\$11.34	\$114.61
Project Coordinator III	Office	\$54.86	\$95.01	\$16.46	\$166.33
Project Coordinator II	Office	\$51.23	\$88.74	\$15.37	\$155.34
Project Coordinator I	Office	\$42.31	\$73.29	\$12.69	\$128.29
Project Administrative Assistant	Office	\$38.00	\$65.82	\$11.40	\$115.22
Graphics Specialist	Office	\$42.31	\$73.29	\$12.69	\$128.29

The Indirect Cost Rate (ICR), profit, and max rate per hour listed above are the maximum rates payable under this Agreement. Rates invoiced shall be based on the direct salary of the individual employee plus ICR plus profit and shall not exceed the Max Billing Rate for each Classification listed.

Max Direct Salary Rates that have been adjusted to reflect Clark County's current maximum Billing Rate of \$300.00 are noted with an asterisk(*)

Direct Non-Salary Costs, including subconsultant fees, will be reimbursed at actual cost.

All travel will be invoiced per WSDOT Travel Regulations.

Exhibit E

Sub-consultant Cost Computations

If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

Rhino One Fee Estimate (2026 0205)										
Mill Creek Fish Passage		Principal Geotechnical Engineer (Rajiv Ali)	Project Geotechnical Engineer (Levi Good)	Geotechnical Engineering Staff (Maryam T Ali)	Engineering Geologist (Peter Hughes)	CAD (Devin Blackshere)	Total Labor Hours	Total Labor Dollars	Subtotal Expenses	TOTAL LABOR & EXPENSES
Task	ROG 2026 WSDOT ANTE Rates	\$240.89	\$137.66	\$119.30	\$129.51	\$125.15				
5	Geotechnical Design Services									
5.1	Research and Reconnaissance	2	4		12		18	\$2,587	\$1,644	\$4,230
5.2	Subsurface Explorations	2	8	50	24	2	86	\$10,907	\$45,913	\$56,820
5.3	Lab Testing and Engineering Analysis	12	12	80	12		116	\$15,641	\$7,350	\$22,991
5.4	Report and Design Consultation	20	40	40	12	24	136	\$19,654	\$0	\$19,654
15.6	Geotechnical Support During Construction						-	\$0	\$0	\$0
							-			
	TOTAL HOURS	36	64	170	60	26	356			
	TOTAL AMOUNT	\$8,672	\$8,810	\$20,281	\$7,771	\$3,254		\$48,788	\$54,907	\$103,694
	Outside Services and Expenses	Unit Cost	Quantity	Total						
5.1	<i>Subsurface Explorations</i>									
	Traffic Control Plan	\$400	4	\$1,600						
	County Permit Fees (assume no charge)		0	\$0						
	Mileage (1 RT)	\$0.725	60	\$44						
	Sub-Total (Task 5.1)			\$1,644						
5.2	<i>Subsurface Explorations</i>									
	Private Utility Locates (per hour)	\$125	6	\$750						
	Geotechnical Borings (per day)	\$7,150	4	\$28,600						
	Geoprobe / Hand Auger (per day)	\$3,250	2	\$6,500						
	Traffic Control (per day)	\$2,475	4	\$9,900						
	Mileage	\$0.725	225	\$163						
	Sub-Total (Task 5.2)			\$45,913						
5.3	<i>Laboratory Testing</i>									
	Moisture Contents	\$22	50	\$1,100						
	Atterberg Limits	\$175	6	\$1,050						
	Grain Size Analysis - Full Sample	\$400	2	\$800						
	Grain Size Analysis - P200 Washes	\$75	16	\$1,200						
	Set of pH, electrical resistivity, sulphates and chlorides	\$450	2	\$900						
	Direct Shear Test	\$750	2	\$1,500						
	Consolidation Test	\$400	2	\$800						
	Sub-Total (Task 5.3)			\$7,350						
15.6	<i>Geotechnical Support During Construction</i>									
	Mileage			\$0						



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

April 22, 2025

Rhino One LLC
2614 SE 129th Court
Vancouver, WA 98683

Subject: Acceptance FYE 2024 ICR – Risk Assessment Review

Dear Rajiv Ali:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2024 ICR of 148.10% of direct labor. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards,


Schatzie Harvey (Apr 23, 2025 07:18 PDT)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH: kb

Natural Waters, LLC	
PO BOX 12973 Olympia, WA 98508 Tel. (360) 519-7251	Prepared for: D. Sarkkinen Project: Mill Creek NE 259th & NE 61st Ave Date: October 14, 2025 Project No.: 30056 Prepared By: C. Kramer

Direct Labor

Task Description	Principal		Cost
4.11 Stream Design Technical Assistance	76		\$ 20,676
Project management and meetings	24		\$ 6,529
Field reconnaissance's	14		\$ 3,809
Review of available geologic, geomorphology, geotechnical and hydrology data and reports	4		\$ 1,088
2D Hydraulic modeling assistance	8		\$ 2,176
Scour analysis assistance	2		\$ 544
Stream design technical assistance	10		\$ 2,721
Hydraulic report review	4		\$ 1,088
Temporary diversion assistance	2		\$ 544
50% design drawing review	4		\$ 1,088
90% design drawing and specifications review	4		\$ 1,088
			\$ 0
Total Hours	76.0		20,675.80
All Inclusive Hourly Rate =	\$272.05		\$ 20,675.80
		Total Direct Labor:	\$ 20,675.80

Direct Expense Detail			
Description	Units	Rate	Cost
Mileage (2 Roundtrips)	450	0.70	\$315.00
		Total Direct Expenses:	\$ 315.00

Cost Summary	
Description	Cost
Total Labor	\$ 20,675.80
Total Direct Expenses	\$ 315.00
Total Project Cost:	\$ 20,990.80



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

May 8, 2025

Natural Waters, LLC
PO Box 12973
Olympia, WA 98508

Subject: Acceptance FYE 2024 ICR – Risk Assessment Review

Dear Casey Kramer:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2024 ICR of 110.75% of direct labor. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards,


[Schatzie Harvey \(May 8, 2025 14:32 PDT\)](#)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH: kb

Actuals Not To Exceed Table (ANTE)

WSDOT Agreement: Natural Waters, LLC PO Box 12973 Olympia, WA 98508	
Job Classifications	Direct Labor Hourly Billing Rate NTE
ADMINISTRATIVE ASSISTANT 5	\$47.00
DIRECTOR	\$113.00

Subconsultant Fee Determination - Summary Sheet

Project: Mill Creek Fish Passage
 CRC #: 2509G

Direct Labor Cost

<u>Classifications</u>	<u>Labor Hours</u>	x	<u>Rate</u>	=	<u>Cost</u>
Principal Investigator	6.0		\$ 65.50		\$ 393.00
Projects Manager	62.0		\$ 41.25		\$ 2,557.50
Project Archaeologist I	0.0		\$ 46.00		-
Project Archaeologist II	0.0		\$ 36.25		-
Project Archaeologist III	0.0		\$ 34.00		-
Field Archaeologist I	21.0		\$ 27.75		\$ 582.75
Field Archaeologist II	0.0		\$ 26.75		-
Field Archaeologist III	21.0		\$ 25.50		\$ 535.50
Historic Architect	0.0		\$ 42.00		-
Historic Build Environment	0.0		\$ 36.50		-
Office Manager	3.0		\$ 43.25		\$ 129.75
	113.0				\$ 4,198.50
Overhead (OH Cost - - including Salary Additives):					
OH Rate x DLC of:	102.95%	%x\$	\$ 4,198.50		\$ 4,322.36
Fixed Fee (FF):					
FF Rate x DLC of:	30.00%	%x\$	\$ 4,198.50		\$ 1,259.55
Reimbursables:					
Photo & Graphic Supplies				\$	-
Lodging:				\$	1,023.00
Per Diem:				\$	516.00
Mileage:				\$	266.00
				\$	1,805.00
Grand Total:				\$	11,585.41

Prepared by: Margaret Berger
 DOT Form 140-089 EF Exhibit G-1

Date: 9/16/2025



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

April 15, 2025

Northwest Heritage Consultants, LLC dba Cultural Resource Consultants, LLC
PO Box 4159
Seattle, WA 98194

Subject: Acceptance FYE 2024 ICR – Audit Office Review

Dear Teresa Peterson:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2024 Indirect Cost Rate (ICR) of 102.95% of direct labor. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards,


[Schatzie Harvey \(Apr 15, 2025 14:40 PDT\)](#)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:kb

Actuals Not To Exceed Table (ANTE)

Northwest Heritage Consultants, LLC / dba: Cultural Resource Consultants, LLC PO Box 4159 Seattle, WA 98194 Rate Effective Period: July 1, 2025 through June 30, 2026				
Job Classifications	Direct Labor Hourly Rate NTE	Overhead NTE	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		102.95%	30.00%	
Principal Investigator	\$65.50	\$67.43	\$19.65	\$152.58
Projects Manager	\$41.25	\$42.47	\$12.38	\$96.09
Project Archaeologist II	\$36.25	\$37.32	\$10.88	\$84.44
Project Archaeologist III	\$34.00	\$35.00	\$10.20	\$79.20
Field Archaeologist I	\$27.75	\$28.57	\$8.33	\$64.64
Field Archaeologist II	\$26.75	\$27.54	\$8.03	\$62.31
Field Archaeologist III	\$25.50	\$26.25	\$7.65	\$59.40
Historic Built Environment	\$36.50	\$37.58	\$10.95	\$85.03
Admin & Financial Support	\$43.25	\$44.53	\$12.98	\$100.75

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, (*Federal Highway 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 Washington State Department of Transportation 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 Washington State Department of Transportation 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 (*Federal Highway 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 (*Federal Highway 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 (*Federal Highway 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 (*Federal Highway 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
Otak, Inc.

whose address is
805 Broadway St., Suite 130, Vancouver, WA 98660

and that neither the above firm nor I have

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

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

Otak, Inc.

Consultant (Firm Name)

Signature: Doug Sarkkinen

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 Otak, 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.

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 statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

Otak, Inc.

Consultant (Firm Name)

Signature: Doug Sarkkinen

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.

Otak, Inc.

Consultant (Firm Name)

Signature: Doug Sarkkinen

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of Mill Creek Barrier Improvements * are accurate, complete, and current as of February 8, 2026 **.

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

Firm: Otak, Inc.

Signature: Doug Sarkkinen

Title _____

Date of Execution _____ ***.

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

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 7 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 line 8 and the last line of that provision, “situated in the county in which the AGENCY is located” has been crossed out. Please reference RCW 36.01.050. This provision is void for public works contracts.
- 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.

Otak, Inc.

Consultant (Firm Name)

Signature: Doug Sarkkinen

Date



For other formats, contact the Clark County ADA Office
Voice 564.397.2322 / Relay 711 or 800.833.6388
Fax 360.397.6165 / Email ADA@clark.wa.gov

Certificate Of Completion

Envelope Id: 64A8BB0D-5A2D-4AEF-B718-7C807A4967EA Status: Completed
Subject: DUE BY 3/4!! Complete with Docusign: PW26-059 Mill Creek Barrier Improvements Project.pdf
Source Envelope:
Document Pages: 77 Signatures: 7 Envelope Originator:
Certificate Pages: 6 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: 64.4.181.38

Record Tracking

Status: Original Holder: Chresta Larson Location: DocuSign
2/26/2026 11:30:00 AM Chresta.Larson@clark.wa.gov

Signer Events

Chresta Larson
Chresta.Larson@clark.wa.gov
Security Level: Email, Account Authentication
(None)

Signature

Signature Adoption: Pre-selected Style
Using IP Address: 64.4.181.38

Timestamp

Sent: 2/26/2026 11:35:59 AM
Viewed: 2/26/2026 11:36:08 AM
Signed: 2/26/2026 11:36:17 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Sherry Villafane
sherry.villafane@clark.wa.gov
PW Finance Manager
Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style
Using IP Address: 64.4.184.5

Sent: 2/26/2026 11:36:19 AM
Viewed: 2/27/2026 10:24:03 AM
Signed: 2/27/2026 10:24:45 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Dave Daly, P.E.
dave.daly@clark.wa.gov
Security Level: Email, Account Authentication
(None)

Signature Adoption: Uploaded Signature Image
Using IP Address: 64.4.184.5

Sent: 2/27/2026 10:24:47 AM
Viewed: 2/27/2026 11:24:02 AM
Signed: 2/27/2026 11:25:27 AM

Electronic Record and Signature Disclosure:

Accepted: 2/27/2026 11:24:02 AM
ID: ee50e17b-6b0f-4bbf-b041-0d7cd04bb1a0

Doug Sarkkinen
doug.sarkkinen@otak.com
Principal
Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style
Using IP Address: 69.129.245.24

Sent: 2/27/2026 10:24:47 AM
Viewed: 2/27/2026 2:16:50 PM
Signed: 2/27/2026 2:17:53 PM

Electronic Record and Signature Disclosure:

Accepted: 2/27/2026 2:16:50 PM
ID: 8d70a1fc-9ee5-4994-8c76-bd5d574356d5