



*John  
FLW*

**CLARK COUNTY  
STAFF REPORT**

**DEPARTMENT/DIVISION:** Department of Public Works / Engineering & Construction Division

**DATE:** March 19, 2013

**REQUEST:** Authorize the Public Works Director to sign professional services agreements with two firms for work on NE 10<sup>th</sup> Avenue, from NE 154<sup>th</sup> Street to NE 164<sup>th</sup> Street (CRP 370922), in a total amount not to exceed \$2,094,224. Authorize the Director to sign supplemental agreements extending the durations and amounts of the contracts, up to 10% of the original contract amounts.

**CHECK ONE:**  Consent  Hearing  Chief Administrative Officer

**BACKGROUND:** The NE 10<sup>th</sup> Avenue project, from NE 154<sup>th</sup> Street to NE 164<sup>th</sup> Street, will close a gap in the 10<sup>th</sup> Avenue corridor by constructing a bridge over Whipple Creek and widening the roadway to include two travel lanes, sidewalks and bicycle lanes, with associated intersection and stormwater improvements. The design work includes extensive environmental processes and structural design which require additional resources to supplement county staff.

Request for Proposal (RFP) #640 for Engineering and Environmental Services for NE 10<sup>th</sup> Avenue Improvements was issued jointly between Environmental Services (DES) and Clark County Public Works (CCPW) in November 2012. The RFP specified the formation of two consultant teams: one to provide structural, geotechnical and hydraulic engineering services, and the other to provide environmental assessment and permitting services. The county received seven proposals to provide the specified services. Staff reviewed each submittal and recommends entering into a contract with KPFF, Inc. for engineering services in an amount not to exceed \$1,269,189 and with Vigil-Agrimis, Inc. for environmental services in an amount not to exceed \$825,035. These contracts allow Public Works to move forward with the design to achieve the planned construction start in 2017. The contracts include construction support and are for a seven-year period, with two possible one-year extensions.

**COMMUNITY OUTREACH:** Potential consultants were notified of the release of Request for Proposals #640 through the Purchasing Department website. Consultants were also notified individually and invited to participate in the process.

The NE 10<sup>th</sup> Avenue project will likely require an environmental assessment process, which includes extensive public outreach. In addition, public outreach may include open house meetings, advisory groups, mailings, public notices in the newspaper or online, and/or property owner negotiations throughout the project duration.

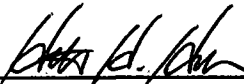
**BUDGET AND POLICY IMPLICATIONS:** There are no budget implications involved in this request. This project is included in the adopted 2013 Annual Construction Program (item no. 17).

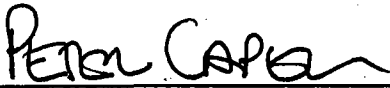
**FISCAL IMPACTS:**  Yes (see Fiscal Impacts Attachment)  No

*PW13-026*

**ACTION REQUESTED:** Authorize the Public Works Director to sign professional services contracts with two firms for work on NE 10<sup>th</sup> Avenue, from NE 154<sup>th</sup> Street to NE 164<sup>th</sup> Street (CRP 370922), in a total amount not to exceed \$2,094,224. Authorize the Director to sign supplemental agreements extending the duration and amount of the contracts up to 10% of the contract amount.

**DISTRIBUTION:** Please forward the approved staff report to Public Works Administration.

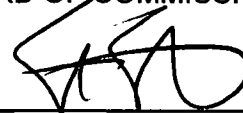
  
\_\_\_\_\_  
Heath H. Henderson, P.E.  
Engineering & Construction Division Manager

  
\_\_\_\_\_  
Peter Capell, P.E.  
Public Works Director/County Engineer

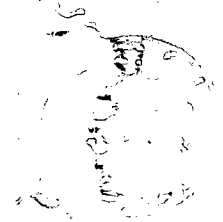
PC/HHH/TMP/pam

c: Matt Hall, Troy Pierce, Jean Singer, Kevin Tyler, Penny Monett

APPROVED: March 19, 2013  
CLARK COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS

  
\_\_\_\_\_

SR 04413



PW13-026

# FISCAL IMPACT ATTACHMENT

**Part I: Narrative Explanation**

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

The NE 10th Avenue project, from NE 154th Street to NE 164th Street, will close a gap in the 10th Avenue corridor by constructing a bridge over Whipple Creek and widening the roadway to include two travel lanes, sidewalks and bicycle lanes, with associated intersection and stormwater improvements. The design work includes extensive environmental processes and structural design which require additional resources to supplement county staff.

Staff recommends entering into a contract with KPFF, Inc. for engineering services in an amount not to exceed \$1,269,189 and with Vigil-Agrimis, Inc. for environmental services in an amount not to exceed \$825,035. These contracts (totaling \$2,094,224) allow Public Works to move forward with the design to achieve the planned construction start in 2017. The contracts include construction support and are for a seven-year period, with two possible one-year extensions.

This project is programmed in the 2013-2018 Transportation Improvement Program (TIP) and 2013 Annual Construction Program (Item 17). The revenues and expenses for this project are currently included in the Road Fund 2013/2014 budget.

**Part II: Estimated Revenues**

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	RF	Total	RF	Total	RF	Total
1012 Road Fund	\$1,270,525	\$1,270,525	\$403,803	\$403,803	\$419,896	\$419,896
<b>Total:</b>	<b>\$1,270,525</b>	<b>\$1,270,525</b>	<b>\$403,803</b>	<b>\$403,803</b>	<b>\$419,896</b>	<b>\$419,896</b>

II.A - Describe the type of revenue (grant, fees, etc.)

This project will be funded by Federal Surface Transportation Program grant funds, projected private partnerships, traffic impact fees and Road Fund.

**Part III: Estimated Expenditures**

III.A - Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		RF	Total	RF	Total	RF	Total
1012 Road Fund		\$1,270,525	\$1,270,525	\$403,803	\$403,803	\$419,896	\$419,896
<b>Total:</b>		<b>\$1,270,525</b>	<b>\$1,270,525</b>	<b>\$403,803</b>	<b>\$403,803</b>	<b>\$419,896</b>	<b>\$419,896</b>

III.B = Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	RF	Total	RF	Total	RF	Total
Salary/Benefits						
Contractual	\$1,270,525	\$1,270,525	\$403,803	\$403,803	\$419,896	\$419,896
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
<b>Total:</b>	<b>\$1,270,525</b>	<b>\$1,270,525</b>	<b>\$403,803</b>	<b>\$403,803</b>	<b>\$419,896</b>	<b>\$419,896</b>

# Local Agency Standard Consultant Agreement

Consultant/Address/Telephone

Vigil Agrimis  
819 SE Morrison Street, Suite 310  
Portland, OR 97214  
(503) 274-2010

- Architectural/Engineering Agreement  
 Personal Services Agreement

Agreement Number

Project Title And Work Description

NE 10th Avenue (NE 154th to NE 164th Street)CRP #370922

Federal Aid Number

Agreement Type (Choose one)

**Lump Sum**

Lump Sum Amount \$ \_\_\_\_\_

**Cost Plus Fixed Fee**

Overhead Progress Payment Rate \_\_\_\_\_ %

Overhead Cost Method

Actual Cost

Actual Cost Not To Exceed \_\_\_\_\_ %

Fixed Rate \_\_\_\_\_ %

Fixed Fee \$ \_\_\_\_\_

**Specific Rates Of Pay**

Negotiated Hourly Rate

Provisional Hourly Rate

**Cost Per Unit of Work**

Professional Environmental Services for the permitting of a new bridge over Whipple Creek and associated roadway improvements.

DBE Participation

Yes  No \_\_\_\_\_ %

Federal ID Number or Social Security Number

Do you require a 1099 for IRS?

Yes  No

Completion Date

12/31/2020

Total Amount Authorized \$ 827,997

Management Reserve Fund \$ 82,799

Maximum Amount Payable \$ 910,796

## Index of Exhibits

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Exhibit A-1 Scope of Work             | <input checked="" type="checkbox"/> Exhibit G-2 Fee-Sub Specific Rates                   |
| <input type="checkbox"/> Exhibit A-2 Task Order Agreement                 | <input checked="" type="checkbox"/> Exhibit G-3 Sub Overhead Cost                        |
| <input type="checkbox"/> Exhibit B-1 DBE Utilization Certification        | <input checked="" type="checkbox"/> Exhibit H Title VI Assurances                        |
| <input checked="" type="checkbox"/> Exhibit C Electronic Exchange of Data | <input checked="" type="checkbox"/> Exhibit I Payment Upon Termination of Agreement      |
| <input type="checkbox"/> Exhibit D-1 Payment – Lump Sum                   | <input checked="" type="checkbox"/> Exhibit J Alleged Consultant Design Error Procedures |
| <input type="checkbox"/> Exhibit D-2 Payment – Cost Plus                  | <input checked="" type="checkbox"/> Exhibit K Consultant Claim Procedures                |
| <input checked="" type="checkbox"/> Exhibit D-3 Payment – Hourly Rate     | <input type="checkbox"/> Exhibit L Liability Insurance Increase                          |
| <input checked="" type="checkbox"/> Exhibit D-4 Payment – Provisional     | <input checked="" type="checkbox"/> Exhibit M-1a Consultant Certification                |
| <input type="checkbox"/> Exhibit E-1 Fee – Lump/Fixed/Unit                | <input checked="" type="checkbox"/> Exhibit M-1b Agency Official Certification           |
| <input checked="" type="checkbox"/> Exhibit E-2 Fee – Specific Rates      | <input checked="" type="checkbox"/> Exhibit M-2 Certification – Primary                  |
| <input checked="" type="checkbox"/> Exhibit F Overhead Cost               | <input checked="" type="checkbox"/> Exhibit M-3 Lobbying Certification                   |
| <input checked="" type="checkbox"/> Exhibit G Subcontracted Work          | <input checked="" type="checkbox"/> Exhibit M-4 Pricing Data Certification               |
| <input type="checkbox"/> Exhibit G-1 Subconsultant Fee                    | <input type="checkbox"/> App. 31.910 Supplemental Signature Page                         |

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_,

between the Local Agency of Clark County, Washington, hereinafter called the "AGENCY",

and the above organization hereinafter called the "CONSULTANT".

**WITNESSETH THAT:**

**WHEREAS**, the AGENCY desires to accomplish the above referenced project, and

**WHEREAS**, the AGENCY 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 for the PROJECT; and

**WHEREAS**, the CONSULTANT represents that he/she is in compliance 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 work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

**II Scope of Work**

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

**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 Federal, State, 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 work in sufficient detail so that the progress of the work can easily be evaluated.

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

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."

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 this PROJECT, 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 PROJECT, shall be without liability or legal exposure to the CONSULTANT.

#### **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 be completed by the date shown in the heading of this AGREEMENT under 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 or 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 work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

#### **VI Sub-Contracting**

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Highways and Local Programs Project Development Engineer in consultation with the AGENCY.

#### **VII Employment**

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 the 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 the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

### **VIII Nondiscrimination**

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964  
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973  
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973  
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975  
(42 USC Chapter 76 Section 6101 et. seq.)

Civil Rights Restoration Act of 1987  
(Public Law 100-259)

American with Disabilities Act of 1990  
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CPR Part 200

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 "H" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "H" 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 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 as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work 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 herein above, 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 such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work 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 work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work 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 above.

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 default 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.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work 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 work 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 complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work 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 XIV.

### **XI Disputes**

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination 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 de novo 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", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

### **XII Venue, Applicable Law, and Personal Jurisdiction**

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in 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 to such action shall 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.



### **XIII Legal Relations**

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

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

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against 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.

Unless otherwise specified in the 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 the 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 and property damage insurance in an aggregate amount not less than two million dollars (\$2,000,000) for bodily injury, including death and property damage. The per occurrence amount shall not exceed one million dollars (\$1,000,000).
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the 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 the AGENCY.

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 shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

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

#### **XIV Extra Work**

- A. The AGENCY may at any time, by written order, make changes within the general scope of the 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 work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the 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 the 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 the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the 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.

#### **XV Endorsement of Plans**

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

#### **XVI Federal and State Review**

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

#### **XVII Certification of the Consultant and the Agency**

Attached hereto as Exhibit "M-1 (a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over \$100,000 and Exhibit "M-4" is required only in AGREEMENTS over \$500,000.

#### **XVIII 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 an amendment to this AGREEMENT.

#### **XIX 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 agreements contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

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.

APPROVED AS TO FORM ONLY:

Anthony F. Golik  
Prosecuting Attorney

By: \_\_\_\_\_

Christopher Horne  
Deputy Prosecuting Attorney

FOR CLARK COUNTY, WASHINGTON

By: \_\_\_\_\_  
Peter Capell, P.E.  
Public Works Director/County Engineer

FOR: \_\_\_\_\_

By: \_\_\_\_\_

TITLE: \_\_\_\_\_

## **Exhibit A-1 Scope of Work**

**February 28, 2013**

### **Environmental Services for**

### **NE 10<sup>th</sup> Avenue Improvements From NE 154<sup>th</sup> Street to NE 164<sup>th</sup> Street (including a new bridge over Whipple Creek)**

This Scope of Work is provided in accordance with the Local Agency Standard Consultant Agreement for Consulting Services for Environmental Services and Regulatory Compliance, by and between CLARK COUNTY, WASHINGTON, after this called "County," a municipal corporation of the State of Washington, and VIGIL-AGRIMIS, INC., after this called "Consultant." All provisions outlined in the Local Agency Standard Consultant Agreement shall apply to work performed by the Consultant in the execution of this task order.

#### **UNDERSTANDING**

Clark County is interested in connecting two sections of NE 10<sup>th</sup> Avenue and building a new bridge over Whipple Creek. The proposed improvements to NE 10<sup>th</sup> Avenue will extend from NE 154<sup>th</sup> Street to NE 164<sup>th</sup> Street. The overall scope of the project will include widening the narrow existing portion of NE 10<sup>th</sup> between 154<sup>th</sup> and 155<sup>th</sup>, spanning over the Whipple Creek canyon with a new bridge, and completing roadway improvements north to 164<sup>th</sup>. Intersection improvements at NE 154<sup>th</sup> and NE 164<sup>th</sup> are also planned.

Clark County has asked Vigil-Agrimis, Inc. (VAI) to complete the environmental documentation for this project (including an Environmental Assessment (EA)) as well as complete the hydraulic engineering for this project. EA tasks will be lead by Environmental Science Associates (ESA) as a subconsultant to VAI. Cultural resources tasks will be performed by Archaeological Investigations Northwest, Inc. (AINW) as a subconsultant to VAI. Hazardous materials; Phase 1 and Phase 2 environmental site assessment, if needed; and geology and soils studies will be performed by GeoDesign as a subconsultant to VAI. VAI, ESA, AINW, and GeoDesign, collectively called the Environmental Team, will be part of a larger project team managed by the County's Project Manager. VAI staff will be coordinating with County staff who will be managing the project and also completing civil design tasks. VAI and the Environmental Team will also be coordinating with the Structural Team, consisting of KPFF, who will be completing the structural design of the bridge, and their geotechnical services subconsultant, GeoDesign. Collectively, the Environmental Team, the Structural Team, and County staff make up the Project Team.

The Environmental Team, working in conjunction with KPFF, have drafted an Approximate Area of Potential Effect (APE) (dated 2-22-13) (**Figure 1**) *for scoping purposes only* on which we are basing our cost estimates. The Project Team will work together to further refine the project APE for the EA and the rest of the project.

## **SCOPE OF SERVICES**

### **TASK 1. PROJECT MANAGEMENT**

#### **Task 1a. Overall Project Management**

Vigil-Agrimis, Inc. will complete routine project management tasks to successfully manage the VAI project elements. We will hold internal meetings with staff and attend meetings with the Structural Team, Environmental Team, and Clark County. We will coordinate by phone and e-mail. We will manage scope, schedule, and budget and complete monthly invoices.

#### ***Deliverables:***

- Regular in-person meetings with County and KPFF staff (two meetings per month while environmental tasks are active for a maximum of 56 meetings) as well as subconsultant staff, as needed
- Regular informal coordination between Clark County, Structural Team, and Environmental Team
- Monthly invoices and monthly activity summaries

#### **Task 1b. Contracting/Project Scoping**

Vigil-Agrimis, Inc. will work with the County, Structural Team, and Environmental Team to develop approach and scope of services. VAI will work with County to review rates, overhead, and fee estimate to be included in final contract.

#### ***Deliverables:***

- Three in-person meetings with County and KPFF staff as well as select subconsultant staff, if needed
- Regular informal coordination between Clark County, Structural Team, and Environmental Team
- Preliminary Draft, Draft, and Final Scope of Work and Fee Estimate

### **TASK 2. ALTERNATIVES ANALYSIS**

#### **Task 2a. BRIDGE ALTERNATIVES ANALYSIS**

Vigil-Agrimis, Inc. and the Environmental Team will participate in the bridge alternatives analysis by reviewing alternatives presented by KPFF and Clark County in terms of their hydraulic and environmental implications. In addition, ESA will participate in preparation of the bridge alternatives analysis in order to ensure that the analysis will meet the needs of the EA. This task is associated with review and input on information prepared by others so there will not be any formal deliverables from VAI for this task.

#### **Task 2b. ALIGNMENT ALTERNATIVES ANALYSIS**

Vigil-Agrimis, Inc. and the Environmental Team will participate in the alignment alternatives analysis by reviewing alternatives presented by KPFF and Clark County in terms of their hydraulic and environmental implications. In addition, ESA will participate in preparation of the alignment alternatives analysis in order to ensure that the analysis will meet the needs of the EA. This task is associated with review and input on information prepared by others so there will not be any formal deliverables from VAI for this task.

ESA will prepare a memo summarizing the results of the alternative analyses (Tasks 2a and 2b). Each alternative considered will be briefly described, the reasons for elimination or moving the alternative forward will be explained, and will include the rating criteria matrix used during the screening process. It will also provide a detailed description (to the extent information is available) of the preferred alternative to be analyzed in the EA. The memo will be used to write the Project Description and Alternatives section of the EA (see Task 5b.2 below), and will become part of the National Environmental Policy Act (NEPA) administrative record.

***Deliverables:***

- Draft and Final Alternative Analyses Memorandum to become part of the NEPA administrative record (ESA)

**TASK 3. HYDROLOGY AND HYDRAULICS ANALYSIS**

VAI will complete a hydrologic analysis of Whipple Creek at the bridge site, to determine various storm frequency flow rates. Flow rates of interest may include the ordinary high water (OHW) and bankfull flow rates and 2- through 500-year flow rates.

VAI will complete a hydraulic and geomorphic analysis of the stream in the vicinity of the bridge site to assist with the design and permitting processes. These analyses will conform to Washington State Department of Transportation (WSDOT) and Federal Highways Administration (FHWA) standards. Information from these analyses will be used to inform the design process for floodplain analysis, bridge and abutment geometries, scour protection, bank stabilization, erosion control, and associated design elements. This work will also assist with Task 5c.4 which describes the Water Resources Discipline Report for the EA.

The results of the hydrologic and hydraulic analysis will be summarized in the following documents:

- *Preliminary Hydrologic and Hydraulic Analysis Technical Memorandum*: This report will document the preliminary hydrology and hydraulics of the existing conditions and will provide guidance for the bridge design and TS&L report.
- *Draft and Final Bridge Hydraulics Report*: This report will document the hydrology and hydraulics of the proposed bridge design, identify the key elements of any bank protection measures, and contribute to environmental permitting documentation such as the floodplain permit.

***Deliverables:***

- Draft and Final Preliminary Hydrologic and Hydraulic Analysis Technical Memorandum
- Draft and Final Bridge Hydraulics Report

**TASK 4. TYPE, SIZE AND LOCATION (TS&L) REPORT**

Vigil-Agrimis, Inc. and the Environmental Team will participate in preparation of the TS&L Report by providing information completed in other tasks (for inclusion in the report), and reviewing the draft TS&L report for coordination and consistency with water resources and environmental aspects of the project. In addition, ESA will participate in preparation of the Type, Size, and Location Report in order to ensure that the TS&L report will meet the needs of

the Environmental Assessment (EA). This task is associated with review and input on information prepared by others so there will not be any formal deliverables from the Environmental Team for this task.

## **TASK 5. ENVIRONMENTAL ASSESSMENT**

### **TASK 5a. Environmental Assessment (EA) Scoping Process**

VAI and ESA will work closely with the County and Structural Team to integrate the NEPA public involvement requirements into the overall public involvement plan. This task will include preparation for one public scoping meeting. We will also advise and assist with other opportunities to engage the public and stakeholders to reduce conflicts and garner support for the project. After the meeting, ESA will compile and organize public and agency comments received during the scoping period. We will prepare a Draft Scoping Report for review by the County and WSDOT. The report will be revised to incorporate County and WSDOT review comments. A Final Scoping Report will then be prepared and circulated to the Project Team.

**Assumptions.** The class of NEPA action will be determined in coordination with WSDOT immediately after receipt of notice to proceed. This scope of work assumes that a NEPA EA will be the appropriate level of documentation. One public scoping meeting is assumed. The time allotted for this task assumes receipt of no more than 100 individual scoping comments (for example, one letter raising five separate concerns equals five individual comments). If substantially more comments are received during the scoping period, it may be necessary to amend this scope and budget. This task also assumes only one round of review of the Draft Scoping Report by the County and WSDOT.

#### ***Deliverables:***

- Draft and Final Scoping Report

### **TASK 5b. Preparation of Environmental Assessment**

ESA will lead the preparation of the Environmental Assessment (EA) with VAI assisting. ESA will write all sections of the EA, with assistance from VAI as needed, except for the Affected Environment and Environmental Consequences and Mitigation sections. For both the Affected Environment section and the Environmental Consequences and Mitigation section, VAI will review the following resources:

- Geology and Soils
- Water Resources (Floodplain, Surface Water, and Groundwater)
- Wetlands
- Biological Resources (Vegetation, Wildlife, Fish and Aquatic Resources)

In these same two sections, ESA will evaluate the following resources:

- Air Quality
- Transportation
- Noise
- Hazardous Materials
- Social & Economics
- Visual Quality Analysis
- Cultural Resources
- Land Use
- Energy

ESA will lead the writing of the Cumulative Impacts section for all resources.

**Task 5b.1. Develop Statement of Purpose and Need**

ESA will lead this task and will work closely with Clark County to prepare a draft statement of Purpose and Need. The purpose and need should be defined considering the County's goals and objectives. Upon approval of a draft statement by the County and WSDOT, we will prepare a final Statement of Purpose and Need to be included in the EA process.

***Deliverables:***

- Draft and Final Purpose and Need Statement (Final Purpose and Need Statement to be included in the EA and the Notice of Availability; it is not a separate deliverable)

**Task 5b.2. Project Description and Alternatives**

ESA will lead the incorporation of information from the Alternatives Analysis and TS&L into the EA. The Preferred Alternative chosen by the County at the conclusion of the alternatives screening will be described as the Proposed Action in the EA. It is expected that there will be two alternatives - proposed action and a no-action - that will be fully analyzed in the EA. In addition, the EA will include an Alternatives Considered but Rejected section that will briefly describe the alternatives that were rejected during the Alternatives Analysis process and why.

**Task 5b.3. Affected Environment**

The EA will succinctly describe the existing environmental conditions of the potentially affected geographic area in a manner that is pertinent to the impact and commensurate with its importance. The majority of the information on the existing conditions will be derived from the completed Discipline Reports (outlined below in Task 5c) and supplemented by additional research, site visits, and County information where necessary. VAI and ESA will assemble the information and succinctly describe only those environmental resources the proposed action and alternative are likely to affect. The amount of information on a potentially affected resource will be based on the extent of the expected impact.

**Task 5b.4. Environmental Consequences and Mitigation**

VAI and ESA will prepare concise summaries of the Discipline Report analyses for the potential environmental impacts that the proposed action and alternatives may cause, such that the EA can support a WSDOT NEPA decision. The EA will also include descriptions of the conceptual



measures the County proposes to mitigate the identified environmental impacts. VAI and ESA will coordinate with the County and the consultant team to develop qualitative explanations of each mitigation measure and will describe how each would avoid or reduce the adverse environmental effects.

**Task 5b.5. Cumulative Impacts**

ESA will lead the preparation of a summary of the Cumulative Impacts section from each of the individual Discipline Reports for inclusion in the EA. The overall cumulative impact of the proposed project and the consequences of subsequent related actions must be considered. CEQ 1508.7 states that “cumulative impact” is the impact that results from “the incremental impact of the action when added to other past, present, and reasonably foreseeable future actions regardless of the agency or person undertaking those other actions.” The list of actions in the Cumulative Impacts section shall include, but is not limited to, planned capital improvements in the vicinity, reasonably foreseeable regional projects, and other past, current, or planned development within the vicinity. This section will also look at potential indirect impacts of the project, such as improved access creating a demand for additional development in the vicinity.

**Task 5b.6. Prepare Draft EA**

ESA will prepare the Draft EA which will contain a cover sheet, a table of contents, Executive Summary, purpose and need statement, description of the proposed action and alternatives, affected environment, environmental consequences and mitigation, cumulative impacts, and appendices. A Preliminary Draft EA will be prepared and reviewed by VAI, KPFF, and the County. In addition, Discipline Report preparers will review their corresponding EA sections. This review will take place prior to review by WSDOT. All comments and changes will be incorporated into the EA as appropriate. A Revised Draft EA will then be circulated to VAI, KPFF, and the County for another round of review, and again to WSDOT for their input. Final revisions to the document will be made to produce a Camera-Ready Draft EA for review by VAI, KPFF, the County, and Discipline Report preparers reviewing their corresponding EA sections, as needed. Upon approval, the Notice of Availability and Draft EA will be distributed for review by the public, tribes, and other agencies and published in the Federal Register. The public comment period will commence at the time of publication and extend for at least 30 days.

**Task 5b.7. Public Hearing**

A public hearing will be conducted no sooner than 16 days following the release of the Draft EA. The Project Team will assist in preparation of materials that would be used at the hearing, such as maps and other graphics. Members of the Project Team will be available to attend the public hearing in order to address specific issues raised, as well as assisting the County with the dissemination of project information to the public. ESA will coordinate with County staff concerning the logistics of the public hearing, but will not be responsible for securing the venue or facilitation of the meeting. Comments concerning the Draft EA will be sent to the Project Team following the close of the 30-day public comment period.

**Assumptions.** The County and/or their public involvement consultant will take the lead on coordination of all public meetings. It is assumed that VAI will produce a maximum of 4 posters for the meeting and that a maximum of two VAI staff and two ESA staff will attend the public meeting.

**Task 5b.8. Comment Summary**

ESA will collect and organize by subject matter all comments received during the public comment period using WSDOT's document review and comment response form. The form will be disseminated to the Project Team by discipline area for input and responses to the comments. ESA will then compile one complete set of comments and draft responses for review by the County and WSDOT. The review comments will then be incorporated.

**Assumptions.** The time allotted for this task assumes receipt of no more than 100 individual comments on the Draft EA (for example, one letter raising five separate concerns equals five individual comments). If substantially more comments are received during the 30-day comment period, it may be necessary to amend this scope and budget. This task also assumes only one round of review of the comment matrix by the County and WSDOT.

**Task 5b.9. Prepare Final EA/Finding of No Significant Impact**

After acceptance of the draft responses to comments, a Preliminary Final EA/FONSI will be prepared by ESA. The final document will contain a cover, title sheet, description of the proposed action, description of all EA coordination, comment and response summary, any required additional analysis, and appendices. The document will be reviewed by VAI, KPFF, and the County prior to review by WSDOT. All comments and changes will be incorporated into the Final EA/FONSI as appropriate. A Revised Final EA/FONSI will then be circulated to VAI, KPFF, and the County for another round of review, and again to WSDOT for their input. Final revisions to the document will be made to produce a Camera-Ready Final EA/FONSI for review by VAI, KPFF, and the County. Upon approval, the Final EA/FONSI will be distributed to the public, tribes, and other agencies and published in the Federal Register.

**Assumptions.** This task assumes that all project impacts can be mitigated and the EA will result in a Finding of No Significant Impacts.

***Deliverables for Task 5:***

- Draft EA
- Preliminary Final EA/FONSI
- Revised Final EA/FONSI
- Camera-Ready Final EA/FONSI
- Final EA/FONSI

**Task 5c. Technical Memorandums/Discipline Reports in Support of EA**

We assume that the following Technical Memorandum (TM), Discipline Reports (DR), and reports following agency formats will be needed for this project to support the EA. These TM, DR, and additional reports following agency formats will become appendices in the EA:

- Air Quality – DR
- Transportation – DR
- Geology & Soils – DR
- Water Resources – DR (includes Floodplain, Surface Water, and Groundwater)
- Noise – DR
- Hazardous Materials – DR
- Social & Economics – TM
- Visual Quality Analysis – TM
- Biological Resources– DR (includes Vegetation, Wildlife, Fish, and Aquatic Resources)

The Biological Assessment, Wetland Delineation Report, and Cultural Resource Survey Report will also serve as supporting documents for the EA (appendixes) and are included in their respective scope sections. Report authors will refer to the WSDOT *Environmental Procedures Manual*, dated June 2012, or as updated during the project. The author(s) of the DR/TM/additional reports will write their respective EA sections, except as noted.

**Assumptions.** This task assumes that the above-listed TM, DR, and reports following agency formats will be adequate to address all EA supporting document needs. We are assuming that no Land Use or Energy DR or TM will be needed. If it is determined that additional TM, DR, and/or other reports are required, additional scope and budget will be needed.

#### **Task 5c.1. Air Quality Discipline Report (ESA)**

The Clark County area is not located in a “non-attainment” area for any criteria pollutants; however, it is located within a maintenance area for both ozone and carbon monoxide, as designated by Washington State Department of Ecology. Federal General Conformity Requirements state that projects in maintenance areas are required to perform project-level air quality and dispersion analyses for project-related intersections where traffic delays may result in increased CO levels.

ESA will prepare a Discipline Report (DR) to document the project’s compliance with all state and federal air quality regulations per the Air Quality Analysis guidance in the WSDOT Environmental Procedures Manual, Chapter 425 (June 2012). The air quality analysis will consider traffic-related emissions at an agreed-upon number of roundabouts and intersections with stop signs in the project vicinity. If quantitative assessment is determined necessary, ESA will employ either the CAL3QHC dispersion model or the AERMOD dispersion model to conduct a hot-spot analysis for carbon monoxide. ESA will compute vehicle emission rates using the new MOVES emission factor model. The DR will also provide a cursory greenhouse gas (GHG) analysis, as is recommended by WSDOT.

A Preliminary Draft Air Quality DR will be prepared for review by VAI, KPFF, and the County. A Revised Draft Air Quality DR will then be circulated to VAI, KPFF, and the County for another round of review, and to WSDOT for their input. Final revisions to the document will be made to produce a Camera-Ready Draft Air Quality DR for review by VAI, KPFF, and the County. The final document will be included in the NEPA EA as an appendix. The Air Quality

DR will be amended as necessary based on comments received during the public comment period for the EA. Preparation of a Final Air Quality DR will follow the same review cycles as the Draft.

**Assumptions.** This task assumes concurrence by WSDOT that a Discipline Report is the appropriate level of documentation for analysis of potential air quality impacts resulting from the project.

**Deliverables:**

- 1<sup>st</sup> Draft Air Quality DR – VAI & KPFF/County review
- 2<sup>nd</sup> Draft Air Quality DR – County/WSDOT
- 3<sup>rd</sup>/Camera-Ready Air Quality DR –VAI & KPFF/County
- 4<sup>th</sup>/Final Air Quality DR – Production

**Task 5c.2. Transportation Discipline Report (Clark County to supply; EA sections to be written by ESA)**

Clark County will provide the Transportation Discipline Report. We are assuming that Clark County's subconsultant, Kittelson & Associates, Inc., has already written an existing conditions transportation discipline report. The County will need to have Kittelson & Associates, Inc., update/modify this report to include the EA alternatives and to format the report into the appropriate discipline report format. ESA will coordinate with the County on this task.

**Task 5c.3. Geology and Soils Discipline Report (GeoDesign; EA sections to be written by VAI)**

GeoDesign will complete a Geology and Soils Discipline Report in accordance with WSDOT's *Geology and Soils Discipline Report Checklist*, dated June 2010 to identify and describe the regional and site specific geologic setting, geologic hazards, topography, and soil types for the project area. The purpose of this study is to document geologic conditions and potential environmental and geotechnical impacts for each project alternative and to serve as input to the EA process. The study will include an appropriate level of documentation and analysis necessary to allow transportation staff to make informed decisions regarding the selection of alternatives, mitigation measures, and/or the necessity of initiating early coordination with relevant regulatory agencies. The specific scope of GeoDesign's services is summarized below.

- Attend project meetings as requested.
- Review readily available information regarding geologic and groundwater conditions within the project area including information obtained during Department of Ecology file reviews, geologic and groundwater reports for the area. Review the *Preliminary Hydrologic and Hydraulic Analysis Technical Memorandum* and the *Water Resources Discipline Report* for the project area as available and provided by VAI.
- Review federal, tribal, state, and local ordinances and regulations to help identify and document local critical/sensitive areas susceptible to erosion, slope instability, earthquakes, and other significant geologic hazards that may impact the project.
- Review reasonably ascertainable standard historical sources, including aerial photographs, U.S. Geological Survey topographic maps, geologic maps and publications, available groundwater

- Conduct a visual reconnaissance of the project area and adjacent properties from existing public access corridors to obtain information regarding existing geologic and soils related conditions and hazards on, at, in, or adjacent to the project area.
- Based on the information obtained, identify areas where geologic conditions may pose significant risk to the project area. Identify specific geologic hazards, soil conditions, and groundwater conditions that may affect the project design, the environment during construction, and/or create significant construction impacts. Evaluate the type of potential impact (standard or project-specific) and provide potential mitigation options to avoid and/or minimize each identified impact to the project.
- Prepare a draft Geology and Soils Discipline Report in general accordance with the WSDOT's *Geology and Soils Discipline Report Checklist*. The draft report will summarize the findings and conclusions of this study and include recommendations and cost estimates for additional assessment for specific areas or design alternatives that may affect either design or construction, as appropriate. Respond to comments to the draft report and incorporate comments into a final Geology and Soils Discipline Report.
- Support VAI on Task 6i, Geological Hazard Application

**Assumptions.** This task assumes concurrence by WSDOT that a Discipline Report is the appropriate level of documentation for analysis of geology and soils for the project.

***Deliverables:***

- 1<sup>st</sup> Draft Geology and Soils DR – VAI, ESA, & KPFF/County review
- 2<sup>nd</sup> Draft Geology and Soils DR – County/WSDOT
- 3<sup>rd</sup>/Camera-Ready Geology and Soils DR – VAI, ESA, & KPFF/County
- 4<sup>th</sup>/Final Geology and Soils DR – Production

**Task 5c.4. Water Resources Discipline Report (VAI)**

VAI will write a Water Resources DR which will cover the requirements of the Floodplain, Surface Water, and Groundwater Discipline Reports. This task builds upon Task 3, Hydrology and Hydraulics Analysis, and serves to support the EA. VAI will refer to the WSDOT Discipline Report Checklists dated June 2010 for Floodplain, Surface Water, and Groundwater. This work will include the following tasks to be conducted by VAI staff:

- Attend project meetings as requested.
- Review readily available information regarding floodplains, surface water, water quality, and groundwater within the project area. This includes a review of federal, state, and local ordinances and regulations.
- Review reasonably ascertainable standard historical sources, including aerial photographs, water quality publications, published documents on Whipple Creek, available groundwater information, and GIS information obtained through public domain or provided by Clark County. Review the *Wetland Delineation* and the *Geology and Soils Discipline Report (provided by GeoDesign)* for the project area as available.
- Conduct a visual reconnaissance of the project area to review channel stability, review site geomorphology, identify and map site drainage and stormwater outfalls and develop figures to

- Identify the limits of and map the existing 100 year flood plain.
- Evaluate the type of potential impacts (standard or project-specific) to water resources and provide potential mitigation options to avoid and/or minimize each identified impact to the project.
- Address water quality, stormwater impacts, roadway impacts to water quality, and water quality issues related to potential changes in development.
- Develop the Water Resources DR. This DR will summarize the findings and conclusions of the water resources study and summarize differences between alternatives as they relate to water resources.

**Assumptions.** This task assumes concurrence by WSDOT that a Water Resources Discipline Report is the appropriate level of documentation for analysis of floodplains, surface water, and groundwater for the project.

***Deliverables:***

- 1<sup>st</sup> Draft Water Resources DR – ESA & KPFF/County review
- 2<sup>nd</sup> Draft Water Resources DR – County/WSDOT
- 3<sup>rd</sup>/Camera-Ready Water Resources DR – ESA & KPFF/County
- 4<sup>th</sup>/Final Water Resources DR – Production

**Task 5c.5. Noise Discipline Report (ESA)**

ESA will prepare a Noise DR to document the potential effects of noise from the 10<sup>th</sup> Avenue Improvements project on surrounding land uses in accordance with Title 23 Code of Federal Regulations Part 772 “Procedures for Abatement of Highway Traffic Noise and Construction Noise,” and the WSDOT Traffic Noise Abatement Policy and Procedures dated October 2012. Accordingly, the level of effort described herein has been right-sized for the proposed project. ESA will provide the following services:

- Conduct a reconnaissance of the project study area to identify all of the land uses and locate noise sensitive properties adjacent to the project corridor that have the potential to be impacted by traffic noise with the proposed improvements.
- ESA will use precision sound level meters for all noise measurements. ESA will conduct measurements at locations agreed upon by ESA staff, WSDOT and the County. All measurements will be conducted for a duration of 15 minutes at sites located within 100 feet of the centerline of the proposed roadway. For these locations, three 15-minute repetitions will be conducted during both morning (7am-noon) and afternoon (Noon-5pm) periods over a minimum of two days. The resultant Leq’s will then be averaged to arrive at an existing noise level for nearby noise sensitive land uses.
- For the purpose of computer model validation, one set of three 15-minute measurements will be conducted at a location adjacent to existing 10<sup>th</sup> Avenue. During each of the monitoring periods, traffic data, including vehicle counts, fleet mix, and vehicle speeds, will be observed and recorded. The observed traffic data, along with the site conditions, will be used as input into the FHWA’s Traffic Noise Model (TNM) to determine if the computer model can “recreate” the measured noise levels. Consistent with WSDOT procedures, the measured and

- The FHWA TNM Version 2.5 will be used to predict traffic noise levels with the proposed improvements to 10<sup>th</sup> Avenue. The noise evaluation will include an analysis of traffic noise exposure in terms of peak-hour Leq at noise-sensitive locations identified adjacent to the project corridor.
- The results of the noise measurements and the computer modeling, impact assessment, and abatement alternatives and recommendations (if necessary) will be presented in the Noise DR.

A Preliminary Draft Noise DR will be prepared for review by VAI, KPFF, and the County. After receipt of comments, a Revised Draft Noise DR will then be circulated to VAI, KPFF, and the County for another round of review, and to WSDOT for their input. Final revisions to the document will be made to produce a Camera-Ready Draft Noise DR for review by the VAI, KPFF, and the County. The final document will be included in the NEPA EA as an appendix. The Noise DR will be amended as necessary based on comments received during the public comment period for the EA. Preparation of a Final Noise DR will follow the same review cycles as the Draft.

**Assumptions.** This task assumes concurrence by WSDOT that a Discipline Report is the appropriate level of documentation for analysis of potential noise impacts resulting from the project.

***Deliverables:***

- 1<sup>st</sup> Draft Noise DR – VAI & KPFF/County review
- 2<sup>nd</sup> Draft Noise DR – County/WSDOT
- 3<sup>rd</sup>/Camera-Ready Noise DR – VAI & KPFF/County
- 4<sup>th</sup>/Final Noise DR – Production

**Task 5c.6. Hazardous Materials Discipline Report & Phase 1 Environmental Site Assessment (ESA) (GeoDesign; EA sections to be written by ESA)**

GeoDesign will conduct an assessment to identify and describe known or possible hazardous materials contamination that may affect the project area, and summarize the findings of this assessment in a Hazardous Materials Discipline Report. The purpose of the hazardous materials discipline report is to document previous hazardous materials studies and serve as input to the EA process. The study will include an appropriate level of documentation and analysis necessary to allow transportation staff to make informed decisions regarding the selection of alternatives, mitigation measures, and/or the necessity of initiating early coordination with relevant regulatory agencies. The study will identify sites that may (1) affect the environment, (2) create significant construction impacts, and/or (3) incur cleanup liability to the department. The study will also provide information to evaluate whether additional hazardous material investigations are necessary to support future estimates of site cleanup and construction costs and to assess Clark County's liability associated with the project. Sites that require a degree of consideration during project development include (1) locations within the proposed right-of-way

(ROW) where contaminants in soil or groundwater could affect design or the cost of construction, including adjacent or hydraulically upgradient properties with a potential to affect construction activity, and (2) properties currently considered for acquisition.

GeoDesign will refer to the WSDOT *Environmental Procedures Manual*, dated June 2012, and will complete the study in accordance with the *Guidance and Standard Methodology for WSDOT Hazardous Materials Discipline Reports*, dated June 2009.

If the results of the Hazardous Materials Discipline Study indicate the presence of a specific property or properties that may affect the environment during construction, create significant construction impacts, and/or incur cleanup liability to Clark County, a Phase I Environmental Site Assessment (ESA) may be completed. The purpose of the Phase I ESA is to undertake all appropriate inquiries into prior ownership and uses of the property so that a prospective property purchaser may potentially claim protection from Comprehensive Environmental Response, Compensation and Liability Act and/or state liability as an innocent landowner, a bona fide prospective purchaser, or a contiguous property owner. The standards and practices for all appropriate inquiries are specified in Title 40, Chapter I of the Code of Federal Regulations (CFR) Part 312. In addition, the American Society for Testing and Materials (ASTM) developed Practice E 1527-05 to define good commercial and customary practice for conducting a Phase I ESA.

Based on our understanding of WSDOT requirements and our experience with similar projects, Phase I ESAs are typically completed where there is either a full acquisition of a property or a partial acquisition that includes the developed portions of a property. Based on our current understanding of the project, it appears that up to seven properties may involve either full acquisition or the acquisition of the developed portions of these properties. However, many of these properties are either adjacent to each other or in close enough proximity to combine multiple properties into one Phase I ESA report. Therefore, at this time we anticipate that up to three Phase I ESAs may be completed during the course of this study.

**Assumptions.** This task assumes concurrence by WSDOT that a Discipline Report is the appropriate level of documentation for analysis of hazardous materials for the project.

***Deliverables:***

- 1<sup>st</sup> Draft Hazardous Materials DR – VAI, ESA, & KPFF/County review
- 2<sup>nd</sup> Draft Hazardous Materials DR – County/WSDOT
- 3<sup>rd</sup>/Camera-Ready Hazardous Materials DR – VAI, ESA, & KPFF/County
- 4<sup>th</sup>/Final Hazardous Materials DR – Production
- Draft and Final Phase I ESA (up to 3 Phase I ESAs are anticipated)

**Task 5c.6.a Contingency Item - Phase II Environmental Site Assessment (GeoDesign; EA sections to be written by ESA)**

If the results of the Phase I ESA (Task 5c.6) indicate the presence or likely presence of a release of hazardous materials or petroleum products at a property, a Phase II ESA may be completed. The purpose of the Phase II ESA is to obtain sound, scientifically valid data concerning actual property conditions related to a release of hazardous substances or petroleum products at the property, provide information relevant to taking reasonable steps to prevent or limit exposure to hazardous substances or



petroleum products, and to provide information relevant to evaluating business environmental risks and/or human health or environmental risks. The Phase II ESA will be completed in general accordance with ASTM Practice E1903-11, *Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process*. The specific scope of the Phase II ESA will be based on the results of the Hazardous Materials Discipline Study Report and/or the Phase I ESA report.

If the results of the Phase I ESAs indicate the presence of recognized environmental conditions associated with a property, a Phase II ESA is typically completed. With the exception of a Clark Public Utilities District electrical substation located at the northwestern corner of NE 154<sup>th</sup> Avenue and NE 10<sup>th</sup> Street, the properties located within and adjacent to the project area are primarily residential. However, some associated commercial or industrial use may also be present. Based on our experience with similar sites, the presence of underground storage tanks or industrial activity at a property with an active or historic septic system generally requires a Phase II ESA. At this time we anticipate that up to two Phase II ESAs may be completed during the course of this study.

***Deliverables:***

- Contingency Item: Draft and Final Phase II ESA (up to 2 Phase II ESAs are anticipated)

**Task 5c.7. Social & Economics Technical Memorandum (ESA)**

A Social and Economics TM will be prepared to analyze the project effects on human populations in compliance with Chapter 458 of the WSDOT Environmental Procedures Manual. The analysis will cover the social, economic, and environmental justice effects of the proposed roadway improvements. The TM will include demographic and zoning information for the affected area and describe the public outreach efforts by the County to include all populations in the area. To the extent possible, the analysis will also include a description of the anticipated indirect impacts on development patterns resulting from the creation of new access. Finally, the TM will describe the property acquisition process for procurement of County right-of-way areas.

A Preliminary Draft Social and Economics TM will be prepared for review by VAI, KPFF, and the County. After receipt of comments, a Revised Draft Social and Economics TM will then be circulated to VAI, KPFF, and the County for another round of review, and to WSDOT for their input. Final revisions to the document will be made to produce a Camera-Ready Draft Social and Economics TM for review by VAI, KPFF, and the County. The final document will be included in the NEPA EA as an appendix. The Social and Economics TM will be amended as necessary based on comments received during the public comment period for the EA. Preparation of a Final Social and Economics TM will follow the same review cycles as the Draft.

**Assumptions.** This task assumes concurrence by WSDOT that a Technical Memorandum is the appropriate level of documentation for analysis of potential impacts to human populations. The level of effort budgeted for this task assumes there are no Environmental Justice Populations in the project vicinity as defined by Executive Order 12898 and Executive Order 13166.

***Deliverables:***

- 1<sup>st</sup> Draft Social and Economics TM – VAI & KPFF/County review
- 2<sup>nd</sup> Draft Social and Economics TM – County/WSDOT
- 3<sup>rd</sup>/Camera-Ready Social and Economics TM – VAI & KPFF/County
- 4<sup>th</sup>/Final Social and Economics TM – Production

**Task 5c.8. Visual Quality Analysis Technical Memorandum (ESA)**

ESA will prepare a Visual Quality Analysis in compliance with Chapter 459 of the WSDOT Environmental Procedures Manual. The Visual Quality Technical Memorandum (TM) will include photographs from key viewpoints and photo simulations of the proposed project on the existing views in order to perform a qualitative analysis. Potential project impacts to key views will be discussed, and potential mitigation measures for impacts will be identified.

A Preliminary Draft Visual Quality TM will be prepared for review by the VAI, KPFF, and the County. After receipt of comments, a Revised Draft Visual Quality TM will then be circulated to VAI, KPFF, and the County for another round of review, and to WSDOT for their input. Final revisions to the document will be made to produce a Camera-Ready Draft Visual Quality TM for review by VAI, KPFF, and the County. The final document will be included in the NEPA EA as an appendix. The Visual Quality TM will be amended as necessary based on comments received during the public comment period for the EA. Preparation of a Final Visual Quality TM will follow the same review cycles as the Draft.

**Assumptions.** This task assumes concurrence by WSDOT that a Technical Memorandum is the appropriate level of documentation for analysis of potential view impacts resulting from the project. The analysis will represent features of the proposed structure to the extent they are known at the time of preparation; however, the study will not include formal architectural or artistic renderings of the structure.

***Deliverables:***

- 1<sup>st</sup> Draft Visual Quality Analysis Technical Memorandum – VAI & KPFF/County review
- 2<sup>nd</sup> Draft Visual Quality Analysis Technical Memorandum – County/WSDOT
- 3<sup>rd</sup>/Camera-Ready Visual Quality Analysis Technical Memorandum – VAI & KPFF/County
- 4<sup>th</sup>/Final Visual Quality Analysis Technical Memorandum – Production

**Task 5c.9. Biological Resources (Vegetation, Wildlife, and Fish and Aquatic Resources) Discipline Report**

VAI will prepare a Biological Resources DR to address the combined subjects of Vegetation, Wildlife, and Fish and Aquatic Resources. The Biological Resources DR will be included as an appendix in the EA. We will utilize WSDOT's Discipline Report checklists for Vegetation, Wildlife, and Fisheries as guidance in the preparation of the DR. The level of detail in the DR will be suitable for the level of impact from the proposed alternatives.

The Biological Resources DR will describe existing conditions with respect to Vegetation, Wildlife, and Fish and Aquatic Resources, and will identify potential project impacts and describe potential mitigation measures. VAI anticipates performing the following work activities

for this task:

- Review relevant and available existing documentation and data relating to site or area vegetation, wildlife, and fish/aquatic resources. Resources that may be reviewed include (but are not necessarily limited to): Washington Department of Natural Resources (DNR) Natural Heritage Program (NHP) data; Washington Department of Fish and Wildlife Priority Habitats and Species (PHS) data, sensitive species lists, and fish and wildlife distribution information; National Marine Fisheries Service (NMFS) and U.S. Fish and Wildlife Service (USFWS) species lists and reports; Clark County critical/sensitive area information; and other technical studies/discipline reports completed for this project (e.g., for wetlands, water resources).
- Communicate with agency personnel or other experts with local knowledge of plant, fish, and wildlife use of the project area. This may include contacting representatives with WDFW, USFWS, NMFS, WDNR, the Audubon Society, Clark County personnel, and/or others.
- Perform field surveys to support the evaluation of potential impacts to vegetation, wildlife, and fish/aquatic resources. The field surveys will focus on accessible properties within areas for which biological resources may be impacted by project activities. Vegetation impacts are typically limited to those areas of physical ground disturbance from construction activities. Surveys for wildlife habitat may need to consider a larger area in which sensitive wildlife have the potential to be impacted by construction noise and visibility. Surveys for fish and aquatic resources will focus on those portions of streams (Whipple Creek) potentially subject to habitat, hydrologic, and water quality impacts (e.g., from construction and post-construction stormwater runoff).
- Evaluate the type and degree of potential impacts to biological resources and provide potential mitigation options to avoid, minimize, and/or compensate for each identified impact.
- Develop the written Biological Resources DR. This DR will summarize the findings and conclusions of the Biological Resources review and summarize differences between alternatives as they relate to Biological Resources.

There will be some overlap in the content of the Biological Resources DR with that of the Biological Assessment described in Task 6b. The Biological Resources DR will be more comprehensive, however, in the sense that it will not be limited to only species and habitat protected under the federal Endangered Species Act (ESA).

A Preliminary Draft Biological Resources DR will be prepared for review by ESA, KPFF, and the County. After receipt of comments, a Revised Draft Biological Resources DR will then be circulated to the County for another round of review, and to WSDOT for their input. Final revisions to the document will be made to produce a Camera-Ready Draft Biological Resources DR for review by ESA, KPFF, and the County. The final document will be included in the NEPA EA as an appendix. The Biological Resources DR will be amended as necessary based on comments received during the public comment period for the EA. Preparation of a Final Biological Resources DR will follow the same review cycles as the Draft.

**Assumptions:** This task assumes concurrence by WSDOT that a Biological Resources Discipline Report is the appropriate level of documentation for analysis of potential vegetation, wildlife, and fish and aquatic resources impacts resulting from the project.

**Deliverables:**

- 1<sup>st</sup> Draft Biological Resources DR – ESA & KPFF/County Review
- 2<sup>nd</sup> Draft Biological Resources DR – County/WSDOT Review
- 3<sup>rd</sup>/Camera-Ready Biological Resources DR – ESA & KPFF/County
- 4<sup>th</sup>/Final Biological Resources DR - Production

**Task 5d. Administrative Record**

ESA will create a project file to support the Administrative Record. This task will commence at kick-off and will continue throughout the life of the project. ESA will supply the Project Team with standard protocols for filing and transmitting files. All County and consultant staff working on the project will be required to follow the protocol. Upon project completion, the Administrative Record will be compiled and transmitted to the County for their records.

**Deliverables:**

- Administrative Record

**Task 5e. State Environmental Policy Act (SEPA) Documentation**

ESA will build upon the NEPA tasks to make sure the project is also compliant with SEPA. Much of the work completed under Task 5b *Preparation of Environmental Assessment* will be utilized for this task. ESA will work with the County to determine the appropriate level of documentation required to satisfy all state and local SEPA regulations. The County may choose to prepare a SEPA Checklist (WAC 197-11-315) or to adopt the NEPA document (WAC 197-11-610) to satisfy the requirements. For the purposes of this scope of work and budget, it is assumed that the County will issue a Notice of Determination and an Adoption of Existing Environmental Document form for the County in order to satisfy SEPA requirements (WAC 197-11-630). The draft forms would be prepared by ESA and reviewed by the County prior to finalization. The final Notice and form would be provided to the County for signatures and publication.

**Deliverables:**

- Draft and Final Notice of Determination and Adoption of Existing Environmental Document form

**TASK 6. ENVIRONMENTAL PERMITTING**

**Task 6a. Wetland and Ordinary High Water (OHW) Delineations and Functional Assessments**

VAI will perform wetland delineations using the methodology in the U.S. Army Corps of Engineers (Corps) Wetland Delineation Manual (Experimental Laboratory, 1987), the Washington State Wetland Identification and Delineation Manual (Chapter 173.22.080 WAC), and the Western Mountains, Valleys and Coast Regional Supplement, as required by the Washington State Department of Ecology (Ecology) and the Corps.

VAI will conduct functional assessments and rate wetlands according to the Washington State Wetland Rating System for Western Washington (Ecology Publication #04-06-025, August 2004).

VAI will document findings in Wetland Delineation and Functional Assessment Reports. Draft and final reports will be submitted to the County. The final reports will be suitable for submission to the Corps. The reports will locate wetlands and waters of the U.S. and the State. The reports will include sections detailing site conditions; methods used to delineate wetlands; a description of vegetation, soils and hydrology; findings including wetland classification and ratings; and regulatory implications. Forms for each data plot and graphics will be included to provide a clear representation of site conditions and findings. The reports will include required rating forms for each identified wetland in the project area. This task excludes a Wetland Mitigation Plan. The Wetland Delineation and Functional Assessments will also serve as appendixes in the EA to support the EA process.

#### **Task 6a.1. Wetland and Ordinary High Water (OHW) Delineation and Functional Assessment of Project Site (VAI)**

We are assuming that the Project Site study area will be limited to our Approximate Area of Potential Effect (APE) (dated 2-22-2013) (**Figure 1**), which is approximately 45.3 acres in size, including the paved roadway but not including the possible wetland mitigation site. If additional project impact areas are subsequently added, we will require additional scope and budget to delineate these areas.

VAI will perform research and fieldwork to delineate wetland and OHW boundaries. The study area can only be accessed at a couple of locations and topography adjacent to Whipple Creek is steep. The NWI indicates that there is one wetland associated with Whipple Creek in the study area. A brief review of the Clark County Wetland Atlas and recent air photos indicate that up to nine wetlands may be located in the study area, plus Whipple Creek and one linear feature. VAI anticipates that fieldwork can be completed by a team of three people working seven days. Wetland and OHW boundaries will be marked at approximately 20 foot intervals, or as necessary, with wire flags, wood stakes, or plastic flagging. Wetland boundary markers will be labeled alpha-numerically to designate a specific wetland and flag location. VAI will GPS wetland and OHW boundaries and wetland plot locations. In order to support KPFF in Task 2, Bridge Alternative Analysis, and Task 4, Type, Size and Location Report, VAI staff will provide this information to KPFF in AutoCAD format and to the County in GIS shapefile format.

#### **Assumptions:**

- This Wetland Delineation and Functional Assessment will be adequate to serve as an appendix in the EA.
- Up to nine wetlands will be found in the study area, plus Whipple Creek and one linear feature
- 21 staff days in the field in 7 trips

***Deliverables:***

- Wetland and OHW GPS boundaries (as indicated above) to KPFF in AutoCAD format to support Alternatives Analysis and TS&L report
- Wetland and OHW GPS boundaries (as indicated above) to County in GIS shapefile format
- Draft Wetland Delineation and Functional Assessment Report for Project Site
- Final Wetland Delineation and Functional Assessment Report for Project Site

**Task 6a2. Wetland and Ordinary High Water (OHW) Delineation and Functional Assessment of Mitigation Site (VAI)**

Given the potential for the project to result in impacts to both wetlands and waters we assume that the Mitigation Site will include a stream resource and up to two wetlands. We also assume that the mitigation study area will be less than 5 acres and will be located within the Whipple Creek watershed.

VAI will perform research and fieldwork to delineate wetland and OHW boundaries. We are assuming that one stream and 2 wetlands will be found within the mitigation area study site. VAI anticipates that fieldwork can be completed by a team of three people working one day. Wetland and OHW boundaries will be marked at approximately 20 foot intervals, or as necessary, with wire flags, wood stakes, or plastic flagging. Wetland boundary markers will be labeled alpha-numerically to designate a specific wetland and flag location. VAI staff will GPS wetland boundaries and OHW.

***Assumptions:***

- This Wetland Delineation and Functional Assessment will be adequate to serve as an appendix in the EA.
- The mitigation site will be limited to less than 5 acres and will be located within the Whipple Creek watershed.
- Up to two wetlands and one stream will be found in the mitigation site study area
- 3 staff days in the field in 1 trip

***Deliverables:***

- Wetland and OHW GPS boundaries to County in GIS shapefile format
- Draft Wetland Delineation and Functional Assessment Report for Mitigation Site
- Final Wetland Delineation and Functional Assessment Report for Mitigation Site

**Task 6b. Biological Assessment (VAI)**

VAI will prepare a Biological Assessment (BA) for submittal to WSDOT and the Services (NOAA Fisheries and USFWS) using the FHWA & WSDOT template. The Biological Assessment will assess the potential impacts to listed species and designated critical habitat for the proposed project. The Biological Assessment will meet the requirements of Section 7 of the Endangered Species Act. In addition, the Biological Assessment will serve as an appendix in the EA.

**Assumptions:**

- This Biological Assessment will be adequate to serve as an appendix in the EA.

The Consultant will prepare a draft Biological Assessment for submittal to the County and subsequently revise the Biological Assessment based on County review comments. The County will submit the Biological Assessment to WSDOT. VAI estimates the following iterations for updates and revisions to the BA:

***Deliverables:***

- Original draft BA to VAI & KPFF/County for review
- Revised draft BA to County for acceptance (County submits this version to WSDOT)
- Revised BA to County based on WSDOT comments (WSDOT submits this version to NOAA Fisheries)
- Coordination with the County and agencies to address comments prior to issuance of a Biological Opinion by NOAA Fisheries.

The Consultant has the reviews noted above included in our scope, budget, and schedule. We anticipate making routine revisions to the BA for focus and clarification. However, if agency review comments, or other factors, require substantial redesign of project elements, or rewriting of the BA, then we reserve the right to review our scope and budget for subsequent modifications with the County.

**Task 6c. Cultural Resources Survey – (AINW; EA sections to be written by ESA)**

**Task 6c.1. Cultural Resources Survey for Project Site**

AINW will perform the cultural resources study for the project to meet Section 106 of the National Historic Preservation Act. In addition, AINW will provide cultural resources information to support the bridge alternatives analysis (Task 2) and TS&L Report (Task 4), as needed. The objective of the cultural resource study is to determine whether the project will have an effect on historic properties. A finding of effect for the project will be recommended as will a recommendation for the finding under the Department of Transportation's Section 4(f).

The cultural resource study for the project will be done in phases. The initial phase is the survey-level of effort, and the following scope has been developed for this phase of work. If resources are found that require additional analysis or data to determine their eligibility, then a testing and evaluation phase of study would be done for those resources. If an archaeological site is confirmed within the project APE, additional work to evaluate the resource may be needed if the resource could not be avoided and there was some potential that it would be significant; the effort for site testing for site evaluation is not included in this scope.

The main tasks will be:

- to prepare the draft Area of Potential Effect (APE) description for the County to submit to WSDOT,
- to conduct an archaeological survey, and
- to inventory the historic-period buildings and structures that are either within the APE or are on parcels that are crossed by the APE (are on lands that may be purchased for the project).

AINW will work with the VAI, KPFF, ESA, the County, and WSDOT cultural resource staff to design the APE within which all of the impacts will occur. The APE needs to be approved by WSDOT and reviewed by the DAHP and Tribes before the archaeological fieldwork can be started.

Once the APE has been approved, the background review of existing information and the field survey will be performed. The archaeological survey will consist of an archaeologist walking along the edges of the existing streets where the APE is relatively narrow; or walking parallel transects spaced 10 to 20 meters (33 to 66 feet) apart. The objectives are to determine if artifacts are present; to identify areas that have been extensively disturbed previously; and identify areas where shovel testing is needed to confirm that a significant site is or is not likely to be present.

The APE crosses Whipple Creek, and is within an area considered to have a high likelihood for archaeological resources. Areas that appear to have intact native soils but the visibility of the native soils is poor will be noted as high probability areas and will be recommended for shovel testing.

When shovel testing, if artifacts are found, they will not be collected but will be documented, and a site form will be prepared. Up to 130 shovel tests may be needed to explore high probability areas and delineate resources. Shovel tests will be excavated to meet the DAHP's standards and guidelines. Up to four sites may be identified and these will be documented.

Up to 25 historic-period buildings—those constructed more than 45 years ago—are in the project APE and will need to be inventoried and evaluated. Approximately 20 historic-period buildings or structures are evident on parcels along the proposed corridor and this includes 5 that have been documented as part of a previous study for improvements to the I-5 interchange south of the project APE. One of the previously recorded historic resources has been determined to be eligible for listing in the NRHP. Historic resources will need to be documented on the DAHP's current inventory forms and the forms will be appended to the report. A preliminary evaluation will be provided as part of the documentation.

The historic resource inventory and archaeological survey (including both the pedestrian survey and shovel testing) will be combined into a cultural resource survey report and it will be submitted to VAI and the County for review. The report will include the project description, location and environmental setting, results of the background review, results of the field survey, and recommendations. Resources will be clearly identified on maps and tables will be used to summarize the findings and recommendations.

After the County's approval of the draft report, WSDOT staff will review it. Once approved, WSDOT will submit the report to the DAHP and Tribes for review and concurrence. The report will include recommendations for additional work, if needed. Recommendations will be coordinated with VAI and the County. If resources are found, a preliminary evaluation of the resource eligibility for listing in the NRHP will be provided. If a historic resource is recommended to be eligible, the effects of the project on the resource will need to be determined so that impacts under Section 4(f) can be addressed; a separate Section 4(f) study is not within



the scope of the project, although a *de minimis* finding under Section 4(f) can be included in the cultural resource report.

**Assumptions.** This Cultural Resource Survey Report will be adequate to serve as an appendix in the EA. We are assuming that the study area will be limited to our Approximate Area of Potential Effect (APE) (dated 2-22-2013) (**Figure 1**), which is approximately 45.3 acres in size, including the paved roadway, but not including the off-site mitigation area. It is assumed that approximately 25% of the area in the prescribed APE, not including the off-site mitigation area (less than 5 acres), will not need to be shovel tested, and the 130 shovel tests will be adequate for that area plus the mitigation area.

***Deliverables:***

- Draft and Final Cultural Resource Survey Report and Historic Resource Report inventory forms uploaded to DAHP

**OUT OF SCOPE-EXCLUSIONS (Done as a later phase of work)**

If resources are found that appear to be eligible for listing in the National Register of Historic Places, and if impacts or adverse effects cannot be avoided, additional study may be needed.

- Based on the results of the pedestrian survey and shovel testing, if an archaeological site is found within the APE and it could not be avoided, additional excavations may be needed to evaluate the archaeological site for its eligibility for listing in the NRHP. This additional work would be done after the survey has been completed and after WSDOT has consulted with the DAHP and Tribes. Various approaches—from avoidance to data recovery—may be applied to the resource if it is found to be eligible for listing in the NRHP. Site evaluation testing is not included in the present scope.
- If a significant historic resource is within the project and may be adversely affected, additional study or documentation may be needed to address the potential for adverse effect. Documentation and coordination needed to address an adverse effect to a historic resource is not included in the scope. Situations where land may be taken from parcels where there are buildings eligible for listing in the NRHP, or trees (or other mature vegetation) that are part of the historic setting may be removed, or the historic building or structure may be removed, may be an adverse effect, for example.
- If there is a finding of “Historic Properties Adversely Effected,” a full Section 4(f) evaluation report would be needed. A finding of “No Historic Properties Adversely Effected” would likely require a *de minimis* summary in the cultural resource report. A finding of “No Effect” does not require a Section 4(f) evaluation.

**Task 6c.2. Cultural Resources Survey for Mitigation Site**

Project impacts are expected to necessitate a Mitigation Site for as-yet unknown impacts on an as-yet unknown parcel. We assume that the Mitigation Site study area will be less than 5 acres and will be located within the Whipple Creek watershed. In addition, we assume that no historic properties, structures, or resources will be present on the Mitigation Site. Therefore, the Cultural

Resources Survey for the Mitigation Site will be limited to an archaeological survey (no historic survey or structures). Aside from work related to buildings and structures (which are excluded from Task 6c.2), the scope for Task 6c.2 is similar to Task 6c.1, with a proportionate level of effort.

**Assumptions.** This Cultural Resource Survey Report will be adequate to serve as an appendix in the EA. We are assuming that the study area will be limited to an area less than 5 acres in size in the Whipple Creek watershed, that it will not contain any buildings or structures, and that it can be completed for \$10,000 or less (2013 dollars).

***Deliverables:***

- Draft and Final Cultural Resource Survey Report

**TASK 6d. JARPA**

VAI will prepare a draft and final Joint Aquatic Resources Permit Application (JARPA). The JARPA will serve as the permit application for a USACE (CWA) Section 404 permit, WDFW Hydraulic Project Approval, and Department of Ecology (CWA) section 401 Water Quality Certification. The JARPA will also be provided to Clark County to facilitate reviews for a Floodplain Development Permit and Wetland/Habitat permits required under the County's Critical Areas Ordinance.

***Deliverables:***

- Draft and Final JARPA application to County

**Task 6e. NPDES Construction Stormwater Permit Application and SWPPP**

VAI will prepare an application and associated documentation required for project coverage under the Washington Department of Ecology's *National Pollutant Discharge Elimination System (NPDES) and State Waste Discharge General Permit for Stormwater Discharges Associated with Construction Activity*. Specifically, VAI will prepare for the County a Notice of Intent (NOI) application that provides information about the site and the project. The County will then submit this NOI application to Ecology. The NOI will be submitted to Ecology at least 60 days prior to the beginning of construction. We assume that the County will use the NOI to prepare and publish two Public Notices to announce the County's application for NPDES permit coverage and facilitate the public comment process, as required.

VAI will also prepare a Stormwater Pollution Prevention Plan (SWPPP) for the project, which is required by Ecology's NPDES General Permit. The SWPPP will include a narrative and drawings that provide information about the site, project elements, construction activities, best management practices (BMPs) for erosion and sediment control, etc. VAI will use Ecology's SWPPP Template to prepare this document and will address the twelve elements of a SWPPP required by the NPDES Permit. The SWPPP does not need to be submitted to Ecology with the NOI application (unless requested) but must be completed prior to the beginning of construction. VAI will submit drafts of the NOI application and the SWPPP to Clark County for review. VAI will finalize these documents based on Clark County's comments.

This task does not include any monitoring (e.g., for turbidity, pH) that may be required during

construction to comply with the NPDES permit. It is expected that monitoring will be performed by the Contractor.

***Deliverables:***

- Draft and Final Notice of Intent (NOI) Application
- Draft and Final Construction Stormwater Pollution Prevention Plan (SWPPP)

**Task 6f. Wetland/Habitat Mitigation Plan**

VAI will prepare the written Wetland/Habitat Mitigation Plan to support Federal, State, and Local permit applications for the project. The Wetland/Habitat Mitigation Plan will address impacts to wetlands, wetland buffers, and riparian habitat and will propose mitigation measures to compensate for unavoidable impacts. The Mitigation Plan will be prepared to satisfy multiple regulatory requirements (e.g., Clean Water Act, Clark County Critical Areas Ordinances pertaining to wetlands and habitat) and will follow guidelines published by the Corps, Washington Department of Ecology, and Clark County. Clark County will support VAI with the Mitigation Plan by selecting the site(s) of the proposed wetland and riparian habitat mitigation and preparing Planting Plan drawings of the mitigation. VAI will coordinate with Clark County to address and incorporate monitoring, maintenance, and long-term site protection into the plan.

**Assumptions.** County will select mitigation site and will prepare mitigation planting plan(s) and mitigation grading plan(s), if required.

***Deliverables:***

- Draft and Final Wetland/Habitat Mitigation Plan, including text and figures

**Task 6g. Floodplain Permit Application**

VAI will complete the draft and final Floodplain Permit Application, which will consist of the following: Floodplain Review Application Form, construction permit drawings, and the Final Bridge Hydraulics Report. The Final Bridge Hydraulics Report is included in Task 3.

***Deliverables:***

- Draft and Final Floodplain Permit Application

**Task 6h. Grading Permit Application**

VAI will complete the draft and final Grading Permit Application, which will consist of the following: narrative, grading requirements, and grading plan and specifications as described in the *Excavation, Fill & Stockpile (GRD) Permit Submittal Requirements* checklist, dated August 28, 2012. No survey, design, plans, figures, details, or specifications will be developed under this task. This task will solely consist of filling out the application form, writing the grading permit narrative, and compiling plans, figures, schedules, specifications, etc. created by others and as listed on the *Grading Submittal Requirements* for the purpose of submitting this permit application to the County.

***Deliverables:***

- Draft and Final Grading Permit Application

### **Task 6i. Geological Hazard Application**

VAI will complete the draft and final Geologic Hazard Application, which will consist of the following: application form, narrative, proposed site plan (with geologic information to be supplied by GeoDesign under Task 5c.3), geotechnical report (to be supplied by GeoDesign as part of their Geotechnical Reporting Task 3.5 under contract with KPFF), and geology information (to be supplied by GeoDesign as part of their Geotechnical Reporting Task 3.5 under contract with KPFF and Task 5c.3) described in the *Geological Hazard (Geo) Submittal Requirements* checklist, dated August 28, 2012. No additional geology services will be performed by VAI as part of the Geological Hazard Application permit process.

#### ***Deliverables:***

- Draft and Final Geological Hazard Application

### **TASK 7. DESIGN**

As part of the design process for the bridge site, VAI will be required to develop bank stabilization design, in-water work isolation design (as needed), and erosion and sediment control plans for construction and permitting. The exact nature of these elements will not be known until additional site analysis is conducted and preliminary bridge design is developed. Bank stabilization elements could include bioengineering bank protection or other stabilization measures that benefit habitat. Erosion and sediment control (E&SC) drawings will be developed by VAI in conjunction with the County. VAI will be in charge of site erosion control at the bridge and within 300 feet to the north and south of the bridge abutments. VAI staff will develop construction drawings and specifications (special provisions) for these design items as described below. It is assumed that a maximum of 4 special provisions would be developed by VAI.

#### **TASK 7a. 50% Plans and Cost Estimate**

VAI will prepare 50% plans and cost estimate for the items discussed in Task 7 except E&SC plans. The Consultant will also participate in the 50% submittal phase of the project through reviews and coordination with KPFF and Clark County. VAI will review documentation for coordination and consistency with water resources and environmental aspects of the project.

#### ***Deliverables:***

- Redline comments on other design team member's construction drawings
- 50% plans (except E&SC plans) and cost estimate for design items described in Task 7.

#### **Task 7b. 65% Permit Plans, Specifications, and Cost Estimate (PS&E)**

VAI will prepare 65% plans, specifications (special provisions) outline, and cost estimate for the items discussed in Task 7. The Consultant will also participate in the 65% PS&E phase of the project through reviews and coordination with KPFF and Clark County. VAI will review documentation for coordination and consistency with water resources and environmental aspects of the project.

#### ***Deliverables:***

- Redline comments on other design team member's construction drawings.
- 65% permit plans, special provisions outline, and cost estimate for design items described in Task 7.

**Task 7c. 99% PS&E**

VAI will prepare 99% plans, special provisions, and cost estimate for the items discussed in Task 7. The Consultant will also participate in the 99% PS&E phase of the project through reviews and coordination with KPFF and Clark County. VAI will review documentation for coordination and consistency with water resources and environmental aspects of the project.

***Deliverables:***

- Redline comments on other design team member's construction drawings.
- 99% plans, special provisions, and cost estimate for design items described in Task 7.

**Task 7d. Final PS&E**

VAI will prepare Final stamped plans, special provisions, and cost estimate for the items discussed in Task 7. The Consultant will also participate in the Final PS&E phase of the project through reviews and coordination with KPFF and Clark County.

***Deliverables:***

- Final stamped plans, special provisions, and cost estimate for design items described in Task 7.

**Task 7e. Contingency Item - E&SC Plan for Additional Areas**

VAI staff will develop E&SC plans for the roadway and stormwater improvement portions of the project excluding the bridge site and within 300 feet north and south of the bridge abutments. VAI staff will develop E&SC drawings for these areas in line with submittals discussed in Tasks 7b through 7d for the E&SC drawings.

**TASK 8. VALUE ENGINEERING (VE)**

VAI will support the Value Engineering (VE) process that will occur at the culmination of the 50% Plans and Cost Estimate submittal. VAI will complete the following deliverables:

***Deliverables:***

- Presenting hydraulic design documents to the VE Team.
- Responding to general questions from the VE team.
- Provide written responses to VE team review questions/recommendations
- Incorporate responses into subsequent design documents.

**TASK 9. BIDDING AND CONSTRUCTION SERVICES**

Given the location of the bridge, many of the construction elements will be associated with water resources and environmental issues. VAI will provide bidding and construction period services. Construction period services will include on-call site reviews. At this time, we are estimating a budget of 120 hours of service during bidding and construction.

***Deliverables:***

- Respond to questions during bidding period
- Attend pre construction conference
- Provide on-call site reviews and design intent interpretations during construction
- Field observations from site visits
- Attend final walk through

**DOCUMENTS/MATERIALS TO BE FURNISHED BY VIGIL-AGRIMIS, INC.**

- Monthly invoices and activity summaries (one hard copy each month)
- Review comments on Bridge Alternatives Analysis and Type, Size, & Location Report (digital)
- Preliminary Hydrologic and Hydraulic Analysis Technical Memorandum (one digital copy of draft TM; 1 hard copy and one digital copy of final TM)
- Bridge Hydraulics Report (one digital copy of draft report; one hard copy and one digital copy of final report)
- Water Resources Discipline Report (one digital copy of draft report; 4 hard copies and one digital copy on CD of final report)
- Biological Resources Discipline Report (one digital copy of draft report; 4 hard copies and one digital copy on CD of final report)
- Portions of select sections of the EA, as noted in Task 5; ESA to lead EA (digital)
- Wetland and OHW GPS boundaries for Project Site in GIS shapefile format (digital on CD)
- Wetland and OHW GPS boundaries for Mitigation Site in GIS shapefile format (digital on CD)
- Wetland and OHW Delineation and Functional Assessment for Project Site (one digital copy of draft report; 4 hard copies and one digital copy on CD of final report)
- Wetland and OHW Delineation and Functional Assessment for Mitigation Site (one digital copy of draft report; 4 hard copies and one digital copy on CD of final report)
- Floodplain Permit Application (one digital copy of draft application; one hard copy and one digital copy of final application)
- Biological Assessment (one digital copy of draft report; 4 hard copies and one digital copy on CD of final report)
- JARPA Permit Application Package (one digital copy of draft application; 4 hard copies and one digital copy of final application)
- NPDES Construction Stormwater Permit Application and SWPPP (one digital copy of draft application and SWPPP; one digital copy of final application and SWPPP; one hard copy of final NPDES Construction Stormwater Permit Application and 5 hard copies of final SWPPP)
- Wetland/Habitat Mitigation Plan (one digital copy of draft plan; 5 hard copies and one digital copy of final plan)
- Grading Permit Application (one digital copy of draft application; one hard copy and one digital copy of final application)
- Geologic Hazard Application (one digital copy of draft application; one hard copy and one digital copy of final application)

- Draft, 50%, 65% permit plans, 99%, Design Drawings, Special Provision (as required), and Cost Estimate for bank stabilization and ESC (one digital copy for review)
- Final Stamped PSE for bank stabilization and ESC design (one hard copy and one digital copy of the final stamped PSE and digital versions of the final CAD files)
- Value Engineering Services (digital copy of response to comments)
- Bidding and Construction Services

**DOCUMENTS/MATERIALS TO BE FURNISHED BY OUR SUBCONSULTANTS (ESA, AINW, and GeoDesign)**

- Monthly invoices and activity summaries (one hard copy each month) (ESA, AINW, and GeoDesign)
- EA Scoping Report (one digital copy of draft report; 4 hard copies and one digital copy on CD of final report) (ESA)
- Purpose and Need Statement (one digital copy of draft statement; 4 hard copies and one digital copy on CD of final statement) (ESA)
- Environmental Assessment (one hard copy of the Camera-Ready Draft EA, 1 hard copy of the Camera-Ready Final EA/FONSI, 20 hard copies and 10 CDs of the Draft EA, and 20 hard copies and 10 CDs of the Final EA/FONSI) (ESA with assistance from VAI)
- Air Quality Discipline Report (one digital copy of draft report; 4 hard copies and one digital copy on CD of final report) (ESA)
- Geology and Soils Discipline Report (one digital copy of draft report; 4 hard copies and one digital copy on CD of final report) (GeoDesign)
- Geotechnical Report and associated geological information to support the Geological Hazard Application (one digital copy of draft report; 4 hard copies and one digital copy on CD of final report) (GeoDesign)
- Noise Discipline Report (one digital copy of draft report; 4 hard copies and one digital copy on CD of final report) (ESA)
- Hazardous Materials Discipline Report (one digital copy of draft report; 4 hard copies and one digital copy on CD of final report) (GeoDesign)
- Phase 1 ESA (one digital copy of draft report; 4 hard copies and one digital copy on CD of final report) (GeoDesign)
- Phase 2 ESA (contingency item) (one digital copy of draft report; 4 hard copies and one digital copy on CD of final report) (GeoDesign)
- Social and Economics Technical Memorandum (one digital copy of draft TM; 4 hard copies and one digital copy on CD of final TM) (ESA)
- Visual Quality Analysis Technical Memorandum (one digital copy of draft TM; 4 hard copies and one digital copy on CD of final TM) (ESA)
- Administrative Record (one digital copy of draft Administrative Record; 4 hard copies and one digital copy on CD of final Administrative Record) (ESA, with assistance from VAI, AINW, and GeoDesign)
- SEPA Notice of Determination and Acceptance of Existing Environmental Document form (one digital copy of draft document; 4 hard copies and one digital copy on CD of final document) (ESA)

- Cultural Resource Survey Report for Project Site (one digital copy of draft report; 6 hard copies and one digital copy on CD of final report) (AINW)
- Cultural Resource Survey Report for Mitigation Site (one digital copy of draft report; 6 hard copies and one digital copy on CD of final report) (AINW)

### **DOCUMENTS/MATERIALS TO BE FURNISHED BY THE COUNTY**

- Detailed Site Survey (1-foot contour interval) suitable for Environmental Assessment, hydraulic modeling, and other permitting base maps. Survey should include easements, tax lot boundaries, and all trees over 6" dbh. Survey shall be in a real-world (not local) coordinate system and real-world horizontal datum and vertical datum (digital).
- Landowner permissions (digital).
- Final Stormwater Plan (digital).
- Endangered Species Act Stormwater Design Checklist (digital).
- Existing and Proposed Stormwater Threshold Discharge Areas (TDAs) (digital).
- Erosion and sediment control drawings of NE 10<sup>th</sup> Avenue outside of the bridge site (300 feet from abutments) (digital).
- Selection of wetland and riparian mitigation site(s), drawing of mitigation planting plan sheet(s), and grading plan sheet(s), if required (digital).
- Transportation Discipline Report (one digital copy of draft report; 4 hard copies and one digital copy on CD of final report)).
- Developer's GIS Packet Information (digital).
- Easements/Right-of-Way Documentation (digital).
- Past environmental studies the County has pertaining to Whipple Creek (digital).
- County shall submit all permit applications and shall pay all permit application fees.

### **EXCLUSIONS**

The following items would not be provided by the Consultant through this task order.

- Permit Application Fees.
- Erosion and sediment control drawings along NE 10<sup>th</sup> Avenue outside of 300 feet on either side of the bridge abutments (unless contingency task is used).
- Traffic Modeling.
- Critical Aquifer Recharge Area (CARA) permit application.
- Any permit applications, environmental approvals, TM, and DR not specifically listed in this scope of work.
- It is our understanding that Clark County will provide the civil engineering services for this bridge project. Therefore, Vigil-Agrimis, Inc. specifically excludes services that we often complete for Clark County including: stormwater management and drainage design and other site civil design elements.
- We would be happy to add services to our scope through a formal amendment to our task order, if needed.



**COMPENSATION**

All requests for payment are to be submitted to the County by the 10<sup>th</sup> of each month for the previous month's work. Include period beginning and ending dates in your invoice. Based on the attached cost estimate, the Consultant and the County mutually agree that the total amount of the billings for this scope of work shall not exceed \$778,090 labor and expenses plus \$47,705 contingencies, for a total of \$825,795. Work will be performed on a time and materials basis.

Note: In order to account for salary and cost escalation over the course of this multi-year project, we applied a 2.5% per year escalation, starting for work to be performed in 2014. See fee estimate for additional detail.

**SCHEDULE**

The Consultant would begin work immediately after receiving notice to proceed from the County. Notice to proceed is expected to be not later than March 22, 2013. The overall project schedule is to be developed based on coordination with the County, Environmental Team, and Structural Team, but is assumed to be comparable to the schedule provided to us by the County on February 6, 2013. The cost estimate is based upon the project schedule as provided to us by the County on February 6, 2013.

At this time, we understand the basic schedule to be that the vast majority of our work will occur in 3 years, from 2013-2015. The EA is scheduled to be completed and the NEPA decision issued in 2015. This will be followed by a one-year right-of-way acquisition period (ending in 2016) and construction from 2017-2019.

**Simplified Project Schedule**

Notice-to-Proceed	March 2013
Draft TS&L	July 2013
Final TS&L	September 2013
50% Plans	December 2013
65% Permit Plans	February 2014
99% PS&E	late 2016
Final PS&E	2017
Construction	2017-2019

The consultant shall inform the County of any potential changes to the schedule immediately.

**OTHER**

Contact Kevin Tyler, (Contract Administrator), (360) 397-2121 ext. 4258, or Lisa Hemesath (Environmental Lead), 360-397-2121 ext. 4865 with any questions or concerns regarding this scope of work.

**NE 10th Ave - NE 154th Ave to NE 164th Ave**

Clark County, Washington  
Professional Services Cost Estimate  
Vigil-Agrimis, Inc.

YEAR, based  
on County  
Schedule ver.  
2-6-13

TASK	AINW											Hour Totals	Cost Totals
	PIC	Sr. Scientist	Sen. Eng.	Senior Arch.	Sr. Archit. Hist./ Sr. Arch./Sr. Hist.	Sup. Arch.	Graphics /GIS	Archit. Hist. /Historian	Staff Arch.	Arch. Assist.	Research/ Proj. Admin		
1. Project Management/Coordination	214	0	0									1228	\$ 145,038
2013-2019													
1a Overall Project Management	200											968	\$ 113,128
2013												292	\$ 29,911
1b Contracting/Project Scoping	14												
2. Alternatives Analysis	8	0	1									103	\$ 12,376
2013												83	\$ 8,358
2a Bridge Alternatives Analysis	4	0	8									60	\$ 6,017
2013													
2b Alignment Alternatives Analysis	4												
3. Hydrology and Hydraulics Analysis	24		2									208	\$ 28,941
2013												98	\$ 9,888
Preliminary Hydrologic and Hydraulic Analysis Memo	12		1									202	\$ 19,052
2013												78	\$ 9,378
Draft and Final Bridge Hydraulics Report	12		1										
4. Type Size and Location Report	10												
2013													
5. Environmental Assessment (EA)	52	24	1									2448	\$ 275,257
2013												108	\$ 12,894
5a Environmental Assessment (EA) Scoping Process (VAI & ESA)	2											982	\$ 113,760
2013												90	\$ 7,734
5b Preparation of Environmental Assessment	2	0	1									82	\$ 6,168
2013												128	\$ 13,891
5b.1 Develop Statement of Purpose and Need (ESA lead)	2											64	\$ 7,147
2013												188	\$ 19,895
5b.2 Project Description and Alternatives (ESA lead)	4											170	\$ 21,849
2014												118	\$ 12,378
5b.3 Affected Environment (VAI & ESA)	4											88	\$ 10,319
2014												118	\$ 12,378
5b.4 Environmental Consequences and Mitigation (VAI & ESA)	2											118	\$ 12,378
2014												88	\$ 10,319
5b.5 Cumulative Impacts (ESA lead)	4											118	\$ 12,378
2014												88	\$ 10,319
5b.6 Prepare Draft EA (ESA)	4											118	\$ 12,378
2015												88	\$ 10,319
5b.7 Public Hearing (ESA, VAI, and KPFF)	4											118	\$ 12,378
2015												88	\$ 10,319
5b.8 Comment Summary (ESA lead)	2											118	\$ 12,378
2015												88	\$ 10,319
5b.9 Prepare Final EA/Finding of No Significant Impact (ESA)	14	24	1									1224	\$ 133,636
2015												70	\$ 10,644
5c Technical Memorandums/Discipline Reports in Support of EA	2											4	\$ 423
2013												68	\$ 7,948
5c.1 Air Quality Discipline Report (ESA)												328	\$ 30,276
2013												158	\$ 21,485
5c.2 Transportation Discipline Report (County, with coordination by ESA)												258	\$ 27,437
2013												0	\$ 0
5c.3 Geology and Soils Discipline Report (GeoDesign)												48	\$ 5,948
2013												40	\$ 5,371
5c.4 Water Resources Discipline Report (VAI)	10		1									244	\$ 23,903
2013												70	\$ 8,076
5c.5 Noise Discipline Report (ESA)												64	\$ 7,321
2013													
5c.6 Hazardous Materials Discipline Report & Level I ESA (GeoDesign)													
2013													
5c.6.a Level II ESA (GeoDesign) (Contingency not included in cost estimate here, see line item below)													
2015													
5c.7 Social & Economics Discipline Report (ESA)													
2013													
5c.8 Visual Technical Memorandum (ESA)	4	24											
2013													
5c.9 Biological Resources Discipline Report (VAI)	2												
2015													
5d Administrative Record (ESA lead)	2												
2015													
5e Adoption of EA for SEPA (ESA)	2												
2016													
6. Environmental Permitting	42	4		148	54	388	38	190	352	144	38	2,717	\$ 224,022
2013												334	\$ 30,443
6a.1 Wetland & OHW Delineation and Functional Assessment of Project Site	6											200	\$ 18,374
2014												282	\$ 24,760
6a.2 Wetland & OHW Delineation and Functional Assessment of Mitigation Site	4											102	\$ 10,784
2013												1240	\$ 88,429
6b Biological Assessment	8	4										158	\$ 10,537
2013												108	\$ 8,851
Agency/Services Coordination for BA	10												
2014													
6c.1 Cultural Resources Survey of Project Site (AINW)				124	54	332	32	160	312	144	32		
2013				24		56	4		40		8		
6c.2 Cultural Resources Survey of Mitigation Site (AINW)													
2014													
6d IARFA	2												
2015													
6e NPDES Construction Stormwater Permit App. (NOI) and SWPPP	2												
2015													
6f Wetland/Habitat Mitigation Plan	2												
2015													
6g Floodplain Permit Application	2												
2015													
6h Grading Permit Application	2												
2015													
6i Geological Hazard Permit Application	2												
2015													
7. Design	30											411	\$ 38,290
2013												90	\$ 8,884
7a 50% Plans and Cost Estimate	8											134	\$ 12,989
2014												108	\$ 10,318
7b 65% Permit PS&E Analysis	8											81	\$ 7,743
2016												0	\$ 0
7c 90% PS&E Analysis	8												
2017													
7d Final PS&E Analysis	6												
2014													
7e E&S Plan for Roadway (Contingency - not included in cost estimate here, see line item below)													
2013													
8. Value Engineering	8											48	\$ 5,772
2018													
9. Bidding and Construction Services	10											120	\$ 12,418
2018													
Hour Totals	388	28	148		54	388	38	190	352	144	38	7,481	
Hourly Billing Rates	\$169.54	\$132.01	\$13.98		\$91.18	\$88.39	\$70.92	\$88.51	\$86.48	\$43.42	\$48.24		
Subtotal Costs	\$65,637	\$3,896	\$6,589		\$4,924	\$28,535	\$2,853	\$10,862	\$18,629	\$5,282	\$1,833		\$766,418

VAI, ESA, GeoDesign, and AINW Expenses (see below) \$16,360

TOTAL COST (LABOR AND EXPENSES) AT 2013 RATES, WITHOUT CONTINGENCE \$766,778

Contingency 2015 \$ 32,380 Task 5c.6.a

Contingency 2014\* \$ 12,000 Task 7e

GRAND TOTAL COST (LABOR AND EXPENSES), WITH ESCALATION OF LABOR WITHOUT CONTINGENCIES \$ 778,718

GRAND TOTAL COST (LABOR AND EXPENSES), WITH ESCALATION OF LABOR, WITH CONTINGENCIES \$ 828,038

VAI Estimated Itemized Expense	
Mileage	\$
GPS	\$
Courier/FedEx	\$
Survey Equipment	\$
Poster Printing	\$
Priority Habitats and Species I	\$
Scanning	\$
SUM:	\$

\*\*The purpose of this fee estimate is to outline the general level of effort associated with each task. We reserve the right to tran

Y:\CLARK\GIS\Contracting\Budget\VAI\NE 10th Cost Estimate 3-07-13.xlsx\Cost Estimate FY 2013 Rates ALL

## Exhibit C

### Electronic Exchange of 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:            *Provided by Clark County in AutoCAD Civil 3D 2013. Any survey data supplied by the consultant shall be in the same format.*
- B. Roadway Design Files:    *AutoCAD Civil 3D 2013. Subfiles will be provided by Clark County for standard borders, line types, etc.*
- C. Computer Aided Drafting Files:    *Drawing files (.dwg); AutoCAD 2013*
- D. Specify the Agency's Right to Review Product with the Consultant:  
*The county may choose to review the product at any time in consultation with the Consultant, but standard review periods (e.g. at 50% design) are established elsewhere in the scope.*
- E. Specify the Electronic Deliverables to Be Provided to the Agency:  
*Preliminary Plans – PDF*  
*Final electronic design files – All AutoCAD drawing (.dwg) files, incl. Civil 3D files, in formats above*
- F. Specify What Agency Furnished Services and Information Is to Be Provided  
*Topographical survey in format above*  
*Roadway alignment and profile in format above*

#### II. Any Other Electronic Files to Be Provided

- Reports – PDF*
- Specifications – Microsoft Word*
- Estimates – PDF and Microsoft Excel*
- Exhibits (for open houses, etc.) – TBD*
- GPS/GIS data – in formats matching survey data provided by Clark County*

#### III. Methods to Electronically Exchange Data

- A. Agency Software Suite:    *Microsoft Office Professional Plus 2010*
- B. Electronic Messaging System:    *Email (MS Outlook in suite above)*
- C. File Transfers Format:    *An ftp site will be set up as necessary to transfer large files. In addition, files can be copied to disc for delivery if necessary.*

## **Exhibit D-3**

### **Payment (Negotiated Hourly Rate)**

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

1. **Hourly Rates:** The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibit "E" and "F" attached hereto and by this reference made part of this AGREEMENT. The rates listed shall be applicable for the first twelve (12) month period and shall be subject to negotiation for the following twelve (12) month period upon request of the CONSULTANT or the AGENCY. If negotiations are not conducted for the second or subsequent twelve (12) month periods within ninety (90) days after completion of the previous period, the rates listed in this AGREEMENT, or subsequent written authorization(s) from the AGENCY shall be utilized. The rates are inclusive of direct salaries, payroll additives, overhead, and fee. The CONSULTANT shall maintain support data to verify the hours billed on the AGREEMENT.
2. **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.
  - a. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations CFR Part 31.205-46 "Travel Costs."
  - b. The billing for direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
  - c. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request.
  - d. All above charges must be necessary for the services provided under this AGREEMENT.
3. **Management Reserve Fund:** The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."

4. **Maximum Total Amount Payable:** The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
5. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly billing shall be supported by detailed statements for hours expended at the rates established in Exhibit "E", 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 PROJECT at the time of the interview.
6. **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 work 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) 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. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

7. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) 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 contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

## **Exhibit D-4 Payment (Provisional Hourly Rate)**

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

1. **Hourly Rates:** The CONSULTANT shall be paid by the AGENCY for work done based upon the provisional hourly rates shown in Exhibit "E" and "F" attached hereto and by this reference made part of this AGREEMENT. The actual hourly rates will be determined by an audit of the CONSULTANT'S last completed fiscal year and/or their current projected fiscal year. The provisional and/or audited rates listed shall be applicable for the first twelve (12) month period and shall be subject to negotiation for the following twelve (12) month period upon request of the CONSULTANT or the AGENCY. If negotiations are not conducted for the second or subsequent twelve (12) month periods within ninety (90) days after completion of the previous period, the rates listed in this AGREEMENT, or subsequent written authorization(s) from the AGENCY shall be utilized. The rates are inclusive of direct salaries, payroll additives, overhead, and fee. The CONSULTANT shall maintain support data to verify the hours billed on the AGREEMENT.

In the event re-negotiation of the hourly rates is conducted, the AGENCY reserves the right to audit for any change in the overhead rate currently in use by the CONSULTANT and modify the hourly rates to be paid to the CONSULTANT subsequent to the re-negotiation accordingly. Any changes in the CONSULTANT'S fixed hourly rates may include salary or overhead adjustments.

2. **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-consultant costs.
  - a. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 CFR Part 31.205-46 "Travel Costs."
  - b. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
  - c. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request.
  - d. All above charges must be necessary for the services provided under this AGREEMENT.

3. **Management Reserve Fund:** The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."
4. **Maximum Total Amount Payable:** The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
5. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "E" 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 PROJECT at the time of the interview.
6. **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 work 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) 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. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

7. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) 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 contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

**Exhibit E-2****Consultant Fee Determination - Summary Sheet****(Specific Rates of Pay)****Fee Schedule****NE 10th Ave/Whipple Creek Bridge****VIGIL-AGRIMIS, INC.**

<b>Discipline or Job Title</b>	<b>Lowest Hourly Pay Rate</b>	<b>Highest Hourly Pay Rate</b>	<b>Overhead @ 166.96%</b>	<b>Profit @ 15.0%</b>	<b>Lowest Hourly Billing Rate</b>	<b>Highest Hourly Billing Rate</b>
Principal-In-Charge	\$45.00	\$60.00	\$100.18	\$24.03	\$138.15	\$184.20
Sr. Project Manager	\$32.00	\$50.00	\$83.48	\$20.02	\$98.24	\$153.50
Sr. Engineer	\$32.00	\$50.00	\$83.48	\$20.02	\$98.24	\$153.50
Sr. Scientist	\$32.00	\$50.00	\$83.48	\$20.02	\$98.24	\$153.50
Sr. Landscape Architect	\$28.00	\$45.00	\$75.13	\$18.02	\$85.96	\$138.15
Project Manager	\$25.00	\$40.00	\$66.78	\$16.02	\$76.75	\$122.80
Professional Engineer	\$25.00	\$40.00	\$66.78	\$16.02	\$76.75	\$122.80
Natural Res. Specialist	\$22.00	\$35.00	\$58.44	\$14.02	\$67.54	\$107.45
Landscape Architect	\$22.00	\$35.00	\$58.44	\$14.02	\$67.54	\$107.45
Engineer-In-Training	\$22.00	\$30.00	\$50.09	\$12.01	\$67.54	\$92.10
Landscape Planner	\$16.00	\$28.00	\$46.75	\$11.21	\$49.12	\$85.96
GIS Analyst	\$16.00	\$26.00	\$43.41	\$10.41	\$49.12	\$79.82
CAD Drafter	\$14.00	\$26.00	\$43.41	\$10.41	\$42.98	\$79.82
Graphic Designer	\$14.00	\$25.00	\$41.74	\$10.01	\$42.98	\$76.75
Admin. Assistant	\$12.00	\$25.00	\$41.74	\$10.01	\$36.84	\$76.75
Seasonal Intern	\$10.00	\$20.00	\$33.39	\$8.01	\$30.70	\$61.40



**Exhibit F**  
**Breakdown of Overhead Costs**  
**VIGIL-AGRIMIS, INC.**  
WSDOT Approved 10-5-11

<b>Direct Labor</b>	<u>556,295</u>	100.00%
<b>Overhead Expenses</b>		
Payroll Expenses		
Holiday/Sick/Vacation Leave	126,414	
Payroll Taxes	94,593	
Employee Insurance	98,470	
Pension Plan	26,656	
Total Payroll Expenses	<u>346,133</u>	62.22%
General & Administration Expenses		
Indirect Labor	313,657	
Employee Education	4,671	
Employee Benefits	0	
Allowable Auto Expense	771	
Travel	3,269	
Office Rent	132,522	
Office & Administrative Expenses	40,200	
Telecommunications	9,462	
Office & Field Supplies	9,133	
Legal/Accounting/Professional Fees	9,364	
Dues and Subscriptions	5,533	
Business & Professional Insurance	16,674	
Business Taxes & Licenses	10,377	
Depreciation	25,406	
Total General and Admin. Expenses	<u>581,039</u>	104.45%
Total Overhead Expenses	927,172	166.67%
Facilities Cost of Capital	<u>1,606</u>	0.29%
Total Overhead (with FCC)	<u>928,778</u>	<u>166.96%</u>
<b>Overhead Rate:</b>	<u>Overhead Expenses</u> Direct Labor	166.96%



**Washington State  
Department of Transportation**  
**Paula J. Hammond, P.E.**  
Secretary of Transportation

**Transportation Building**  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300

360-705-7000  
TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

October 5, 2011

Roma Vigil, Accountant  
Vigil-Agrimis, Inc.  
6623 S.E. 16<sup>th</sup> Avenue  
Portland, OR 97202-5602

Re: Vigil-Agrimis, Inc. Overhead Schedule  
Fiscal Year End December 31, 2010

Dear Ms. Vigil:

On October 5, 2011, as a WSDOT representative, Nicole Mitchell, Audit Specialist, completed a desk review of your proposed FYE December 31, 2010, Overhead Schedule. Nicole also reviewed the documentation provided by Vigil-Agrimis during this review process.

The reviewed data included, but was not limited to the schedule of the indirect cost rate, a description of the company, basis of accounting and description of Vigil-Agrimis, Inc.'s accounting system, and the basis of indirect costs.

Based on our review, we are issuing this letter of review establishing Vigil-Agrimis, Inc.'s overhead rate for FYE December 31, 2010, at 166.96% (rate includes Facilities Cost of Capital) of direct labor. Costs billed to actual agreements will still be subject to audit of actual costs.

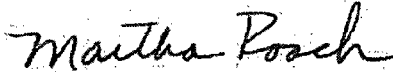
Please check with the WSDOT Consultant Services Office (HQ) and/or the WSDOT Area Consultant Liaison to determine when this reviewed rate will be applicable to your WSDOT agreement(s).

Please remember that when you provide next year's overhead schedule to our office, you will also need to submit your *Compensation Analysis* for review. This analysis must be in compliance with the steps listed in the AASHTO Audit Guide, Chapter 7. We will need your *Compensation Analysis* in order to complete our review of your overhead schedule.

Ms. Vigil  
October 5, 2011  
Page 2

If you, or any representative of Vigil-Agrimis, have any questions, please contact Martha Roach, Jeri Sivertson or Steve McKerney at (360) 705-7003.

Sincerely,



Martha S. Roach  
Agreement Compliance Audit Manager

MR:ds  
Enclosures

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

## **Exhibit G Subcontracted Work**

The AGENCY permits subcontracts for the following portions of the work of this agreement

### **ENVIRONMENTAL SERVICES (National Environmental Policy Act)**

Environmental Science Associates (ESA), 5309 Shilshole Avenue NW, Suite 200, Seattle, WA 98107

### **GEOTECHNICAL/GEOLOGIC/HAZARDOUS MATERIALS SERVICES**

GeoDesign, Inc., 15575 SW Sequoia Parkway - Suite 100 | Portland, OR 97224

### **HISTORIC AND ARCHAEOLOGICAL SERVICES**

Archaeological Investigations NW, Inc., 3510 NE 122<sup>nd</sup> Avenue, Portland, OR 97230-1500

**Exhibit G-2**  
**Subconsultant Fee Determination - Summary Sheet**  
**(Specific Rates of Pay)**  
**Fee Schedule**

**PROJECT: NE 10th Avenue Improvements, Clark County**  
**Subconsultant: Archaeological Investigations Northwest, Inc. (AINW)**

03/06/13

Discipline or Job Title	Hourly Rate	Overhead @ %	Labor + Overhead	Profit @ %	Billing Rate Per Hour
PI/PM Senior Archaeologist	\$50.40	109.76%	\$105.72	15.00%	\$121.58
Senior Archaeologist	\$47.25	109.76%	\$99.11	15.00%	\$113.98
Sen. Architl. Hist./Sen. Archaeo./Sen. Hist.	\$37.80	109.76%	\$79.29	15.00%	\$91.18
Supervising Archaeologist	\$28.35	109.76%	\$59.47	15.00%	\$68.39
Architectural Historian/Historian	\$28.40	109.76%	\$59.57	15.00%	\$68.51
Staff Archaeologist	\$23.00	109.76%	\$48.24	15.00%	\$55.48
Archaeological Assistant	\$18.00	109.76%	\$37.76	15.00%	\$43.42
Graphics/GIS	\$29.40	109.76%	\$61.67	15.00%	\$70.92
Research/Project Assist-Admin.	\$20.00	109.76%	\$41.95	15.00%	\$48.24

**Environmental Science Associates Exhibit G-2  
 Subconsultant Fee Determination – Summary Sheet  
 (Specific Rates of Pay)  
 Fee Schedule**

Subconsultant : ESA				
<b>Discipline or Job Title</b>	<b>Hourly Rate</b>	<b>Overhead @ 206.48%</b>	<b>Profit @ 15%</b>	<b>Rate Per Hour</b>
Director	\$70.00	\$144.54	\$32.18	\$246.72
Managing Associate	\$44.00	\$90.85	\$20.23	\$155.08
Senior Associate I	\$36.00	\$74.33	\$16.55	\$126.88
Senior Administrative	\$33.00	\$68.14	\$15.17	\$116.31
Graphic Artist	\$31.00	\$64.01	\$14.25	\$109.26
Associate II	\$30.00	\$61.94	\$13.79	\$105.73



**Exhibit G-3**  
**Breakdown of Subconsultants Overhead Cost**

<b>Account Title : GeoDesign, Inc.</b>	<b>\$ Beginning Total</b>	<b>% of Direct Labor</b>
Direct Labor	2,023,066	
Overhead Expenses:		
FICA	285,252.	14
Unemployment	115,606	6
Health/Accident Insurance	576,830	29
Medical Aid & Industrial Insurance	0	
Holiday/Vacation/Sick Leave	554,372	27
Commission/Bonus/Pension	0	
<b>Total Fringe Benefits</b>		
General Overhead:		
State B&O Taxes	69,551	3
Insurance	97,041	5
Administration & Time Not Assignable	1,345,790	67
Printing, Stationery & Supplies	20,240	1
Professional Services	16,912	1
Travel Not Assignable	15,079	1
Telephone & Telegraph Not Assignable	65,611	3
Fees, Dues & Professional Meetings	13,104	1
Utilities & Maintenance	9,917	0
Professional Development	58,731	2
Rent	441,519	22
Equipment Support	20,024	1
Office, Miscellaneous & Postage	78,396	4
<b>Total General Overhead</b>	<b>2,251,915</b>	
<b>Total Overhead (General + Fringe)</b>	<b>3,783,975</b>	<b>76</b>
<b>Overhead Rate (Total Overhead / Direct Labor)</b>		<b>187</b>



## Overhead Schedule

For the Year Ended December 31, 2011

Description	Financial Statement Amount	ESA Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
<b>Direct Labor</b>	<u>\$ 11,748,695</u>				<u>\$ 11,748,695</u>	100.00%
<b>Fringe Benefits:</b>						
Indirect - Other compensation	\$ 5,437				\$5,437	0.05%
Stock Options Compensation	171,137				171,137	1.46%
Employee Bonus	252,796		(110,500)	AD	142,296	1.21%
Vacation Expense	1,472,599				1,472,599	12.53%
Sick Leave	557,897				557,897	4.75%
Holiday	695,864				695,864	5.92%
Personal	16,316				16,316	0.14%
Jury Duty	13,914				13,914	0.12%
Severance/Retro	49,358		(23,068)	AE	26,290	3.78%
Commuter Checks	32,480				32,480	0.28%
Bereavement Leave	17,204				17,204	0.15%
Fringe Benefits - In Lieu of Ins	41,805				41,805	0.36%
Health Insurance	1,681,662				1,681,662	14.31%
Vision insurance	19,935				19,935	0.17%
Dental Insurance	182,204				182,204	1.55%
Life Insurance	98,931				98,931	0.84%
Workers Comp Insurance	222,441				222,441	1.89%
Misc Employee Benefits	79,706				79,706	0.68%
Social Security Tax	1,715,178				1,715,178	14.60%
Unemployment Tax (UCI) - NM	159,779				159,779	1.36%
FED Unemployment Tax	19,173				19,173	0.16%
City Tax	1,800				1,800	0.02%
401(K) Company Match	315,266				315,266	2.68%
PBP Program/Incentive Compensation	1,426,406				1,426,406	12.14%
ESOP Contribution	757,578				757,578	6.45%
Fringe Benefit adjustment		(113,977)		AC	(113,977)	-0.97%
<b>Total Fringe Benefits</b>	<u>\$ 10,006,866</u>	<u>\$ (113,977)</u>	<u>\$ (133,568)</u>		<u>\$ 9,759,321</u>	<u>83.07%</u>
<b>General Overhead:</b>						
Indirect Labor Expense	\$ 8,886,585	\$ (235,034)		B, R, Z	\$ 8,651,551	73.64%
Rent	2,632,548				2,632,548	22.41%
Office Supplies	213,779	(964)		B	212,815	1.81%
Materials	15,864	(15,864)		B	0	0.00%
Computer Supplies / Equipment	74,749				74,749	0.64%
Office Equipment	30,115				30,115	0.26%
Equipment Maintenance	242,778				242,778	2.07%
Software Maintenance	186,154				186,154	1.58%
Equipment Rental	88,708				88,708	0.76%
Telephone	603,746				603,746	5.14%
Postage	127,034	(948)		B	126,086	1.07%
Marketing Supplies & Services	45,394	(45,394)		B	0	0.00%
Advertising & Promotions	20,443	(20,443)		A	0	0.00%
Education/Training	145,872				145,872	1.24%
Conference / Meetings	134,332	(84,891)		B	49,441	0.42%
Dues / Subscriptions	116,847				116,847	0.99%
Recruiting & Relocation	80,334	(55,400)		C	24,934	0.21%
Airfare	156,317	(20,802)		B	135,515	1.15%
Other Travel & Subsistence	692,285	(295,075)		B, D, E, F,N,Y	397,210	3.38%
Unallowable Entertainment/Alcoholic	27,327	(27,327)		B, D,F,Y	0	0.00%
Employee Relations	97,260	(97,260)		B, D, F.Y.Q.A	0	0.00%

**EXHIBIT G-3 ENVIRONMENTAL SCIENCE ASSOCIATES**

**Overhead Schedule  
For the Year Ended December 31, 2011**

Description	Financial Statement Amount	ESA Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
Legal & Accounting Fees	220,723	(32,745)	(250)	U, V, AG	187,728	1.60%
Insurance	326,937				326,937	2.78%
Outside Consultants	224,212	(30,629)		B	193,583	1.65%
Business taxes and Licenses	257,188				257,188	2.19%
Charitable Contributions	16,681	(16,681)		G	0	0.00%
Bad Debt Expense	193,968	(193,968)		H	0	0.00%
ESOP Expenses	49,036				49,036	0.42%
Miscellaneous	18,860	(18,860)		I	0	0.00%
Cost Recovery	(634,726)				(634,726)	-5.40%
Communication Cost Recovery	(517,617)				(517,617)	-4.41%
Depreciation/Amortization	1,030,164	(144,762)		T	885,402	7.54%
Printing and Reproduction	59,503	(1,562)		B	57,941	0.49%
Other Income/Expenses	(25,610)				(25,610)	-0.22%
Interest Income-	(9,329)	9,329		K	0	0.00%
Interest Expense	119,547	(119,547)		K	0	0.00%
VEI Expenses	155,287	(155,287)		AB	0	0.00%
Tax Expense	7,676	(7,676)		AB	0	0.00%
<b>Total General Overhead</b>	<b>\$ 16,110,969</b>	<b>\$ (1,611,788)</b>	<b>\$ (250)</b>		<b>\$ 14,498,931</b>	<b>123.41%</b>
<b>Total Overhead Costs</b>	<b>\$26,117,835</b>	<b>\$ (1,725,765)</b>	<b>\$ (133,818)</b>		<b>\$24,258,252</b>	<b>206.48%</b>
<b>Indirect rate</b>	<b>222.30%</b>	<b>207.62%</b>			<b>206.48%</b>	

*Environmental Services Associates, Inc. - Reviewed and Accepted 11/14/12 SO  
"Overhead Rate still subject to WSDOT Audit"*

**References**

**Environmental Services Associates Adjustments:**

*Environmental Services Associates Overhead Audited by Gasman and Associates*

- A Advertising unallowable per 48 CFR 31.205-1(b)
- B Marketing unallowable per 48 CFR 31.205-1(f)
- C Recruiting and Relocation unallowable per 48 CFR 31.205-35
- D Gifts unallowable per 48 CFR 31.205-13(b)
- E Excess Lodging and per diem unallowable per 48 CFR 31.205-14, 31.205-46 & WSDOT policy
- F Alcohol unallowable per 48 CFR 31.205-51
- G Contributions unallowable per 48 CFR 31.205-8
- H Bad Debts unallowable per 48 CFR 31.205-3
- I Miscellaneous account unallowable per 48 CFR 31.201-2
- K Interest unallowable per 48 CFR 31.205-20
- N Allowances for officers unallowable per 48 CFR 31.201-4 and 31.205-13(b)
- Q Holiday Party Expenses in excess of \$25 per person unallowable per 48 CFR 31.205-14 & WSDOT policy
- R Overtime Premium Unallowable per WSDOT policy
- T Amortization unallowable per 48 CFR 31.205-49
- U Federal and State Income Tax Preparation are unallowable per 48 CFR 31.205-41 (b) (1), 48 CFR 31.201-6 and WSDOT Policy
- V Income Tax Preparation in excess of \$250.00
- Y Per 48 CFR 31.205-14 and WSDOT M 13-82
- Z Reorganization and Restructuring Unallowable FAR 31.205-27
- AB Volunteer Deletion
- AC Fringe Benefit adjustment

**WSDOT Adjustments:**

- AD We are unable to verify that sign-on bonus (\$110,500) is based on individual employee performance, and that individual performance goals are communicated to the employees prior to work being performed, per 48 CFR 31.205-6(f) and Chapter 7.12 of the AASHTO Audit Guide. WSDOT allowed the Recruitment bonus (\$31,767) with the understanding that the recruitment bonus policy will be updated to reflect AASHTO and FARs requirements.
- AE Severance pay unallowable per 48 CFR 31.205-6(l)(1).
- AG Income Tax preparation for S-Corporation unallowable in full per 48 CFR 205-41(b).



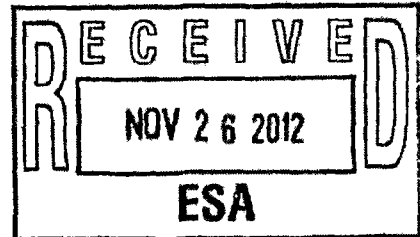
**Washington State  
Department of Transportation**  
**Paula J. Hammond, P.E.**  
Secretary of Transportation

**Transportation Building**  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300

360-705-7000  
TTY: 1-800-833-6388  
www.wsdot.wa.gov

November 14, 2012

Jean Chen, Controller  
Environmental Science Associates  
550 Kearny St., #800  
San Francisco, CA 94108-2512



Re: Environmental Science Associates Overhead Schedule  
Fiscal Year End December 31, 2011

Dear Ms. Chen:

We have completed a desk review of your overhead schedule for the above referenced fiscal year. Our review included the documentation provided by Environmental Science Associates. The schedule was audited by Gusman and Associates for compliance with Part 31 of the Federal Acquisition Regulations.

The reviewed data included, but was not limited to; the schedule of the indirect cost rate, a description of the company, basis of accounting and description of Environmental Science Associates accounting system and the basis of indirect costs.

Based on our work, we are issuing this letter of review establishing Environmental Science Associates overhead rate for the fiscal year ending December 31, 2011, at 206.48% of direct labor. Costs billed to actual agreements will still be subject to audit of actual costs.

Please check with the WSDOT Consultant Services Office (HQ) and/or the WSDOT Area Consultant Liaison to determine when this reviewed rate will be applicable to your WSDOT agreement(s).

Also, when you provide next year's overhead schedule to our office or to your CPA firm, please submit either your internally prepared *Compensation Analysis*, or the *National Compensation Matrix* (NCM) worksheet.

Ms. Chen  
November 14, 2012  
Page 2

If you, or any representatives of Environmental Science Associates, have any questions, please contact Martha Roach, Jeri Sivertson, or Steve McKerney at (360)705-7003.

Sincerely,

A handwritten signature in black ink that reads "Martha Roach". The signature is written in a cursive style with a long horizontal flourish at the end.

Martha S. Roach  
Agreement Compliance Audit Manager

MR:ds  
Enclosures

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

**ENVIRONMENTAL SCIENCE ASSOCIATES**

**Overhead Schedule**

**For the Year Ended December 31, 2011**

<b>Description</b>	<b>Financial Statement Amount</b>	<b>ESA Adj.</b>	<b>WSDOT Adj.</b>	<b>Ref.</b>	<b>Accepted Amount</b>	<b>%</b>
<b>Direct Labor</b>	<u>\$ 11,748,695</u>				<u>\$ 11,748,695</u>	100.00%
<b>Fringe Benefits:</b>						
Indirect - Other compensation	\$ 5,437				\$5,437	0.05%
Stock Options Compensation	171,137				171,137	1.46%
Employee Bonus	252,796		(110,500)	AD	142,296	1.21%
Vacation Expense	1,472,599				1,472,599	12.53%
Sick Leave	557,897				557,897	4.75%
Holiday	695,864				695,864	5.92%
Personal	16,316				16,316	0.14%
Jury Duty	13,914				13,914	0.12%
Severance/Retro	49,358		(23,068)	AE	26,290	3.78%
Commuter Checks	32,480				32,480	0.28%
Bereavement Leave	17,204				17,204	0.15%
Fringe Benefits - In Lieu of Ins	41,805				41,805	0.36%
Health Insurance	1,681,662				1,681,662	14.31%
Vision insurance	19,935				19,935	0.17%
Dental Insurance	182,204				182,204	1.55%
Life Insurance	98,931				98,931	0.84%
Workers Comp Insurance	222,441				222,441	1.89%
Misc Employee Benefits	79,706				79,706	0.68%
Social Security Tax	1,715,178				1,715,178	14.60%
Unemployment Tax (UCI) - NM	159,779				159,779	1.36%
FED Unemployment Tax	19,173				19,173	0.16%
City Tax	1,800				1,800	0.02%
401(K) Company Match	315,266				315,266	2.68%
PBP Program/Incentive Compensation	1,426,406				1,426,406	12.14%
ESOP Contribution	757,578				757,578	6.45%
Fringe Benefit adjustment		(113,977)		AC	(113,977)	-0.97%
<b>Total Fringe Benefits</b>	<u>\$ 10,006,866</u>	<u>\$ (113,977)</u>	<u>\$ (133,568)</u>		<u>\$ 9,759,321</u>	<u>83.07%</u>
<b>General Overhead:</b>						
Indirect Labor Expense	\$ 8,886,585	\$ (235,034)		B, R, Z	\$ 8,651,551	73.64%
Rent	2,632,548				2,632,548	22.41%
Office Supplies	213,779	(964)		B	212,815	1.81%
Materials	15,864	(15,864)		B	0	0.00%
Computer Supplies / Equipment	74,749				74,749	0.64%
Office Equipment	30,115				30,115	0.26%
Equipment Maintenance	242,778				242,778	2.07%
Software Maintenance	186,154				186,154	1.58%
Equipment Rental	88,708				88,708	0.76%
Telephone	603,746				603,746	5.14%
Postage	127,034	(948)		B	126,086	1.07%
Marketing Supplies & Services	45,394	(45,394)		B	0	0.00%
Advertising & Promotions	20,443	(20,443)		A	0	0.00%
Education/Training	145,872				145,872	1.24%
Conference / Meetings	134,332	(84,891)		B	49,441	0.42%
Dues / Subscriptions	116,847				116,847	0.99%
Recruiting & Relocation	80,334	(55,400)		C	24,934	0.21%
Airfare	156,317	(20,802)		B	135,515	1.15%
Other Travel & Subsistence	692,285	(295,075)		B, D, E, F,N,Y	397,210	3.38%
Unallowable Entertainment/Alcoholic	27,327	(27,327)		B, D,F,Y	0	0.00%
Employee Relations	97,260	(97,260)		B, D, F.Y.O.A	0	0.00%

**ENVIRONMENTAL SCIENCE ASSOCIATES**

**Overhead Schedule  
For the Year Ended December 31, 2011**

Description	Financial Statement Amount	ESA Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
Legal & Accounting Fees	220,723	(32,745)	(250)	U, V, AG	187,728	1.60%
Insurance	326,937				326,937	2.78%
Outside Consultants	224,212	(30,629)		B	193,583	1.65%
Business taxes and Licenses	257,188				257,188	2.19%
Charitable Contributions	16,681	(16,681)		G	0	0.00%
Bad Debt Expense	193,968	(193,968)		H	0	0.00%
ESOP Expenses	49,036				49,036	0.42%
Miscellaneous	18,860	(18,860)		I	0	0.00%
Cost Recovery	(634,726)				(634,726)	-5.40%
Communication Cost Recovery	(517,617)				(517,617)	-4.41%
Depreciation/Amortization	1,030,164	(144,762)		T	885,402	7.54%
Printing and Reproduction	59,503	(1,562)		B	57,941	0.49%
Other Income/Expenses	(25,610)				(25,610)	-0.22%
Interest Income-	(9,329)	9,329		K	0	0.00%
Interest Expense	119,547	(119,547)		K	0	0.00%
VEI Expenses	155,287	(155,287)		AB	0	0.00%
Tax Expense	7,676	(7,676)		AB	0	0.00%
<b>Total General Overhead</b>	<b>\$ 16,110,969</b>	<b>\$ (1,611,788)</b>	<b>\$ (250)</b>		<b>\$ 14,498,931</b>	<b>123.41%</b>
<b>Total Overhead Costs</b>	<b>\$26,117,835</b>	<b>\$ (1,725,765)</b>	<b>\$ (133,818)</b>		<b>\$24,258,252</b>	<b>206.48%</b>
<b>Indirect rate</b>	<b>222.30%</b>	<b>207.62%</b>			<b>206.48%</b>	

*Environmental Services Associates, Inc. - Reviewed and Accepted 11/14/12 SO  
"Overhead Rate still subject to WSDOT Audit"*

**References**

**Environmental Services Associates Adjustments:**

*Environmental Services Associates Overhead Audited by Gusman and Associates*

- A Advertising unallowable per 48 CFR 31.205-1(b)
- B Marketing unallowable per 48 CFR 31.205-1(f)
- C Recruiting and Relocation unallowable per 48 CFR 31.205-35
- D Gifts unallowable per 48 CFR 31.205-13(b)
- E Excess Lodging and per diem unallowable per 48 CFR 31.205-14, 31.205-46 & WSDOT policy
- F Alcohol unallowable per 48 CFR 31.205-51
- G Contributions unallowable per 48 CFR 31.205-8
- H Bad Debts unallowable per 48 CFR 31.205-3
- I Miscellaneous account unallowable per 48 CFR 31.201-2
- K Interest unallowable per 48 CFR 31.205-20
- N Allowances for officers unallowable per 48 CFR 31.201-4 and 31.205-13(b)
- Q Holiday Party Expenses in excess of \$25 per person unallowable per 48 CFR 31.205-14 & WSDOT policy
- R Overtime Premium Unallowable per WSDOT policy
- T Amortization unallowable per 48 CFR 31.205-49
- U Federal and State Income Tax Preparation are unallowable per 48 CFR 31.205-41 (b) (1), 48 CFR 31.201-6 and WSDOT Policy
- V Income Tax Preparation in excess of \$250.00
- Y Per 48 CFR 31.205-14 and WSDOT M 13-82
- Z Reorganization and Restructuring Unallowable FAR 31.205-27
- AB Volunteer Deletion
- AC Fringe Benefit adjustment

**WSDOT Adjustments:**

- AD We are unable to verify that sign-on bonus (\$110,500) is based on individual employee performance, and that individual performance goals are communicated to the employees prior to work being performed, per 48 CFR 31.205-6(f) and Chapter 7.12 of the AASHTO Audit Guide. WSDOT allowed the Recruitment bonus (\$31,767) with the understanding that the recruitment bonus policy will be updated to reflect AASHTO and FARs requirements.
- AE Severance pay unallowable per 48 CFR 31.205-6(l)(1).
- AG Income Tax preparation for S-Corporation unallowable in full per 48 CFR 205-41(b).

## Certification of Final Indirect Costs

Firm Name: Environmental Science Associates

Indirect Cost Rate Proposal: 207.62%

Date of Proposal Preparation (mm/dd/yyyy): 8/8/2012

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 1/1/2011 to 12/31/2011

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

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

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

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

Signature: 

Name of Certifying Official\* (Print): Jean Chen

Title: VP/Controller

Date of Certification (mm/dd/yyyy): 8/8/2012

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

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



**Washington State  
Department of Transportation**  
**Paula J. Hammond, P.E.**  
Secretary of Transportation

**Transportation Building**  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300

360-705-7000  
TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

May 10, 2011

Jo Reese, Vice President  
Archaeological Investigations Northwest, Inc.  
2632 SE 162<sup>nd</sup> Avenue  
Portland OR 97236-1978

Re: Archaeological Investigations Northwest, Inc. Overhead Schedule  
Fiscal Year End December 31, 2009

Dear Ms. Reese:

On May 10, 2011, as a WSDOT representative, Michelle Swanson, Audit Specialist, completed a desk review of your proposed FYE December 31, 2009, Overhead Schedule. Michelle also reviewed the documentation provided by Archaeological Investigations Northwest, Inc. during this review process.

The reviewed data included, but was not limited to; the schedule of the indirect cost rate, a description of the company, basis of accounting and description of Archaeological Investigations Northwest, Inc.'s accounting system and the basis of indirect costs.

Based on our work, we are issuing this letter of review establishing Archaeological Investigations Northwest, Inc.'s overhead rate for the fiscal year ending December 31, 2009, at 109.76% of direct labor. Costs billed to actual agreements will still be subject to audit of actual costs.

Please check with the WSDOT Consultant Services Office (HQ) and/or the WSDOT Area Consultant Liaison to determine when this reviewed rate will be applicable to your WSDOT agreement(s).

If you or any representatives of Archaeological Investigations Northwest, Inc. have any questions, please contact Martha Roach, Jeri Sivertson, or Steve McKerney at (360)705-7003.

Sincerely,

Martha S. Roach  
Agreement Compliance Audit Manager

MR:ds  
Enclosures

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



**Archaeological Investigators Northwest, Inc. (AINW)**

**Overhead Schedule**

**December 31, 2009**

Description	Proposed Amount	AINW Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
<b>Direct Labor Base</b>	<u>\$1,310,134</u>	<u>(\$25,098)</u>		A	<u>\$1,285,036</u>	
<b>Direct Labor Overhead</b>						
Vacations, Holidays & Sick Leave	103,937				103,937	8.09%
Payroll Taxes	131,735	(2,070)		A	129,665	10.09%
Medical Insurance	68,468				68,468	5.33%
<b>Total Direct Labor Overhead</b>	<u>\$304,140</u>	<u>(\$2,070)</u>	<u>\$0</u>		<u>\$302,070</u>	<u>23.51%</u>
<b>G&amp;A Overhead</b>						
Indirect Labor	\$495,554	(17,566)		A	477,988	37.20%
Employee Education, Health & Welfare	\$143,563				143,563	11.17%
401 K	\$150,000				150,000	11.67%
Auto Expense	(17,136)				(17,136)	-1.33%
Repairs & Maintenance	8,049				8,049	0.63%
Travel	684				684	0.05%
Office Rent	88,320				88,320	6.87%
Utilities	37,116				37,116	2.89%
Licenses/Permits/Taxes (Non-Income)	10,327				10,327	0.80%
Supplies	64,439	(4,390)		B	60,049	4.67%
Legal/Accounting/Computer Consult.	47,282	(1,684)		C	45,598	3.55%
Advertising	8,973	(8,973)		D	0	0.00%
Officer Life Insurance	568	(568)		E	0	0.00%
Contributions	450	(450)		F	0	0.00%
Property Tax	2,230	(2,230)		G	0	0.00%
Bad Debts Exp	0	0		H	0	0.00%
Interest Expense	8,182	(8,182)		I	0	0.00%
Dues & Subscriptions	7,873				7,873	0.61%
General Insurance	40,626				40,626	3.16%
Depreciation	55,341				55,341	4.31%
<b>Total G&amp;A Overhead</b>	<u>\$1,152,441</u>	<u>(\$44,043)</u>	<u>\$0</u>		<u>\$1,108,398</u>	<u>86.25%</u>
<b>Total Overhead Costs</b>	<u>\$1,456,581</u>	<u>(\$46,113)</u>	<u>\$0</u>		<u>\$1,410,468</u>	<u>109.76%</u>
<b>Overhead Rate</b>	<b>111.18%</b>	<b>109.76%</b>			<u><b>109.76%</b></u>	

*Archaeological Investigations Northwest, Inc. - Reviewed and Accepted 5/10/2011 MYS  
"Overhead Rate still subject to WSDOT Audit"*

**References**

- A Overtime premium disallowed per 48 CFR 22.103-1 & 22.103-4 (g). Reasonableness & allowability per 48 CFR 31.201-2.
- B Christmas cards for clients unallowable per 48 CFR 31.205-1 (f) (5). Christmas party expenses in excess of \$25 per employee unallowable per 48 CFR 31.205-14.
- C Federal income tax preparation fees in excess of \$250 disallowed per WSDOT policy & 48 CFR 31.205-41 (b) (1), & 31.201-6 (a).
- D Advertising not allowed
- E Key person Life Insurance not allowed
- F Contributions not allowed
- G Property Tax not allowed
- H Bad Debts not allowed
- I Interest Expense not allowed

## Certification of Final Indirect Costs

Firm Name: Archaeological Investigations Northwest, Inc.

Indirect Cost Rate Proposal: 109.76%

Date of Proposal Preparation (mm/dd/yyyy): March 10, 2011

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): January 1, through December 31, 2009

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

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

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

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

Signature: 

Name of Certifying Official\* (Print): Jo Reese

Title: VP

Date of Certification (mm/dd/yyyy): March 22, 2011

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

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

## **Exhibit H**

### **Title VI Assurances**

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

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT'S non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
  - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part

6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

**Exhibit I**  
**Payment Upon Termination of Agreement**  
**By the Agency Other Than for**  
**Fault of the Consultant**

**(Refer to Agreement, Section IX)**

**Lump Sum Contracts**

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

**Cost Plus Fixed Fee Contracts**

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

**Specific Rates of Pay Contracts**

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct nonsalary costs incurred at the time of termination of this AGREEMENT.

**Cost Per Unit of Work Contracts**

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

## **Exhibit J**

### **Alleged Consultant Design Error Procedures**

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

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

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Highways and 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 H&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 Highways and Local Programs**

For federally funded projects all available information, including costs, should be forwarded through the Region Highways and Local Programs Engineer to H&LP for their review and consultation with the FHWA. H&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, H&LP will request assistance from the Attorney General's Office for legal interpretation. H&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. H&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 litigation.

## **Exhibit K**

### **Consultant Claim Procedures**

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

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

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

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

The consultant's claim must outline the following:

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

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

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will 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 Highways and 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 Highways and 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 associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

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

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Highways and 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.

**Exhibit M-1(a)  
Certification Of Consultant**

Project No. \_\_\_\_\_  
Local Agency \_\_\_\_\_

I hereby certify that I am Kenneth M. Vigil and duly authorized  
representative of the firm of VIGIL-AGRIMIS, INC. whose address is  
819 SE Morrison St., Suite 310, Portland, OR and that neither I nor the above  
firm I here represent has: 97214

- (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 the 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 available 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.

2/28/13  
Date

KM Vigil  
Signature

**Exhibit M-1(b)**  
**Certification Of Agency Official**

I hereby certify that I am the AGENCY Official of the Local Agency of \_\_\_\_\_,  
Washington, and that the consulting firm or its representative has not been required, directly or indirectly as an  
express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

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

I acknowledge that this certificate is to be available 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.

\_\_\_\_\_  
Date

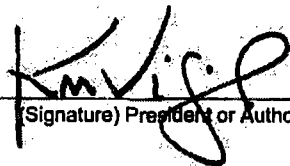
\_\_\_\_\_  
Signature

**Exhibit M-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-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or 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 antitrust 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 (I) (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, or 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.

Consultant (Firm): VIBIL-AGRIMIS, INC.

2/28/13  
(Date)

  
(Signature) President or Authorized Official of Consultant

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 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 subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Consultant (Firm): VIGIL-ABRIMIS, INC.

2/28/13  
(Date)

  
(Signature) President or Authorized Official of Consultant

**Exhibit M-4**  
**Certificate of Current Cost or Pricing Data**

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 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 \_\_\_\_\_ \* are accurate, complete, and current as of \_\_\_\_\_ \*\*. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date of Execution\*\*\* \_\_\_\_\_

\* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

\*\* 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.

# Local Agency Standard Consultant Agreement

Consultant/Address/Telephone

KPFF, Inc.  
dba KPFF Consulting Engineers  
111 SW Fifth Avenue, Suite 2500  
Portland, OR 97204-3628  
(503) 227-3251  
(503) 227-7980 (fax)

- Architectural/Engineering Agreement  
 Personal Services Agreement

Agreement Number  
**TA-4360 LA-7321**

Federal Aid Number  
**STPUL-4201(001)**

Project Title And Work Description

**NE 10<sup>th</sup> Avenue (NE 154<sup>th</sup> to NE 164<sup>th</sup> Street)  
CRP #370922**

**Professional Engineering Services for the design and construction of a new bridge over Whipple Creek and associated roadway improvements.**

Agreement Type (Choose one)

**Lump Sum**

Lump Sum Amount \$ \_\_\_\_\_

**Cost Plus Fixed Fee**

Overhead Progress Payment Rate \_\_\_\_\_ %

Overhead Cost Method

Actual Cost

Actual Cost Not To Exceed \_\_\_\_\_ %

Fixed Rate \_\_\_\_\_ %

Fixed Fee \$ \_\_\_\_\_

**Specific Rates Of Pay**

Negotiated Hourly Rate

Provisional Hourly Rate

**Cost Per Unit of Work**

DBE Participation

Yes  No \_\_\_\_\_ %

Federal ID Number or Social Security Number

**47-068568**

Do you require a 1099 for IRS?

Yes  No

Completion Date

**December 31, 2019**

Total Amount Authorized \$ 1,269,189.00

Management Reserve Fund \$ 100,000.00

Maximum Amount Payable \$ 1,369,189.00

## Index of Exhibits

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Exhibit A-1 Scope of Work             | <input checked="" type="checkbox"/> Exhibit G-2 Fee-Sub Specific Rates                   |
| <input type="checkbox"/> Exhibit A-2 Task Order Agreement                 | <input checked="" type="checkbox"/> Exhibit G-3 Sub Overhead Cost                        |
| <input type="checkbox"/> Exhibit B-1 DBE Utilization Certification        | <input checked="" type="checkbox"/> Exhibit H Title VI Assurances                        |
| <input checked="" type="checkbox"/> Exhibit C Electronic Exchange of Data | <input checked="" type="checkbox"/> Exhibit I Payment Upon Termination of Agreement      |
| <input type="checkbox"/> Exhibit D-1 Payment – Lump Sum                   | <input checked="" type="checkbox"/> Exhibit J Alleged Consultant Design Error Procedures |
| <input type="checkbox"/> Exhibit D-2 Payment – Cost Plus                  | <input checked="" type="checkbox"/> Exhibit K Consultant Claim Procedures                |
| <input checked="" type="checkbox"/> Exhibit D-3 Payment – Hourly Rate     | <input type="checkbox"/> Exhibit L Liability Insurance Increase                          |
| <input checked="" type="checkbox"/> Exhibit D-4 Payment – Provisional     | <input checked="" type="checkbox"/> Exhibit M-1a Consultant Certification                |
| <input type="checkbox"/> Exhibit E-1 Fee – Lump/Fixed/Unit                | <input checked="" type="checkbox"/> Exhibit M-1b Agency Official Certification           |
| <input checked="" type="checkbox"/> Exhibit E-2 Fee – Specific Rates      | <input checked="" type="checkbox"/> Exhibit M-2 Certification – Primary                  |
| <input checked="" type="checkbox"/> Exhibit F Overhead Cost               | <input checked="" type="checkbox"/> Exhibit M-3 Lobbying Certification                   |
| <input checked="" type="checkbox"/> Exhibit G Subcontracted Work          | <input checked="" type="checkbox"/> Exhibit M-4 Pricing Data Certification               |
| <input type="checkbox"/> Exhibit G-1 Subconsultant Fee                    | <input type="checkbox"/> App. 31.910 Supplemental Signature Page                         |

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_,

between the Local Agency of Clark County, Washington, hereinafter called the "AGENCY",

and the above organization hereinafter called the "CONSULTANT".

**WITNESSETH THAT:**

**WHEREAS**, the AGENCY desires to accomplish the above referenced project, and

**WHEREAS**, the AGENCY 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 for the PROJECT; and

**WHEREAS**, the CONSULTANT represents that he/she is in compliance 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 work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

**II Scope of Work**

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

**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 Federal, State, 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 work in sufficient detail so that the progress of the work can easily be evaluated.

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

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."

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 this PROJECT, 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 PROJECT, shall be without liability or legal exposure to the CONSULTANT.



#### **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 be completed by the date shown in the heading of this AGREEMENT under 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 or 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 work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

#### **VI Sub-Contracting**

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Highways and Local Programs Project Development Engineer in consultation with the AGENCY.

#### **VII Employment**

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 the 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 the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

### **VIII Nondiscrimination**

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964  
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973  
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973  
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975  
(42 USC Chapter 76 Section 6101 et. seq.)

Civil Rights Restoration Act of 1987  
(Public Law 100-259)

American with Disabilities Act of 1990  
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CPR Part 200

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 "H" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "H" 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 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 as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work 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 herein above, 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 such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work 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 work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work 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 above.

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 default 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.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work 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 work 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 complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work 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 XIV.

### **XI Disputes**

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination 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 de novo 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", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

### **XII Venue, Applicable Law, and Personal Jurisdiction**

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in 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 to such action shall 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.

### **XIII Legal Relations**

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

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

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against 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.

Unless otherwise specified in the 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 the 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 and property damage insurance in an aggregate amount not less than two million dollars (\$2,000,000) for bodily injury, including death and property damage. The per occurrence amount shall not exceed one million dollars (\$1,000,000).
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the 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 the AGENCY.

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 shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

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

#### **XIV Extra Work**

- A. The AGENCY may at any time, by written order, make changes within the general scope of the 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 work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the 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 the 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 the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the 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.

#### **XV Endorsement of Plans**

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

#### **XVI Federal and State Review**

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

#### **XVII Certification of the Consultant and the Agency**

Attached hereto as Exhibit "M-1 (a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over \$100,000 and Exhibit "M-4" is required only in AGREEMENTS over \$500,000.

#### **XVIII 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 an amendment to this AGREEMENT.

#### **XIX 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 agreements contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

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.

APPROVED AS TO FORM ONLY:

Anthony F. Golik  
Prosecuting Attorney

By: \_\_\_\_\_

Christopher Horne  
Deputy Prosecuting Attorney

FOR CLARK COUNTY, WASHINGTON

By: \_\_\_\_\_

Peter Capell, P.E.  
Public Works Director/County Engineer

FOR: \_\_\_\_\_

By: \_\_\_\_\_

TITLE: \_\_\_\_\_



## **Scope of Work Exhibit A-1**

### **Structural and Geotechnical Engineering Services CRP #370922**

#### **N.E. 10<sup>th</sup> Avenue Improvements from 154<sup>th</sup> Street to 164<sup>th</sup> Street, Including a New Bridge over Whipple Creek**

**February 2013**

This Scope is provided in accordance with Local Agency Consultant Agreement for Consulting Services for Engineering Services, by and between CLARK COUNTY, WASHINGTON, after this called "County," a municipal corporation of the State of Washington, and KPFF Inc., after this called "Consultant." All provisions outlined in the Local Agency Consultant Agreement shall apply to work performed by the Consultant in the execution of this work.

#### **Project Understanding**

It is understood that the goal for this project is to design and construct a new roadway between NE 154<sup>th</sup> street and NE 164<sup>th</sup> street, a new bridge over Whipple Creek, and improvements at two intersections (154<sup>th</sup> and 164<sup>th</sup>) along NE 10<sup>th</sup> Avenue.

It is understood that KPFF will perform all necessary professional structural services required to complete the project. Professional geotechnical services will be provided by GeoDesign as a subconsultant to KPFF. KPFF and GeoDesign will be part of a larger project team managed by the County's Project Manager. Other disciplines that are anticipated to be involved in the project include: environmental / permitting, hydraulics / hydrology, civil, survey, traffic, and public involvement. All of these other services will be provided separately through Clark County. Together, KPFF and GeoDesign are referred to as the "KPFF Consultant Team" in later parts of this task order. GeoDesign's design responsibilities are outlined Task 3 and their bidding and construction responsibilities are outlined in Tasks 6.2 and 7.2, respectively.

The project is funded through a mixture of federal, state and local funds. The project will be required to follow WSDOT's Environmental Procedures Manual for compliance with NEPA, and to follow the Environmental Assessment process.

#### **Scope of Work**

The KPFF Consultant Team shall complete all required structural and geotechnical engineering plans, specifications, cost estimates, soil explorations, and laboratory tests for the new NE 10<sup>th</sup> Ave Bridge over Whipple Creek Bridge, retaining walls, roadway approaches and stormwater facilities. The Team shall continue to provide structural and geotechnical engineering support services during project bidding, construction and continuing through to project close-out. This work will be completed according to the following Tasks.

#### **TASK 1 – SITE VISIT AND DESIGN KICK-OFF**

The purpose of this initial task is to introduce the key project team members and to set the framework for key design milestones and needs in order to meet the County's required project schedule. In this task, KPFF shall:



- a. Conduct site visit to review existing conditions and construction access constraints. Combine with Design Kick-Off Meeting (Task 1.c.)
- b. Review available site surveys, civil, and traffic design information, as well as previous preliminary design efforts completed by the County for the site.
- c. Assist County PM with developing agenda for Design Kick-Off Meeting; assist County PM facilitate Design Kick-Off Meeting; Combine with site visit (Task 1.a.)
- d. Participate in meeting with County and Environmental Leads to establish NEPA "Purpose and Need" statement.
- e. Assist County PM with developing agenda for Design Work Plan Meeting; assist County PM facilitate Design Work Plan Meeting; develop written work plan and distribute to team; assist County PM with maintaining work Plan throughout project.

Deliverables:

- Written Work Plan – One electronic copy and two hard copies.

Assumptions:

- KPFF and GeoDesign attendance at design kick-off and work plan meetings
- KPFF Attendance at NEPA "Purpose and Need" meeting

TASK 2 - PRELIMINARY DESIGN

Within this Task, the Consultant Team shall analyze a range of potential bridge options and assist the County in selecting a preferred bridge option to carry forward into final PS&E. The work will consist of two primary sub-tasks, **Bridge Alignment Alternatives Analysis**, and **Type, Size, and Location (TS&L) Analysis**, as outlined below:

Task 2.1: Bridge Alignment Alternatives Analysis:

The objective of this task is to select a preferred bridge alignment while considering a range of potential bridge span arrangements. KPFF shall:

- a. Review a decision matrix developed by the County to facilitate rating and evaluating the various bridge span and alignment alternatives. Key evaluation criteria will include: construction costs, schedule, permitability, constructability, right-of-way impacts, long-term maintenance, structural efficiency, stormwater treatment, as well as other key criteria selected by the County and Project Team.
- b. Review the County's short list of two to three feasible bridge horizontal alignment alternatives in coordination with the County's civil designers.
- c. Evaluate two to four different span alternatives for each feasible bridge alignment using the Evaluation Matrix criteria in order to better understand the potential constraints and benefits for the various bridge alignments.
- d. Develop relative construction cost differences among the selected alternatives based on WSDOT published general unit prices, recent similar projects, select industry cost quotes, and KPFF/County experience. Estimates will include conceptual costs from other design disciplines impacted by the various bridge alignment / span options to calculate comprehensive project costs  
 Note: At this stage, girder types will not be fully developed. Instead, potential girder types will only be considered to a level sufficient to support the conceptual cost estimating and constructability assessments for the overall bridge alignment selection. Bridge girder types will be evaluated in greater detail as part of the TS&L sub-task.
- e. Develop a brief technical memorandum outlining the considered alternatives, relative advantages and disadvantages for each, and recommended a preferred alignment. It is understood that the Environmental Leads will assist by reviewing a draft version of the memorandum and offer suggestions in terms of how best to support subsequent permitting processes.

- f. Complete internal Peer Review and QC/QA reviews of technical memorandum and alternatives.
- g. Submit a Draft Bridge Alignment Technical Memorandum on bridge alignments to the County for review.
- h. Incorporate County review comments into the Final Bridge Alignment Alternatives Analysis Technical Memorandum and submit to the County. The result will be the preferred bridge alignment.
- i. Meet with County and Project Team to discuss progress throughout Sub-task.

Deliverables:

- Bridge Evaluation Matrix – One electronic copy and two hard copies.
- Draft Bridge Alignment Alternatives Analysis Memorandum
- Final Bridge Alignment Alternatives Analysis Memorandum

Assumptions:

- County Civil Engineers will support Bridge Alignment Alternatives Analysis with alignment designs, stormwater detention pond concepts, and conceptual cost impacts to their design for the considered bridge options;
- County Real Property staff will support Bridge Alignment Alternatives Analysis with potential right-of-way implications associated with various bridge options;
- Environmental Design Team will support Bridge Alignment Alternatives Analysis with recommendations and feedback concerning how various bridge options may affect permitting
- Attendance at bi-weekly meetings with Clark County and Design Team
- Duration for Task 2 equal to 5 to 6 months

Task 2.2: Type, Size, and Location (TS&L):

The objective of this task is to select a preferred bridge type, size and location from a range of feasible alternatives. KPFF shall:

- a. Complete a more detailed alternatives analysis for potential bridge spans and bridge types for the preferred bridge alignment selected in Sub-task 2.1.
- b. Consider a wide range of potential bridge types and span arrangements for the bridge along the selected alignment. It is assumed up to twelve (12) different bridge type / span alternatives will be initially reviewed and analyzed.
- c. Modify and / or expand the Evaluation Matrix developed in Sub-task 2.1 to focus in on relative differences between the considered bridge type and span alternatives being considered from Task 2.2.b.
- d. Perform conceptual selection (sizing, depth, weight, material, etc.) of major structural elements based on WSDOT span tables, other industry standards and KPFF experience for the potential bridge alternatives.
- e. Using the Evaluation Matrix of key criteria, narrow the list of potential bridge alternatives down to a maximum of six (6) of the most favorable options.
- f. Complete internal Peer Review and QA/QA Review of narrowed list of potential bridge alternatives.
- g. Meet with the County to review the bridge type and span alternatives and confirm the most favorable options to be carried forward to the TS&L analysis.
- h. Advance the analysis and design for the short-listed bridge options as determined in sub-task 2.2.g to a TS&L level of detail. Sufficient design advancement will be made to:
  - Verify the capacity of the major structural design elements are adequate for the estimated loads
  - Confirm cost estimates,
  - Confirm likely permit implications
  - Confirm general constructability
  - Confirm and quantify impacts to other, non-structural project elements
  - Identify any potential fatal flaws or high risk elements
  - Support the selection of a preferred option

- i. Communicate with other design team disciplines (geotechnical, environmental, civil, traffic, survey, right-of-way, public involvement, project management) to coordinate cross-discipline issues and support the efficient exchange of project information.
- j. Coordinate with the environmental permitting consultant to confirm the necessary level of design and detail is being provided in the TS&L Report to adequately support subsequent permitting application and review processes.
- k. Prepare a Draft Bridge Type, Size, and Location (TS&L) Report summarizing the results of the design advancement. The Draft TS&L Report will serve to document and justify the recommended bridge type, size, and location decision. The report shall include supportive drawings, sketches, narratives, cost estimates, constructability evaluations, construction staging and permit support data. Report shall include written summaries from each of the various design team disciplines in support of the bridge evaluations and recommendations. Up to one (1) bridge option located along a non-preferred alignment will be included in the Report to assist the permitting process and demonstrate why the alignment was not selected.
- l. Complete internal Peer Review and QC/QA Review of Draft TS&L Report.
- m. Submit Draft TS&L Report to County and meet to review.
- n. Incorporate County/ Team review comments and complete the Final Bridge TS&L Report.
- o. Submit Final TS&L Report to County. The result will be a preferred bridge type, size and location.
- p. Participate in regular progress meetings with Project Team.

**Deliverables:**

- Draft TS&L Report – One electronic copy and two hard copies.
- Final TS&L Report – One electronic copy and two hard copies.

**Assumptions:**

- Up to six (6) bridge options to be advanced through TS&L design
- Draft TS&L to be submitted on or around the anticipated schedule included later in this scoping letter
- Final TS&L to be submitted on or around early the anticipated schedule included later in this scoping letter
- Attendance at bi-weekly meetings with Project Team
- Duration of Task 2 equal to 5 to 6 months

**TASK 3 – GEOTECHNICAL INVESTIGATIONS AND REPORTING**

The geotechnical engineering evaluation will explore the subsurface conditions along the proposed NE 10<sup>th</sup> Avenue Improvements from NE 154<sup>th</sup> Street to NE 164<sup>th</sup> Street to provide geotechnical engineering recommendations for design and construction of the project improvements. For the purpose of generating our scope of services for the project, we have assumed that the structure will be three spans and approach retaining walls will not be over 25 feet in height.

**Task 3.1: Preliminary Geotechnical Analysis Recommendations**

GeoDesign will support preliminary design efforts during Tasks 2.1 and 2.2, leading up to submission of the TS&L Report. These efforts will occur prior to beginning the field borings. GeoDesign shall complete the following sub-tasks:

- a. Participate in Design Kick-off and Design Work Plan meetings.
- b. Review available existing subsurface site information and maps
- c. Complete preliminary analyses as required to determine the most feasible bridge foundations and retaining walls
- d. Review potential bridge foundation locations and loads with KPFF and provide technical feedback based on preliminary analyses and prior experience. The objective is to: develop a rough estimate of the size of the

foundations, establish approximate foundation costs, and to confirm there are no "fatal flaws" with the proposed option.

- e. Review potential bridge retaining wall locations and loads with KPFF and provide technical feedback based on preliminary analyses and prior experience. The objective is to: develop a list of feasible retaining wall alternatives, establish approximate costs for each retaining wall, consider potential wall settlements, and to confirm there are no "fatal flaws" with the proposed options.
- f. Prepare a technical memorandum summarizing geotechnical recommendations developed during this task and submit to the County.
- g. Review geotechnical portions of the Draft TS&L Report and provide comments to KPFF.

**Deliverables:**

Technical memorandum for preliminary recommendations – One electronic copy and two hard copies.

**Assumptions:**

- KPFF to provide approximate foundation loads and locations to GeoDesign.
- Attendance at up to four (4) project meetings with the County.

**Task 3.2: Geotechnical Investigations – Structures and Earthwork**

GeoDesign will explore subsurface conditions along the alignment by advancing deep soil borings to evaluate support of the bridge and shallower borings for the proposed retaining walls at both ends of the bridge. These explorations shall consist of the following:

- a. Drill up to four deep borings including one boring at each bent location to depths ranging from 100 to 150 feet.
- b. Drill up to four borings to depths of up to 30 feet along the retaining wall locations to investigate soil properties and settlement properties of the subsurface soils.
- c. Install two (2) vibrating wire piezometer in borings to determine the groundwater elevation for design of the stormwater facility and to support other design efforts. Locations to be coordinated with the County.
- d. Complete up to two pilot infiltration tests (PIT) in accordance with the Stormwater Management Manual for Western Washington for the proposed stormwater pond northwest of the proposed bridge.
- e. Read piezometers

**Deliverables:** None

**Assumptions:**

- County will provide right-of-entry for drilling access.

**Task 3.3: Geotechnical Testing – Structures and Earthwork**

GeoDesign shall conduct the following laboratory tests using soil samples obtained from the explorations:

- a. Laboratory Testing
  - i. 50 moisture content tests in general conformance with American Society for Testing and Materials (ASTM) D 2216
  - ii. Six unit weight tests in general conformance with ASTM D 2937
  - iii. Up to three organic content tests in general conformance with ASTM D 2974
  - iv. Five Atterberg limit tests in general conformance with ASTM D 4318
  - v. Two direct shear tests in general conformance with ASTM D 3080
  - vi. Two consolidation tests in general conformance with ASTM D 2435
  - vii. Eight tests for material passing a U.S. Standard No. 200 Sieve in general conformance with ASTM D 1140
  - viii. Two combined sieve and hydrometer tests in accordance with ASTM D 422 to obtain D50 and D10 particle sizes.

Deliverables: None

Task 3.4: Geotechnical Analysis – Structures and earthwork

GeoDesign shall provide the following:

- a. Geotechnical engineering construction recommendations for site preparation, structural fill compaction criteria, and wet/dry weather earthwork procedures.
- b. Design for deep foundations for the bridge, including recommended deep foundation capacity, seismic design parameters, and an estimate of foundation settlement and performance.
- c. Geotechnical engineering recommendations for the design and construction of retaining walls at both ends of the planned bridge. Recommendations for up to three (3) different types of retaining walls will be provided. The types of walls to be considered will be determined in coordination with KPFF and the County. Anticipated wall types are: mechanically stabilized earth (MSE), modular block, and cast in place concrete. Recommendations will include foundation type, allowable bearing capacity, expected settlements, lateral earth pressures, backfill requirements, and sliding coefficients.
- d. Slope stability analysis of embankment fill areas that will be retained by retaining walls.

Task 3.5: Geotechnical Reporting – Structures and Earthwork

GeoDesign shall provide the following reports:

- a. Prepare a draft report summarizing the results of subsurface explorations and testing programs and presenting recommendations and conclusions.
- b. Prepare a final report based on review comments from Clark County, KPFF and other members of the design team.

Deliverables:

- Draft and Final Geotechnical Reports – One electronic copy and two hard copies.

Task 3.6: Pavement Studies and Reports

The purpose of the pavement engineering evaluation is to explore the subsurface conditions along the proposed alignment, test the capacity of the existing pavement and provide pavement engineering recommendations for rehabilitation, widening, and reconstruction segments. GeoDesign shall:

- a. Meet with KPFF Consulting Engineers and Clark County personnel to discuss work requirements, scheduling, and traffic control requirements.
- b. Obtain permits and mark exploration locations during completion of site reconnaissance.
- c. Explore subsurface conditions in the existing pavement by completing up to five borings to depths of up to 15 feet below the ground surface. Maintain a detailed log of the explorations, and obtain samples of the pavement, base, and subgrade materials encountered.
- d. Complete laboratory tests on select samples. We estimate the following laboratory testing schedule:
  - i. Up to two in situ and two remolded resilient modulus tests in accordance with SHRP-P46.
  - ii. 15 moisture content tests in general conformance with ASTM D 2216
  - iii. Two Atterberg limit tests in general conformance with ASTM D 4318
  - iv. Two tests for material passing a U.S. Standard No. 200 Sieve in general conformance with ASTM D 1140
- e. Analyze traffic loadings based on information to be provided by Clark County.
- f. Provide pavement structural designs for roadway sections.
- g. Provide recommendations for materials and construction.
- h. Provide a draft report summarizing our recommendations.
- i. Provide a final report summarizing our recommendations and the recommendations of the design team.

Deliverables:

- Draft Pavement Design Report – One electronic copy and two hard copies.
- Final Pavement Design Report – One electronic copy and two hard copies.

**Task 3.7: Support Value Engineering Study**

GeoDesign shall:

- a. Respond to questions and comments from VE Team.
- b. Incorporate recommendations into geotechnical documentation.

Task 3.8: Final Design

Within this task, GeoDesign shall support the Design Team during final design between TS&L and 100% Construction Documents. GeoDesign shall:

- a. Review design deliverables prior to submission for geotechnical-related information.
- b. Provide written responses to County review comments related to geotechnical items of work.
- c. Provide redline edits to geotechnical technical special provisions.
- d. Assist with cost estimating for foundations and retaining walls
- e. Provide general assistance to KPFF for bridge and retaining wall questions related to geotechnical
- f. Attend up to five (5) progress meetings with the County and KPFF

Deliverables:

- Redline comments to plans and special provisions To be transmitted electronically.

Contingency Task 3.9: Additional Boring for Bridge Pier

This task is for completing an additional boring for the bridge. For this task GeoDesign shall:

- a. Drill up to one boring at a supplement bridge abutment location to a depth of 100 feet BGS. Maintain a detailed log of each exploration, visually classify the soil encountered, obtain soil samples as appropriate for the soil conditions encountered, and observe groundwater conditions in each exploration
- b. Conduct the following laboratory tests using soil samples obtained from the exploration:
  - i. 14 moisture content tests in general conformance with American Society for Testing and Materials (ASTM) D 2216
  - ii. One unit weight tests in general conformance with ASTM D 2937
  - iii. One organic content test in general conformance with ASTM D 2974
  - iv. One Atterberg limit test in general conformance with ASTM D 4318
  - v. One consolidation test in general conformance with ASTM D 2435
  - vi. Three tests for material passing a U.S. Standard No. 200 Sieve in general conformance with ASTM D 1140

Deliverables:

- Boring logs and results consistent with Task 3.5

Contingency Task

3.10 Install Two Additional Piezometers

GeoDesign will:

- a. Drill two borings to estimated depth of 30ft.
- b. Install two piezometers.

TASK 4 VALUE ENGINEERING

Within this task, the KPFF Team shall support the Value Engineering process that will occur at the culmination of the 50% design submittal. KPFF Team shall:

- a. Present 50% documents to the Value Engineering (VE) Team
- b. Respond to general questions from the VE Team on the 50% documents and design.
- c. Provide written responses to VE Team review questions / recommendations.
- d. Incorporate responses into subsequent design documents.

Deliverables:

- Written responses to VE Team review comments. To be transmitted electronically.

Assumptions:

- VE review comments will be combined with other County review comments for 50% design submittal.

TASK 5 - FINAL DESIGN (PS&E):

Within this Task, the Consultant Team shall develop the Final PS&E Drawings, Specifications, Cost Estimates, and Construction Schedule for the preferred bridge TS&L, approach retaining walls, and up to one (1) other minor site structure away from the bridge. KPFF shall:

- a. Advance structural and geotechnical designs from a TS&L (30%) level of completion to a 50% level of completion.
- b. Provide options for accommodating potential widenings of the bridge and retaining walls in the future. Include an evaluation of key criteria including: present and future costs, schedule impacts, long-term maintenance, and permitting implications. Review with County and assist in selecting a preferred approach to be carried forward through design.
- c. Complete an Internal Peer Review and QC/QA Review of 50% design documents.
- d. Submit 50% plans, cost estimates and construction schedule to the County for review. Reference the included Table 1 for a list of drawing sheets assumed for this submittal. A three (3) span bridge along the straight alignment used as the basis of the drawing sheet estimate.
- e. Incorporate County and VE Team's review comments on the 50% submittal into Permit Set designs.
- f. Advance Structural and geotechnical designs from 50% to a permitting plan level of completion.
- g. Coordinate with Environmental Lead to confirm all anticipated information necessary to support the permitting process is provided in the Permit Set design documents.
- h. Complete an Internal Peer Review and QC/QA Review of the Permit Set design documents.
- i. Submit Permit Set drawings, cost estimates, list of required technical specification sections, and construction schedule to the County for review. Submit ancillary information as required by the Environmental Lead to support the permit application processes such as: quantities, duration and timing of in-water work, likely construction techniques needed to construct the work. Reference the included Table 1 for a list of drawing sheets assumed for this submittal. A three (3) span bridge along the straight alignment is used as the basis of the drawing sheet estimate.
- j. It is anticipated that structural / geotechnical design efforts will pause at the completion of the Permit Set, PS&E while the environmental permits are being reviewed by the various agencies and while right-of way is acquired. During the interim, the KPFF design team shall support the environmental permitting application and review processes with structural, geotechnical and general constructability needs.
- k. Review and comment on environmental reports and technical memoranda prior to submittal.
- l. Attend project coordination meetings with County and Environmental Team on an as-needed basis, as determined by the County.

**Restart Design**

- m. Incorporate County review comments and any other permitting requirements on the Permit Set submittal.
- n. Advance the design documents to 99% PS&E Drawings, Specifications, Cost Estimates and Construction Schedule. Incorporate any requirements as a result of permits into 99% PS&E.
- o. Complete an Internal Peer Review and QC/QA Review of the 99% design documents.
- p. Submit 99% PS&E to the County for review. Reference the included Table 1 for a list of drawing sheets assumed for this submittal.
- q. Incorporate any County comments on the 99% documents and complete Final PS&E Drawings, Specifications, Cost Estimates and Construction Schedule.
- r. Complete an Internal Peer Review and QC/QA Review of the Final PS&E documents
- s. Submit the Final PS&E documents to the County. These include: One original, signed and stamped full-size set of Mylar drawings; electronic version of drawing files in ACADD and pdf format; electronic version of special provisions in Word doc format and in accordance with WSDOT specifications formatting; electronic version of cost estimate in Excel format and in accordance with WSDOT Standard format and bid items. Reference the included Table 1 for an assumed list of final drawing sheets.

Other sub-tasks that the KPFF Team shall complete throughout final design shall include:

- t. Assist County with structural and geotechnical support services for Public Involvement outreach. Attend up to 2 public outreach meetings (KPFF only).
- u. Assist County with structural and geotechnical support services as needed for Board of Commissioners and other political hearings. Attend up to two (2) political hearings to support County (KPFF only).
- v. Participate in periodic project team coordination meetings.
  - TS&L to Permit Set - Bi-Weekly Meetings
  - After Permit Plan Set during Environmental/Permitting and R/W – Bi-Weekly Meetings
  - Re-Start design at Permit Plan Set to Final – Bi-Weekly Meetings
- w. Communicate with other design team disciplines (geotechnical, environmental, civil, traffic, survey, right-of-way, public involvement, project management) to coordinate cross-discipline issues and support the efficient exchange of project information.

Deliverables:

- 50% Plans, Permit Plans, 99% PS&E and Final PS&E design packages; design calculations - All design packages and calculations to be transmitted electronically in pdf format. Final document submittal to consist of: one original set of signed full-size drawings; two half-sized hard copies of drawings; ACADD and pdf electronic drawing files; electronic version of special provisions and cost estimate.

Assumptions:

- 3-span bridge along straight alignment; drilled shaft foundations
- Attendance at bi-weekly project coordination meetings at the County during 50% and Permit Plan Set design phases
- Attendance at bi-monthly project coordination after 65% design during Environmental Permitting and Right-of-way phases.
- Attendance at bi-weekly project coordination meetings during re-initiation of structural design through the 99% design phase.

TASK 6 –BIDDING SUPPORT SERVICES

Task 6.1: Structural Bidding Support Services:

Within this Task, KPFF shall:

- a. Respond to prospective bidders' questions and direct responses through County's PM
- b. Coordinate geotechnical questions and responses with GeoDesign



- c. Prepare up to two (2) contract addenda
- d. Assist the County with review of bids
- e. Attend pre-bid meeting

Deliverables:

- Up to two (2) addenda – To be transmitted electronically. Drawing revisions to be provided on full-sized hard copy original and two half-sized copies.
- Written responses to bidder inquiries – To be transmitted electronically. Drawing revisions to be provided on full-sized hard copy original and two half-sized copies.
- 

Assumptions:

- Bidding to occur in mid-2017

Task 6.2 – Geotechnical Bidding Support Services:

Within this Task, GeoDesign shall:

- a. Respond to prospective bidders' questions and direct responses through KPFF

Deliverables:

- Written responses to bidder inquiries – To be transmitted electronically.

TASK 7 – CONSTRUCTION SUPPORT SERVICES

Task 7.1 Structural Construction Services:

Within this Task, KPFF shall:

- a. Attend pre-construction conference
- b. Respond to structural RFIs
- c. Review structural project submittals and shop drawings
- d. Coordinate geotechnical RFIs and submittals with GeoDesign
- e. Attend up to 20 weekly construction meetings
- f. Complete up to 20 periodic on-site visits to review progress, provide technical assistance during certain key steps during construction
- g. Assist County in the review of up to four (4) change orders
- h. Prepare Record Drawings
- i. Conduct and record initial bridge inspection
- j. Complete a Load Rating for the new structure. Load rating to be in accordance with current WSDOT Bridge Load Rating procedures and codes, except as otherwise modified by Clark County

Deliverables:

- Site Visit Reports; reviewed submittals; RFI responses; Record Drawings; Bridge Load Rating, Bridge Inspection Report – Site visit reports, submittals, and RFI responses to be transmitted electronically. Record Drawings to be submitted on full-size Mylars. Bridge Inspection and Bridge Load Rating reports to be submitted electronically and in hard copy format (one original and one copy).

Assumptions:

- KPFF attendance at the pre-construction conference
- KPFF participation in weekly construction meetings and site visits shall be as directed by County
- Construction duration per schedule listed later in proposal

**Task 7.2 – Geotechnical Construction Services (Includes structures, earthwork and pavements):**

Within this Task, GeoDesign shall:

- a. Provide geotechnical support and consultation to the Design Team, as requested.
- b. Review and respond to Contractor's geotechnical-related submittals. Assumes three shafts per bent for a three span bridge and 24 hours of observation time per shaft.
- c. Respond to geotechnical-related RFIs
- d. Attend pre-construction meeting
- e. Provide full-time construction observation services during drilled shaft installations
- f. Evaluate the bottom conditions of all drilled shafts prior to placing concrete using the shaft inspection device (SID)
- g. Evaluate retaining wall subgrades prior to wall construction
- h. Evaluate wall settlement survey data.
- i. Evaluate pavement subgrades prior to placing base rock
- j. Attend up to three (3) additional meetings at the project site or County offices for geotechnical related activities (In addition to the attendances outlined above)

**Deliverables:**

- Daily Field Reports, reviewed submittals; RFI responses directed through KPFF; To be transmitted electronically.

**Assumptions:**

- Attendance at the pre-construction conference
- 3-span bridge with drilled shaft foundations for the intermediate piers and abutments
- Construction duration per schedule listed later in proposal
- Contractor will perform compaction Quality Control and the County will provide Quality Assurance

**Design Criteria**

- Current WSDOT Bridge Design Manual and AASHTO LRFD Bridge Design Specifications, Sixth Edition 2012
- Current WSDOT Geotechnical Design Manual (2012)

**Quality Control / Quality Assurance**

- KPFF shall complete internal quality control and quality assurance reviews of KPFF and subconsultants' deliverables prior to each submittal to the County.
- KPFF shall perform cross discipline reviews prior to each submittal to the County.

**Documents/Materials to be Furnished by the County**

- Site survey, including topographic data, ordinary high water, wetland delineations and other environmental delineations
- Prior studies and preliminary designs completed for this project
- Non-structural engineering reports and support documents
- County's available construction budget
- Non-structural and non-geotechnical drawings, specifications and cost estimates
- Redlined as-built drawings
- Criteria for future widenability of roadway and bridge sections

**Compensation**

Based on the schedule and attached cost estimate, the Consultant and the County mutually agree that the total amount of the billings for The Work shall not exceed **\$1,269,189**. This amount includes a 2.5% annual escalation on estimated wages after year 2013. Billings shall be in the "earned value" format per task and shall be at WSDOT approved hourly rates. A breakdown of this fee is attached separately. All requests for payment are to be submitted to the County by the 10<sup>th</sup> of each month for the previous month's work. Consultant shall include period beginning and ending dates on monthly invoices.

**Anticipated Schedule**

The anticipated schedule is based on the County's draft project schedule as provided to KPFF in January 2013. It is understood that the County and Project Team may refine or edit the schedule after NTP.

Notice to Proceed:	No later than March 22, 2013
Draft TS&L:	July 2013
Final TS&L:	September 2013
50% Plans:	December 2013
Permit Plans:	February 2014
99% Design:	2017
Final PS&E:	2017
Construction:	2017 -2019

**Other**

Contact Troy Pierce or Jean Singer (Project Managers), (360) 397-6118 exts. 4403 / 4823, with any questions or concerns, regarding this task order.

SW:kw

212716/ne 10th avenue bridge – formal task assignment – 2-26-13 SW Version

NE10th Ave. from 154th to 164th, Including Bridge Over Whipple Creek  
Structural and Geotechnical Engineering Services Fee

Date: February 15, 2013, Revised February 26, 2013, Revised March 1, 2013, Revised March 5, 2013																	
Prepared By: S. Whittington, KPFF																	
Submitted to: Clark County																	
Fee Proposal for Professional Structural and Geotechnical Design Services																	
SCOPE OF WORK ITEM	GeoDesign																
	Title	Principal	Associate	Sr. Project Manager	Project Manager II	Project Manager I	Staff - Geologist III	CADD	Project Assistant	RATE							
		PIG: J. Tucker	K. Younger	N. Paveglio	E. Hann	C. Clough	J. Heidergerken	M. Miller	K. Tebbe	\$206.38	\$146.00	\$130.12	\$115.86	\$102.33	\$96.39	\$102.33	\$89.98
<b>NE 10th Ave. Improvements from 154th to 164th, Including a New Bridge Over Whipple Creek</b>																	
<b>Task 1 - Site Visit and Design Kick-off</b>																	
a	Site visit and Design Kick-off Meeting	6	6		6					6							
b	Review available information		6														
c	Design Kick-Off Meeting (hours included in 1.a)																
d	NEPA "Purpose and Need" statement.	4	4														
e	Design Work Plan Meeting	16	40						6								
<b>Task 1 Subtotal Hours</b>		<b>26</b>	<b>56</b>		<b>6</b>	<b>6</b>			<b>6</b>	<b>6</b>	<b>106</b>						
<b>Task 1 Subtotal Costs</b>		<b>\$4,142</b>	<b>\$6,058</b>		<b>\$566</b>	<b>\$1,015</b>			<b>\$1,057</b>	<b>\$527</b>	<b>\$13,365</b>				<b>\$13,365</b>		
<b>Task 2 - Preliminary Design:</b>																	
<b>2.1 Bridge Alternatives Analysis</b>																	
a	Review County's decision matrix	4	8														
b	Review County's initial feasible bridge horizontal alignment alternatives	2	6						2								
c	Evaluate span alternatives for each feasible bridge alignment	10	40	20					2								
d	Develop relative construction cost differences	10	40	20					2								
e	Develop a brief technical memorandum for bridge alignment alternatives	4	16						8	4							
f	Complete internal Peer Review and QC/QA reviews		2		8	16		2									
g	Submit a Draft Bridge Alignment Technical Memorandum	2	4						1	2							
h	Incorporate County review comments and submit Final Bridge Alignment Alternatives Analysis Technical Memorandum	1	4							2							
i	Meet with County and Project Team throughout Preliminary Design	16	44	4													
<b>Task 2.1 Subtotal Hours</b>		<b>49</b>	<b>164</b>	<b>44</b>		<b>8</b>	<b>16</b>	<b>2</b>	<b>15</b>	<b>8</b>	<b>306</b>						
<b>Task 2.1 Subtotal Costs</b>		<b>\$7,805</b>	<b>\$17,741</b>	<b>\$4,662</b>		<b>\$1,353</b>	<b>\$1,731</b>	<b>\$352</b>	<b>\$1,293</b>	<b>\$703</b>	<b>\$35,641</b>				<b>\$35,641</b>		
<b>2.2 Type, Size, and Location (TS&amp;L)</b>																	
a	Alternatives analysis for potential bridge spans and bridge types	8	80	60	20					8							
b	Consider a wide range of potential bridge types (hrs included in 2.2.a)																
c	Modify and / or expand the Evaluation Matrix	2	8														
d	Perform conceptual selection of major structural elements	8	80	40	20					16							
e	Narrow the potential bridge alternatives down to the most favorable options	4	12	8													
f	Complete internal Peer Review and QA/QA Review		2	2		20	40	4									
g	Meet with the County to review the bridge type and span alternatives (refer to Task 2.1.i for meeting hours)																
h	Advance the analysis and design to a TS&L level of detail	10	150	60	20												
i	Coordinate with other design team disciplines	2	16														
j	Coordinate with environmental permitting		8														
k	Prepare a Draft Bridge Type, Size, and Location (TS&L) Report	10	80	60	20					80	12						
l	Complete internal Peer Review and QC/QA		2	2		20	40	4									
m	Submit Draft TS&L Report	1	2	2						2	2						
n	Incorporate County/ Team review comments and complete the Final Bridge TS&L Report	2	24							16	4						
o	Submit Final TS&L Report to County	2	2	2						1	2						
p	Participate in project team meetings (Hours included in Task 2.1.i)																
<b>Task 2.2 Subtotal Hours</b>		<b>49</b>	<b>466</b>	<b>236</b>	<b>80</b>	<b>40</b>	<b>80</b>	<b>8</b>	<b>123</b>	<b>20</b>	<b>1102</b>						
<b>Task 2.2 Subtotal Costs</b>		<b>\$7,805</b>	<b>\$50,411</b>	<b>\$25,004</b>	<b>\$7,547</b>	<b>\$6,766</b>	<b>\$8,654</b>	<b>\$1,410</b>	<b>\$10,604</b>	<b>\$1,757</b>	<b>\$119,960</b>				<b>\$119,960</b>		

NE10th Ave. from 154th to 164th, Including Bridge Over Whipple Creek  
Structural and Geotechnical Engineering Services Fee

SCOPE OF WORK ITEM	Title	Principal	Project Mgr	Design Engr	Design Engr	Principal	Design Engr	Principal	Drafter	Clerical	Sub-total	Expenses	KPFF	Principal	Associate	Sr. Project	Project	Project	Staff	CADD	Project
	Role	Name	Name	Name	Name	Name	Name	Name	Name	Name	Hourly	\$	\$	Name	Name	Manager	Manager II	Manager I	Geologist III	Operator	Assistant
	Rate	\$159.29	\$108.38	\$105.95	\$96.34	\$169.16	\$108.18	\$175.24	\$86.22	\$87.85	HR\$ / \$	\$	\$	I. Tucker	K. Younger	N. Pavaglio	E. Hann	C. Clough	J. Heldgerken	M. Miller	K. Tebbe
<b>Task 3 - Geotechnical Investigations and Reporting</b>																					
<b>3.1 Preliminary Geotechnical Analysis Recommendations</b>																					
a	Design Kick-off and Design Work Plan meetings															6		6			
b	Review available existing subsurface site information and maps																4		4		
c	Preliminary analyses of foundations and retaining walls															2		12			
d	Fatal flaw and cost analysis of proposed foundation															2		10			
e	Fatal Flaw and cost analysis of proposed retaining wall systems															2		2			
f	Prepare a technical memorandum summarizing preliminary geotechnical recommendations															3		5			3
g	Review Draft geotechnical portions of the TS&L															2		3			
<b>3.2 Geotechnical Investigations - Structures and Earthwork</b>																					
a	Field exploration program for bridge															1		3		4	55
b	Field Exploration program for walls																1				30
c	Installation of vibrating wire piezometers																				2
d	Pilot infiltration tests																	2			20
e	Read piezometers																				30
<b>3.3 Geotechnical Testing - Structures and Grading</b>																					
a	Laboratory Testing																	1			2
<b>3.4 Geotechnical Analysis - Structures and Earthwork</b>																					
a	Construction recommendations for site preparation															2		4		5	
b	Deep foundation design															3		24			
c	Wall design recommendations and settlement															3		10		12	
d	Slope stability analysis															3		6		12	
<b>3.5 Geotechnical Reporting - Structures and Earthwork</b>																					
a	Draft report															6		24		3	6
b	Final Report															4		16			4
<b>3.6 Pavement Studies and Reports</b>																					
a	Meetings with KPFF and Clark County																	4			
b	Permits																				4
c	Field exploration program																	2			10
d	Laboratory Testing																	1			1
e	Analyze traffic loadings																				
f	Pavement structural designs																				
g	Recommendations for materials and construction																				
h	Draft report																				2
i	Final Report																				1
<b>3.7 Support Value Engineering Study</b>																					
a	Respond to questions and comments from the VE study															6		4			
b	Incorporate VE recommendations into the geotechnical documentation															2		4			
<b>3.8 Support Final Design</b>																					
a	Review design deliverables prior to submission for geotechnical-related information																				
b	Provide written responses to County review comments related to geotechnical items of work																				
c	Provide redline edits to geotechnical technical special provisions																				
d	Assist with cost estimating for foundations and retaining walls																				
e	Provide general assistance to KPFF for bridge and retaining wall questions related to geotechnical																				
f	Attend up to five (5) progress meetings with the County and KPFF																				
<b>3.9 CONTINGENCY Additional Boring for Bridge</b>																					
a	Exploration program																				10
b	Laboratory Testing																				2
<b>3.10 CONTINGENCY Install Two Additional Piezometers</b>																					
a	Drill two boring to estimated depths of 30 feet																				6
b	Install two piezometers																				2
<b>Task 3 Subtotal Hours</b>														83	27	147	29	11	176	16	15
<b>Task 3 Subtotal Costs</b>														\$17,130	\$3,942	\$19,128	\$3,360	\$1,126	\$16,965	\$1,637	\$1,350

NE10th Ave. from 154th to 164th, Including Bridge Over Whipple Creek  
Structural and Geotechnical Engineering Services Fee

SCOPE OF WORK ITEM	Title	Principal	Project Mgr	Design Engr	Design Engr	Principal	Design Engr	Principal	Drafter	Clerical	Sub-total	Expenses	KPFF	Principal	Associate	Sr. Project	Project	Project	Staff	CADD	Project
	Role Name	FOR C. Totten	Structural Lead S. Whitington	Prof. Engr F. Walker	Prof. Engr C. Pitt	Peer Reviewer D. Miskulien	QC/QA T. Rutenford	Quality Mgr A. Johnson	Lead Drafter J. Wilkes	Admin. J. Dean	Hourly Amount			Task Total RRLT+ Expenses	PIC J. Tucker	R. Younger	N. Paveglio	E. Haam	C. Clough	Geologist III J. Heldgerken	M. Miller
	RATE	\$159,329	\$108,18	\$105,95	\$94,34	\$169,16	\$168,18	\$176,24	\$86,22	\$87,85				\$206.38	\$146.00	\$130.12	\$115.86	\$102.33	\$96.39	\$102.33	\$89.98
<b>Task 4 -Value Engineering</b>																					
a	Present 50% documents to the Value Engineering (VE) Team	3	12	6					2	2											
b	Respond to general questions from the VE Team	2	8																		
c	Provide written responses to VE Team	4	12							3											
d	Incorporate responses into subsequent design documents (Hrs included in other Tasks)																				
Task 4 Subtotal Hours		9	32						2	5	48										
Task 4 Subtotal Costs		\$1,434	\$3,462						\$172	\$439	\$5,507		\$5,507								
<b>Task 5 -Final Design (PS&amp;E)</b>																					
a	Advance analyses and designs from TS&L to 50%	60	400	200	200																
a	Advance drawings from TS&L to 50%	30	100	60	60				500												
b	Provide options for accommodating potential widenings	10	40	40	10				16												
c	Complete an Internal Peer Review and QC/QA Review		4			60	60	3	16												
d	Submit 50% plans, cost estimates and construction schedule	2	4		4				4	4											
e	Incorporate County and VE Team's review comments on the 50% submittal		8	2	2																
f	Advance ANALYSES and DESIGNS from 50% to 65% (permitting plan)	40	300	150	150					8											
f	Advance DRAWINGS from 50% to 65% (permitting plan)	16	80	40	40				320												
g	Coordinate with Environmental Lead		40	20																	
h	Complete an Internal Peer Review and QC/QA Review		4			60	60	3	8												
i	Submit 65% Permit drawings, cost estimates, list of required technical specification sections, and construction schedule	2	6		6				6	4											
j	Support the environmental permitting application and review processes	4	40	20																	
k	Review and comment on environmental reports	2	24																		
l	Attend project coordination meetings (see Task 5.v)																				
m	Respond to comments on 65% PS&E and incorporate into designs		12																		
n	Advance ANALYSES and DESIGNS and SPECS from 65% to 89%	90	600	400	400					20											
n	Advance DRAWINGS from 65% to 89%	30	200	100	100				750												
o	Complete an Internal Peer Review and QC/QA Review		4			80	60	3	16												
p	Submit 89% PS&E and schedule	2	4		4				4	4											
q	Complete Final PS&E and schedule	8	30	20	20				20	8											
r	Complete an Internal Peer Review and QC/QA Review		2			10	20	2	4												
s	Submit the Final PS&E	4	10	8				1	4	4											
t	Assist County with Public Involvement Outreach	1	12						8												
u	Assist County with political hearings	1	12						8												
v	Participate in periodic project team coordination meetings																				
	Between TS&L and 65%	8	32	8																	
	After 65% during Emviro / Permitting and RAW	6	30	6																	
	Between re-start of design (65%) and Final PS&E	8	40	8																	
w	Coordinate with other design team disciplines	10	120	120																	
Task 5 Subtotal Hours		334	2158	1202	996	210	200	12	1684	52	6848										
Task 5 Subtotal Costs		\$53,204	\$233,448	\$127,353	\$93,958	\$35,524	\$21,636	\$2,115	\$145,187	\$4,568	\$716,992	\$500	\$717,492								
<b>Task 6 -Bidding Support Services</b>																					
<b>6.1 Structural Bidding Support Services</b>																					
a	Respond to prospective bidders' questions	2	12																		
b	Coordinate geotechnical questions		3																		
c	Prepare contract addenda	2	12	10			3	2	8	6											
d	Assist with review of bids		4																		
e	Attend pre-bid meeting		6																		
<b>6.2 Geotechnical Bidding Support Services</b>																					
a	Respond to prospective bidders' questions and direct responses through KPFF													4		18					
Task 6 Subtotal Hours		4	37	10			3	2	8	6	70			4		18					
Task 6 Subtotal Costs		\$637	\$4,003	\$1,060			\$325	\$352	\$690	\$527	\$7,593	\$50	\$7,643	\$826		\$2,342					
<b>Task 7 -Construction Support Services</b>																					

NE10th Ave. from 154th to 164th, Including Bridge Over Whipple Creek  
Structural and Geotechnical Engineering Services Fee

SCOPE OF WORK ITEM	Title		Principal	Project Mgr	Design Engr	Design Engr	Principal	Design Engr	Principal	Drafter	Clerical	Sub-total	Expenses	KPFF	Principal	Associate	Sr. Project	Project	Project	Staff	CADD	Project
	Role	Name	BOR	Structural Lead	Proj. Engr	Proj. Engr	Peer Reviewer	QC/QA	Quality Mgr	Lead Drafter	Admin.	Hourly Amount		Task Total	PIC	K. Younger	N. Pavaglio	E. Hann	C. Clough	J. Heldgerken	M. Miller	K. Tebbe
RATE			\$159.29	\$108.18	\$105.95	\$94.34	\$169.16	\$108.18	\$176.24	\$86.22	\$87.85		\$	\$	\$206.38	\$146.00	\$130.12	\$115.86	\$102.33	\$96.39	\$102.33	\$89.98
<b>7.1 Structural Construction Services</b>																						
a	Attend pre-construction conference			4																		
b	Respond to structural RFIs	24	100	50	50	4	6	2	8				no travel charges									
c	Review structural project submittals and shop drawings	24	120	120	40	4	6	2														
d	Coordinate geotechnical RFIs and submittals		10		10																	
e	Attend up to 20 weekly construction meetings	10	80	12	12								no travel charges									
f	Complete up to 20 periodic on-site visits to review progress	10	40	40	12								no travel charges									
g	Assist in review of change orders	4	40	20			4	1		20	4											
h	Prepare Record Drawings	2	10		10		4	1	40	2												
i	Conduct and record initial bridge inspection	2	16		8		2			2												
j	Complete a Load Rating for the new structure	4	16		80		8	1		4												
<b>7.2 Geotechnical Construction Services</b>																						
a	Provide geotechnical support and consultation to the Design Team														6		6					
b	Review and respond to Contractor's geotechnical-related submittals														20		60					
c	Respond to geotechnical-related RFIs														20		60					
d	Attend pre-construction meeting																8					
e	Provide full-time construction observation services during drilled shaft installations																18			288		
f	Evaluate the bottom conditions of all drilled shafts prior to placing concrete using the shaft inspection device (SID)																8		62			
g	Evaluate retaining wall subgrades prior to wall construction																			20		
h	Evaluate wall settlement survey data														2		4	20			20	
i	Evaluate pavement subgrades prior to placing base rock																				20	
j	Attend up to three (3) additional meetings at the project site or County offices for geotechnical related activities																18					
Task 7 Subtotal Hours		80	436	242	222	8	30	7	48	32	1105				48		182	20	62	328		
Task 7 Subtotal Costs		\$12,743	\$47,166	\$25,640	\$20,942	\$1,353	\$3,245	\$1,234	\$4,138	\$2,811	\$119,273			\$119,273	\$9,906		\$23,682	\$2,317	\$6,344	\$31,616		
TOTAL HOURS =		551	3349	1734	1304	272	329	37	1880	129	9585				135	27	347	49	73	504	16	15
TOTAL COSTS =		\$87,770	\$362,288	\$183,719	\$123,013	\$46,012	\$35,591	\$6,521	\$162,085	\$11,333	\$1,018,331	\$550	\$1,018,881	\$27,861	\$3,942	\$45,152	\$5,677	\$7,470	\$48,581	\$1,637	\$1,350	

	KPFF	GeoDesign	TOTAL
Total Hours for Tasks 1-7=	9585	1,174	10,759
Total Hourly Costs for Tasks 1-7=	\$1,018,331	\$142,219	\$1,160,550
Total Expenses for Tasks 1-7=	\$550	\$48,563	\$49,113
TOTAL for Tasks 1 through 7 =	\$1,018,881	\$190,782	\$1,209,663

Fee Estimate Notes

- KPFF will not charge for local travel mileage within Clark County
- Spreadsheet includes Costs and hours for Contingency tasks

ESCALATIONS

Year	Approx. Unescalated Fee Amount	Estimated Escalation Rate (2.5% per year)	ESCALATED Fee Amount
2013	567,920	1	\$ 567,920
2014	71,748	1.025	\$ 73,543
2015	35,875	1.051	\$ 37,691
2016	179,373	1.077	\$ 193,165
2017	224,462	1.104	\$ 247,764
2018	70,153	1.131	\$ 79,372
2019	60,131	1.160	\$ 69,734
2020		1.189	
TOTAL	\$1,209,663		\$ 1,289,189

0.025

*NE10th Ave. from 154th to 164th, Including Bridge Over Whipple Creek  
Structural and Geotechnical Engineering Services Fee*

Date: February 15, 2013, Revised February 26, 2013, Revised March 1, 2013, Revised March 5, 2013  
Prepared By: S. Whittington, KPFF  
Submitted to: Clark County  
Fee Proposal for Professional Structural and Geotechnical Design Services

3/10/12  
2  
2



## **Exhibit C**

### **Electronic Exchange of 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: *Provided by Clark County in AutoCAD Civil 3D 2013. Any survey data supplied by the consultant shall be in the same format.*
- B. Roadway Design Files: *AutoCAD Civil 3D 2013. Subfiles will be provided by Clark County for standard borders, line types, etc.*
- C. Computer Aided Drafting Files: *Drawing files (.dwg); AutoCAD 2013*
- D. Specify the Agency's Right to Review Product with the Consultant:  
*The county may choose to review the product at any time in consultation with the Consultant, but standard review periods (e.g. at 50% design) are established elsewhere in the scope.*
- E. Specify the Electronic Deliverables to Be Provided to the Agency:  
*Preliminary Plans – PDF*  
*Final electronic design files – All AutoCAD drawing (.dwg) files, incl. Civil 3D files; in formats above*
- F. Specify What Agency Furnished Services and Information Is to Be Provided  
*Topographical survey in format above*  
*Roadway alignment and profile in format above*

#### **II. Any Other Electronic Files to Be Provided**

- Reports – PDF*
- Specifications – Microsoft Word*
- Estimates – PDF and Microsoft Excel*
- Exhibits (for open houses, etc.) – TBD*
- GPS/GIS data – in formats matching survey data provided by Clark County*

#### **III. Methods to Electronically Exchange Data**

- A. Agency Software Suite: *Microsoft Office Professional Plus 2010*
- B. Electronic Messaging System: *Email (MS Outlook in suite above)*
- C. File Transfers Format: *An ftp site will be set up as necessary to transfer large files. In addition, files can be copied to disc for delivery if necessary.*

## **Exhibit D-3 Payment (Negotiated Hourly Rate)**

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

1. **Hourly Rates:** The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibit "E" and "F" attached hereto and by this reference made part of this AGREEMENT. The rates listed shall be applicable for the first twelve (12) month period and shall be subject to negotiation for the following twelve (12) month period upon request of the CONSULTANT or the AGENCY. If negotiations are not conducted for the second or subsequent twelve (12) month periods within ninety (90) days after completion of the previous period, the rates listed in this AGREEMENT, or subsequent written authorization(s) from the AGENCY shall be utilized. The rates are inclusive of direct salaries, payroll additives, overhead, and fee. The CONSULTANT shall maintain support data to verify the hours billed on the AGREEMENT.
2. **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.
  - a. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations CFR Part 31.205-46 "Travel Costs."
  - b. The billing for direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
  - c. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request.
  - d. All above charges must be necessary for the services provided under this AGREEMENT.
3. **Management Reserve Fund:** The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."

4. **Maximum Total Amount Payable:** The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
5. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly billing shall be supported by detailed statements for hours expended at the rates established in Exhibit "E", 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 PROJECT at the time of the interview.
6. **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 work 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) 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. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

7. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) 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 contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

## **Exhibit D-4 Payment (Provisional Hourly Rate)**

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

1. **Hourly Rates:** The CONSULTANT shall be paid by the AGENCY for work done based upon the provisional hourly rates shown in Exhibit "E" and "F" attached hereto and by this reference made part of this AGREEMENT. The actual hourly rates will be determined by an audit of the CONSULTANT'S last completed fiscal year and/or their current projected fiscal year. The provisional and/or audited rates listed shall be applicable for the first twelve (12) month period and shall be subject to negotiation for the following twelve (12) month period upon request of the CONSULTANT or the AGENCY. If negotiations are not conducted for the second or subsequent twelve (12) month periods within ninety (90) days after completion of the previous period, the rates listed in this AGREEMENT, or subsequent written authorization(s) from the AGENCY shall be utilized. The rates are inclusive of direct salaries, payroll additives, overhead, and fee. The CONSULTANT shall maintain support data to verify the hours billed on the AGREEMENT.

In the event re-negotiation of the hourly rates is conducted, the AGENCY reserves the right to audit for any change in the overhead rate currently in use by the CONSULTANT and modify the hourly rates to be paid to the CONSULTANT subsequent to the re-negotiation accordingly. Any changes in the CONSULTANT'S fixed hourly rates may include salary or overhead adjustments.

2. **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-consultant costs.
  - a. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 CFR Part 31.205-46 "Travel Costs."
  - b. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
  - c. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request.
  - d. All above charges must be necessary for the services provided under this AGREEMENT.

3. **Management Reserve Fund:** The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."
4. **Maximum Total Amount Payable:** The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
5. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "E" 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 PROJECT at the time of the interview.
6. **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 work 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) 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. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

7. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) 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 contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.



**Exhibit E-2  
 Consultant Fee Determination - Summary Sheet  
 (Specific Rates of Pay)  
 Fee Schedule**

Date: March 1, 2013; revised March 5, 2013

Personnel	Salary Rate		Overhead Multiplier @ 145.16%		Sub total		Profit @ 15.00%		Billing Rate	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
<b>KPFF Structural Engineering</b>										
Principal	\$49.62	\$65.64	\$72.03	\$95.28	\$121.65	\$160.92	\$18.25	\$24.14	\$139.90	\$185.06
Associate / Project Manager	\$36.93	\$46.16	\$53.61	\$67.01	\$90.54	\$113.17	\$13.58	\$16.98	\$104.12	\$130.15
Design Engineer	\$23.94	\$38.37	\$34.75	\$55.70	\$58.69	\$94.07	\$8.80	\$14.11	\$67.49	\$108.18
Drafter	\$22.79	\$35.20	\$33.08	\$51.10	\$55.87	\$86.30	\$8.38	\$12.95	\$64.25	\$99.25
Clerical	\$27.69	\$31.45	\$40.19	\$45.65	\$67.88	\$77.10	\$10.18	\$11.57	\$78.06	\$88.67

Overhead multiplier based on WSDOT Audit of KPFF fiscal year 2009 -2010.

**Exhibit F**  
**Breakdown of Overhead Cost**

<b>Account Title</b>	<b>\$ Beginning Total</b>	<b>% of Direct Labor</b>
Direct Labor	<b>SEE ATTACHED</b>	<b>SEE ATTACHED</b>
Overhead Expenses:		
FICA		
Unemployment		
Health/Accident Insurance		
Medical Aid & Industrial Insurance		
Holiday/Vacation/Sick Leave		
Commission/Bonus/Pension		
<b>Total Fringe Benefits</b>		
General Overhead:		
State B&O Taxes		
Insurance		
Administration & Time Not Assignable		
Printing, Stationery & Supplies		
Professional Services		
Travel Not Assignable		
Telephone & Telegraph Not Assignable		
Fees, Dues & Professional Meetings		
Utilities & Maintenance		
Professional Development		
Rent		
Equipment Support		
Office, Miscellaneous & Postage		
<b>Total General Overhead</b>		
<b>Total Overhead (General + Fringe)</b>	<b>SEE ATTACHED</b>	<b>SEE ATTACHED</b>
<b>Overhead Rate (Total Overhead / Direct Labor)</b>	<b>SEE ATTACHED</b>	<b>SEE ATTACHED</b>



**KPFF, INC. AND SUBSIDIARY**

**Consolidated Statement of Direct Labor, Fringe Benefits and General Overhead  
For the Fiscal Year Ended April 30, 2010**

Classification	Financial Statements for the Year Ended April 30, 2010			Ref	Total Proposed	Allocations (A & B)	
		Adjustments				Home Office Costs	Field Office Costs
1 Direct Labor Base	\$ 34,925,361	\$ 57,032		C.	\$ 34,982,393	\$ 34,656,410	\$ 325,983
<b>Fringe Benefits</b>							
2 Payroll taxes	4,818,743	(64,882)		D.	4,753,861	4,709,562	44,299
3 Group insurance	4,374,297				4,374,297	4,333,535	40,762
4 Vacation, holiday and sick pay	5,712,882				5,712,882	5,659,647	53,235
<b>Total Fringe Benefits</b>	<b>14,905,922</b>	<b>(64,882)</b>			<b>14,841,040</b>	<b>14,702,744</b>	<b>138,296</b>
<b>General Overhead</b>							
5 Indirect labor	12,529,532	(557,841)		C., E.	11,971,691	11,860,133	111,558
6 Bonuses and severance pay	11,550,232	(3,000,000)		F.	8,550,232	8,470,557	79,675
7 Ops - nonchargeable	624,327	(373,359)		E.	250,968	248,629	2,339
8 Blueprinting and duplicating	256,466	(119,601)		G.	136,865	136,538	327
9 Rent	8,153,951	(208,251)		H.	7,945,700	7,945,700	
10 Repairs and maintenance	196,694				196,694	196,694	
11 City and state business tax	868,238	(44,700)		I.	823,538	815,864	7,674
12 Depreciation	1,239,287				1,239,287	1,239,287	
13 Other taxes and licenses	179,188	3,563		I.	182,751	182,314	437
14 Insurance, other than life	785,993	(31,716)		L.	754,277	747,248	7,029
15 Clerical supplies	448,518	(83,358)		J., K.	365,160	364,286	874
16 Drafting supplies and postage	359,342	(68,936)		J.	290,406	289,711	695
17 Telephone	505,689	(2,009)		J.	503,680	502,475	1,205
18 Professional dues, fees books and conferences	589,574	(195,816)		J., L.	393,758	390,089	3,669
19 Car	772,257	(214,805)		J., M.	557,452	556,118	1,334
20 Travel - Promotional	664,204	(664,204)		J., N.			
21 Travel - Other	139,195				139,195	138,862	333
22 Legal	1,097,438	(993,723)		O.	103,715	103,467	248
23 Accounting	211,966	(126,060)		P.	85,906	85,105	801
24 Employee morale and meals	582,783	(517,945)		Q.	64,838	64,234	604
25 Moving	39,091	(27,400)		J.	11,691	11,663	28
26 School	50,388				50,388	49,918	470
27 Personnel procurement	57,990	(26,622)		Q.	31,368	31,293	75
28 Miscellaneous job fixes	116,577	(116,577)		G.			
29 Contributions	180,723	(180,723)		R.			
30 Computer	1,128,368	(1,200)		G.	1,127,168	1,124,471	2,697
31 Promotional and other entertainment	160,593	(160,593)		Q.			
<b>Total General Overhead</b>	<b>43,488,604</b>	<b>(7,711,876)</b>			<b>35,776,728</b>	<b>35,554,656</b>	<b>222,072</b>
<b>Total Fringe Benefits and General Overhead</b>	<b>58,394,526</b>	<b>(7,776,758)</b>			<b>50,617,768</b>	<b>50,257,400</b>	<b>360,368</b>
32 Facilities Cost of Money (FCCM)		163,585		S.	163,585	163,194	391
<b>Total Overhead with FCCM</b>	<b>\$ 58,394,526</b>	<b>\$ (7,613,173)</b>			<b>\$ 50,781,353</b>	<b>\$ 50,420,594</b>	<b>\$ 360,759</b>
<b>Overhead Rate</b>	<b>167.20%</b>	<b>-22.04%</b>			<b>145.16%</b>	<b>145.49%</b>	<b>110.67%</b>

See accompanying notes.



**Washington State  
Department of Transportation**  
Paula J. Hammond, P.E.  
Secretary of Transportation

**Transportation Building**  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300

360-705-7000  
TTY: 1-800-833-6388  
www.wsdot.wa.gov

February 21, 2012

Molly Wilcox, VP Finance  
KPFF Inc.  
1601 Fifth Avenue, Suite 1600  
Seattle, WA 98101-3665



RE: KPFF Inc. Overhead Schedules  
Fiscal Year End April 30, 2010

Dear Ms. Wilcox:

We have completed a desk review of your overhead schedule for the above referenced fiscal year. Our review included the documentation provided by KPFF.

The schedule was audited by the CPA firm Clark Nuber for compliance with Part 31 of the Federal Acquisition Regulations. Clark Nuber accepted an overhead rate for the year ended April 30, 2010, at 145.16% of direct labor.

The reviewed data included, but was not limited to; the schedule of the indirect cost rate, a description of the company, basis of accounting and description of KPFF's accounting system and the basis of indirect costs.

Based on our work, we are issuing this letter of review establishing KPFF's Company Wide overhead rate for the fiscal year ending April 30, 2010, at 145.16% of direct labor. Within the company wide rate of 145.16% is the Field rate of 110.67% and the Home rate of 145.49% of direct labor. Costs billed to actual agreements will still be subject to audit of actual costs.

Please check with the WSDOT Consultant Services Office (HQ) and/or the WSDOT Area Consultant Liaison to determine when this reviewed rate will be applicable to your WSDOT agreement(s).

Also, remember that when you provide next year's overhead schedule to our office, you will also need to submit your *Compensation Analysis* for review. This analysis must be in compliance with the steps listed in the AASHTO Audit Guide, Chapter 7. We will need your *Compensation Analysis* in order to complete our review of your overhead schedule.

Ms. Wilcox  
February 21, 2012  
Page 2

If you, or any representatives of KPFF, have any questions, please contact Martha Roach, Jeri Sivertson, or Steve McKerney at (360) 705-7003.

Sincerely,

*Martha Roach*

Martha S. Roach  
Agreement Compliance Audit Manager

MR:ds  
Enclosure

cc: Steve McKerney, Director of Internal Audit  
Jeri Sivertson, Assistant Director of Internal Audit  
Larry Schofield, MS 47323  
Phil Segami, MS NB82-121  
File





**Exhibit G-2  
SubConsultant Fee Determination - Summary Sheet  
(Specific Rates of Pay)  
Fee Schedule**

**date: March 1, 2013  
revised March 5, 2013  
GeoDesign, Inc.**

OH 187.04% << Approved OH rate (WSDOT)  
Fee 15.00% for year ended December 31, 2009

**WSDOT APPROVED RATES**

Class	Actuals Not to Exceed Table				Loaded		Rates NTE
	Salary Low	Salary High	OH Low	OH High	Rate Low		
Sr.Principal	\$81.53	\$81.53	\$ 152.49	\$ 152.49	\$ 269.13	\$	269.13
Principle	\$46.39	\$67.53	\$ 86.77	\$ 126.31	\$ 153.13	\$	222.91
Sr Associate	\$45.52	\$45.52	\$ 85.14	\$ 85.14	\$ 150.26	\$	150.26
Associate	\$40.49	\$52.89	\$ 75.73	\$ 98.93	\$ 133.66	\$	174.59
Sr Project Manager	\$38.50	\$55.00	\$ 72.01	\$ 102.87	\$ 127.09	\$	181.55
Project Manager II	\$33.81	\$35.48	\$ 63.24	\$ 66.36	\$ 111.61	\$	117.12
Project Manager I	\$31.00	\$33.51	\$ 57.98	\$ 62.68	\$ 102.33	\$	110.62
Engineering /Geological Staff III	\$26.92	\$33.17	\$ 50.35	\$ 62.04	\$ 88.86	\$	109.49
Engineering /Geological Staff II	\$24.05	\$26.48	\$ 44.98	\$ 49.53	\$ 79.39	\$	87.41
Engineering /Geological Staff I	\$23.08	\$23.08	\$ 43.17	\$ 43.17	\$ 76.19	\$	76.19
Senior Technician	\$20.00	\$30.69	\$ 37.41	\$ 57.40	\$ 66.02	\$	101.31
Technician II	\$18.50	\$22.95	\$ 34.60	\$ 42.93	\$ 61.07	\$	75.76
Technician	\$17.51	\$17.51	\$ 32.75	\$ 32.75	\$ 57.80	\$	57.80
CAD	\$22.95	\$31.00	\$ 42.93	\$ 57.98	\$ 75.76	\$	102.33
Project Assistant	\$22.89	\$31.25	\$ 42.81	\$ 58.45	\$ 75.56	\$	103.16
Support Staff	\$16.50	\$21.84	\$ 30.86	\$ 40.85	\$ 54.47	\$	72.09

**Exhibit G-3**  
**Breakdown of Subconsultants Overhead Cost**

<b>Account Title</b>	<b>\$ Beginning Total</b>	<b>% of Direct Labor</b>
Direct Labor	<b>SEE ATTACHED</b>	<b>SEE ATTACHED</b>
Overhead Expenses:		
FICA		
Unemployment		
Health/Accident Insurance		
Medical Aid & Industrial Insurance		
Holiday/Vacation/Sick Leave		
Commission/Bonus/Pension		
<b>Total Fringe Benefits</b>		
General Overhead:		
State B&O Taxes		
Insurance		
Administration & Time Not Assignable		
Printing, Stationery & Supplies		
Professional Services		
Travel Not Assignable		
Telephone & Telegraph Not Assignable		
Fees, Dues & Professional Meetings		
Utilities & Maintenance		
Professional Development		
Rent		
Equipment Support		
Office, Miscellaneous & Postage		
<b>Total General Overhead</b>		
<b>Total Overhead (General + Fringe)</b>	<b>SEE ATTACHED</b>	<b>SEE ATTACHED</b>
<b>Overhead Rate (Total Overhead / Direct Labor)</b>	<b>SEE ATTACHED</b>	<b>SEE ATTACHED</b>

**Exhibit G-3**  
**Breakdown of Subconsultants Overhead Cost**

**GeoDesign, Inc.**  
**Overhead Schedule**  
**For the Year Ended December 31, 2009**

Description	Financial Statement Amount	GeoDesign Adj	WSDOT Adj	Ref	Accepted Amount	%
<b>Direct Labor</b>	<u>\$2,023,066</u>				<u>\$2,023,066</u>	
<b>Fringe Benefits:</b>						
Vacation	\$274,441				\$274,441	13.57%
Holiday	136,032				136,032	6.72%
Sick & Other Leave	143,899				143,899	7.11%
Payroll Taxes	400,859				400,859	19.81%
Group Insurance (Includes KeyMan)	545,031	(11,469)		(7)	533,562	26.37%
Incentive Payments - Bonuses	0				0	0.00%
Profit Sharing	0				0	0.00%
Fitness Benefit	8,581				8,581	0.42%
Retirement Benefits/401K	34,687				34,687	1.71%
<b>Total Fringe Benefits</b>	<u>\$1,543,530</u>	<u>(\$11,469)</u>	<u>\$0</u>		<u>\$1,532,060</u>	<u>75.73%</u>
<b>General Overhead:</b>						
Indirect Labor	\$2,055,240	(\$248,747)	(\$491,500)	11,16,A,B	\$1,314,993	65.00%
COG - Lab & Field Supplies	105,266	(89,543)		2,13	15,723	0.78%
Building Rental and Expenses	441,519				441,519	21.82%
Equipment Rental and Expenses	65,611				65,611	3.24%
Utilities	9,917				9,917	0.49%
Travel and Expenses - general	15,630	(551)		3	15,079	0.75%
Employees' Expenses	112,001	(53,270)		4,5	58,731	2.90%
Supplies					0	0.00%
Taxes - general	146,717	(77,166)		14	69,551	3.44%
Depreciation and Amortization	292,785	(87,200)		2	205,585	10.16%
Postage	16,586				16,586	0.82%
Subscriptions	13,104				13,104	0.65%
Donations	7,796	(7,796)		6	0	0.00%
Insurance	97,041				97,041	4.80%
Bad Debts	(89,494)	89,494		8	0	0.00%
Office Expense	275,367	(10,572)	(5,567)	9,12,C	259,228	12.81%
Interest - net	50,624	(50,624)		10	0	0.00%
Professional Services	79,465	(62,553)		2,13	16,912	0.84%
Temporary Help	30,797				30,797	1.52%
Advertising/Promotional materials	9,885	(9,885)		11	0	0.00%
Marketing Expense	59,227	(59,227)		3,4,5	0	0.00%
Computer Expense	4,751				4,751	0.23%
Freight	3,654				3,654	0.18%
Lab Equipment Recovery Credit, Refun	(397,077)				(397,077)	-19.63%
Printing/Reproductions Credit, Refunds	(15,434)				(15,434)	-0.76%
Other Direct Cost Credit, Refunds	(10,131)				(10,131)	-0.50%
<b>Total General Overhead</b>	<u>\$3,380,847</u>	<u>(\$667,640)</u>	<u>(\$497,067)</u>		<u>\$2,216,141</u>	<u>109.54%</u>



**GeoDesign, Inc.**  
**Overhead Schedule**  
**For the Year Ended December 31, 2009**

Description	Financial Statement Amount	GeoDesign Adj	WSDOT Adj	Ref	Accepted Amount	%
<b>Total Overhead Costs</b>	<u>\$4,924,377</u>	<u>(\$679,109)</u>	<u>(\$497,067)</u>		<u>\$3,748,201</u>	<u>211.78%</u>
<b>Overhead Rate (Less FCCM)</b>	243.41%	209.84%			<u>185.27%</u>	
Facilities Capital Cost of Money (FCCM)	\$35,774				\$35,774	1.77%
<b>Overhead Rate (Includes FCCM)</b>	245.18%	211.61%			<u>187.04%</u>	

**References**

**GeoDesign Adjustments:**

- 1 FAR 31.205-6(a)(i)(A)&(B) - Compensation pd to owners in excess of reasonable amount and considered distribution of profits
- 2 FAR 31.202 (a) - Direct Project costs unallowable
- 3 FAR 31.205-46 - Travel Costs in Excess of FTR Rates
- 4 FAR 31.205-51 - Alcohol unallowable
- 5 FAR 31.205-46 - Local meals unallowable
- 6 FAR 31.205-8- Contributions
- 7 FAR 31.205-19 (e)(2)(v)-Key Man Insurance
- 8 FAR 31.205-3-Bad Debts
- 9 FAR 31.205-15- Fines/Penalties
- 10 FAR 31.205-20- Interest Expense
- 11 FAR 31.205-1- Advertising and Promotional costs
- 12 FAR 31.205-16 Employee Morale, Health etc.
- 13 FAR 31.205-18 (Allowed B&P) and FAR 31.205-38 (Unallowed+B33)
- 14 FAR 31.205-41 Taxes
- 16 FAR 22.103-1, 22.301-4(g) Unallowable Overtime

**WSDOT Adjustments:**

- A Reduced Indirect labor by \$462,600, or 65% of Direct labor per Reasonableness 48 CFR 31.201-3. GeoDesign Direct Labor Base decreased while the indirect labor increased. See attached analysis.
- B Bonus, \$28,900, unallowable per 48 CFR 31.205-6(f) - No written bonus.
- C Gifts unallowable per 48 CFR 31.205-13(b); Entertainment unallowable per 48 CFR 31.205-14; Contributions unallowable per 48 CFR 31.205-8; Marketing unallowable per 48 CFR 31.205-1; Local Meals unallowable per 48 CFR 31.205-14, WSDOT OH Policy, and WSDOT Accounting Manual M13-82 Chapter 10 Travel; Reasonableness unallowable per 48 CFR 31.201-3; and Allocability unallowable per 48 CFR 31.201-4.

*(A) - Per the AASHTO Audit Guide: Significant increases in Direct/Indirect Labor accounts are potential areas of risk regarding internal labor. The amount of indirect labor in the indirect cost pool in relation to direct labor may cause concerns regarding a firm's efficiency and the extent to which the Government should reimburse costs through the overhead rate. Productivity and/or other efficiency measures may be used by a State DOT to assess the reasonableness of a consultant's labor distribution. Consultants must consistently monitor the recording of direct and indirect labor cost to ensure accuracy and must monitor staffing levels to ensure the maximum utilization of employees to minimize excess or idle capacity.*



**Washington State  
Department of Transportation**  
**Paula J. Hammond, P.E.**  
Secretary of Transportation

**Transportation Building**  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300

360-705-7000  
TTY: 1-800-833-6388  
www.wsdot.wa.gov

July 19, 2010

Pam Dannenmann  
GeoDesign, Inc.  
15575 SW Sequoia Parkway, Ste 100  
Portland OR 97224-7195

**RECEIVED**  
**JUL 22 2010**  
**GEODESIGN**

Re: GeoDesign, Inc. Overhead Schedule  
Fiscal Year End December 31, 2009

Dear Ms. Dannenmann:

On July 19, 2010, as a WSDOT representative, Laura Trainer, Audit Specialist, completed a desk review of your proposed FYE December 31, 2009, Overhead Schedule. Laura also reviewed the documentation provided by GeoDesign, Inc. during this review process.

The reviewed data included, but was not limited to; the schedule of the indirect cost rate, a description of the company, basis of accounting and description of GeoDesign, Inc. accounting system and the basis of indirect costs.

Based on our work, we are issuing this letter of review establishing GeoDesign, Inc. overhead rate for the fiscal year ending December 31, 2009, at 187.04% (rate includes Facilities Cost of Capital) of direct labor. Costs billed to actual agreements will still be subject to audit of actual costs.

Please check with the WSDOT Consultant Services Office (HQ) and/or the WSDOT Area Consultant Liaison to determine when this reviewed rate will be applicable to your WSDOT agreement(s).

If you or any representatives of GeoDesign, Inc. have any questions, please contact Martha Roach, Jeri Sivertson, or Steve McKerney at (360) 705-7003.

Sincerely,

Martha S. Roach  
Agreement Compliance Audit Manager

MR:ds  
Enclosures

cc: Steve McKerney, Director of Internal Audit  
Jeri Sivertson, Assistant Director of Internal Audit  
Kyle McKeon, MS 47329  
Rick Griffith, MS 47323  
File

**GeoDesign, Inc.**  
**Overhead Schedule**  
**For the Year Ended December 31, 2009**

Description	Financial Statement Amount	GeoDesign Adj	WSDOT Adj	Ref	Accepted Amount	%
<b>Direct Labor</b>	<u>\$2,023,066</u>				<u>\$2,023,066</u>	
<b>Fringe Benefits:</b>						
Vacation	\$274,441				\$274,441	13.57%
Holiday	136,032				136,032	6.72%
Sick & Other Leave	143,899				143,899	7.11%
Payroll Taxes	400,859				400,859	19.81%
Group Insurance (Includes KeyMan)	545,031	(11,469)		(7)	533,562	26.37%
Incentive Payments - Bonuses	0				0	0.00%
Profit Sharing	0				0	0.00%
Fitness Benefit	8,581				8,581	0.42%
Retirement Benefits/401K	34,687				34,687	1.71%
<b>Total Fringe Benefits</b>	<u>\$1,543,530</u>	<u>(\$11,469)</u>	<u>\$0</u>		<u>\$1,532,060</u>	<u>75.73%</u>
<b>General Overhead:</b>						
Indirect Labor	\$2,055,240	(\$248,747)	(\$491,500)	11,16,A,B	\$1,314,993	65.00%
COG - Lab & Field Supplies	105,266	(89,543)		2,13	15,723	0.78%
Building Rental and Expenses	441,519				441,519	21.82%
Equipment Rental and Expenses	65,611				65,611	3.24%
Utilities	9,917				9,917	0.49%
Travel and Expenses - general	15,630	(551)		3	15,079	0.75%
Employees' Expenses	112,001	(53,270)		4,5	58,731	2.90%
Supplies					0	0.00%
Taxes - general	146,717	(77,166)		14	69,551	3.44%
Depreciation and Amortization	292,785	(87,200)		2	205,585	10.16%
Postage	16,586				16,586	0.82%
Subscriptions	13,104				13,104	0.65%
Donations	7,796	(7,796)		6	0	0.00%
Insurance	97,041				97,041	4.80%
Bad Debts	(89,494)	89,494		8	0	0.00%
Office Expense	275,367	(10,572)	(5,567)	9,12,C	259,228	12.81%
Interest - net	50,624	(50,624)		10	0	0.00%
Professional Services	79,465	(62,553)		2,13	16,912	0.84%
Temporary Help	30,797				30,797	1.52%
Advertising/Promotional materials	9,885	(9,885)		11	0	0.00%
Marketing Expense	59,227	(59,227)		3,4,5	0	0.00%
Computer Expense	4,751				4,751	0.23%
Freight	3,654				3,654	0.18%
Lab Equipment Recovery Credit, Refund	(397,077)				(397,077)	-19.63%
Printing/Reproductions Credit, Refunds	(15,434)				(15,434)	-0.76%
Other Direct Cost Credit, Refunds	(10,131)				(10,131)	-0.50%
<b>Total General Overhead</b>	<u>\$3,380,847</u>	<u>(\$667,640)</u>	<u>(\$497,067)</u>		<u>\$2,216,141</u>	<u>109.54%</u>

**GeoDesign, Inc.**  
**Overhead Schedule**  
**For the Year Ended December 31, 2009**

Description	Financial Statement Amount	GeoDesign Adj	WSDOT Adj	Ref	Accepted Amount	%
<b>Total Overhead Costs</b>	<b>\$4,924,377</b>	<b>(\$679,109)</b>	<b>(\$497,067)</b>		<b>\$3,748,201</b>	<b>211.78%</b>
<b>Overhead Rate (Less FCCM)</b>	<b>243.41%</b>	<b>209.84%</b>			<b>185.27%</b>	
Facilities Capital Cost of Money (FCCM)	\$35,774				\$35,774	1.77%
<b>Overhead Rate (Includes FCCM)</b>	<b>245.18%</b>	<b>211.61%</b>			<b>187.04%</b>	

*GeoDesign, Inc. - Reviewed & Accepted 07/19/10 LT*  
*"Overhead Rate still subject to WSDOT Audit"*

**References**

**GeoDesign Adjustments:**

- 1 FAR 31.205-6(a)(i)(A)&(B) - Compensation pd to owners in excess of reasonable amount and considered distribution of profits
- 2 FAR 31.202 (a) - Direct Project costs unallowable
- 3 FAR 31.205-46 - Travel Costs in Excess of FTR Rates
- 4 FAR 31.205-51 - Alcohol unallowable
- 5 FAR 31.205-46 - Local meals unallowable
- 6 FAR 31.205-8- Contributions
- 7 FAR 31.205-19 (e)(2)(v)-Key Man Insurance
- 8 FAR 31.205-3-Bad Debts
- 9 FAR 31.205-15- Fines/Penalties
- 10 FAR 31.205-20- Interest Expense
- 11 FAR 31.205-1- Advertising and Promotional costs
- 12 FAR 31.205-16 Employee Morale, Health etc.
- 13 FAR 31.205-18 (Allowed B&P) and FAR 31.205-38 (Unallowed+B33)
- 14 FAR 31.205-41 Taxes
- 16 FAR 22.103-1, 22.301-4(g) Unallowable Overtime

**WSDOT Adjustments:**

- A Reduced Indirect labor by \$462,600, or 65% of Direct labor per Reasonableness 48 CFR 31.201-3. GeoDesign Direct Labor Base decreased while the indirect labor increased. See attached analysis.
- B Bonus, \$28,900, unallowable per 48 CFR 31.205-6(f) - No written bonus policy.
- C Gifts unallowable per 48 CFR 31.205-13(b); Entertainment unallowable per 48 CFR 31.205-14; Contributions unallowable per 48 CFR 31.205-8; Marketing unallowable per 48 CFR 31.205-1; Local Meals unallowable per 48 CFR 31.205-14, WSDOT OH Policy, and WSDOT Accounting Manual M13-82 Chapter 10 Travel; Reasonableness unallowable per 48 CFR 31.201-3; and Allocability unallowable per 48 CFR 31.201-4.

*(A) - Per the AASHTO Audit Guide: Significant increases in Direct/Indirect Labor accounts are potential areas of risk regarding internal labor. The amount of indirect labor in the indirect cost pool in relation to direct labor may cause concerns regarding a firm's efficiency and the extent to which the Government should reimburse costs through the overhead rate. Productivity and/or other efficiency measures may be used by a State DOT to assess the reasonableness of a consultant's labor distribution. Consultants must consistently monitor the recording of direct and indirect labor cost to ensure accuracy and must monitor staffing levels to ensure the maximum utilization of employees to minimize excess or idle capacity.*

**GeoDesign, Inc.**  
**Summary of Indirect/Direct Labor Costs**

	2005	2006	2007	2008	2009
Direct Labor	2,367,478.00	2,714,840.00	3,110,874.00	2,926,216.00	2,023,066.00
Indirect Labor	1,463,753.00	1,783,221.00	2,374,820.00	2,209,897.00	1,658,163.00
% of Direct Labor	61.83%	65.68%	76.34%	75.52%	81.96%

From 2008 to 2009, Direct Labor decreased by 30.86%  
*\*Note: direct labor has dropped to pre 2008 levels.*

For that same period, Indirect Labor increased by -24.97%

We will adjust the final Indirect Labor base to 65% of direct labor, or \$1,314,993. This will result in an adjustment to the Indirect Labor base of \$462,600. Adjustment for Reasonableness per 48 CFR 31.201-3.

In accordance with AASHTO Uniform Audit & Accounting Guide, Pg. 37 section 5, "*Potential Areas of Risk Regarding Internal Labor*", we review the indirect to direct ratio each year to determine the nature of any significant increase or variance from prior years amounts.

## **Exhibit H**

### **Title VI Assurances**

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

- I. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT'S non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
  - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part

6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

**Exhibit I**  
**Payment Upon Termination of Agreement**  
**By the Agency Other Than for**  
**Fault of the Consultant**

**(Refer to Agreement, Section IX)**

**Lump Sum Contracts**

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

**Cost Plus Fixed Fee Contracts**

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

**Specific Rates of Pay Contracts**

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct nonsalary costs incurred at the time of termination of this AGREEMENT.

**Cost Per Unit of Work Contracts**

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.



## **Exhibit J**

### **Alleged Consultant Design Error Procedures**

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

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

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Highways and 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 H&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 Highways and Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Highways and Local Programs Engineer to H&LP for their review and consultation with the FHWA. H&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, H&LP will request assistance from the Attorney General's Office for legal interpretation. H&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. H&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 litigation.

## **Exhibit K**

### **Consultant Claim Procedures**

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

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

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

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

The consultant's claim must outline the following:

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

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

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will 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 Highways and 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 Highways and 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 associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

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

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Highways and 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.

**Exhibit M-1 (a)**  
**Certification Of Consultant**

Project No. CRP #370922

Local Agency \_\_\_\_\_

I hereby certify that I am \_\_\_\_\_ and duly authorized  
representative of the firm of \_\_\_\_\_ whose address is  
\_\_\_\_\_ and that neither I nor the above  
firm I here represent has:

- (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 the 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 available 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.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**Exhibit M-1(b)**  
**Certification Of Agency Official**

I hereby certify that I am the AGENCY Official of the Local Agency of Clark County ,  
Washington, and that the consulting firm or its representative has not been required, directly or indirectly  
as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

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

I acknowledge that this certificate is to be available 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.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**Exhibit M-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-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or 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 antitrust 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 (I)(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, or 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.

Consultant (Firm): \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 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 subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Consultant (Firm): \_\_\_\_\_

\_\_\_\_\_  
(Date)

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



**Exhibit M-4**  
**Certificate of Current Cost or Pricing Data**

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 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 \_\_\_\_\_\* are accurate, complete, and current as of \_\_\_\_\_\*\*. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offer or and the Government that are part of the proposal.

Firm \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date of Execution\*\*\* \_\_\_\_\_

\* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

\* 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.