

CLARK COUNTY STAFF REPORT

DEPARTMENT: Public Works

DATE: December 18, 2018

REQUESTED ACTION: Authorize the Public Works Director to sign three professional services agreements with Otak, Inc. for engineering and environmental permitting work for three county bridge projects, in a total amount not to exceed \$494,817, and authorize the Public Works Director to sign supplemental agreements, if necessary, extending the duration of the agreements and increasing the original contract amounts by up to 10 percent.

Consent Hearing County Manager

BACKGROUND

Clark County owns 78 bridges and inspects each bridge every two years. Public Works has received federal grants to make repairs to three bridges identified to be in need of preventative maintenance to protect the public's infrastructure investment:

- Lehto Bridge #294 - (Mile Post 0.25 at NE Lehto Road) - Project #: 381212
- Smith Bridge #211 - (NE 167th Avenue 0.25 mi S of NE 199th Street) - Project #: 381522
- Salmon Creek Bridge #331 - (NE Caples Road, 0.39 mi N of NE 159th Street) - Project #: 381722

The grants include funding for design and construction and will be administered by the Washington State Department of Transportation. The work to be done includes protecting against scour, a type of water erosion that can undermine bridge abutments or piers, and making minor structural repairs.

The design for the projects includes specialized hydraulic engineering for scour protection along with structural design for repairs to the Salmon Creek Bridge. The design work along with the environmental permitting is being outsourced because the county does not have staff with the necessary expertise.

The county interviewed two consultant teams that responded to RFP No. 746 for professional services. Public Works recommends approving three contracts with Otak, Inc.

- Lehto Bridge Contract Amount \$139,310.
- Smith Bridge Contract Amount \$138,997
- Salmon Creek Bridge Contract Amount \$216,510
- Total Amount of Contracts \$494,817

The estimated cost for all three bridges including design, environmental permitting, and construction is \$1,912,000.

These contracts will allow Public Works to move forward with design and permitting in 2019 and begin construction in 2020.

PW18-140

COUNCIL POLICY IMPLICATIONS

None.

ADMINISTRATIVE POLICY IMPLICATIONS

None.

COMMUNITY OUTREACH

Public Works will tailor its outreach to each project. Outreach could include informational mailers, direct contact with affected property owners, and meeting with neighborhood associations and other organizations. Project information also may be posted on the county website.

BUDGET IMPLICATIONS


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


BUDGET DETAILS

Local Fund Dollar Amount	\$80,874
Grant Fund Dollar Amount	\$413,943
Account	1012 – County Road Fund
Company Name	Otak, Inc.

DISTRIBUTION:

Council staff will post all staff reports to the county website, www.clark.wa.gov/council-meetings.


 Tom Grange, PE
 Engineering & Construction Division Manager


 Ahmad Qayoumi, PE
 Public Works Director/County Engineer

Primary Staff Contact: Matt Hall Ext. 4225

APPROVED: 
 CLARK COUNTY, WASHINGTON
 CLARK COUNTY COUNCIL

DATE: 12-18-18

SR# 202-18



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

Agreement Number: 783218

Firm/Organization Legal Name (do not use dba's): Otak, Inc.	
Address 700 Washington Street, Suite 300	Federal Aid Number BHOS-2006(071)
UBI Number	Federal TIN or SSN Number 91-1324129
Execution Date	Completion Date 12/31/2021
1099 Form Required <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Project Title Lehto Bridge #294	
Description of Work Full design and permitting support services for installation of scour countermeasures. Design services include geological, hydraulic, and structural engineering. See attached scope of work for more detail.	
<input checked="" type="checkbox"/> Yes _____ <input type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> Yes _____ <input type="checkbox"/> No MBE Participation <input type="checkbox"/> Yes _____ <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> Yes _____ <input type="checkbox"/> No SBE Participation	Maximum Amount Payable: \$ 139,310.

Index of Exhibits

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

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

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

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

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

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

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

If to AGENCY:

Name: Troy Pierce
 Agency: Clark County
 Address: 1300 Franklin St.
 City: Vancouver
 State: WA Zip: 98660
 Email: troy.pierce@clark.wa.gov
 Phone: 564-397-4403
 Facsimile: _____

If to CONSULTANT:

Name: Ryan Makie
 Agency: Otak, Inc.
 Address: 700 Washington Street, Suite 300
 City: Vancouver
 State: WA Zip: 98660
 Email: ryan.makie@otak.com
 Phone: 360-906-9429
 Facsimile: _____

IV. Time for Beginning and Completion

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

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

V. Payment Provisions

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

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

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

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

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

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

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

- B. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- C. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- D. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- E. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.
- The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings
- F. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

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

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

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

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

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

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

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

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

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

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

Insurance Coverage

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

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

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

Name: Troy Pierce
Agency: Clark County
Address: 1300 Franklin St.
City: Vancouver State: WA Zip: 98660
Email: troy.pierce@clark.wa.gov
Phone: 564-397-4403
Facsimile: _____

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

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

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

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

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

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

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

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

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

Signature Otak, Inc.


Date

Signature Ahmad Qayoumi PE
 Public Works Director

Date

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

APPROVED AS TO FORM ONLY:
Anthony F. Golik

By: 

William Richardson
Deputy Prosecuting Attorney

Exhibit A

Scope of Work

Project No. 381212

See Attached

Exhibit A-1
Scope of Work
December 3, 2018
Clark County
Lehto Bridge Scour Repair Project

Introduction

This scope is for the design of the Lehto Bridge Scour Repair project and includes technical investigations; engineering design; and support for easement acquisition, environmental permitting, and construction phase services.

Reference to the 'Consultant' refers to Otak Inc. or any of their subconsultants. Reference to the 'County' includes any of Clark County staff.

As much as possible the Lehto, Smith, and Salmon Creek Bridge Scour Repair projects will be coordinated in order to minimize duplicate costs to the County.

The following subconsultants are part of the analysis, design, permitting, and construction plan production work:

- RhinoOne Geotechnical: Geotechnical Engineering
- Archaeological Investigations Northwest, Inc.: Cultural Resources
- 3D Infusion: Computer Aided Drafting (CAD)

The following work is not included in this scope and will be led by the County:

- Survey
- Easement acquisition
- Temporary traffic control and construction signage plans

Scope of Work

Task I: Project Management and QA/QC

These tasks will be performed by the consultant team and will include:

Task I.1: Project Management

The Project Team will plan, manage, and execute the tasks described herein in accordance with the schedule, budget, and quality expectations that are established. This project management task includes the following work activities:

- Develop Project Work Plan that includes a summary of project team contacts, budgets, schedule milestones, and deliverables.

- Prepare for the Kick-Off Meeting with County and consultant team to communicate the project goals, timeline, design criteria, project management, project protocols, and review procedures. The approach for scour countermeasure design, environmental permitting, review/approvals, utility coordination, constructability reviews, cost estimating, and stakeholder involvement responsibilities will also be discussed (1 meeting, 2 hours max).
- Project meetings will include internal design coordination meeting and project coordination meetings with the County. Meeting decisions will be documented, and action items will be assigned to ensure timely resolution. The meetings will be combined for the three bridges (Lehto, Smith, and Salmon Creek). The following list of meetings represent the total needed for all three projects. The fee estimate will distribute the cost evenly across the three contracts.
 - Monthly progress meetings with the County project manager from preliminary design through final design. Technical staff members will be included needed. (Scope assumes 24 meetings with average of two staff members per meeting).
 - Regular design coordination meetings with the project team at Consultant's office during the active design process (Scope assumes 24 meetings).
- Consultant to provide management, coordination, and direction to the project team (assumes up to 60 hours for this phase).
- Preparation and ongoing maintenance of a comprehensive schedule with individual task milestones, task duration, individual responsibilities of subconsultants and County staff, agencies, utilities, etc.
- Monthly progress reports to be submitted with invoices. Monthly progress reports will reflect each task's percent complete, each tasks' budget remaining, activities completed in the previous billing period, activities anticipated for the coming weeks, and input required from the County.
- Preparation of monthly invoices. Each bridge project will have its own budget and invoice. The budget for a bridge is for that bridge only. The invoice for Lehto Bridge will be labeled:
 - Lehto Bridge #294, CRP #381212

Task 1.2: Quality Control

The Project Team will develop and execute the project QA/QC plan. This project management task includes the following work activities:

- Develop project quality assurance/quality control (QA/QC) plan including review responsibilities and timelines for each deliverable.
- Provide Quality control review for each deliverable prior to submittal to the County.

Assumptions

- It is assumed that the majority of the meetings for the Lehto, Smith, and Salmon Creek Bridge Scour Repair Projects will be combined (applies to meetings identified in all tasks). For this reason, the overall fee estimate has been evenly divided across the three individual contracts.
- Design Review meetings are covered under individual design submittal task items.

Meetings

- Monthly progress meetings at the County
- Design coordination meetings at the Consultant's office

Deliverables

- Project Work Plan
- Project QA/QC Plan
- Meeting notes from each meeting
- Monthly status reports and invoices
- Development and maintenance of the project schedule (Scope assumes two updates)

Task 2.0 Surveying and Mapping Coordination

Surveying and mapping will be provided by County. Much of the surveying was completed prior to developing this scope of work. It is anticipated that a few additional items will need to be surveyed after the preliminary technical analyses have begun, including wetland boundaries, ordinary high water for Salmon Creek, and channel cross sections to inform the hydraulic modeling.

For this task, the Consultant will coordinate with County surveyors to identify additional project elements to be surveyed. The consultant will develop survey request including brief narrative and map and meet with the survey crew in the field to clarify the level of topographic and bathymetric detail needed.

To limit the field survey effort needed, Otak will utilize existing LiDAR data (if available) to supplement County survey in particularly wide floodplain areas. This task includes hours to obtain and incorporate LiDAR data into the project base map.

Meetings

- One coordination meeting to review the survey request with the lead County surveyor

Deliverables

- Survey request including a map and narrative

Task 3.0 Utility Coordination

This Task includes work to coordinate project impacts to private utilities along Lehto Road.

Task 3.1 Utility Impact Coordination

- Preliminary Utility Coordination Meeting – Meet with utility companies and County staff at 50% design stage to review preliminary plans, identify conflicts, and develop action plans. Prepare and distribute meeting notes.
- Individual Coordination – Resolve conflicts individually with the utility companies and County staff that cannot be resolved at the meeting. Provide potential conflict information to franchise utilities, public utilities, and private property owners, and coordinate for them to remove, relocate, or reconnect their facilities.
- Final Coordination Meeting – Meet with utility companies and the County at 95% Design stage to review plans, confirm resolution of conflicts, and verify relocation schedule. Prepare and distribute meeting notes.

Meetings

- Preliminary Utility Coordination Meeting
- Final Coordination Meeting

Deliverables

- Meeting notes
- Inclusion of utility coordination items in plans and specifications

Task 4.0 Public Involvement Program

The purpose of this task is to coordinate with private property owners and obtain information about project impacts. The County will lead this effort, with the following scope required from the Consultant:

Task 4.1 Meeting with Property Owners

Attend one meeting with the property owners to discuss impacts and potential coordination items. This will occur during the preliminary design phase.

Task 4.2 Exhibits

Prepare exhibits and graphics as necessary for Property owner coordination.

Meetings

- Coordination meeting with County staff concerning exhibits (one meeting)
- Meetings with stakeholder property owners (1 meeting)

Deliverables

- Property Owner Meeting Documentation

Task 5.0 Permitting Assistance

Permit applications and supporting environmental and regulatory compliance documentation will be prepared under this task. Federal, state, and local regulatory compliance requirements

are included, as well as underlying deliverables and assumptions for the work.

Task 5.1 Environmental Data Collection and Wetland/Habitat Delineation and Stream Characterization Report

After determining the appropriate study area limits, Otak will conduct field work necessary to collect the data for the preparation of the technical documents and permit applications for the project. Wetland boundary and stream ordinary high water (OHW) delineations will be conducted to meet the requirements of Clark County's Shoreline Master Program (SMP) [Clark County Code (CCC) 40.460], the Corps of Engineers (the Corps), and Washington State Department of Ecology (Ecology). Wetland and stream boundaries within the study area will be flagged in the field and subsequently surveyed by the County and added to the project basemap. Riparian and priority wildlife habitats will also be assessed.

The Consultant will prepare a Wetland/Habitat Delineation and Stream Characterization Report to support the permit application and meet regulatory compliance requirements. The Wetland Delineation and Stream Characterization Report is anticipated to support the required federal, state, and county approvals required to construction the project.

Stream surveys will be conducted to assess existing conditions within and adjacent to the project area to sufficiently establish baseline conditions for instream and riparian habitat. Data forms documenting the wetland boundaries and instream habitat will be completed. Wetlands will be rated according to the 2014 Ecology *Washington State Wetland Rating System for Western Washington* methodology and classified per CCC 40.450 (Wetland Protection). Streams will be rated per Washington Department of Natural Resources criteria for compliance with CCC 40.440 (Habitat Conservation). Buffer widths for wetlands and streams will be identified.

Deliverables

- Draft and final Wetland/Habitat Delineation and Stream Characterization Report.

Assumptions

- Wetland and stream boundaries will be delineated within the County-owned right of way and adjacent private parcels immediately adjacent to the right of way as needed for site access. The study area will be confirmed with the County prior to completing field work.
- County will acquire rights of entry to areas from adjacent property owners prior to field work.
- County will survey wetland and stream boundary flags in the field. Otak will provide a sketch map to the County to help the survey crew locate the flags.

Task 5.2 NEPA Compliance Documentation

In order to comply with NEPA requirements a NEPA Categorical Exclusion Documentation Form will be prepared per the criteria in WSDOT's LAG Manual. The NEPA Categorical Exclusion Documentation Form and supporting environmental reports

will be submitted to the County as the Local Agency. The County will submit to WSDOT's Local Programs.

Assumptions

- The project will result in a Documented Categorical Exclusion. Preparation of a NEPA EIS or EA is not included in this scope.

Deliverables

- Draft and Final NEPA Categorical Exclusion Documentation Form, submitted to the County (County will forward to WSDOT)

Task 5.3 ESA Compliance Documentation

Documentation necessary for compliance with the provisions of the Endangered Species Act (ESA) will be prepared for the project. The project is expected to qualify as maintenance under the Regional Road Maintenance ESA 4(d) Program. Analysis and documentation of compliance with the 4(d) Program will be prepared per WSDOT standards and protocols. The 4(d) Program only covers wildlife species regulated by the ESA and administered by the Nation Marine Fisheries Services (NMFS). A No Effects Letter (NEL) will be prepared for wildlife species regulated by the ESA and administered by the US Fish and Wildlife Service (USFWS).

It is anticipated that ESA compliance will be completed as a component of NEPA compliance prior to the application to the Corps for a Section 404 permit.

Assumptions

- The project will meet the definition of maintenance under the 4(d) Program.
- The project will result in a No Effects determination for ESA-listed species regulated by the USFWS. A Biological Assessment (BA) or Biological Evaluation (BE), if required, would be completed under a separate scope of work

Deliverables

- Draft and Final 4(d) compliance documentation submitted to the County for submission to WSDOT.
- Draft and Final NEL submitted to the County for submission to WSDOT.

Task 5.4 JARPA Form and Drawings

A Joint Aquatic Resources Permit Application (JARPA) will be completed when the project reaches a 60 percent design stage. The JARPA will be used to apply for the Clark County shoreline permit; Ecology Section 401 certification; Washington State Department of Fish and Wildlife (WDFW) Hydraulic Project Approval (HPA); and a Department of the Army (Section 404) permit from the Corps of Engineers.

Deliverables

- Draft and final JARPA application (form and drawings) and accompanying public notice formatted drawing set and construction plans for submittal to all relevant regulatory agencies.

Task 5.5 Shoreline, Floodplain, Wetland/Habitat Permit Application Support

The project will require compliance with Clark County's Critical Areas and Shorelines (CCC 40.4), including Flood Hazard Areas (CCC 40.240), Habitat Conservation (CCC40.440), Wetland Protection (CCC 40.450), and Shoreline Management Program (CCC 40.460). Otak will complete a pre-application conference application request, and will provide the submittal packet for the Shoreline Permit application, including: project narrative, JARPA, application form, GIS Developer's packet, site plan, SEPA checklist, and other applicable items as needed for the floodplain and wetland/habitat permits. The project narrative will address the project's compliance with the goals and policies of the SMP.

Deliverables

- Pre-Application Meeting Request contents (PDF), submitted to the County
- Shoreline Permit Application contents, submitted to the County

Assumptions

- Otak will acquire the GIS Developer's Packet
- Clark County will package and submit the full submittal packet required for shoreline permit applications.
- Application fees will be paid by Clark County.

Task 5.6 Mitigation and Monitoring Plan

The project will require a mitigation and monitoring plan that addresses no net loss of ecological functions in the shoreline environment as required by the County, Ecology, and WDFW. The plan will include performance standards and monitoring methods to meet County code requirements.

If the no net loss standard cannot be achieved on site within the County right of way and the project is determined to require compensatory mitigation for unavoidable adverse impacts to wetlands or streams, then off-site compensatory mitigation will be assessed in the immediate vicinity of the crossings within the limits of the baseline documentation.

Assumptions

- The project will adhere to appropriate mitigation sequencing, and will avoid and minimize adverse impacts to the extent possible prior to proposing compensatory mitigation within or outside of the County-owned right of way.
- If complete mitigation cannot be provided on-site within the vicinity of each crossing, then offsite compensatory mitigation that meets the federal, state, and local requirements would be completed under a separate scope of work.

Deliverables

- Draft and Final Mitigation and Monitoring Plan, submitted to the County.

Task 5.7 Agency Meetings, Permit Facilitation, and County Coordination

Prior to permit submittals, Otak will support County staff to arrange up to two (2) meetings, preferably on-site, with all applicable County, State, and Federal resource and regulatory agency staff and WSDOT Local Programs Engineer to assure that they have a solid understanding of the existing and proposed conditions for the project prior to receiving the JARPA package. After permits are submitted, Otak will coordinate with County staff to respond to comments, provide additional clarification, and assist with shepherding the permits through the process efficiently.

Assumptions

- Two (2) Otak staff members will attend two (2) onsite meetings not to exceed four (4) hours.
- Two (2) Otak members will attend a total of two (2) internal coordination meetings not to exceed three (3) hours each.

Deliverables

- Draft and final meeting minutes of on-site meetings.
- Create project plans or exhibits appropriate for the field visit.

Task 5.8 SEPA Compliance

The project will require compliance with the State Environmental Policy Act (SEPA). Otak will prepare a SEPA checklist for the project, with vicinity map and simple plan view appropriate for the general public and will submit the checklist to Clark County for environmental review as the lead agency in the SEPA process.

Deliverables

- Draft and Final SEPA checklist with vicinity map and site plan, submitted to the County.

Assumptions

- The proposed project will result in a Determination of Non-Significance (DNS).
- Preparation of a SEPA EIS is not included in this scope.

Task 6.0 Cultural and Historical Analysis (Lehto)

This task is to provide a cultural resource survey to meet federal, state, and local compliance. The study will be designed to meet the requirements of Section 106 of the National Historic Preservation Act and Section 4(f) of the U.S. Department of Transportation Act. The survey will also be done to meet the standards and guidelines of the Washington Department of Archaeology and Historic Preservation (DAHP).

The archaeological field work will include a pedestrian survey of the Area of Potential

Effects (APE) walking transects spaced 10 to 20 meters apart. Shovel testing will be done where the surface visibility is inadequate to determine if an archaeological site is present. Historic resources (i.e., buildings, structures, sites, objects, and districts constructed at least 45 years before the date of survey) will be documented if they are within or on a parcel crossed by an APE.

The tasks will include the following.

- Identification of the APE and submittal of a work plan including a detailed project description and map to the Agencies and Tribes for approval. (Submitted by the County)
- Background review of the previous studies conducted in the vicinity.
- A systematic pedestrian archaeological survey of the APE walking transects spaced no more than 20 meters apart.
- Excavation of up to 6 shovel tests that will be 20 inches (in) (50 centimeters [cm]) in diameter and excavated to a minimum depth of 20 in (50 cm). Sediments will be screened using 1/8-in hardware cloth. All shovel tests will be backfilled upon completion. No artifacts will be collected. Archaeological resources, if found, will need to be recorded.
- Documentation of historic resources that are within the APE or are situated on parcels crossed by the APE. Inventory forms will be prepared for each documented historic resource using the DAHP WISAARD database; the forms will be included in the report appendix. Evaluate documented historic resources to determine their eligibility to be listed on the National Register of Historic Places (NRHP). An assessment of project effects under Section 106 and potential “use” under Section 4(f) will be done for those historic resources that are recommended as eligible for listing in the NRHP.

Assumptions

- Up to 6 shovel tests will be excavated.
- No archaeological resource will be encountered in the APE.
- One historic resource will be identified: the Lehto Bridge #294 (constructed in 1972). The bridge is not likely to be eligible for listing in the NRHP. Thus, no effects on historic properties and no “use” of a Section 4(f) resource are anticipated.

Deliverables

A cultural resource survey report will be submitted for the review of the Washington State Department of Transportation (WSDOT). This report will satisfy Section 106 of NHPA and Section 4(f) of the U.S. Department of Transportation Act. It will include a recommendation of whether the proposed project will have an adverse effect on historic properties, including archaeological sites. Archaeological and historic resource forms will be appended to the report. A DAHP cover sheet will be included with the finalized version of the cultural resources report for agency submittal and distribution.

Contingency Task (Excluded)

- Two additional historic resources may be identified: a house at 19617 NE Risto Road (constructed in 1926), and a house at 19511 Lehto Road (constructed in 1938). These two historic resources are unlikely to meet minimum eligibility requirements for listing in the NRHP. Thus, no effects on historic properties and no “use” of a Section 4(f) resource are anticipated.

Task 7.0 Geotechnical Design Services

This task involves geotechnical investigations and analysis to evaluate subsurface conditions, slope stability hazards, and existing footing depths.

In order to evaluate site-specific geotechnical conditions, the consultant will conduct a geotechnical investigation consisting of research, reconnaissance, subsurface explorations, laboratory testing, engineering analyses, and consultation, as outlined below.

- Review readily available geologic maps and water well logs that cover the site vicinity, and other reports provided by the County, for general information regarding subsurface soil, rock, and groundwater conditions, and geologic hazards.
- Prepare traffic control plans, submit plans to the County for review, and implement approved traffic control plan during field work.
- Mark proposed exploration locations in field and complete public utility locates.
- Conduct field explorations, including:
 - Drilling two borings through the roadway (outside of the bridge section) near each abutment to depths up to 40 feet below grade, or until 15 feet of relatively competent materials are penetrated, whichever is deeper, to characterize subsurface soil and groundwater conditions at the abutments.
 - Drilling one boring to a depth of 40 feet below grade, or until 15 feet of relatively competent materials are penetrated, at the top of the south bank approximately 50 feet upstream measured from the southeast bridge corner. This boring will characterize the subsurface streambed material.
 - Using hand auger or handheld geoprobe, conduct up to four explorations within the stream channel. These explorations will characterize the subsurface streambed material.
 - Obtain two surface streambed samples and conduct a sieve analysis to determine the gradation of the material. Collect one sample 200 feet upstream of the bridge and one 200 feet downstream.
 - Maintaining a log of the soils encountered in the borings and collecting soil samples for laboratory testing.
 - Backfilling the exploration holes in accordance with Ecology regulations and patching the surface with asphalt or gravel.
 - Collecting and hauling all soil spoils from the site.

- Measuring the locations of the boreholes so they can be included in the site base map.
- Conduct a series of geotechnical laboratory tests on selected soil samples obtained from the explorations to evaluate the engineering and index properties of the site soils. The specific tests conducted will depend upon actual conditions encountered, but we anticipate our testing will include up to 25 moisture content, 5 moisture/density, 3 Atterberg limits, 2 sieve analyses, and 2 unconfined compression tests. Additionally, up to two suites of tests to evaluate soil corrosion potential may be performed.
- Conduct engineering analysis to evaluate seismic hazards, and slope stability.
- Prepare a draft report outlining our findings and recommendations, including information related to the following:
 - Subsurface soil and groundwater conditions;
 - Existing foundation depth details based on field exploration
 - Seismic and Slope stability hazards
 - Site preparation and grading; and
 - Lateral earth pressures for walls as needed
- Prepare a final report incorporating comments from the project team on the draft report;
- Participate in up to two project team coordination meetings to review and discuss geotechnical issues having an impact on the bridge project.
- Provide geotechnical project management and support services, including coordinating staff and subcontractors, invoicing, and conducting phone consultations and email communications with the County and the design team.

Assumptions

- The County will provide right-of-access to the property.
- If needed, the County will provide street use or right-of-way permits at no charge.
- Disposal of contaminated soil and decontamination of drilling equipment are not included in this scope of work. If contaminated materials are encountered, then additional costs will be incurred.
- Prevailing wages will apply to subcontractors (e.g. driller and traffic control).
- Field explorations and testing will be completed in 3 work days.

Deliverables

- Electronic (PDF) copies of the draft geotechnical engineering report
- Five hard copies and an electronic (PDF) copy of the final geotechnical engineering report incorporating County and design team comments.

Task 8.0 Stormwater Analysis

Since there are no new impervious surfaces planned for this project, the only stormwater related task will be the SWPPP for contractor access during construction.

Task 8.1 Stormwater Pollution Prevention Plan (Reserved)

The Lehto Bridge Scour Repair project will potentially disturb more than 1 acre of land due to contractor access requirements. If so, the Department of Ecology (Ecology) will require a Stormwater Pollution Prevention Plan (SWPPP). This task is to prepare a SWPPP and file the required Notice of Intent (NOI) with Ecology, and will include the following:

- A narrative that documents and justifies the pollution prevention decisions made for the project.
- Seasonal work limitations.
- How each of the 13 elements of erosion and sediment control as listed in the Stormwater Management Manual for Western Washington will be met.
- Calculations supporting the design of sediment traps, ponds, or other measures if applicable.
- The draft SWPPP will be submitted to the County for review. Revisions will be made, and a final SWPPP will be delivered to the County.
- Complete Notice of Intent Application for Ecology, County will submit.
- Write Public Notice for Publication in the local newspaper for two consecutive weeks (County will Submit)
- Make copies of SWPPP and supply to contractor for documentation during construction

Assumptions

- One review of the SWPPP will be required.

Deliverables

- Public Notice for publication in the local newspaper
- Draft and Final SWPPP
- Paper copy of SWPPP submitted to Contractor at Pre-Construction Conference

Task 9.0 Hydraulic Design

This task includes the hydraulic analysis and design services for Lehto Bridge.

Task 9.1 Data Collection

- Collect and review available information on Salmon Creek and the existing bridge crossing, including previous study reports, Federal Emergency Management Agency (FEMA) documentation, as-built plans, bridge inspection reports, available survey data, historic air photos, and available geotechnical information. Some of this information has already been provided with the County's Request for Proposal.

Task 9.2 Site Investigation and Channel Stability Assessment

- Conduct a site investigation to record observations, gather field measurements, and take digital photographs.

- Record observations of the following:
 - a. The general characteristics of Salmon Creek and the adjacent floodplain in the vicinity of the bridge
 - b. The lateral and vertical stability of the channel
 - c. General and local scour at the bridge
 - d. Lateral and vertical controls
 - e. Channel and floodplain roughness
 - f. Bed material characteristics
- Field analyze the bed material using the Wolman pebble count method. It is possible that the streambed material at Lehto Bridge will be too fine grained to conduct a pebble count. For this reason, a reserved task for a sieve analysis has been included in Task 7 Geotechnical Design Services.
- Identify and stake or flag in the field any additional survey work needed to support the hydraulic modeling.
- Review available historic air photos to evaluate instances of past channel migration.
- Evaluate the vertical and lateral stability of the channel, based on the field investigation.

Task 9.3 Hydrologic Analysis

- It is assumed that the hydrology used in the development of the existing Salmon Creek FEMA modeling will be used for this project.
- Hydrologic analysis using available gauge data will be performed to determine the minimum discharge rate for the temporary stream by-pass that will likely be needed to isolate the in-water work area during construction.

Task 9.4 Hydraulic Analysis

- Perform a hydraulic analysis of Salmon Creek in the vicinity of the bridge using the U.S. Army Corps of Engineers HEC-RAS computer software to evaluate existing conditions and up to three (3) project conditions for a range of flows up through the 500-year event.
- The existing conditions model will be based on the current FEMA model for Salmon Creek. The FEMA model will be updated with additional cross sections in the vicinity of the bridge developed using County survey data and supplemented with available LiDAR data in the overbank areas.

Task 9.5 Scour Analysis

- Conduct a scour analysis at the bridge following the guidelines as outlined in HEC-18, Evaluating Scour at Bridges (Fifth Edition) to support the design of scour countermeasures.

- Evaluate the long-term degradation potential based on field evaluation, bridge inspection reports, and any other historical information on the channel in the vicinity of the bridge.
- Calculate general (contraction) scour and bend scour as necessary. It is assumed that the proposed scour countermeasures will protect against local scour at the abutments so that local abutment scour calculations will not be necessary.

Task 9.6 Design of Scour Countermeasures

- Coordinate with other design disciplines (geotechnical, structural) to develop one or more design alternatives for the scour countermeasures.
- As needed, perform riprap design calculations to determine the gradation and thickness of any riprap revetment.
- Based on the scour analysis and any riprap design calculations, develop the basic layout for each design alternative.

Task 9.7 Temporary Water Management

- Determine limits of work area isolation.
- Develop temporary water management approach to isolate in-stream work areas.

Task 9.8 Hydraulics Report

- Prepare a Draft Hydraulics Report that documents the hydraulics analysis, scour analysis, design of scour countermeasures, and in-stream isolation plan and submit for review. The report will address any impacts to Base (100-year) Flood Elevations to support a No-Rise Certification.
- Prepare a response to review comments and incorporate changes into a Final Hydraulics Report.

Assumptions

- Peak flow design discharges will be based on existing information (those in the Effective Flood Insurance Study for Salmon Creek).
- All survey data to be provided by the County
- The scour repair can be designed to meet a “no-rise” condition and therefore a CLOMR/LOMR will not be required.

Deliverables

- Draft and Final Hydraulics Report (Hard copy and PDF)
- Electronic copy of the HEC-RAS model used for the hydraulic analysis

Task 10.0 Structural Design

This task includes the structural analysis and design services.

Task 10.1 Revetment Design

- Conduct analysis of revetment structures for stability
- Design repairs to revetment structures

Assumptions

- Revetment structure to be designed will be riprap or grouted rock. More substantial structures including gabion basket wall or reinforced concrete walls will not be required.

Task 11.0 Alternatives Analysis

The purpose of this work element is to allow the team to develop and evaluate alternatives so that decisions can be made on moving forward with a preferred alternate. The development of alternatives is a multi-disciplined effort.

Task 11.1 Alternatives Analysis – Scour repair

Develop options for the stream channel scour repair that would include revetment or other countermeasures. Traffic control, timing and detours will be considered, as well as construction access.

Task 11.2 Alternatives Analysis – Environmental Impact Mitigation

- Develop mitigation requirements and preliminary options for mitigation that would be associated with each scour repair alternative.

Task 11.3 Alternatives Analysis –Preliminary Cost Estimating and Presentation Matrix

- Develop preliminary/conceptual construction cost estimates for each alternative
- Develop preliminary plans and profiles for each scour repair alternative
- Develop a matrix summarizing the alternatives with each parameter/criteria listed with a weighting method used to assist in evaluating the options.
- Attendance at meeting discussing the alternatives and providing assistance to the County in the selection of a preferred alternative

Deliverables

- Draft and Final Alternatives Analysis Report.

Task 12.0 Preliminary Plans and Design Report

This work element will begin after the preferred scour repair alternative has been selected. This task will develop the design to an approximate 30% level. The primary use of this submittal is for project team review, advancing the ROW plans for property easements, confirming the location of environmental boundaries, determining preliminary environmental impacts and property impacts, evaluating scour repair features, providing information to utility providers for conflict review and to communicate project assumptions and challenges. The Preliminary Design Report will include the following information:

- Preliminary scour repair details
- Delineated Wetland Locations
- Natural Resource Buffer locations
- Preliminary limits of work and necessary easements required
- Preliminary mitigation locations
- Preliminary utility conflicts and relocations
- Preliminary erosion control plan
- Preliminary summary of quantities and engineers estimate
- Preliminary staging and traffic control plan

Deliverables

- Draft and Final Preliminary Design Report.
- 30% Cost Estimate
- 30% Plans

Task 13.0 Advanced Plans (60% Design)

This task will develop the design to 60% level of completion, which is appropriate for Environmental Permitting. This submittal is also used to further advance the ROW plans for property acquisitions. The tasks associated with this work include developing the following:

- Work area isolation plans and details
- Scour countermeasure plans and details
- Mitigation plans and details
- Quantities of temporary and permanent wetland and stream impacts
- 60% Project Technical Special Provisions
- 60% Cost Estimate

Assumptions

- Traffic control and construction signage plan will be completed by the County.
- The following sheets are assumed to be included in the 60% Plans:

Plan Sheet Name	#
Cover Sheet	1
General Notes, Index, and Legend	1
Existing Condition Plans	1
Erosion Control and Work Area Isolation Plans	2
Scour Countermeasure Plans	2
Mitigation Plans	2
Landscape Plans	2
Total Sheets	12

Deliverables

- Permit Plans (60%)
- 60% Project Technical Special Provisions
- 60% Cost Estimate

Task 14.0 95%, and Final PS&E

The purpose of this work element is to prepare final plans, special provisions and estimate for bidding. This work element includes the following tasks:

- Update Plans and add detail to address comments on the 60% Plans.
- Finalize plan layout and details.
- Finalize scour repair details
- The 95% Plans will be routed for a final check by the County to confirm review comments have been addressed prior to issuing the stamped and signed Plan Set. A meeting with the County will confirm the completeness of the Plans or additional edits to be completed. Consultant will then submit the final stamped and signed set of Plans to the County.
- Prepare the 95% Project Technical Special Provisions. The Technical Special Provisions will be submitted to the County and all comments will be incorporated into the Final Technical Special Provisions.
- Prepare the 95% Cost Estimate for the project. Consultant will update the record of quantity calculations and unit cost development according to the revised plans and current pricing information to complete the Final Construction Cost Estimate.
- Prepare 99% Cost Estimate for the County to submit to WSDOT for construction contract DBE and training goals. Bid items between the 99% and the Final Estimate should not change.

Assumptions

- The design will not change substantially after the completion of the 60% Design
- The following sheets are assumed to be included in the Final Plans:

Plan Sheet Name	#
Cover Sheet	1
General Notes, Index, and Legend	1
Existing Condition Plans	1
Erosion Control and Work Area Isolation Plans	2
Scour Countermeasure Plans	2
Mitigation Plans	2
Landscape Plans	2
Total Sheets	12

Deliverables:

- Half-sized (11" x 17") paper set and electronic pdf format of the 95% Construction Plans.
- 95% Technical Special Provisions in hard copy (8 ½" x 11") and electronic format (MS Word).
- 95% Construction Cost Estimate in hard copy (8 ½" x 11") and electronic format (MS Word).
- 99% Construction Cost Estimate in hard copy (8 ½" X 11") and electronic format (MS Word).
- Final Construction Plans (22" x 34") on bond paper, stamped and signed.
- Final Technical Special Provisions, with cover sheet stamped and signed.
- Final Construction Cost Estimate.

Task 15.0 Construction Phase Services

The County will generally lead the Construction Phase of the project. The Consultant will provide the following support services.

Task 15.1 Bid Assistance

Consultant will provide responses to bidders' questions and assistance to the County, including:

- Assisting County in responding to engineering questions from Bidders.
- Interpreting and clarifying the bid documents.
- Assisting the County preparing addenda.
- Assisting the County Project Manager in evaluating the bids.

Assumptions

- The County will take the lead in fielding and responding to Bidder inquiries during the bid period.
- Addenda will be prepared by the County and issued to the Bidders.
- Consultant will respond directly only to the County, unless requested otherwise by the County.

Task 15.2 Construction Engineering Support

Otak will provide the following:

- Submittal and Shop drawing review.
- Attendance at pre-construction meeting and one project meeting
- Answering field questions and RFIs.
- Site visits during critical times (3 assumed).
- Utility coordination, separate meeting with utility purveyors
- Final site visit at project closeout.

Schedule

It is assumed that Notice to Proceed will be issued by January 1st, 2019 or earlier if possible. We understand that the project funding requires that the project be constructed during the in-water work window of 2020. Otak will work diligently to meet the following schedule of deliverables. As the work progresses, the schedule may need to be adjusted due to unanticipated factors. The Consultant will maintain and update the project schedule throughout the project, as described above in Task 1.1.

Schedule of Deliverables

Survey Request	January 15, 2019
Alternatives Analysis Report	February 5, 2019
Wetland/Habitat Delineation Report	February 28, 2019
Stream Characterization Report	February 28, 2019
Preliminary Plans and Design Report (30% Design)	February 28, 2019
Geotechnical Report	February 28, 2019
Cultural Resources Survey Report	April 2, 2019
Hydraulic Report	April 16, 2019
Advanced Plans (60% Design, Permit Plans)	April 16, 2019
NEPA Categorical Exclusion	April 30, 2019
ESA 4(d) Compliance Documentation	April 30, 2019
Shoreline Permit Application	April 30, 2019
JARPA Application	April 30, 2019
Final Mitigation and Monitoring Plan	April 30, 2019
95% PS&E	February 3, 2020
Final PS&E	March 21, 2020
Final SWPPP	March 30, 2020

Exhibit B

DBE Participation/SBE Plan

UDBE Plan for Lehto Bridge #294 **BHOS-2006(071)**

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

WSDOT applied the criteria and has established a seven percent (7%) mandatory UDBE goal for consultants on this project.

Otak, Inc. was selected as the prime consultant for this project. Otak and the consultant team are tasked with performing the engineering services necessary to complete the design and permitting of the project, such as: civil engineering, stream hydraulics, scour mitigation design, geotechnical engineering, structural engineering, and environmental permitting.

The total Otak consultant fee for the Lehto Bridge project is \$139,310 of which \$31,617 is UDBE utilization. The UDBE fee is 22.7% of the total contract fee, well above the goal of 7%. See Exhibit D for consultant fee details.

RhinoOne Geotechnical and 3D InFusion have been selected as the UDBE sub-consultants for the Lehto Bridge design. The RhinoOne Geotechnical scope of work includes geotechnical engineering services. The 3D InFusion scope of work includes computer aided design and drafting services.

Prime Consultant - Otak – Total Lehto Bridge Fee: \$139,310

UDBE Sub-Consultant – RhinoOne; 3D InFusion – Fee: \$ 31,617 (22.7% of the total fee)

Consultant information:

Otak, Inc.
700 Washington St., Suite 300
Vancouver, WA 98660
(360) 906-9421

RhinoOne Geotechnical
4610 NE 77th Ave., Suite 126
Vancouver, WA 98662
(360) 258-1738

3D InFusion
8810 SW Valley View Dr.
Portland, OR 97225
(503) 296-6645

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Survey request as a PDF

B. Roadway Design Files

2018 CADD-Civil 3D, with points and all reference layers

C. Computer Aided Drafting Files

2018 CADD-Civil 3D

D. Specify the Agency's Right to Review Product with the Consultant
Design submittal documents, as specified in Exhibit A

E. Specify the Electronic Deliverables to Be Provided to the Agency
Design Drawings and hydraulic modeling files, as specified in Exhibit A

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

County furnished services:

- Management the overall project, including the internal and consultant project teams
- Site Surveying
- Assist with the development and review of specifications and other bid documents
- Coordinate public involvement
- Acquire all property rights necessary for the projects
- Administer grants and project funding
- Coordinate all environmental permitting submittals and correspondence with agencies
- Manage construction of the projects and provide inspection

County furnished Information:

- Needed surveys – topographic and boundary
- Existing effective Federal Emergency Management Agency (FEMA) hydraulic model for Salmon Creek
- As-built plans
- Bridge inspection reports
- Historic air photos
- Available geotechnical information

II. Any Other Electronic Files to Be Provided

None

III. Methods to Electronically Exchange Data

Upload/download FTP site and/or CD copy

A. Agency Software Suite

Microsoft Office

B. Electronic Messaging System

Not applicable

C. File Transfers Format

Email, upload/download FTP site, and/or submitted CD

Exhibit D
Prime Consultant Cost Computations

See Attached



Exhibit
Consultant Fee Determination - Summary Sheet
Otak, Inc.

Project: Lehto Bridge #294, CRP #381212

Direct Salary Cost:

<u>Classification</u>	<u>Labor Hours</u>		<u>Rate</u>	=	<u>Cost</u>
PIC/Sr. PM Civil	34	x	\$72.12	=	\$2,452.08
Civil Engineer X	24	x	\$60.10	=	\$1,442.31
Civil Engineer VIII	128	x	\$52.88	=	\$6,769.23
Civil Engineer VI	131	x	\$44.76	=	\$5,863.56
Civil Engineer VI	36	x	\$44.23	=	\$1,592.31
Engineering Designer V	158	x	\$34.13	=	\$5,393.27
Engineering Designer IV	73	x	\$31.73	=	\$2,316.35
Engineering Designer III	56	x	\$28.37	=	\$1,588.46
Landscape Architect VI	28	x	\$45.19	=	\$1,265.38
Scientist V	35	x	\$45.67	=	\$1,598.56
Scientist IV	74	x	\$44.23	=	\$3,273.08
Scientist II	88	x	\$22.60	=	\$1,988.80
Project Administrative Assistant	8	x	\$27.00	=	\$216.00
			Total DSC	=	\$35,759.38

Overhead (OH Cost Including Salary Additives)

OH Rate x DSC of	147.19%	x	\$35,759.38	=	\$52,634.24
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Fee

Fee Rate x DSC of	25.00%	x	\$35,759.38	=	\$8,939.85
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Reimbursables

Printing of plans, specifications, reports, etc.
 Travel, graphics reproduction, and other miscellaneous expenses

Total Reimbursables	=	\$1,000.00
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Subconsultant Costs

RhinoOne Geotechnical	\$29,022.00
Archaeological Investigations Northwest, Inc.	\$9,359.47
3D Infusion	\$2,595.00

Total Subconsultant Costs	=	\$40,976.47
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Grand Total	=	\$139,309.93
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Prepared by _____

Date _____



**Washington State
Department of Transportation**

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-795-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

February 8, 2018

Otak, Inc.
11241 Willows Road NE, Suite 200
Redmond, WA 98052

Subject: Acceptance Prime Annual ANTE Rate Table

Dear Shawn Goodpaster:

Washington State Department of Transportation (WSDOT) has reviewed and accepted your proposed Annual ANTE rate table for Agreement Number Y-12126. This acceptance is in accordance with the terms of your agreement with WSDOT.

This Annual ANTE rate table may be subject to additional review if considered necessary by WSDOT.

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

Regards,

Joison, Erik
Feb 12 2018 2:12 PM
coslg

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:mya

Enclosure: Prime Accepted Annual ANTE Rate Table

Cc: Traci Fleming

Agreement #783218
43 of 67

Actuals Not To Exceed Table (ANTE)

Y-12126

OTAK, Inc.

11241 Willows Road NE, Suite 200

Redmond, WA 98052-1009

Job Classifications	Direct Labor Rate NTE*	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		147.19%	28.40%	
Sr. PM Architecture	\$67.31	\$99.07	\$19.12	\$185.50
Architect V	\$50.48	\$74.30	\$14.34	\$139.12
Architect IV	\$44.23	\$65.10	\$12.56	\$121.89
Architect III	\$39.90	\$58.73	\$11.33	\$109.96
Architect II	\$35.10	\$51.66	\$9.97	\$96.73
Architect I	\$30.05	\$44.23	\$8.53	\$82.81
Architectural Tech V	\$37.26	\$54.84	\$10.58	\$102.68
Architectural Tech IV	\$31.25	\$46.00	\$8.88	\$86.12
Architectural Tech III	\$26.44	\$38.92	\$7.51	\$72.87
Architectural Tech II	\$25.00	\$36.80	\$7.10	\$68.90
Architectural Tech I	\$22.12	\$32.56	\$6.28	\$60.96
Sr. Interior Designer	\$36.06	\$53.08	\$10.24	\$99.38
3D/Visualization Spec II	\$34.00	\$50.04	\$9.66	\$93.70
3D/Visualization Spec I	\$31.00	\$45.63	\$8.80	\$85.43
Sr. PIC/Sr. PM Civil	\$78.45	\$115.47	\$22.28	\$216.20
PIC/Sr. PM Civil	\$72.12	\$106.15	\$20.48	\$198.76
Civil Engineer X	\$61.06	\$89.87	\$17.34	\$168.28
Civil Engineer IX	\$55.29	\$81.38	\$15.70	\$152.37
Civil Engineer VIII	\$50.48	\$74.30	\$14.34	\$139.12
Civil Engineer VII	\$47.12	\$69.36	\$13.38	\$129.86
Civil Engineer VI	\$44.71	\$65.81	\$12.70	\$123.22
Civil Engineer V	\$42.04	\$61.88	\$11.94	\$115.86
Civil Engineer IV	\$39.90	\$58.73	\$11.33	\$109.96
Civil Engineer III	\$35.10	\$51.66	\$9.97	\$96.73
Civil Engineer II	\$32.93	\$48.47	\$9.35	\$90.75
Civil Engineer I	\$27.67	\$40.73	\$7.86	\$76.26
Engineering Designer V	\$36.30	\$53.43	\$10.31	\$100.04
Engineering Designer IV	\$37.74	\$55.55	\$10.72	\$104.01
Engineering Designer III	\$30.29	\$44.58	\$8.60	\$83.48
Engineering Designer II	\$27.88	\$41.04	\$7.92	\$76.83
Engineering Designer I	\$26.44	\$38.92	\$7.51	\$72.87
Engineering Technician VI	\$37.26	\$54.84	\$10.58	\$102.68
Engineering Technician V	\$34.13	\$50.24	\$9.69	\$94.06
Engineering Technician IV	\$29.09	\$42.82	\$8.26	\$80.17
Engineering Technician III	\$25.00	\$36.80	\$7.10	\$68.90

Actuals Not To Exceed Table (ANTE)

Y-12126 OTAK, Inc. 11241 Willows Road NE, Suite 200 Redmond, WA 98052-1009				
Job Classifications	Direct Labor Rate	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
	NTE*	147.19%	28.40%	
Engineering Technician II	\$21.33	\$31.40	\$6.06	\$58.78
Engineering Technician I	\$15.00	\$22.08	\$4.26	\$41.34
Field Representative III	\$45.00	\$66.24	\$12.78	\$124.02
Field Representative II	\$35.00	\$51.52	\$9.94	\$96.46
Field Representative I	\$25.00	\$36.80	\$7.10	\$68.90
Sr. PIC/Sr. PM LA/Mst Pln	\$81.25	\$119.59	\$23.08	\$223.92
PIC/Sr. PM LA/Master Plan	\$62.48	\$91.96	\$17.74	\$172.19
Landscape Architect VI	\$44.83	\$65.99	\$12.73	\$123.55
Landscape Architect V	\$41.47	\$61.04	\$11.78	\$114.29
Landscape Architect IV	\$36.54	\$53.78	\$10.38	\$100.70
Landscape Architect III	\$33.65	\$49.53	\$9.56	\$92.74
Landscape Architect II	\$29.09	\$42.82	\$8.26	\$80.17
Landscape Architect I	\$26.67	\$39.26	\$7.57	\$73.50
Landscape Technician III	\$29.67	\$43.67	\$8.43	\$81.77
Landscape Technician II	\$26.44	\$38.92	\$7.51	\$72.87
Landscape Technician I	\$22.36	\$32.91	\$6.35	\$61.62
Urban Designer V	\$53.00	\$78.01	\$15.05	\$146.06
Urban Designer IV	\$51.92	\$76.42	\$14.75	\$143.09
Urban Designer III	\$41.67	\$61.33	\$11.83	\$114.84
Urban Designer II	\$37.00	\$54.46	\$10.51	\$101.97
Urban Designer I	\$31.67	\$46.62	\$8.99	\$87.28
PIC/Sr. PM Planner	\$60.00	\$88.31	\$17.04	\$165.35
Sr. PM - Planner II	\$53.85	\$79.26	\$15.29	\$148.41
Sr PM - Planner I	\$49.67	\$73.11	\$14.11	\$136.89
Planner III	\$47.63	\$70.11	\$13.53	\$131.26
Planner II	\$36.60	\$53.87	\$10.39	\$100.87
Planner I	\$27.64	\$40.68	\$7.85	\$76.17
Planner Associate IV	\$32.69	\$48.12	\$9.28	\$90.09
Planner Associate III	\$27.33	\$40.23	\$7.76	\$75.32
Planner Associate II	\$24.52	\$36.09	\$6.96	\$67.57
Planner Associate I	\$20.33	\$29.92	\$5.77	\$56.03
Sr. GIS Specialist - Planner	\$29.67	\$43.67	\$8.43	\$81.77
GIS Specialist - Planner	\$25.33	\$37.28	\$7.19	\$69.81
Planning/GIS Intern	\$18.00	\$26.49	\$5.11	\$49.61
PIC/Scientist	\$61.67	\$90.77	\$17.51	

Actuals Not To Exceed Table (ANTE)

Y-12126

OTAK, Inc.

11241 Willows Road NE, Suite 200

Redmond, WA 98052-1009

Job Classifications	Direct Labor Rate	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
	NTE*	147.19%	28.40%	
Scientist VI	\$57.69	\$84.91	\$16.38	\$158.99
Scientist V	\$46.63	\$68.63	\$13.24	\$128.51
Scientist IV	\$46.00	\$67.71	\$13.06	\$126.77
Scientist III	\$40.87	\$60.16	\$11.61	\$112.63
Scientist II	\$29.67	\$43.67	\$8.43	\$81.77
Scientist I	\$25.00	\$36.80	\$7.10	\$68.90
Environmental Specialist	\$20.45	\$30.10	\$5.81	\$56.36
PIC/PLS Sr. Manager	\$58.41	\$85.97	\$16.59	\$160.97
Professional Land Surveyor IV	\$55.29	\$81.38	\$15.70	\$152.37
Professional Land Surveyor III	\$41.35	\$60.86	\$11.74	\$113.96
Professional Land Surveyor II	\$39.00	\$57.40	\$11.08	\$107.48
Professional Land Surveyor I	\$34.41	\$50.65	\$9.77	\$94.83
Survey Crew Chief III	\$29.73	\$43.76	\$8.44	\$81.93
Survey Crew Chief II	\$29.50	\$43.42	\$8.38	\$81.30
Survey Crew Chief I	\$25.31	\$37.25	\$7.19	\$69.75
Survey Office Technician III	\$30.50	\$44.89	\$8.66	\$84.05
Survey Office Technician II	\$21.00	\$30.91	\$5.96	\$57.87
Survey Office Technician I	\$21.00	\$30.91	\$5.96	\$57.87
Survey Field Technician III	\$23.00	\$33.85	\$6.53	\$63.39
Survey Field Technician II	\$22.33	\$32.87	\$6.34	\$61.54
Survey Field Technician I	\$17.16	\$25.26	\$4.87	\$47.29
Contract Administrator	\$31.50	\$46.36	\$8.95	\$86.81
Project Administrative Assistant	\$26.51	\$39.02	\$7.53	\$73.06
Graphics Specialist	\$29.64	\$43.63	\$8.42	\$81.68



Jonson, Erik
Feb 12, 2018 2:13 PM
cosign

Y-12126 Exhibit D

Exhibit E
Sub-consultant Cost Computations

See Attached.

Rhino One										
Clark County - Lehto Creek Bridge Scour Repair		Senior Engineer (Rajiv Ali)	Staff Engineer (Christina Hemberry)	Staff Geologist (Peter Hughes)	CAD (Devin Blackshere)	Total Labor Hours	Total Labor Dollars	Outside Services	Subtotal Expenses	TOTAL LABOR & EXPENSES
ROG 2018/2019 Rates		\$150.00	\$90.00	\$96.00	\$70.80					
Task 7	Geotechnical Investigation and Report									
7.1	Project Management and Invoicing	8			8	16	1,766		\$0	\$1,766
7.2	Literature Review and Research	1	4	4		9	894		\$0	\$894
7.3	Work Plan, Permits and utility locates	1	10	2	2	15	1,384	\$640	\$640	\$2,024
7.4	Field Investigation									
7.4.a	Drilled Borings (Assume one long day)	1	2	10		13	1,290	\$4,783	\$4,783	\$6,073
7.4.b	Hand Augers/Hand held Geoprobos	1	2	8		11	1,098	\$1,533	\$1,533	\$2,631
7.4.c							0	\$0	\$0	\$0
7.5	Laboratory Testing		2	2		4	372	\$2,600	\$2,600	\$2,972
7.6	Geotechnical Analysis and Wall Design Parameters	8	40	8		56	5,568		\$0	\$5,568
7.7	Draft and Final Report	8	40	8	8	64	6,134		\$0	\$6,134
7.8	Meetings (in Vancouver, Assume 2)	4	4			8	960		\$0	\$960
TOTAL HOURS		32	104	42	18	196				
TOTAL AMOUNT		\$4,800	\$9,360	\$4,032	\$1,274		19,466		\$9,556	\$29,022
Outside Services and Expenses										
7.3	Work Plan, Permits and utility locates									
	Traffic Control Plan	275								
	Mileage (120 miles @0.545 per mile)	65								
	Private Utility Locates (4 hours @ \$75/hour)	300	640							
7.4.a	Drill Rig (1 day)	3,750								
	Traffic Control (1 day)	1,000								
	Mileage (60 miles @0.545 per mile)	33	4,783							
7.4.b	Drilling with Hand-hand Geoprobe	1,500								
	Mileage (60 miles @0.545 per mile)	33	1,533							
7.4.c										0
7.5	Laboratory Testing									
	Twenty Five Water Contents @ \$21 per test	525								
	Three Atterberg Limits @ \$125 per test	375								
	Two Grain Size @ \$125 per test	250								
	Five Moisture Density @ \$100 per test	200								
	Two Unconfined Compressive Strength Test (\$125 per test)	250								
	Two sets of pH, electrical resistivity, sul;phates and chlorides (\$500/set)	1,000	2,600							
Total (Outside Services)		9,556	9,556							

Agreement #783218
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**Washington State
Department 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

October 11, 2016

Rajiv Ali, Owner
Rhino One, LLC
4610 NE 77th Street, #126
Vancouver, WA 98662-6790

Re: Rhino One, LLC
Safe Harbor Indirect Cost Rate

Dear Mr. Ali:

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

We have completed our risk assessment for Rhino One, LLC. Our assessment was conducted based on the documentation provided by the firm. The reviewed data included, but was not limited to, a description of the company, basis of accounting, accounting system and the basis of indirect costs. Based on our review, your firm is eligible to use the Safe Harbor rate. You have opted to use the Safe Harbor rate, rather than provide a FAR-compliant rate at this time.

We are issuing the Safe Harbor Indirect Cost Rate of 110% of direct labor with a field rate, where applicable, of 80% of direct labor for Rhino One. The Safe Harbor rate is effective on October 10, 2016.

Rhino One has agreed to improve Internal Controls and timekeeping processes in order to be able to develop an Indirect Cost Rate Schedule in the future in accordance with the Federal Acquisition Regulations (FAR), Subpart 31. The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide. The Safe Harbor Rate of 110%, or 80% for field office situations, can be used for agreements entered into prior to December 31, 2018. For agreements entered into after this date, please contact the WSDOT Consultant Services Office (CSO) or our office for guidance.

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

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

Sincerely,


Schatzie Harvey
Agreement Compliance Audit Manager

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

CERTIFICATION OF FINAL INDIRECT COSTS - FOR A SAFE HARBOR INDIRECT COST RATE

Firm Name: Rhino One LLC

I, the undersigned, certify that I have reviewed the proposal to establish the Safe Harbor rate.

The firm is electing to use the SAFE HARBOR INDIRECT COST RATE of 110% of direct labor with a field rate, when applicable, of 80% of direct labor. To the best of my knowledge and belief:

- a) The firm has not had a FAR compliant indirect cost rate previously accepted by any other state agency.*
- b) The firm will provide reports as required by the SAFE HARBOR RATE program on their progress toward compliance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*

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

The firm agrees to follow the 'Path to Compliance'. Steps noted below:

The Pathway must include:

- A timekeeping system which includes the Internal Controls described in chapter 6 of AASHTO*
- An accounting system which separates indirect costs and direct costs*
- An accounting system which separates allowable and unallowable cost*
- A compliant job cost system which is general ledger driven*
- Training for accounting personnel and key management on Part 31 of the Federal Acquisition Regulations, Contract Cost Principles and Procedures*
- A strong written internal control policy with a policy and procedures manual*

*Signature:  _____

*Name of Certifying Official (Print): Rajiv Ali

*Title: Owner

Date of Certification (mm/dd/yyyy): 10/04/2016

*Note: This form is to be completed by an individual executive or financial officer of the consultant 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 proposal submitted in conjunction with the agreement.

FEE SCHEDULE
AUDITED COST PLUS
Rhino One LLC
 4610 NE 77th Avenue Suite 126
 Vancouver, WA 98662

Y-11949
Southwest Region Engineering Services

Actuals Not to Exceed Table (ANTE)

JOB CLASSIFICATIONS	Direct Labor Rate	Overhead 0.00%	Fixed Fee 30%	All Inclusive Hourly Billing Rate
	NTE	NTE	NTE	NTE
Principal Geotechnical Engineer	\$62.50	\$68.75	\$18.75	\$150.00
Staff Engineer	\$37.50	\$41.25	\$11.25	\$90.00
Staff Geologist	\$40.00	\$44.00	\$12.00	\$96.00
CAD	\$29.50	\$32.45	\$8.85	\$70.80
Administrative	\$25.00	\$27.50	\$7.50	\$60.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00

Negotiated Overhead Rate: 110.00% of Direct Labor
 Negotiated Fee Rate: 30.00% of Direct Labor
Total 140.00% of Direct Labor



**Washington State
Department of Transportation**

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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

January 17, 2018

Archaeological Investigators Northwest, Inc.
3510 NE 122nd Avenue
Portland, OR 97230

Subject: Acceptance FYE 2016 ICR – Risk Assessment Review

Dear Ms. Jo Reese:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2016 ICR of 147.92%. This rate is applicable to Washington Local Agency Contracts only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards;

Jenson, Erik
Jan 17 2018 9:19 AM

cosigr

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms

Lehto Bridge Scour Repair Project

Date: 11/29/2018

Lehto Bridge #294, CRP #381212

Subconsultant Fee

3D Infusion

<i>Task</i>	<i>Description</i>	<i>PIC</i>	<i>CADD Tech 2</i>	<i>Total Hours</i>	<i>Total Budget by Task</i>
1	Project Management	1		1	\$160
2	Quality Control	2		2	\$320
3	JARPA Form and Drawings		20	20	\$2,116
	<i>Total Hours</i>	3	20	23	
	<i>Billing Rate</i>	\$159.87	\$105.78		
	<i>Total Labor Cost</i>	480	2,116		\$2,595
	Grand Total				\$2,595



**Washington State
Department 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

October 25, 2018

David Evans and Associates, Inc.
2100 SW River Parkway
Portland, OR 97201

Subject: Acceptance of Sub-Consultant
3D InFusion, Inc.

Dear Ms. Haley Leitz:

Washington State Department of Transportation (WSDOT) has reviewed and accepted your request to add sub-consultant 3D InFusion, Inc. and their Actuals Not to Exceed (ANTE) rate table for agreement Y-12239 effective October 25, 2018.

This rate table may be subject to additional review if considered necessary by WSDOT.

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

Regards,

Jonson, Erik
Oct 29 2018 9:11 AM
cosign

ERIK K. JONSON
Manager, Contract Services Office

EKJ:rck

Enclosure: Accepted Sub-Consultant's ANTE Rate Table

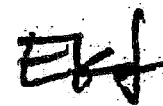
Cc: Traci Fleming

Actuals Not To Exceed Table (ANTE)

WSDOT Agreement: Y-12239

3D InFusion, Inc. 3758 NW Bronson Crest Loop Portland, OR 97229 Office Rate				
Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		110.00%	30.40%	
Principal	\$66.50	\$73.15	\$20.22	\$159.87
CADD Tech. 2	\$44.00	\$48.40	\$13.38	\$105.78
Eng./Admin. Tech. 1	\$33.00	\$36.30	\$10.03	\$79.33

3D InFusion, Inc. 3758 NW Bronson Crest Loop Portland, OR 97229 Field Rate				
Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		80.00%	30.40%	
Principal	\$66.50	\$73.15	\$20.22	\$159.87
CADD Tech. 2	\$44.00	\$48.40	\$13.38	\$105.78
Eng./Admin. Tech. 1	\$33.00	\$36.30	\$10.03	\$79.33



Jonson, Erik
 Oct 29 2018 9:11 AM
 cosign

WSDOT Agreement Y-12239

Exhibit F

Title VI Assurances

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

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

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

Exhibit G

Certification Document

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

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of Otak, Inc.
whose address is 700 Washington Street, Suite 300
and that neither the above firm nor I have

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

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

Otak, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of Agency Official

I hereby certify that I am the:

Agency Official of the local agency

Other

of the Clark County, Washington, and Otak, Inc.

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

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

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

Signature Ahmad Qayoumi

Date

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

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

Otak, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

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

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

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

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

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

Otak, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of RFP# 746 Design Services* are accurate, complete, and current as of November 29, 2018**.

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

Firm: Otak, Inc.

Signature

Title

Date of Execution _____

***.

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Step 5 Forward Documents to Local Programs

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

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

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

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

Agreement Number: 783216

Firm/Organization Legal Name (do not use dba's): Otak, Inc.	
Address 700 Washington Street, Suite 300	Federal Aid Number BHS-H063(001)
UBI Number	Federal TIN or SSN Number 91-1324129
Execution Date	Completion Date 12/31/2021
1099 Form Required <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Project Title Smith Bridge #211	
Description of Work Full design and permitting support services for installation of scour countermeasures. Design services include geological, hydraulic, and structural engineering. See attached scope of work for more detail.	
<input checked="" type="checkbox"/> Yes _____ <input type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> Yes _____ <input type="checkbox"/> No MBE Participation <input type="checkbox"/> Yes _____ <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> Yes _____ <input type="checkbox"/> No SBE Participation	Maximum Amount Payable: \$ 138,997.

Index of Exhibits

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

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

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

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

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

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

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

If to AGENCY:

Name: Troy Pierce
 Agency: Clark County
 Address: 1300 Franklin St.
 City: Vancouver
 State: WA Zip: 98660
 Email: troy.pierce@clark.wa.gov
 Phone: 564-397-4403
 Facsimile: _____

If to CONSULTANT:

Name: Ryan Makie
 Agency: Otak, Inc.
 Address: 700 Washington Street, Suite 300
 City: Vancouver
 State: WA Zip: 98660
 Email: ryan.makie@otak.com
 Phone: 360-906-9429
 Facsimile: _____

IV. Time for Beginning and Completion

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

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

V. Payment Provisions

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

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

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

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

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

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

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

- B. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- C. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- D. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- E. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.
- The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings
- F. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

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

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

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

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

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

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

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

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

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

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

Insurance Coverage

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

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

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

Name: Troy Pierce
 Agency: Clark County
 Address: 1300 Franklin St.
 City: Vancouver State: WA Zip: 98660
 Email: troy.pierce@clark.wa.gov
 Phone: 564-397-4403
 Facsimile: _____

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

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

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

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

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

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

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

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

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

Signature Otak, Inc.


Date

Signature Ahmad Qayoumi PE
Public Works Director

Date

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

APPROVED AS TO FORM ONLY:
Anthony F. Golik

By: 

William Richardson
Deputy Prosecuting Attorney

Exhibit A
Scope of Work

Project No. 381522

See Attached

Exhibit A-1
Scope of Work
December 3, 2018
Clark County
Smith Bridge Scour Repair Project

Introduction

This scope is for the design of the Smith Bridge Scour Repair project and includes technical investigations; engineering design; and support for easement acquisition, environmental permitting, and construction phase services.

Reference to the 'Consultant' refers to Otak Inc. or any of their subconsultants. Reference to the 'County' includes any of Clark County staff.

As much as possible the Lehto, Smith, and Salmon Creek Bridge Scour Repair projects will be coordinated in order to minimize duplicate costs to the County.

The following subconsultants are part of the analysis, design, permitting, and construction plan production work:

- RhinoOne Geotechnical: Geotechnical Engineering
- Archaeological Investigations Northwest, Inc.: Cultural Resources
- 3D Infusion: Computer Aided Drafting (CAD)

The following work is not included in this scope and will be led by the County:

- Survey
- Easement acquisition
- Temporary traffic control and construction signage plans

Scope of Work

Task 1: Project Management and QA/QC

These tasks will be performed by the consultant team and will include:

Task 1.1: Project Management

The Project Team will plan, manage, and execute the tasks described herein in accordance with the schedule, budget, and quality expectations that are established. This project management task includes the following work activities:

- Develop Project Work Plan that includes a summary of project team contacts, budgets, schedule milestones, and deliverables.

- Prepare for the Kick-Off Meeting with County and consultant team to communicate the project goals, timeline, design criteria, project management, project protocols, and review procedures. The approach for scour countermeasure design, environmental permitting, review/approvals, utility coordination, constructability reviews, cost estimating, and stakeholder involvement responsibilities will also be discussed (1 meeting, 2 hours max).
- Project meetings will include internal design coordination meeting and project coordination meetings with the County. Meeting decisions will be documented, and action items will be assigned to ensure timely resolution. The meetings will be combined for the three bridges (Lehto, Smith, and Salmon Creek). The following list of meetings represent the total needed for all three projects. The fee estimate will distribute the cost evenly across the three contracts.
 - Monthly progress meetings with the County project manager from preliminary design through final design. Technical staff members will be included needed. (Scope assumes 24 meetings with average of two staff members per meeting).
 - Regular design coordination meetings with the project team at Consultant's office during the active design process (Scope assumes 24 meetings).
- Consultant to provide management, coordination, and direction to the project team (assumes up to 60 hours for this phase).
- Preparation and ongoing maintenance of a comprehensive schedule with individual task milestones, task duration, individual responsibilities of subconsultants and County staff, agencies, utilities, etc.
- Monthly progress reports to be submitted with invoices. Monthly progress reports will reflect each task's percent complete, each tasks' budget remaining, activities completed in the previous billing period, activities anticipated for the coming weeks, and input required from the County.
- Preparation of monthly invoices. Each bridge project will have its own budget and invoice. The budget for a bridge is for that bridge only. The invoice for Smith Bridge will be labeled:
 - Smith Bridge #211, CRP #381522

Task 1.2: Quality Control

The Project Team will develop and execute the project QA/QC plan. This project management task includes the following work activities:

- Develop project quality assurance/quality control (QA/QC) plan including review responsibilities and timelines for each deliverable.
- Provide Quality control review for each deliverable prior to submittal to the County.

Assumptions

- It is assumed that the majority of the meetings for the Lehto, Smith, and Salmon Creek Bridge Scour Repair Projects will be combined (applies to meetings identified in all tasks). For this reason, the overall fee estimate has been evenly divided across the three individual contracts.
- Design Review meetings are covered under individual design submittal task items.

Meetings

- Monthly progress meetings at the County
- Design coordination meetings at the Consultant's office

Deliverables

- Project Work Plan
- Project QA/QC Plan
- Meeting notes from each meeting
- Monthly status reports and invoices
- Development and maintenance of the project schedule (Scope assumes two updates)

Task 2.0 Surveying and Mapping Coordination

Surveying and mapping will be provided by County. Much of the surveying was completed prior to developing this scope of work. It is anticipated that a few additional items will need to be surveyed after the preliminary technical analyses have begun, including wetland boundaries, ordinary high water for Salmon Creek, and channel cross sections to inform the hydraulic modeling.

For this task, the Consultant will coordinate with County surveyors to identify additional project elements to be surveyed. The consultant will develop survey request including brief narrative and map and meet with the survey crew in the field to clarify the level of topographic and bathymetric detail needed.

To limit the field survey effort needed, Otak will utilize existing LiDAR data (if available) to supplement County survey in particularly wide floodplain areas. This task includes hours to obtain and incorporate LiDAR data into the project base map.

Meetings

- One coordination meeting to review the survey request with the lead County surveyor

Deliverables

- Survey request including a map and narrative

Task 3.0 Utility Coordination

This Task includes work to coordinate project impacts to private utilities along NE 167th Ave.

Task 3.1 Utility Impact Coordination

- Preliminary Utility Coordination Meeting – Meet with utility companies and County staff at 50% design stage to review preliminary plans, identify conflicts, and develop action plans. Prepare and distribute meeting notes.
- Individual Coordination – Resolve conflicts individually with the utility companies and County staff that cannot be resolved at the meeting. Provide potential conflict information to franchise utilities, public utilities, and private property owners, and coordinate for them to remove, relocate, or reconnect their facilities.
- Final Coordination Meeting – Meet with utility companies and the County at 95% Design stage to review plans, confirm resolution of conflicts, and verify relocation schedule. Prepare and distribute meeting notes.

Meetings

- Preliminary Utility Coordination Meeting
- Final Coordination Meeting

Deliverables

- Meeting notes
- Inclusion of utility coordination items in plans and specifications

Task 4.0 Public Involvement Program

The purpose of this task is to coordinate with private property owners and obtain information about project impacts. The County will lead this effort, with the following scope required from the Consultant:

Task 4.1 Meeting with Property Owners

Attend one meeting with the property owners to discuss impacts and potential coordination items. This will occur during the preliminary design phase.

Task 4.2 Exhibits

Prepare exhibits and graphics as necessary for Property owner coordination.

Meetings

- Coordination meeting with County staff concerning exhibits (one meeting)
- Meetings with stakeholder property owners (1 meeting)

Deliverables

- Property Owner Meeting Documentation

Task 5.0 Permitting Assistance

Permit applications and supporting environmental and regulatory compliance documentation will be prepared under this task. Federal, state, and local regulatory compliance requirements

are included, as well as underlying deliverables and assumptions for the work.

Task 5.1 Environmental Data Collection and Wetland/Habitat Delineation and Stream Characterization Report

After determining the appropriate study area limits, Otak will conduct field work necessary to collect the data for the preparation of the technical documents and permit applications for the project. Wetland boundary and stream ordinary high water (OHW) delineations will be conducted to meet the requirements of Clark County's Shoreline Master Program (SMP) [Clark County Code (CCC) 40.460], the Corps of Engineers (the Corps), and Washington State Department of Ecology (Ecology). Wetland and stream boundaries within the study area will be flagged in the field and subsequently surveyed by the County and added to the project basemap. Riparian and priority wildlife habitats will also be assessed.

The Consultant will prepare a Wetland/Habitat Delineation and Stream Characterization Report to support the permit application and meet regulatory compliance requirements. The Wetland Delineation and Stream Characterization Report is anticipated to support the required federal, state, and county approvals required to construction the project.

Stream surveys will be conducted to assess existing conditions within and adjacent to the project area to sufficiently establish baseline conditions for instream and riparian habitat. Data forms documenting the wetland boundaries and instream habitat will be completed. Wetlands will be rated according to the 2014 Ecology *Washington State Wetland Rating System for Western Washington* methodology and classified per CCC 40.450 (Wetland Protection). Streams will be rated per Washington Department of Natural Resources criteria for compliance with CCC 40.440 (Habitat Conservation). Buffer widths for wetlands and streams will be identified.

Deliverables

- Draft and final Wetland/Habitat Delineation and Stream Characterization Report.

Assumptions

- Wetland and stream boundaries will be delineated within the County-owned right of way and adjacent private parcels immediately adjacent to the right of way as needed for site access. The study area will be confirmed with the County prior to completing field work.
- County will acquire rights of entry to areas from adjacent property owners prior to field work.
- County will survey wetland and stream boundary flags in the field. Otak will provide a sketch map to the County to help the survey crew locate the flags.

Task 5.2 NEPA Compliance Documentation

In order to comply with NEPA requirements a NEPA Categorical Exclusion Documentation Form will be prepared per the criteria in WSDOT's LAG Manual. The NEPA Categorical Exclusion Documentation Form and supporting environmental reports

will be submitted to the County as the Local Agency. The County will submit to WSDOT's Local Programs.

Assumptions

- The project will result in a Documented Categorical Exclusion. Preparation of a NEPA EIS or EA is not included in this scope.

Deliverables

- Draft and Final NEPA Categorical Exclusion Documentation Form, submitted to the County (County will forward to WSDOT)

Task 5.3 ESA Compliance Documentation

Documentation necessary for compliance with the provisions of the Endangered Species Act (ESA) will be prepared for the project. The project is expected to qualify as maintenance under the Regional Road Maintenance ESA 4(d) Program. Analysis and documentation of compliance with the 4(d) Program will be prepared per WSDOT standards and protocols. The 4(d) Program only covers wildlife species regulated by the ESA and administered by the Nation Marine Fisheries Services (NMFS). A No Effects Letter (NEL) will be prepared for wildlife species regulated by the ESA and administered by the US Fish and Wildlife Service (USFWS).

It is anticipated that ESA compliance will be completed as a component of NEPA compliance prior to the application to the Corps for a Section 404 permit.

Assumptions

- The project will meet the definition of maintenance under the 4(d) Program.
- The project will result in a No Effects determination for ESA-listed species regulated by the USFWS. A Biological Assessment (BA) or Biological Evaluation (BE), if required, would be completed under a separate scope of work

Deliverables

- Draft and Final 4(d) compliance documentation submitted to the County for submission to WSDOT.
- Draft and Final NEL submitted to the County for submission to WSDOT.

Task 5.4 JARPA Form and Drawings

A Joint Aquatic Resources Permit Application (JARPA) will be completed when the project reaches a 60 percent design stage. The JARPA will be used to apply for the Clark County shoreline permit; Ecology Section 401 certification; Washington State Department of Fish and Wildlife (WDFW) Hydraulic Project Approval (HPA); and a Department of the Army (Section 404) permit from the Corps of Engineers.

Deliverables

- Draft and final JARPA application (form and drawings) and accompanying public notice formatted drawing set and construction plans for submittal to all relevant regulatory agencies.

Task 5.5 Shoreline, Floodplain, Wetland/Habitat Permit Application Support

The project will require compliance with Clark County's Critical Areas and Shorelines (CCC 40.4), including Flood Hazard Areas (CCC 40.240), Habitat Conservation (CCC40.440), Wetland Protection (CCC 40.450), and Shoreline Management Program (CCC 40.460). Otak will complete a pre-application conference application request, and will provide the submittal packet for the Shoreline Permit application, including: project narrative, JARPA, application form, GIS Developer's packet, site plan, SEPA checklist, and other applicable items as needed for the floodplain and wetland/habitat permits. The project narrative will address the project's compliance with the goals and policies of the SMP.

Deliverables

- Pre-Application Meeting Request contents (PDF), submitted to the County
- Shoreline Permit Application contents, submitted to the County

Assumptions

- Otak will acquire the GIS Developer's Packet
- Clark County will package and submit the full submittal packet required for shoreline permit applications.
- Application fees will be paid by Clark County.

Task 5.6 Mitigation and Monitoring Plan

The project will require a mitigation and monitoring plan that addresses no net loss of ecological functions in the shoreline environment as required by the County, Ecology, and WDFW. The plan will include performance standards and monitoring methods to meet County code requirements.

If the no net loss standard cannot be achieved on site within the County right of way and the project is determined to require compensatory mitigation for unavoidable adverse impacts to wetlands or streams, then off-site compensatory mitigation will be assessed in the immediate vicinity of the crossings within the limits of the baseline documentation.

Assumptions

- The project will adhere to appropriate mitigation sequencing, and will avoid and minimize adverse impacts to the extent possible prior to proposing compensatory mitigation within or outside of the County-owned right of way.
- If complete mitigation cannot be provided on-site within the vicinity of each crossing, then offsite compensatory mitigation that meets the federal, state, and local requirements would be completed under a separate scope of work.

Deliverables

- Draft and Final Mitigation and Monitoring Plan, submitted to the County.

Task 5.7 Agency Meetings, Permit Facilitation, and County Coordination

Prior to permit submittals, Otak will support County staff to arrange up to two (2) meetings, preferably on-site, with all applicable County, State, and Federal resource and regulatory agency staff and WSDOT Local Programs Engineer to assure that they have a solid understanding of the existing and proposed conditions for the project prior to receiving the JARPA package. After permits are submitted, Otak will coordinate with County staff to respond to comments, provide additional clarification, and assist with shepherding the permits through the process efficiently.

Assumptions

- Two (2) Otak staff members will attend two (2) onsite meetings not to exceed four (4) hours.
- Two (2) Otak members will attend a total of two (2) internal coordination meetings not to exceed three (3) hours each.

Deliverables

- Draft and final meeting minutes of on-site meetings.
- Create project plans or exhibits appropriate for the field visit.

Task 5.8 SEPA Compliance

The project will require compliance with the State Environmental Policy Act (SEPA). Otak will prepare a SEPA checklist for the project, with vicinity map and simple plan view appropriate for the general public and will submit the checklist to Clark County for environmental review as the lead agency in the SEPA process.

Deliverables

- Draft and Final SEPA checklist with vicinity map and site plan, submitted to the County.

Assumptions

- The proposed project will result in a Determination of Non-Significance (DNS).
- Preparation of a SEPA EIS is not included in this scope.

Task 6.0 Cultural and Historical Analysis (Smith)

This task is to provide a cultural resource survey to meet federal, state, and local compliance. The study will be designed to meet the requirements of Section 106 of the National Historic Preservation Act and Section 4(f) of the U.S. Department of Transportation Act. The survey will also be done to meet the standards and guidelines of the Washington Department of Archaeology and Historic Preservation (DAHP).

The archaeological field work will include a pedestrian survey of the Area of Potential Effects (APE) walking transects spaced 10 to 20 meters apart. Shovel testing will be done

where the surface visibility is inadequate to determine if an archaeological site is present. Historic resources (i.e., buildings, structures, sites, objects, and districts constructed at least 45 years before the date of survey) will be documented if they are within or on a parcel crossed by an APE.

The tasks will include the following.

- Identification of the APE and submittal of a work plan including a detailed project description and map to the Agencies and Tribes for approval. (Submitted by the County)
- Background review of the previous studies conducted in the vicinity.
- A systematic pedestrian archaeological survey of the APE walking transects spaced no more than 20 meters apart.
 - Excavation of up to 6 shovel tests that will be 20 inches (in) (50 centimeters [cm]) in diameter and excavated to a minimum depth of 20 in (50 cm). Sediments will be screened using 1/8-in hardware cloth. All shovel tests will be backfilled upon completion. No artifacts will be collected. Archaeological resources, if found, will need to be recorded.
 - Documentation of historic resources that are within the APE or are situated on parcels crossed by the APE. Inventory forms will be prepared for each documented historic resource using the DAHP WISAARD database; the forms will be included in the report appendix.
 - Evaluate documented historic resources to determine their eligibility to be listed on the National Register of Historic Places (NRHP). An assessment of project effects under Section 106 and potential “use” under Section 4(f) will be done for those historic resources that are recommended as eligible for listing in the NRHP.

Assumptions

- Up to 6 shovel tests will be excavated.
- No archaeological resource will be encountered in the APE.
- One historic resource will be identified: the Smith Bridge #211 (constructed in 1963). The bridge is not likely to be eligible for listing in the NRHP. Thus, no effects on historic properties and no “use” of a Section 4(f) resource are anticipated.

Deliverables

- A cultural resource survey report will be submitted for the review of the Washington State Department of Transportation (WSDOT). This report will satisfy Section 106 of NHPA and Section 4(f) of the U.S. Department of Transportation Act. It will include a recommendation of whether the proposed project will have an adverse effect on historic properties, including archaeological sites. Archaeological and historic resource forms

will be appended to the report. A DAHP cover sheet will be included with the finalized version of the cultural resources report for agency submittal and distribution.

Contingency Task (Excluded)

- Three additional historic resources may be identified: a house at 19211 NE 167th Avenue (constructed in 1931), and two houses (constructed in 1955 and 1971) at 16205 NE 189th Avenue.
- The 1931 house at 19211 NE 167th Avenue may meet minimum qualifications for listing in the NRHP. However, it is unlikely that the project will adversely affect the house, and a “use” under Section 4(f) is not anticipated.

Task 7.0 Geotechnical Design Services

This task involves geotechnical investigations and analysis to evaluate subsurface conditions, slope stability hazards, and existing footing depths.

In order to evaluate site-specific geotechnical conditions, the consultant will conduct a geotechnical investigation consisting of research, reconnaissance, subsurface explorations, laboratory testing, engineering analyses, and consultation, as outlined below.

- Review readily available geologic maps and water well logs that cover the site vicinity, and other reports provided by the County, for general information regarding subsurface soil, rock, and groundwater conditions, and geologic hazards.
- Prepare traffic control plans, submit plans to the County for review, and implement approved traffic control plan during field work.
- Mark proposed exploration locations in field and complete public utility locates.
- Conduct field explorations, including:
 - Drilling one borings through the roadway (outside of the bridge section) near the retaining wall to depth of up to 40 feet below grade, or until 15 feet of relatively competent materials are penetrated, whichever is deeper, to characterize subsurface soil and groundwater conditions near the wall.
 - Drilling one boring through the bridge deck to depth of up to 40 feet below grade, or until 15 feet of relatively competent materials are penetrated, whichever is deeper, to characterize subsurface soil and groundwater conditions in the streambed.
 - Using hand auger or handheld geoprobe, conduct up to four explorations within the stream channel. These explorations will characterize the subsurface streambed material.
 - Maintaining a log of the soils encountered in the borings and collecting soil samples for laboratory testing.
 - Backfilling the exploration holes in accordance with Ecology regulations and patching the surface with asphalt or gravel.
 - Collecting and hauling all soil spoils from the site.

- Measuring the locations of the boreholes so they can be included in the site base map.
- Conduct a series of geotechnical laboratory tests on selected soil samples obtained from the explorations to evaluate the engineering and index properties of the site soils. The specific tests conducted will depend upon actual conditions encountered, but we anticipate our testing will include up to 25 moisture content, 5 moisture/density, 3 Atterberg limits, 2 sieve analyses, and 2 unconfined compression tests. Additionally, up to two suites of tests to evaluate soil corrosion potential may be performed.
- Conduct engineering analysis to evaluate seismic hazards, and slope stability.
- Prepare a draft report outlining our findings and recommendations, including information related to the following:
 - Subsurface soil and groundwater conditions;
 - Existing foundation depth details based on field exploration
 - Seismic and Slope stability hazards
 - Site preparation and grading
 - Recommendations for wall remediation
- Prepare a final report incorporating comments from the project team on the draft report;
- Participate in up to two project team coordination meetings to review and discuss geotechnical issues having an impact on the bridge project.
- Provide geotechnical project management and support services, including coordinating staff and subcontractors, invoicing, and conducting phone consultations and email communications with the County and the design team.

Deliverables

- Electronic (PDF) copies of the draft geotechnical engineering report
- Five hard copies and an electronic (PDF) copy of the final geotechnical engineering report incorporating County and design team comments.

Assumptions

- The County will provide right-of-access to the property.
- If needed, the County will provide street use or right-of-way permits at no charge.
- Disposal of contaminated soil and decontamination of drilling equipment are not included in this scope of work. If contaminated materials are encountered, then additional costs will be incurred.
- Prevailing wages will apply to subcontractors (e.g. driller and traffic control).
- Field explorations and testing will be completed in 3 days.

Task 8.0 Stormwater Analysis

Since there are no new impervious surfaces planned for this project, the only stormwater related task will be the SWPPP for contractor access during construction.

Task 8.1 Stormwater Pollution Prevention Plan (Reserved)

The Lehto Bridge Scour Repair project will potentially disturb more than 1 acre of land due to contractor access requirements. If so, the Department of Ecology (Ecology) will require a Stormwater Pollution Prevention Plan (SWPPP). This task is to prepare a SWPPP and file the required Notice of Intent (NOI) with Ecology, and will include the following:

- A narrative that documents and justifies the pollution prevention decisions made for the project.
- Seasonal work limitations.
- How each of the 13 elements of erosion and sediment control as listed in the Stormwater Management Manual for Western Washington will be met.
- Calculations supporting the design of sediment traps, ponds, or other measures if applicable.
- The draft SWPPP will be submitted to the County for review. Revisions will be made, and a final SWPPP will be delivered to the County.
- Complete Notice of Intent Application for Ecology, County will submit.
- Write Public Notice for Publication in the local newspaper for two consecutive weeks (County will Submit)
- Make copies of SWPPP and supply to contractor for documentation during construction

Assumptions

- One review of the SWPPP will be required.

Deliverables

- Public Notice for publication in the local newspaper
- Draft and Final SWPPP
- Paper copy of SWPPP submitted to Contractor at Pre-Construction Conference

Task 9.0 Hydraulic Design

This task includes the hydraulic analysis and design services for Smith Bridge.

Task 9.1 Data Collection

- Collect and review available information on Salmon Creek and the existing bridge crossing, including previous study reports, Federal Emergency Management Agency (FEMA) documentation, as-built plans, bridge inspection reports, available survey data, historic air photos, and available geotechnical information. Some of this information has already been provided with the County's Request for Proposal.

Task 9.2 Site Investigation and Channel Stability Assessment

- Conduct a site investigation to record observations, gather field measurements, and take digital photographs.

- Record observations of the following:
 - a. The general characteristics of Salmon Creek and the adjacent floodplain in the vicinity of the bridge
 - b. The lateral and vertical stability of the channel
 - c. General and local scour at the bridge
 - d. Lateral and vertical controls
 - e. Channel and floodplain roughness
 - f. Bed material characteristics
- Field analyze the bed material using the Wolman pebble count method.
- Identify and stake or flag in the field any additional survey work needed to support the hydraulic modeling.
- Review available historic air photos to evaluate instances of past channel migration.
- Evaluate the vertical and lateral stability of the channel, based on the field investigation.

Task 9.3 Hydrologic Analysis

- It is assumed that the hydrology used in the development of the existing Salmon Creek FEMA modeling will be used for this project.
- Hydrologic analysis using available gauge data will be performed to determine the minimum discharge rate for the temporary stream by-pass that will likely be needed to isolate the in-water work area during construction.

Task 9.4 Hydraulic Analysis

- Perform a hydraulic analysis of Salmon Creek in the vicinity of the bridge using the U.S. Army Corps of Engineers HEC-RAS computer software to evaluate existing conditions and up to three (3) project conditions for a range of flows up through the 500-year event.
- The existing conditions model will be based on the current FEMA model for Salmon Creek. The FEMA model will be updated with additional cross sections in the vicinity of the bridge developed using County survey data and supplemented with available LiDAR data in the overbank areas.

Task 9.5 Scour Analysis

- Conduct a scour analysis at the bridge following the guidelines as outlined in HEC-18, Evaluating Scour at Bridges (Fifth Edition) to support the design of scour countermeasures.
- Evaluate the long-term degradation potential based on field evaluation, bridge inspection reports, and any other historical information on the channel in the vicinity of the bridge.

- Calculate general (contraction) scour and bend scour as necessary. It is assumed that the proposed scour countermeasures will protect against local scour at the abutments so that local abutment scour calculations will not be necessary.

Task 9.6 Design of Scour Countermeasures

- Coordinate with other design disciplines (geotechnical, structural) to develop one or more design alternatives for the scour countermeasures.
- As needed, perform riprap design calculations to determine the gradation and thickness of any riprap revetment.
- Based on the scour analysis and any riprap design calculations, develop the basic layout for each design alternative.

Task 9.7 Temporary Water Management

- Determine limits of work area isolation.
- Develop temporary water management approach to isolate in-stream work areas.

Task 9.8 Hydraulics Report

- Prepare a Draft Hydraulics Report that documents the hydraulics analysis, scour analysis, design of scour countermeasures, and in-stream isolation plan and submit for review. The report will address any impacts to Base (100-year) Flood Elevations to support a No-Rise Certification.
- Prepare a response to review comments and incorporate changes into a Final Hydraulics Report.

Assumptions

- Peak flow design discharges will be based on existing information (those in the Effective Flood Insurance Study for Salmon Creek).
- All survey data to be provided by the County
- The scour repair can be designed to meet a “no-rise” condition and therefore a CLOMR/LOMR will not be required.

Deliverables

- Draft and Final Hydraulics Report (Hard copy and PDF)
- Electronic copy of the HEC-RAS model used for the hydraulic analysis

Task 10.0 Structural Design

This task includes the structural analysis and design services.

Task 10.1 Revetment Design

- Conduct analysis of revetment structures for stability
- Design repairs to revetment structures

Assumptions

- Revetment structure to be designed will be riprap or grouted rock. More substantial structures including gabion basket wall or reinforced concrete walls will not be required.

Task 11.0 Alternatives Analysis

The purpose of this work element is to allow the team to develop and evaluate alternatives so that decisions can be made on moving forward with a preferred alternate. The development of alternatives is a multi-disciplined effort.

Task 11.1 Alternatives Analysis – Scour repair

Develop options for the stream channel scour repair that would include revetment or other countermeasures. Traffic control, timing and detours will be considered, as well as construction access.

Task 11.2 Alternatives Analysis – Environmental Impact Mitigation

- Develop mitigation requirements and preliminary options for mitigation that would be associated with each scour repair alternative.

Task 11.3 Alternatives Analysis –Preliminary Cost Estimating and Presentation Matrix

- Develop preliminary/conceptual construction cost estimates for each alternative
- Develop preliminary plans and profiles for each scour repair alternative
- Develop a matrix summarizing the alternatives with each parameter/criteria listed with a weighting method used to assist in evaluating the options.
- Attendance at meeting discussing the alternatives and providing assistance to the County in the selection of a preferred alternative

Deliverables

- Draft and Final Alternatives Analysis Report.

Task 12.0 Preliminary Plans and Design Report

This work element will begin after the preferred scour repair alternative has been selected. This task will develop the design to an approximate 30% level. The primary use of this submittal is for project team review, advancing the ROW plans for property easements, confirming the location of environmental boundaries, determining preliminary environmental impacts and property impacts, evaluating scour repair features, providing information to utility providers for conflict review and to communicate project assumptions and challenges. The Preliminary Design Report will include the following information:

- Preliminary scour repair details
- Delineated Wetland Locations
- Natural Resource Buffer locations

- Preliminary limits of work and necessary easements required
- Preliminary mitigation locations
- Preliminary utility conflicts and relocations
- Preliminary erosion control plan
- Preliminary summary of quantities and engineers estimate
- Preliminary staging and traffic control plan

Deliverables

- Draft and Final Preliminary Design Report.
- 30% Cost Estimate
- 30% Plans

Task 13.0 Advanced Plans (60% Design)

This task will develop the design to 60% level of completion, which is appropriate for Environmental Permitting. This submittal is also used to further advance the ROW plans for property acquisitions. The tasks associated with this work include developing the following:

- Work area isolation plans and details
- Scour countermeasure plans and details
- Mitigation plans and details
- Quantities of temporary and permanent wetland and stream impacts
- 60% Project Technical Special Provisions
- 60% Cost Estimate

Assumptions

- Traffic control and construction signage plan will be completed by the County.
- The following sheets are assumed to be included in the 60% Plans:

Plan Sheet Name	#
Cover Sheet	1
General Notes, Index, and Legend	1
Existing Condition Plans	1
Erosion Control and Work Area Isolation Plans	2
Scour Countermeasure Plans	2
Mitigation Plans	2
Landscape Plans	2
Total Sheets	12

Deliverables

- Permit Plans (60%)
- 60% Project Technical Special Provisions
- 60% Cost Estimate

Task 14.0 95%, and Final PS&E

The purpose of this work element is to prepare final plans, special provisions and estimate for bidding. This work element includes the following tasks:

- Update Plans and add detail to address comments on the 60% Plans.
- Finalize plan layout and details.
- Finalize scour repair details
- The 95% Plans will be routed for a final check by the County to confirm review comments have been addressed prior to issuing the stamped and signed Plan Set. A meeting with the County will confirm the completeness of the Plans or additional edits to be completed. Consultant will then submit the final stamped and signed set of Plans to the County.
- Prepare the 95% Project Technical Special Provisions. The Technical Special Provisions will be submitted to the County and all comments will be incorporated into the Final Technical Special Provisions.
- Prepare the 95% Cost Estimate for the project. Consultant will update the record of quantity calculations and unit cost development according to the revised plans and current pricing information to complete the Final Construction Cost Estimate.
- Prepare 99% Cost Estimate for the County to submit to WSDOT for construction contract DBE and training goals. Bid items between the 99% and the Final Estimate should not change.

Assumptions

- The design will not change substantially after the completion of the 60% Design
- The following sheets are assumed to be included in the Final Plans:

Plan Sheet Name	#
Cover Sheet	1
General Notes, Index, and Legend	1
Existing Condition Plans	1
Erosion Control and Work Area Isolation Plans	2
Scour Countermeasure Plans	2
Mitigation Plans	2
Landscape Plans	2
Total Sheets	12

Deliverables:

- Half-sized (11" x 17") paper set and electronic pdf format of the 95% Construction Plans.
- 95% Technical Special Provisions in hard copy (8 ½" x 11") and electronic format (MS Word).
- 95% Construction Cost Estimate in hard copy (8 ½" x 11") and electronic format (MS Word).
- 99% Construction Cost Estimate in hard copy (8 ½" X 11") and electronic format (MS Word).
- Final Construction Plans (22" x 34") on bond paper, stamped and signed.
- Final Technical Special Provisions, with cover sheet stamped and signed.
- Final Construction Cost Estimate.

Task 15.0 Construction Phase Services

The County will generally lead the Construction Phase of the project. The Consultant will provide the following support services.

Task 15.1 Bid Assistance

Consultant will provide responses to bidders' questions and assistance to the County, including:

- Assisting County in responding to engineering questions from Bidders.
- Interpreting and clarifying the bid documents.
- Assisting the County preparing addenda.
- Assisting the County Project Manager in evaluating the bids.

Assumptions

- The County will take the lead in fielding and responding to Bidder inquiries during the bid period.
- Addenda will be prepared by the County and issued to the Bidders.
- Consultant will respond directly only to the County, unless requested otherwise by the County.

Task 15.2 Construction Engineering Support

Otak will provide the following:

- Submittal and Shop drawing review.
- Attendance at pre-construction meeting and one project meeting
- Answering field questions and RFIs.
- Site visits during critical times (3 assumed).
- Utility coordination, separate meeting with utility purveyors
- Final site visit at project closeout.

Schedule

It is assumed that Notice to Proceed will be issued by January 1st, 2019 or earlier if possible. We understand that the project funding requires that the project be constructed during the in-water work window of 2020. Otak will work diligently to meet the following schedule of deliverables. As the work progresses, the schedule may need to be adjusted due to unanticipated factors. The Consultant will maintain and update the project schedule throughout the project, as described above in Task 1.1.

Schedule of Deliverables

Survey Request	January 15, 2019
Alternatives Analysis Report	February 5, 2019
Wetland/Habitat Delineation Report	February 28, 2019
Stream Characterization Report	February 28, 2019
Preliminary Plans and Design Report (30% Design)	February 28, 2019
Geotechnical Report	February 28, 2019
Cultural Resources Survey Report	April 2, 2019
Hydraulic Report	April 16, 2019
Advanced Plans (60% Design, Permit Plans)	April 16, 2019
NEPA Categorical Exclusion	April 30, 2019
ESA 4(d) Compliance Documentation	April 30, 2019
Shoreline Permit Application	April 30, 2019
JARPA Application	April 30, 2019
Final Mitigation and Monitoring Plan	April 30, 2019
95% PS&E	February 3, 2020
Final PS&E	March 21, 2020
Final SWPPP	March 30, 2020

Smith Bridge Scour Repairs Project
 Smith Bridge #211, CRP #381522
 For Estimate
 Oshk, Inc.
 Oshk Project # 19047

Date 11/9/2018

Task	Description	PIC	CB X	CH VIII	CH VI	HD V	HD IV	CH VI	HD III	LA VI	SCI V	SCI IV	SCI II	Project Acc	Total Hours	Total Budget by Task
1.0	Project Management QA/QC															
1.1	Project Management	4		40										4	50	\$1,530
1.2	Quality Control	10	10												30	\$5,038
2.0	Survey and Mapping Coordination			4	4		4								12	\$1,409
3.0	Dilby Coordination															
3.1	Dilby Impact Coordination			4	4		6								14	\$1,881
4.0	Public Involvement Program															
4.1	Meeting with Property Owners			2											2	\$288
4.2	Public Meetings			3			3	3	3						12	\$1,284
5.0	Permitting Assistance															
5.1	Environmental Data Collection			2							10	15	24		51	\$4,813
5.2	NHPA Compliance Documentation	1		2							4	6	10		23	\$2,818
5.3	ESA Compliance Documentation	1		2							12	6	8		29	\$3,190
5.4	ARPA Form and Drawings	1		2	4					3	4	6	10		30	\$3,170
5.5	Shoreline Permit Support	1		2							2	16	16		37	\$5,645
5.6	Mitigation and Monitoring Plan	1		2	4	4				8	2	10	8		39	\$4,378
5.7	Agency Meetings and County Coordination			2								4			6	\$783
5.8	SEPA Compliance											6	12		18	\$1,490
6.0	Cultural and Historical Analysis (See Subcontractors Below)															
7.0	Geotechnical Design Services (See Subcontractors Below)															
8.0	Sediment Analysis															
8.1	Sediment Pollution Prevention Plan			2	3		10							2	17	\$1,054
9.0	Hydraulic Design															
9.1	Data Collection			2	2	2									6	\$717
9.2	Site Investigation and Channel Stability Assessment	4		2	4	4				2					16	\$2,047
9.3	Hydrologic Analysis			2	2	4									8	\$903
9.4	Hydraulic Analysis			4	2	10	20								36	\$4,018
9.5	Scour Analysis	2		2	5	8									18	\$2,089
9.6	Design of Solid Countermeasures	2		2	4	4		2							14	\$1,710
9.7	Temporary Work Management			2	4	4									10	\$1,147
9.8	Hydraulic Report	2		2	8	8								2	22	\$2,450
10.0	Revetment Design															
10.1	Revetment Design	1						2	2						5	\$299
10.2	Concrete Riprap Design (not used)															
11.0	Alternatives Analysis															
11.1	Alternatives Analysis - Scour Repairs	2	2	2	4	6		3	5						24	\$2,800
11.2	Alternatives Analysis - Environmental Impact Mitigation	2		2		6					1	1			12	\$1,463
11.3	Alternatives Analysis - Preliminary Cost Estimating and Procurement Matrix	2		2	6										10	\$1,411
12.0	Preliminary Plans and Design Report															
12.1	Preliminary Plans	2		4	8	12	10	3	8	3		1			51	\$5,290
12.2	Design Report	2		4	8	12		2	4						33	\$3,728
13.0	Advance Plans (50% Design)	2		6	12	20	20	6	10	6		1			83	\$8,067
14.0	50% and Final PSD&S	2		6	12	20	20	6	10	6		1			83	\$8,067
15.0	Construction Phase Services															
15.1	Bid Assistance			2	2	4		2	2						12	\$1,328
15.2	Construction Engineering Support			12	20	20		7	12						71	\$7,791
	Total Hours	56	26	155	151	158	73	56	56	28	35	74	88	8	884	
	Bid/Rate	\$194.50	\$143.54	\$143.91	\$121.83	\$92.91	\$86.37	\$120.39	\$77.21	\$123.07	\$124.32	\$120.39	\$11.51	\$73.49		
	Total Labor Cost	\$7,297	\$4,253	\$19,433	\$15,990	\$14,680	\$6,505	\$4,314	\$4,526	\$3,444	\$4,351	\$8,909	\$5,413	\$588		\$79,261
	Direct Expenses															\$1,200
	Grand Total															\$138,997

Subtask
 \$12,558
 \$1,372
 \$21,643
 \$15,117
 \$192
 \$5,414
 \$76,431
 \$5,090

Exhibit B **DBE Participation/SBE Plan**

UDBE Plan for Smith Bridge #211 **BHS-H063(001)**

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

WSDOT applied the criteria and has established a seven percent (7%) mandatory UDBE goal for consultants on this project.

Otak, Inc. was selected as the prime consultant for this project. Otak and the consultant team are tasked with performing the engineering services necessary to complete the design and permitting of the project, such as: civil engineering, stream hydraulics, scour mitigation design, geotechnical engineering, structural engineering, and environmental permitting.

The total Otak consultant fee for the Smith Bridge project is \$138,997 of which \$29,577 is UDBE utilization. The UDBE fee is 21.3% of the total contract fee, well above the goal of 7%. See Exhibit D for consultant fee details.

RhinoOne Geotechnical and 3D InFusion have been selected as the UDBE sub-consultants for the Smith Bridge design. The RhinoOne Geotechnical scope of work includes geotechnical engineering services. The 3D InFusion scope of work includes computer aided design and drafting services.

Prime Consultant - Otak – Total Smith Bridge - Fee: \$138,997

UDBE Sub-Consultant – RhinoOne; 3D InFusion – Fee: \$ 29,577 (21.3% of the total fee)

Consultant information:

Otak, Inc.
700 Washington St., Suite 300
Vancouver, WA 98660
(360) 906-9421

RhinoOne Geotechnical
4610 NE 77th Ave., Suite 126
Vancouver, WA 98662
(360) 258-1738

3D InFusion
8810 SW Valley View Dr.
Portland, OR 97225
(503) 296-6645

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Survey request as a PDF

B. Roadway Design Files

2018 CADD-Civil 3D, with points and all reference layers

C. Computer Aided Drafting Files

2018 CADD-Civil 3D

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

Design submittal documents, as specified in Exhibit A

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

Design Drawings and hydraulic modeling files, as specified in Exhibit A

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

County furnished services:

- Management the overall project, including the internal and consultant project teams
- Site Surveying
- Assist with the development and review of specifications and other bid documents
- Coordinate public involvement
- Acquire all property rights necessary for the projects
- Administer grants and project funding
- Coordinate all environmental permitting submittals and correspondence with agencies
- Manage construction of the projects and provide inspection

County furnished Information:

- Needed surveys – topographic and boundary
- Existing effective Federal Emergency Management Agency (FEMA) hydraulic model for Salmon Creek
- As-built plans
- Bridge inspection reports
- Historic air photos
- Available geotechnical information

II. Any Other Electronic Files to Be Provided

None

III. Methods to Electronically Exchange Data

Upload/download FTP site and/or CD copy

A. Agency Software Suite

Microsoft Office

B. Electronic Messaging System

Not applicable

C. File Transfers Format

Email, upload/download FTP site, and/or submitted CD

Exhibit D
Prime Consultant Cost Computations

See Attached



**Exhibit
 Consultant Fee Determination - Summary Sheet
 Otak, Inc.**

Project: Smith Bridge #211, CRP #381522

Direct Salary Cost:

<u>Classification</u>	<u>Labor Hours</u>		<u>Rate</u>	=	<u>Cost</u>
PIC/Sr. PM Civil	36	x	\$72.12	=	\$2,596.32
Civil Engineer X	26	x	\$60.10	=	\$1,562.50
Civil Engineer VIII	135	x	\$52.88	=	\$7,139.42
Civil Engineer VI	131	x	\$44.76	=	\$5,863.56
Civil Engineer VI	36	x	\$44.23	=	\$1,592.31
Engineering Designer V	158	x	\$34.13	=	\$5,393.27
Engineering Designer IV	73	x	\$31.73	=	\$2,316.35
Engineering Designer III	56	x	\$28.37	=	\$1,588.46
Landscape Architect VI	28	x	\$45.19	=	\$1,265.38
Scientist V	35	x	\$45.67	=	\$1,598.56
Scientist IV	74	x	\$44.23	=	\$3,273.08
Scientist II	88	x	\$22.60	=	\$1,988.80
Project Administrative Assistant	8	x	\$27.00	=	\$216.00
			Total DSC	=	\$36,394.01

Overhead (OH Cost Including Salary Additives)

OH Rate x DSC of	147.19%	x	\$36,394.01	=	\$53,568.34
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Fee

Fee Rate x DSC of	25.00%	x	\$36,394.01	=	\$9,098.50
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Reimbursables

Printing of plans, specifications, reports, etc.					
Travel, graphics reproduction, and other miscellaneous expenses					
			Total Reimbursables	=	\$1,000.00

Subconsultant Costs

RhinoOne Geotechnical					\$26,982.00
Archaeological Investigations Northwest, Inc.					\$9,359.47
3D Infusion					\$2,595.00
			Total Subconsultant Costs	=	\$38,936.47

Grand Total

\$138,997.32

Prepared by _____

Date _____



**Washington State
Department 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 8, 2018

Otak, Inc.
11241 Willows Road NE, Suite 200
Redmond, WA 98052

Subject: Acceptance Prime Annual ANTE Rate Table

Dear Shawn Goodpaster:

Washington State Department of Transportation (WSDOT) has reviewed and accepted your proposed Annual ANTE rate table for Agreement Number Y-12126. This acceptance is in accordance with the terms of your agreement with WSDOT.

This Annual ANTE rate table may be subject to additional review if considered necessary by WSDOT.

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

Regards,

Jonson, Erik
Feb 12 2018 2:12 PM
cosig

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:mya

Enclosure: Prime Accepted Annual ANTE Rate Table

Cc: Traci Fleming

Actuals Not To Exceed Table (ANTE)

Y-12126
 OTAK, Inc.
 11241 Willows Road NE, Suite 200
 Redmond, WA 98052-1009

Job Classifications	Direct Labor Rate NTE*	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		147.19%	28.40%	
Sr. PM Architecture	\$67.31	\$99.07	\$19.12	\$185.50
Architect V	\$50.48	\$74.30	\$14.34	\$139.12
Architect IV	\$44.23	\$65.10	\$12.56	\$121.89
Architect III	\$39.90	\$58.73	\$11.33	\$109.96
Architect II	\$35.10	\$51.66	\$9.97	\$96.73
Architect I	\$30.05	\$44.23	\$8.53	\$82.81
Architectural Tech V	\$37.26	\$54.84	\$10.58	\$102.68
Architectural Tech IV	\$31.25	\$46.00	\$8.88	\$86.12
Architectural Tech III	\$26.44	\$38.92	\$7.51	\$72.87
Architectural Tech II	\$25.00	\$36.80	\$7.10	\$68.90
Architectural Tech I	\$22.12	\$32.56	\$6.28	\$60.96
Sr. Interior Designer	\$36.06	\$53.08	\$10.24	\$99.38
3D/Visualization Spec II	\$34.00	\$50.04	\$9.66	\$93.70
3D/Visualization Spec I	\$31.00	\$45.63	\$8.80	\$85.43
Sr. PIC/Sr. PM Civil	\$78.45	\$115.47	\$22.28	\$216.20
PIC/Sr. PM Civil	\$72.12	\$106.15	\$20.48	\$198.76
Civil Engineer X	\$61.06	\$89.87	\$17.34	\$168.28
Civil Engineer IX	\$55.29	\$81.38	\$15.70	\$152.37
Civil Engineer VIII	\$50.48	\$74.30	\$14.34	\$139.12
Civil Engineer VII	\$47.12	\$69.36	\$13.38	\$129.86
Civil Engineer VI	\$44.71	\$65.81	\$12.70	\$123.22
Civil Engineer V	\$42.04	\$61.88	\$11.94	\$115.86
Civil Engineer IV	\$39.90	\$58.73	\$11.33	\$109.96
Civil Engineer III	\$35.10	\$51.66	\$9.97	\$96.73
Civil Engineer II	\$32.93	\$48.47	\$9.35	\$90.75
Civil Engineer I	\$27.67	\$40.73	\$7.86	\$76.26
Engineering Designer V	\$36.30	\$53.43	\$10.31	\$100.04
Engineering Designer IV	\$37.74	\$55.55	\$10.72	\$104.01
Engineering Designer III	\$30.29	\$44.58	\$8.60	\$83.48
Engineering Designer II	\$27.88	\$41.04	\$7.92	\$76.83
Engineering Designer I	\$26.44	\$38.92	\$7.51	\$72.87
Engineering Technician VI	\$37.26	\$54.84	\$10.58	\$102.68
Engineering Technician V	\$34.13	\$50.24	\$9.69	\$94.06
Engineering Technician IV	\$29.09	\$42.82	\$8.26	\$80.17
Engineering Technician III	\$25.00	\$36.80	\$7.10	\$68.90

Actuals Not To Exceed Table (ANTE)

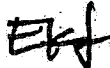
Y-12126
 OTAK, Inc.
 11241 Willows Road NE, Suite 200
 Redmond, WA 98052-1009

Job Classifications	Direct Labor Rate NTE*	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		147.19%	28.40%	
Engineering Technician II	\$21.33	\$31.40	\$6.06	\$58.78
Engineering Technician I	\$15.00	\$22.08	\$4.26	\$41.34
Field Representative III	\$45.00	\$66.24	\$12.78	\$124.02
Field Representative II	\$35.00	\$51.52	\$9.94	\$96.46
Field Representative I	\$25.00	\$36.80	\$7.10	\$68.90
Sr. PIC/Sr. PM LA/Mst Pln	\$81.25	\$119.59	\$23.08	\$223.92
PIC/Sr. PM LA/Master Plan	\$62.48	\$91.96	\$17.74	\$172.19
Landscape Architect VI	\$44.83	\$65.99	\$12.73	\$123.55
Landscape Architect V	\$41.47	\$61.04	\$11.78	\$114.29
Landscape Architect IV	\$36.54	\$53.78	\$10.38	\$100.70
Landscape Architect III	\$33.65	\$49.53	\$9.56	\$92.74
Landscape Architect II	\$29.09	\$42.82	\$8.26	\$80.17
Landscape Architect I	\$26.67	\$39.26	\$7.57	\$73.50
Landscape Technician III	\$29.67	\$43.67	\$8.43	\$81.77
Landscape Technician II	\$26.44	\$38.92	\$7.51	\$72.87
Landscape Technician I	\$22.36	\$32.91	\$6.35	\$61.62
Urban Designer V	\$53.00	\$78.01	\$15.05	\$146.06
Urban Designer IV	\$51.92	\$76.42	\$14.75	\$143.09
Urban Designer III	\$41.67	\$61.33	\$11.83	\$114.84
Urban Designer II	\$37.00	\$54.46	\$10.51	\$101.97
Urban Designer I	\$31.67	\$46.62	\$8.99	\$87.28
PIC/Sr. PM Planner	\$60.00	\$88.31	\$17.04	\$165.35
Sr. PM - Planner II	\$53.85	\$79.26	\$15.29	\$148.41
Sr PM - Planner I	\$49.67	\$73.11	\$14.11	\$136.89
Planner III	\$47.63	\$70.11	\$13.53	\$131.26
Planner II	\$36.60	\$53.87	\$10.39	\$100.87
Planner I	\$27.64	\$40.68	\$7.85	\$76.17
Planner Associate IV	\$32.69	\$48.12	\$9.28	\$90.09
Planner Associate III	\$27.33	\$40.23	\$7.76	\$75.32
Planner Associate II	\$24.52	\$36.09	\$6.96	\$67.57
Planner Associate I	\$20.33	\$29.92	\$5.77	\$56.03
Sr. GIS Specialist - Planner	\$29.67	\$43.67	\$8.43	\$81.77
GIS Specialist - Planner	\$25.33	\$37.28	\$7.19	\$69.81
Planning/GIS Intern	\$18.00	\$26.49	\$5.11	\$49.61
PIC/Scientist	\$61.67	\$90.77	\$17.51	\$169.96

Actuals Not To Exceed Table (ANTE)

Y-12126
 OTAK, Inc.
 11241 Willows Road NE, Suite 200
 Redmond, WA 98052-1009

Job Classifications	Direct Labor Rate NTE*	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		147.19%	28.40%	
Scientist VI	\$57.69	\$84.91	\$16.38	\$158.99
Scientist V	\$46.63	\$68.63	\$13.24	\$128.51
Scientist IV	\$46.00	\$67.71	\$13.06	\$126.77
Scientist III	\$40.87	\$60.16	\$11.61	\$112.63
Scientist II	\$29.67	\$43.67	\$8.43	\$81.77
Scientist I	\$25.00	\$36.80	\$7.10	\$68.90
Environmental Specialist	\$20.45	\$30.10	\$5.81	\$56.36
PIC/PLS Sr. Manager	\$58.41	\$85.97	\$16.59	\$160.97
Professional Land Surveyor IV	\$55.29	\$81.38	\$15.70	\$152.37
Professional Land Surveyor III	\$41.35	\$60.86	\$11.74	\$113.96
Professional Land Surveyor II	\$39.00	\$57.40	\$11.08	\$107.48
Professional Land Surveyor I	\$34.41	\$50.65	\$9.77	\$94.83
Survey Crew Chief III	\$29.73	\$43.76	\$8.44	\$81.93
Survey Crew Chief II	\$29.50	\$43.42	\$8.38	\$81.30
Survey Crew Chief I	\$25.31	\$37.25	\$7.19	\$69.75
Survey Office Technician III	\$30.50	\$44.89	\$8.66	\$84.05
Survey Office Technician II	\$21.00	\$30.91	\$5.96	\$57.87
Survey Office Technician I	\$21.00	\$30.91	\$5.96	\$57.87
Survey Field Technician III	\$23.00	\$33.85	\$6.53	\$63.39
Survey Field Technician II	\$22.33	\$32.87	\$6.34	\$61.54
Survey Field Technician I	\$17.16	\$25.26	\$4.87	\$47.29
Contract Administrator	\$31.50	\$46.36	\$8.95	\$86.81
Project Administrative Assistant	\$26.51	\$39.02	\$7.53	\$73.06
Graphics Specialist	\$29.64	\$43.63	\$8.42	\$81.68

 Jonson, Erik
 Feb 12 2018 2:13 PM
 cosign

Y-12126 Exhibit D

Exhibit E
Sub-consultant Cost Computations

See Attached

Rhino One										
Clark County - Smith Creek Bridge Scour Repair		Senior Engineer (Rajiv All)	Staff Engineer (Christina Hemberry)	Staff Geologist (Peter Hughes)	CAD (Devin Blackshere)	Total Labor Hours	Total Labor Dollars	Outside Services	Subtotal Expenses	TOTAL LABOR & EXPENSES
ROG 2018/2019 Rates		\$150.00	\$90.00	\$96.00	\$70.80					
Task 7	Geotechnical Investigation and Report									
7.1	Project Management and Invoicing	8			8	16	1,766		\$0	\$1,766
7.2	Literature Review and Research	1	4	4		9	894		\$0	\$894
7.3	Work Plan, Permits and utility locates	1	10	2	2	15	1,384	\$640	\$640	\$2,024
7.4	Field Investigation									
7.4.a	Drilled Borings (Assume one long day)	1	2	10		13	1,290	\$4,783	\$4,783	\$6,073
7.4.b	Hand Augers/Hand held Geoprobos	1	2	8		11	1,098	\$1,533	\$1,533	\$2,631
7.4.c							0	\$0	\$0	\$0
7.5	Laboratory Testing		2	2		4	372	\$2,600	\$2,600	\$2,972
7.6	Geotechnical Analysis	4	24	8		36	3,528		\$0	\$3,528
7.7	Draft and Final Report	8	40	8	8	64	6,134		\$0	\$6,134
7.8	Meetings (in Vancouver, Assume 2)	4	4			8	960		\$0	\$960
TOTAL HOURS		28	88	42	18	176				
TOTAL AMOUNT		\$4,200	\$7,920	\$4,032	\$1,274		17,426		\$9,556	\$26,982
Outside Services and Expenses										
7.3	Work Plan, Permits and utility locates									
	Traffic Control Plan	275								
	Mileage (120 miles @0.545 per mile)	65								
	Private Utility Locates (4 hours @ \$75/hour)	300	640							
7.4.a	Drill Rig (1 day)	3,750								
	Traffic Control (1 day)	1,000								
	Mileage (60 miles @0.545 per mile)	33	4,783							
7.4.b	Drilling with Hand-hand Geoprobe	1,500								
	Mileage (60 miles @0.545 per mile)	33	1,533							
7.4.c										0
7.5	Laboratory Testing									
	Twenty Five Water Contents @ \$21 per test	525								
	Three Atterberg Limits @ \$125 per test	375								
	Two Grain Size @ \$125 per test	250								
	Five Moisture Density @ \$100 per test	200								
	Two Unconfined Compressive Strength Test (\$125 per test)	250								
	Two sets of pH, electrical resistivity, sul,phates and chlorides (\$500/set)	1,000	2,600							
Total (Outside Services)		9,556	9,556							

Agreement #783216
48 of 67



**Washington State
Department 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

October 11, 2016

Rajiv Ali, Owner
Rhino One, LLC
4610 NE 77th Street, #126
Vancouver, WA 98662-6790

Re: Rhino One, LLC
Safe Harbor Indirect Cost Rate

Dear Mr. Ali:

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

We have completed our risk assessment for Rhino One, LLC. Our assessment was conducted based on the documentation provided by the firm. The reviewed data included, but was not limited to, a description of the company, basis of accounting, accounting system and the basis of indirect costs. Based on our review, your firm is eligible to use the Safe Harbor rate. You have opted to use the Safe Harbor rate, rather than provide a FAR-compliant rate at this time.

We are issuing the Safe Harbor Indirect Cost Rate of 110% of direct labor with a field rate, where applicable, of 80% of direct labor for Rhino One. The Safe Harbor rate is effective on October 10, 2016.

Rhino One has agreed to improve Internal Controls and timekeeping processes in order to be able to develop an Indirect Cost Rate Schedule in the future in accordance with the Federal Acquisition Regulations (FAR), Subpart 31. The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide. The Safe Harbor Rate of 110%, or 80% for field office situations, can be used for agreements entered into prior to December 31, 2018. For agreements entered into after this date, please contact the WSDOT Consultant Services Office (CSO) or our office for guidance.

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

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

Sincerely,

Schatzie Harvey
Agreement Compliance Audit Manager

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

CERTIFICATION OF FINAL INDIRECT COSTS – FOR A SAFE HARBOR INDIRECT COST RATE

Firm Name: Rhino One LLC

I, the undersigned, certify that I have reviewed the proposal to establish the Safe Harbor rate.

The firm is electing to use the SAFE HARBOR INDIRECT COST RATE of 110% of direct labor with a field rate, when applicable, of 80% of direct labor. To the best of my knowledge and belief:

- a) The firm has not had a FAR compliant indirect cost rate previously accepted by any other state agency.*
- b) The firm will provide reports as required by the SAFE HARBOR RATE program on their progress toward compliance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*

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

The firm agrees to follow the "Path to Compliance". Steps noted below:

The Pathway must include:

- A timekeeping system which includes the Internal Controls described in chapter 6 of AASHTO*
- An accounting system which separates indirect costs and direct costs*
- An accounting system which separates allowable and unallowable cost*
- A compliant job cost system which is general ledger driven*
- Training for accounting personnel and key management on Part 31 of the Federal Acquisition Regulations, Contract Cost Principles and Procedures*
- A strong written internal control policy with a policy and procedures manual*

*Signature: 

*Name of Certifying Official (Print): Rajiv Ali

*Title: Owner

Date of Certification (mm/dd/yyyy): 10/04/2016

**Note: This form is to be completed by an individual executive or financial officer of the consultant 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 proposal submitted in conjunction with the agreement.*

FEE SCHEDULE
AUDITED COST PLUS
Rhino One LLC
 4610 NE 77th Avenue Suite 126
 Vancouver, WA 98662

Y-11949
Southwest Region Engineering Services

Actuals Not to Exceed Table (ANTE)

JOB CLASSIFICATIONS	Direct Labor Rate	Overhead 0.00%	Fixed Fee 30%	All Inclusive Hourly Billing Rate
	NTE	NTE	NTE	NTE
Principal Geotechnical Engineer	\$62.50	\$68.75	\$18.75	\$150.00
Staff Engineer	\$37.50	\$41.25	\$11.25	\$90.00
Staff Geologist	\$40.00	\$44.00	\$12.00	\$96.00
CAD	\$29.50	\$32.45	\$8.85	\$70.80
Administrative	\$25.00	\$27.50	\$7.50	\$60.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00

Negotiated Overhead Rate: 110.00% of Direct Labor
 Negotiated Fee Rate: 30.00% of Direct Labor
Total 140.00% of Direct Labor



**Washington State
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P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

January 17, 2018

Archaeological Investigators Northwest, Inc.
3510 NE 122nd Avenue
Portland, OR 97230

Subject: Acceptance FYE 2016 ICR – Risk Assessment Review

Dear Ms. Jo Reese:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2016 ICR of 147.92%. This rate is applicable to Washington Local Agency Contracts only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards;

Jenson, Erik
Jan 17 2018 9:19 AM

cosigr

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms

Smith Bridge Scour Repair Project

Date: 11/29/2018

Smith Bridge #294, CRP #381212

Subconsultant Fee

3D Infusion

<i>Task</i>	<i>Description</i>	<i>PIC</i>	<i>CADD Tech 2</i>	<i>Total Hours</i>	<i>Total Budget by Task</i>
1	Project Management	1		1	\$160
2	Quality Control	2		2	\$320
3	JARPA Form and Drawings		20	20	\$2,116
	<i>Total Hours</i>	3	20	23	
	<i>Billing Rate</i>	\$159.87	\$105.78		
	<i>Total Labor Cost</i>	480	2,116		\$2,595
	Grand Total				\$2,595



**Washington State
Department of Transportation**

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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

October 25, 2018

David Evans and Associates, Inc.
2100 SW River Parkway
Portland, OR 97201

Subject: Acceptance of Sub-Consultant
3D InFusion, Inc.

Dear Ms. Haley Leitz:

Washington State Department of Transportation (WSDOT) has reviewed and accepted your request to add sub-consultant 3D InFusion, Inc. and their Actuals Not to Exceed (ANTE) rate table for agreement Y-12239 effective October 25, 2018.

This rate table may be subject to additional review if considered necessary by WSDOT.

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

Regards,

Jonson, Erik
Oct 29 2018 9:11 AM
cosjg

ERIK K. JONSON
Manager, Contract Services Office

EKJ:rck

Enclosure: Accepted Sub-Consultant's ANTE Rate Table

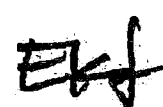
Cc: Traci Fleming

Actuals Not To Exceed Table (ANTE)

WSDOT Agreement: Y-12239

3D InFusion, Inc. 3758 NW Bronson Crest Loop Portland, OR 97229 Office Rate				
Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		110.00%	30.40%	
Principal	\$66.50	\$73.15	\$20.22	\$159.87
CADD Tech. 2	\$44.00	\$48.40	\$13.38	\$105.78
Eng./Admin. Tech. 1	\$33.00	\$36.30	\$10.03	\$79.33

3D InFusion, Inc. 3758 NW Bronson Crest Loop Portland, OR 97229 Field Rate				
Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		80.00%	30.40%	
Principal	\$66.50	\$73.15	\$20.22	\$159.87
CADD Tech. 2	\$44.00	\$48.40	\$13.38	\$105.78
Eng./Admin. Tech. 1	\$33.00	\$36.30	\$10.03	\$79.33



Jonson, Erik
 Oct 29 2018 9:11 AM
 cosign

WSDOT Agreement Y-12239

Agreement #783216
 56 of 67

Exhibit E

Exhibit F

Title VI Assurances

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

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

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

Exhibit G

Certification Document

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

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of Otak, Inc.
whose address is 700 Washington Street, Suite 300
and that neither the above firm nor I have

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

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

Otak, Inc.

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of Agency Official

I hereby certify that I am the:

Agency Official of the local agency

Other

of the Clark County, Washington, and Otak, Inc.

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

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

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

Signature **Ahmad Qayoumi**

Date

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

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

Otak, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

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

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

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

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

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

Otak, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of RFP# RFP# 746 Design Services* are accurate, complete, and current as of November 29, 2018**.

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

Firm: Otak, Inc.

Signature

Title

Date of Execution _____

***.

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Step 5 Forward Documents to Local Programs

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

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

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

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

Agreement Number: 783217

Firm/Organization Legal Name (do not use dba's): Otak, Inc.	
Address 700 Washington Street, Suite 300	Federal Aid Number BHS-4453(001)
UBI Number	Federal TIN or SSN Number 91-1324129
Execution Date	Completion Date 12/31/2021
1099 Form Required <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Project Title Salmon Creek Bridge #331	
Description of Work Full design and permitting support services for installation of scour countermeasures. Design services include geological, hydraulic, and structural engineering. See attached scope of work for more detail.	
<input checked="" type="checkbox"/> Yes _____ <input type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> Yes _____ <input type="checkbox"/> No MBE Participation <input type="checkbox"/> Yes _____ <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> Yes _____ <input type="checkbox"/> No SBE Participation	Maximum Amount Payable: \$ 216,510.

Index of Exhibits

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

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

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

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

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

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

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

If to AGENCY:

Name: Troy Pierce
Agency: Clark County
Address: 1300 Franklin St.
City: Vancouver
State: WA Zip: 98660
Email: troy.pierce@clark.wa.gov
Phone: 564-397-4403
Facsimile: _____

If to CONSULTANT:

Name: Ryan Makie
Agency: Otak, Inc.
Address: 700 Washington Street, Suite 300
City: Vancouver
State: WA Zip: 98660
Email: ryan.makie@otak.com
Phone: 360-906-9429
Facsimile: _____

IV. Time for Beginning and Completion

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

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

V. Payment Provisions

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

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

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

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

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

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

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

- B. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- C. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- D. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- E. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.
- The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings
- F. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

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

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

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

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

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

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

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

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

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

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

Insurance Coverage

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

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

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

Name: Troy Pierce
Agency: Clark County
Address: 1300 Franklin St.
City: Vancouver State: WA Zip: 98660
Email: troy.pierce@clark.wa.gov
Phone: 564-397-4403
Facsimile: _____

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

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

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

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

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

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

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

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

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

Signature Otak, Inc.


Date

Signature Ahmad Qayoumi PE
Public Works Director

Date

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

APPROVED AS TO FORM ONLY:
Anthony F. Golik

By: 

William Richardson
Deputy Prosecuting Attorney

Exhibit A
Scope of Work

Project No. 381722

See Attached

Exhibit A-1
Scope of Work
December 3, 2018
Clark County
Salmon Creek Bridge Scour Repair Project

Introduction

This scope is for the design of the Salmon Creek Bridge Scour Repair project and includes technical investigations; engineering design; and support for easement acquisition, environmental permitting, and construction phase services.

Reference to the 'Consultant' refers to Otak Inc. or any of their subconsultants. Reference to the 'County' includes any of Clark County staff.

As much as possible the Lehto, Smith, and Salmon Creek Bridge Scour Repair projects will be coordinated in order to minimize duplicate costs to the County.

The following subconsultants are part of the analysis, design, permitting, and construction plan production work:

- RhinoOne Geotechnical: Geotechnical Engineering
- Archaeological Investigations Northwest, Inc.: Cultural Resources
- 3D Infusion: Computer Aided Drafting (CAD)

The following work is not included in this scope and will be led by the County:

- Survey
- Easement acquisition
- Temporary traffic control and construction signage plans

Scope of Work

Task 1: Project Management and QA/QC

These tasks will be performed by the consultant team and will include:

Task 1.1: Project Management

The Project Team will plan, manage, and execute the tasks described herein in accordance with the schedule, budget, and quality expectations that are established. This project management task includes the following work activities:

- Develop Project Work Plan that includes a summary of project team contacts, budgets, schedule milestones, and deliverables.

- Prepare for the Kick-Off Meeting with County and consultant team to communicate the project goals, timeline, design criteria, project management, project protocols, and review procedures. The approach for scour countermeasure design, environmental permitting, review/approvals, utility coordination, constructability reviews, cost estimating, and stakeholder involvement responsibilities will also be discussed (1 meeting, 2 hours max).
- Project meetings will include internal design coordination meeting and project coordination meetings with the County. Meeting decisions will be documented, and action items will be assigned to ensure timely resolution. The meetings will be combined for the three bridges (Lehto, Smith, and Salmon Creek). The following list of meetings represent the total needed for all three projects. The fee estimate will distribute the cost evenly across the three contracts.
 - Monthly progress meetings with the County project manager from preliminary design through final design. Technical staff members will be included needed. (Scope assumes 24 meetings with average of two staff members per meeting).
 - Regular design coordination meetings with the project team at Consultant's office during the active design process (Scope assumes 24 meetings).
- Consultant to provide management, coordination, and direction to the project team (assumes up to 60 hours for this phase).
- Preparation and ongoing maintenance of a comprehensive schedule with individual task milestones, task duration, individual responsibilities of subconsultants and County staff, agencies, utilities, etc.
- Monthly progress reports to be submitted with invoices. Monthly progress reports will reflect each task's percent complete, each tasks' budget remaining, activities completed in the previous billing period, activities anticipated for the coming weeks, and input required from the County.
- Preparation of monthly invoices. Each bridge project will have its own budget and invoice. The budget for a bridge is for that bridge only. The invoice for Salmon Creek Bridge will be labeled:
 - Salmon Creek Bridge # 331, CRP #381722

Task 1.2: Quality Control

The Project Team will develop and execute the project QA/QC plan. This project management task includes the following work activities:

- Develop project quality assurance/quality control (QA/QC) plan including review responsibilities and timelines for each deliverable.
- Provide Quality control review for each deliverable prior to submittal to the County.

Assumptions

- It is assumed that the majority of the meetings for the Lehto, Smith, and Salmon Creek Bridge Scour Repair Projects will be combined (applies to meetings identified in all tasks). For this reason, the overall fee estimate has been evenly divided across the three individual contracts.
- Design Review meetings are covered under individual design submittal task items.

Meetings

- Monthly progress meetings at the County
- Design coordination meetings at the Consultant's office

Deliverables

- Project Work Plan
- Project QA/QC Plan
- Meeting notes from each meeting
- Monthly status reports and invoices
- Development and maintenance of the project schedule (Scope assumes two updates)

Task 2.0 Surveying and Mapping Coordination

Surveying and mapping will be provided by County. Much of the surveying was completed prior to developing this scope of work. It is anticipated that a few additional items will need to be surveyed after the preliminary technical analyses have begun, including wetland boundaries, ordinary high water for Salmon Creek, and channel cross sections to inform the hydraulic modeling.

For this task, the Consultant will coordinate with County surveyors to identify additional project elements to be surveyed. The consultant will develop survey request including brief narrative and map and meet with the survey crew in the field to clarify the level of topographic and bathymetric detail needed.

To limit the field survey effort needed, Otak will utilize existing LiDAR data (if available) to supplement County survey in particularly wide floodplain areas. This task includes hours to obtain and incorporate LiDAR data into the project base map.

Meetings

- One coordination meeting to review the survey request with the lead County surveyor

Deliverables

- Survey request including a map and narrative

Task 3.0 Utility Coordination

This Task includes work to coordinate project impacts to private utilities along NE Caples Road.

Task 3.1 Utility Impact Coordination

- Preliminary Utility Coordination Meeting – Meet with utility companies and County staff at 50% design stage to review preliminary plans, identify conflicts, and develop action plans. Prepare and distribute meeting notes.
- Individual Coordination – Resolve conflicts individually with the utility companies and County staff that cannot be resolved at the meeting. Provide potential conflict information to franchise utilities, public utilities, and private property owners, and coordinate for them to remove, relocate, or reconnect their facilities.
- Final Coordination Meeting – Meet with utility companies and the County at 95% Design stage to review plans, confirm resolution of conflicts, and verify relocation schedule. Prepare and distribute meeting notes.

Meetings

- Preliminary Utility Coordination Meeting
- Final Coordination Meeting

Deliverables

- Meeting notes
- Inclusion of utility coordination items in plans and specifications

Task 4.0 Public Involvement Program

The purpose of this task is to coordinate with private property owners and obtain information about project impacts. The County will lead this effort, with the following scope required from the Consultant:

Task 4.1 Meeting with Property Owners

Attend one meeting with the property owners to discuss impacts and potential coordination items. This will occur during the preliminary design phase.

Task 4.2 Exhibits

Prepare exhibits and graphics as necessary for Property owner coordination.

Meetings

- Coordination meeting with County staff concerning exhibits (one meeting)
- Meetings with stakeholder property owners (1 meeting)

Deliverables

- Property Owner Meeting Documentation

Task 5.0 Permitting Assistance

Permit applications and supporting environmental and regulatory compliance documentation will be prepared under this task. Federal, state, and local regulatory compliance requirements

are included, as well as underlying deliverables and assumptions for the work.

Task 5.1 Environmental Data Collection and Wetland/Habitat Delineation and Stream Characterization Report

After determining the appropriate study area limits, Otak will conduct field work necessary to collect the data for the preparation of the technical documents and permit applications for the project. Wetland boundary and stream ordinary high water (OHW) delineations will be conducted to meet the requirements of Clark County's Shoreline Master Program (SMP) [Clark County Code (CCC) 40.460], the Corps of Engineers (the Corps), and Washington State Department of Ecology (Ecology). Wetland and stream boundaries within the study area will be flagged in the field and subsequently surveyed by the County and added to the project basemap. Riparian and priority wildlife habitats will also be assessed.

The Consultant will prepare a Wetland/Habitat Delineation and Stream Characterization Report to support the permit application and meet regulatory compliance requirements. The Wetland Delineation and Stream Characterization Report is anticipated to support the required federal, state, and county approvals required to construction the project.

Stream surveys will be conducted to assess existing conditions within and adjacent to the project area to sufficiently establish baseline conditions for instream and riparian habitat. Data forms documenting the wetland boundaries and instream habitat will be completed. Wetlands will be rated according to the 2014 Ecology *Washington State Wetland Rating System for Western Washington* methodology and classified per CCC 40.450 (Wetland Protection). Streams will be rated per Washington Department of Natural Resources criteria for compliance with CCC 40.440 (Habitat Conservation). Buffer widths for wetlands and streams will be identified.

Deliverables

- Draft and final Wetland/Habitat Delineation and Stream Characterization Report.

Assumptions

- Wetland and stream boundaries will be delineated within the County-owned right of way and adjacent private parcels immediately adjacent to the right of way as needed for site access. The study area will be confirmed with the County prior to completing field work.
- County will acquire rights of entry to areas from adjacent property owners prior to field work.
- County will survey wetland and stream boundary flags in the field. Otak will provide a sketch map to the County to help the survey crew locate the flags.

Task 5.2 NEPA Compliance Documentation

In order to comply with NEPA requirements a NEPA Categorical Exclusion Documentation Form will be prepared per the criteria in WSDOT's LAG Manual. The NEPA Categorical Exclusion Documentation Form and supporting environmental reports

will be submitted to the County as the Local Agency. The County will submit to WSDOT's Local Programs.

Assumptions

- The project will result in a Documented Categorical Exclusion. Preparation of a NEPA EIS or EA is not included in this scope.

Deliverables

- Draft and Final NEPA Categorical Exclusion Documentation Form, submitted to the County (County will forward to WSDOT)

Task 5.3 ESA Compliance Documentation

Documentation necessary for compliance with the provisions of the Endangered Species Act (ESA) will be prepared for the project. The project is expected to qualify as maintenance under the Regional Road Maintenance ESA 4(d) Program. Analysis and documentation of compliance with the 4(d) Program will be prepared per WSDOT standards and protocols. The 4(d) Program only covers wildlife species regulated by the ESA and administered by the Nation Marine Fisheries Services (NMFS). A No Effects Letter (NEL) will be prepared for wildlife species regulated by the ESA and administered by the US Fish and Wildlife Service (USFWS).

It is anticipated that ESA compliance will be completed as a component of NEPA compliance prior to the application to the Corps for a Section 404 permit.

Assumptions

- The project will meet the definition of maintenance under the 4(d) Program.
- The project will result in a No Effects determination for ESA-listed species regulated by the USFWS. A Biological Assessment (BA) or Biological Evaluation (BE), if required, would be completed under a separate scope of work

Deliverables

- Draft and Final 4(d) compliance documentation submitted to the County for submission to WSDOT.
- Draft and Final NEL submitted to the County for submission to WSDOT.

Task 5.4 JARPA Form and Drawings

A Joint Aquatic Resources Permit Application (JARPA) will be completed when the project reaches a 60 percent design stage. The JARPA will be used to apply for the Clark County shoreline permit; Ecology Section 401 certification; Washington State Department of Fish and Wildlife (WDFW) Hydraulic Project Approval (HPA); and a Department of the Army (Section 404) permit from the Corps of Engineers.

Deliverables

- Draft and final JARPA application (form and drawings) and accompanying public notice formatted drawing set and construction plans for submittal to all relevant regulatory agencies.

Task 5.5 Shoreline, Floodplain, Wetland/Habitat Permit Application Support

The project will require compliance with Clark County's Critical Areas and Shorelines (CCC 40.4), including Flood Hazard Areas (CCC 40.240), Habitat Conservation (CCC40.440), Wetland Protection (CCC 40.450), and Shoreline Management Program (CCC 40.460). Otak will complete a pre-application conference application request, and will provide the submittal packet for the Shoreline Permit application, including: project narrative, JARPA, application form, GIS Developer's packet, site plan, SEPA checklist, and other applicable items as needed for the floodplain and wetland/habitat permits. The project narrative will address the project's compliance with the goals and policies of the SMP.

Deliverables

- Pre-Application Meeting Request contents (PDF), submitted to the County
- Shoreline Permit Application contents, submitted to the County

Assumptions

- Otak will acquire the GIS Developer's Packet
- Clark County will package and submit the full submittal packet required for shoreline permit applications.
- Application fees will be paid by Clark County.

Task 5.6 Mitigation and Monitoring Plan

The project will require a mitigation and monitoring plan that addresses no net loss of ecological functions in the shoreline environment as required by the County, Ecology, and WDFW. The plan will include performance standards and monitoring methods to meet County code requirements.

If the no net loss standard cannot be achieved on site within the County right of way and the project is determined to require compensatory mitigation for unavoidable adverse impacts to wetlands or streams, then off-site compensatory mitigation will be assessed in the immediate vicinity of the crossings within the limits of the baseline documentation.

Assumptions

- The project will adhere to appropriate mitigation sequencing, and will avoid and minimize adverse impacts to the extent possible prior to proposing compensatory mitigation within or outside of the County-owned right of way.
- If complete mitigation cannot be provided on-site within the vicinity of each crossing, then offsite compensatory mitigation that meets the federal, state, and local requirements would be completed under a separate scope of work.

Deliverables

- Draft and Final Mitigation and Monitoring Plan, submitted to the County.

Task 5.7 Agency Meetings, Permit Facilitation, and County Coordination

Prior to permit submittals, Otak will support County staff to arrange up to two (2) meetings, preferably on-site, with all applicable County, State, and Federal resource and regulatory agency staff and WSDOT Local Programs Engineer to assure that they have a solid understanding of the existing and proposed conditions for the project prior to receiving the JARPA package. After permits are submitted, Otak will coordinate with County staff to respond to comments, provide additional clarification, and assist with shepherding the permits through the process efficiently.

Assumptions

- Two (2) Otak staff members will attend two (2) onsite meetings not to exceed four (4) hours.
- Two (2) Otak members will attend a total of two (2) internal coordination meetings not to exceed three (3) hours each.

Deliverables

- Draft and final meeting minutes of on-site meetings.
- Create project plans or exhibits appropriate for the field visit.

Task 5.8 SEPA Compliance

The project will require compliance with the State Environmental Policy Act (SEPA). Otak will prepare a SEPA checklist for the project, with vicinity map and simple plan view appropriate for the general public and will submit the checklist to Clark County for environmental review as the lead agency in the SEPA process.

Deliverables

- Draft and Final SEPA checklist with vicinity map and site plan, submitted to the County.

Assumptions

- The proposed project will result in a Determination of Non-Significance (DNS).
- Preparation of a SEPA EIS is not included in this scope.

Task 6.0 Cultural and Historical Analysis (Salmon Creek)

This task is to provide a cultural resource survey to meet federal, state, and local compliance. The study will be designed to meet the requirements of Section 106 of the National Historic Preservation Act and Section 4(f) of the U.S. Department of Transportation Act. The survey will also be done to meet the standards and guidelines of the Washington Department of Archaeology and Historic Preservation (DAHP).

The archaeological field work will include a pedestrian survey of the Area of Potential

Effects (APE) walking transects spaced 10 to 20 meters apart. Shovel testing will be done where the surface visibility is inadequate to determine if an archaeological site is present. Historic resources (i.e., buildings, structures, sites, objects, and districts constructed at least 45 years before the date of survey) will be documented if they are within or on a parcel crossed by an APE.

The tasks will include the following.

- Identification of the APE and submittal of a work plan including a detailed project description and map to the Agencies and Tribes for approval. (Submitted by the County)
- Background review of the previous studies conducted in the vicinity.
- A systematic pedestrian archaeological survey of the APE walking transects spaced no more than 20 meters apart.
- Excavation of up to 5 shovel tests that will be 20 inches (in) (50 centimeters [cm]) in diameter and excavated to a minimum depth of 20 in (50 cm). Sediments will be screened using 1/8-in hardware cloth. All shovel tests will be backfilled upon completion. No artifacts will be collected. Archaeological resources, if found, will need to be recorded.
- Documentation of historic resources that are within the APE or are situated on parcels crossed by the APE. Inventory forms will be prepared for each documented historic resource using the DAHP WISAARD database; the forms will be included in the report appendix.
- Evaluate documented historic resources to determine their eligibility to be listed on the National Register of Historic Places (NRHP). An assessment of project effects under Section 106 and potential “use” under Section 4(f) will be done for those historic resources that are recommended as eligible for listing in the NRHP.

Assumptions

- Up to 5 shovel tests will be excavated.
- Documentation of up to one archaeological resource using the DAHP WISAARD database; the form will be included in the report appendix.
- One historic resource, the Salmon Creek Bridge #331 (constructed in 1972) will be identified and documented for the project.
 - It is unlikely that the Salmon Creek Bridge #331 will meet minimum eligibility requirements for listing in the NRHP. Thus, no effects on historic properties and no “use” of a Section 4(f) resource are anticipated.

Deliverables

A cultural resource survey report will be submitted for the review of the Washington State Department of Transportation (WSDOT). This report will satisfy Section 106 of NHPA and Section 4(f) of the U.S. Department of Transportation Act. It will include a

recommendation of whether the proposed project will have an adverse effect on historic properties, including archaeological sites. Archaeological and historic resource forms will be appended to the report. A DAHP cover sheet will be included with the finalized version of the cultural resources report for agency submittal and distribution.

Task 7.0 Geotechnical Design Services

This task involves geotechnical investigations and analysis to evaluate subsurface conditions, slope stability hazards, and existing footing depths.

In order to evaluate site-specific geotechnical conditions, the consultant will conduct a geotechnical investigation consisting of research, reconnaissance, subsurface explorations, laboratory testing, engineering analyses, and consultation, as outlined below.

- Review readily available geologic maps and water well logs that cover the site vicinity, and other reports provided by the County, for general information regarding subsurface soil, rock, and groundwater conditions, and geologic hazards.
- Prepare traffic control plans, submit plans to the County for review, and implement approved traffic control plan during field work.
- Mark proposed exploration locations in field and complete public utility locates.
- Conduct field explorations, including:
 - Drilling two borings through the roadway (outside of the bridge section) near each abutment to depths up to 40 feet below grade, or until 15 feet of relatively competent materials are penetrated, whichever is deeper, to characterize subsurface soil and groundwater conditions at the abutments and assist in slope stability analysis.
 - Using hand auger or handheld geoprobe, conduct up to four explorations within the stream channel. These explorations will characterize the subsurface streambed material.
 - Maintaining a log of the soils encountered in the borings and collecting soil samples for laboratory testing.
 - Backfilling the exploration holes in accordance with Ecology regulations and patching the surface with asphalt or gravel.
 - Collecting and hauling all soil spoils from the site.
 - Measuring the locations of the boreholes so they can be included in the site base map.
- Conduct a series of geotechnical laboratory tests on selected soil samples obtained from the explorations to evaluate the engineering and index properties of the site soils. The specific tests conducted will depend upon actual conditions encountered, but we anticipate our testing will include up to 25 moisture content, 5 moisture/density, 3 Atterberg limits, 2 sieve analyses, and 2 unconfined compression tests. Additionally, up to two suites of tests to evaluate soil corrosion potential may be performed.

- Conduct engineering analysis to evaluate seismic hazards, and slope stability.
- Prepare a draft report outlining our findings and recommendations, including information related to the following:
 - Subsurface soil and groundwater conditions;
 - Existing foundation depth details based on field exploration
 - Seismic and Slope stability hazards
 - Site preparation and grading
- Prepare a final report incorporating comments from the project team on the draft report;
- Participate in up to two project team coordination meetings to review and discuss geotechnical issues having an impact on the bridge project.
- Provide geotechnical project management and support services, including coordinating staff and subcontractors, invoicing, and conducting phone consultations and email communications with the County and the design team.

Deliverables

- Electronic (PDF) copies of the draft geotechnical engineering report
- Five hard copies and an electronic (PDF) copy of the final geotechnical engineering report incorporating County and design team comments.

Assumptions

- The County will provide right-of-access to the property.
- If needed, the County will provide street use or right-of-way permits at no charge.
- Disposal of contaminated soil and decontamination of drilling equipment are not included in this scope of work. If contaminated materials are encountered, then additional costs will be incurred.
- Prevailing wages will apply to subcontractors (e.g. driller and traffic control).
- Field explorations and testing will be completed in 3 days.

Task 8.0 Stormwater Analysis

Since there are no new impervious surfaces planned for this project, the only stormwater related task will be the SWPPP for contractor access during construction.

Task 8.1 Stormwater Pollution Prevention Plan (Reserved)

The Lehto Bridge Scour Repair project will potentially disturb more than 1 acre of land due to contractor access requirements. If so, the Department of Ecology (Ecology) will require a Stormwater Pollution Prevention Plan (SWPPP). This task is to prepare a SWPPP and file the required Notice of Intent (NOI) with Ecology, and will include the following:

- A narrative that documents and justifies the pollution prevention decisions made for the project.
- Seasonal work limitations.

- How each of the 13 elements of erosion and sediment control as listed in the Stormwater Management Manual for Western Washington will be met.
- Calculations supporting the design of sediment traps, ponds, or other measures if applicable.
- The draft SWPPP will be submitted to the County for review. Revisions will be made, and a final SWPPP will be delivered to the County.
- Complete Notice of Intent Application for Ecology, County will submit.
- Write Public Notice for Publication in the local newspaper for two consecutive weeks (County will Submit)
- Make copies of SWPPP and supply to contractor for documentation during construction

Assumptions

- One review of the SWPPP will be required.

Deliverables

- Public Notice for publication in the local newspaper
- Draft and Final SWPPP
- Paper copy of SWPPP submitted to Contractor at Pre-Construction Conference.

Task 9.0 Hydraulic Design

This task includes the hydraulic analysis and design services for Salmon Creek Bridge.

Task 9.1 Data Collection

- Collect and review available information on Salmon Creek and the existing bridge crossing, including previous study reports, Federal Emergency Management Agency (FEMA) documentation, as-built plans, bridge inspection reports, available survey data, historic air photos, and available geotechnical information. Some of this information has already been provided with the County's Request for Proposal.

Task 9.2 Site Investigation and Channel Stability Assessment

- Conduct a site investigation to record observations, gather field measurements, and take digital photographs.
- Record observations of the following:
 - a. The general characteristics of Salmon Creek and the adjacent floodplain in the vicinity of the bridge
 - b. The lateral and vertical stability of the channel
 - c. General and local scour at the bridge
 - d. Lateral and vertical controls
 - e. Channel and floodplain roughness

f. Bed material characteristics

- Field analyze the bed material using the Wolman pebble count method.
- Identify and stake or flag in the field any additional survey work needed to support the hydraulic modeling.
- Review available historic air photos to evaluate instances of past channel migration.
- Evaluate the vertical and lateral stability of the channel, based on the field investigation.

Task 9.3 Hydrologic Analysis

- It is assumed that the hydrology used in the development of the existing Salmon Creek FEMA modeling will be used for this project.
- Hydrologic analysis using available gauge data will be performed to determine the minimum discharge rate for the temporary stream by-pass that will likely be needed to isolate the in-water work area during construction.

Task 9.4 Hydraulic Analysis

- Perform a hydraulic analysis of Salmon Creek in the vicinity of the bridge using the U.S. Army Corps of Engineers HEC-RAS computer software to evaluate existing conditions and up to three (3) project conditions for a range of flows up through the 500-year event.
- The existing conditions model will be based on the current FEMA model for Salmon Creek. The FEMA model will be updated with additional cross sections in the vicinity of the bridge developed using County survey data and supplemented with available LiDAR data in the overbank areas.

Task 9.5 Scour Analysis

- Conduct a scour analysis at the bridge following the guidelines as outlined in HEC-18, Evaluating Scour at Bridges (Fifth Edition) to support the design of scour countermeasures.
- Evaluate the long-term degradation potential based on field evaluation, bridge inspection reports, and any other historical information on the channel in the vicinity of the bridge.
- Calculate general (contraction) scour and bend scour as necessary. It is assumed that the proposed scour countermeasures will protect against local scour at the abutments so that local abutment scour calculations will not be necessary.

Task 9.6 Design of Scour Countermeasures

- Coordinate with other design disciplines (geotechnical, structural) to develop one or more design alternatives for the scour countermeasures.
- As needed, perform riprap design calculations to determine the gradation and thickness of any riprap revetment.

- Based on the scour analysis and any riprap design calculations, develop the basic layout for each design alternative.

Task 9.7 Temporary Water Management

- Determine limits of work area isolation.
- Develop temporary water management approach to isolate in-stream work areas.

Task 9.8 Hydraulics Report

- Prepare a Draft Hydraulics Report that documents the hydraulics analysis, scour analysis, design of scour countermeasures, and in-stream isolation plan and submit for review. The report will address any impacts to Base (100-year) Flood Elevations to support a No-Rise Certification.
- Prepare a response to review comments and incorporate changes into a Final Hydraulics Report.

Assumptions

- Peak flow design discharges will be based on existing information (those in the Effective Flood Insurance Study for Salmon Creek).
- All survey data to be provided by the County
- The scour repair can be designed to meet a “no-rise” condition and therefore a CLOMR/LOMR will not be required.

Deliverables

- Draft and Final Hydraulics Report (Hard copy and PDF)
- Electronic copy of the HEC-RAS model used for the hydraulic analysis

Task 10.0 Structural Design

This task includes the structural analysis and design services.

Task 10.1 Revetment Design

- Conduct analysis of revetment structures for stability
- Design repairs to revetment structures

Assumptions

- Revetment structure to be designed will be riprap or grouted rock. More substantial structures including gabion basket wall or reinforced concrete walls will not be required.

Task 10.2 Concrete Repair Design

- Investigate the existing condition of the lower portion of the bridge and where concrete spalls and deterioration is occurring.
- Design concrete repair for the deteriorated area.

Assumptions

- Ground penetrating radar (GPR) will not be needed to assess the existing condition of the concrete.

Task 11.0 Alternatives Analysis

The purpose of this work element is to allow the team to develop and evaluate alternatives so that decisions can be made on moving forward with a preferred alternate. The development of alternatives is a multi-disciplined effort.

Task 11.1 Alternatives Analysis – Scour repair

Develop options for the stream channel scour repair that would include revetment or other countermeasures. Traffic control, timing and detours will be considered, as well as construction access.

Task 11.2 Alternatives Analysis – Environmental Impact Mitigation

- Develop mitigation requirements and preliminary options for mitigation that would be associated with each scour repair alternative.

Task 11.3 Alternatives Analysis – Preliminary Cost Estimating and Presentation Matrix

- Develop preliminary/conceptual construction cost estimates for each alternative
- Develop preliminary plans and profiles for each scour repair alternative
- Develop a matrix summarizing the alternatives with each parameter/criteria listed with a weighting method used to assist in evaluating the options.
- Attendance at meeting discussing the alternatives and providing assistance to the County in the selection of a preferred alternative

Deliverables

- Draft and Final Alternatives Analysis Report.

Task 12.0 Preliminary Plans and Design Report

This work element will begin after the preferred scour repair alternative has been selected. This task will develop the design to an approximate 30% level. The primary use of this submittal is for project team review, advancing the ROW plans for property easements, confirming the location of environmental boundaries, determining preliminary environmental impacts and property impacts, evaluating scour repair features, providing information to utility providers for conflict review and to communicate project assumptions and challenges. The Preliminary Design Report will include the following information:

- Preliminary scour repair details
- Delineated Wetland Locations
- Natural Resource Buffer locations

- Preliminary limits of work and necessary easements required
- Preliminary mitigation locations
- Preliminary utility conflicts and relocations
- Preliminary erosion control plan
- Preliminary summary of quantities and engineers estimate
- Preliminary staging and traffic control plan

Deliverables

- Draft and Final Preliminary Design Report.
- 30% Cost Estimate
- 30% Plans

Task 13.0 Advanced Plans (60% Design)

This task will develop the design to 60% level of completion, which is appropriate for Environmental Permitting. This submittal is also used to further advance the ROW plans for property acquisitions. The tasks associated with this work include developing the following:

- Work area isolation plans and details
- Scour countermeasure plans and details
- Mitigation plans and details
- Quantities of temporary and permanent wetland and stream impacts
- 60% Project Technical Special Provisions
- 60% Cost Estimate

Assumptions

- Traffic control and construction signage plan will be completed by the County.
- The following sheets are assumed to be included in the 60% Plans:

Plan Sheet Name	#
Cover Sheet	1
General Notes, Index, and Legend	1
Existing Condition Plans	1
Erosion Control and Work Area Isolation Plans	2
Scour Countermeasure Plans	2
Mitigation Plans	2
Landscape Plans	2
Total Sheets	12

Deliverables

- Permit Plans (60%)

- 60% Project Technical Special Provisions
- 60% Cost Estimate

Task 14.0 95%, and Final PS&E

The purpose of this work element is to prepare final plans, special provisions and estimate for bidding. This work element includes the following tasks:

- Update Plans and add detail to address comments on the 60% Plans.
- Finalize plan layout and details.
- Finalize scour repair details
- The 95% Plans will be routed for a final check by the County to confirm review comments have been addressed prior to issuing the stamped and signed Plan Set. A meeting with the County will confirm the completeness of the Plans or additional edits to be completed. Consultant will then submit the final stamped and signed set of Plans to the County.
- Prepare the 95% Project Technical Special Provisions. The Technical Special Provisions will be submitted to the County and all comments will be incorporated into the Final Technical Special Provisions.
- Prepare the 95% Cost Estimate for the project. Consultant will update the record of quantity calculations and unit cost development according to the revised plans and current pricing information to complete the Final Construction Cost Estimate.
- Prepare 99% Cost Estimate for the County to submit to WSDOT for construction contract DBE and training goals. Bid items between the 99% and the Final Estimate should not change.

Assumptions

- The design will not change substantially after the completion of the 60% Design
- The following sheets are assumed to be included in the Final Plans:

Plan Sheet Name	#
Cover Sheet	1
General Notes, Index, and Legend	1
Existing Condition Plans	1
Erosion Control and Work Area Isolation Plans	2
Scour Countermeasure Plans	2
Mitigation Plans	2
Landscape Plans	2
Total Sheets	12

Deliverables:

- Half-sized (11" x 17") paper set and electronic pdf format of the 95% Construction Plans.
- 95% Technical Special Provisions in hard copy (8 ½" x 11") and electronic format (MS Word).
- 95% Construction Cost Estimate in hard copy (8 ½" x 11") and electronic format (MS Word).
- 99% Construction Cost Estimate in hard copy (8 ½" X 11") and electronic format (MS Word).
- Final Construction Plans (22" x 34") on bond paper, stamped and signed.
- Final Technical Special Provisions, with cover sheet stamped and signed.
- Final Construction Cost Estimate.

Task 15.0 Construction Phase Services

The County will generally lead the Construction Phase of the project. The Consultant will provide the following support services.

Task 15.1 Bid Assistance

Consultant will provide responses to bidders' questions and assistance to the County, including:

- Assisting County in responding to engineering questions from Bidders.
- Interpreting and clarifying the bid documents.
- Assisting the County preparing addenda.
- Assisting the County Project Manager in evaluating the bids.

Assumptions

- The County will take the lead in fielding and responding to Bidder inquiries during the bid period.
- Addenda will be prepared by the County and issued to the Bidders.
- Consultant will respond directly only to the County, unless requested otherwise by the County.

Task 15.2 Construction Engineering Support

Otak will provide the following:

- Submittal and Shop drawing review.
- Attendance at pre-construction meeting and one project meeting
- Answering field questions and RFIs.
- Site visits during critical times (3 assumed).
- Utility coordination, separate meeting with utility purveyors
- Final site visit at project closeout.

Schedule

It is assumed that Notice to Proceed will be issued by January 1st, 2019 or earlier if possible. We understand that the project funding requires that the project be constructed during the in-water work window of 2020. Otak will work diligently to meet the following schedule of deliverables. As the work progresses, the schedule may need to be adjusted due to unanticipated factors. The Consultant will maintain and update the project schedule throughout the project, as described above in Task 1.1.

Schedule of Deliverables

Survey Request	January 15, 2019
Alternatives Analysis Report	February 5, 2019
Wetland/Habitat Delineation Report	February 28, 2019
Stream Characterization Report	February 28, 2019
Preliminary Plans and Design Report (30% Design)	February 28, 2019
Geotechnical Report	February 28, 2019
Cultural Resources Survey Report	April 2, 2019
Hydraulic Report	April 16, 2019
Advanced Plans (60% Design, Permit Plans)	April 16, 2019
NEPA Categorical Exclusion	April 30, 2019
ESA 4(d) Compliance Documentation	April 30, 2019
Shoreline Permit Application	April 30, 2019
JARPA Application	April 30, 2019
Final Mitigation and Monitoring Plan	April 30, 2019
95% PS&E	February 3, 2020
Final PS&E	March 21, 2020
Final SWPPP	March 30, 2020

Exhibit B

DBE Participation/SBE Plan

UDBE Plan for Salmon Creek Bridge #331 BHS-4453(001)

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

WSDOT applied the criteria and has established a seven percent (7%) mandatory UDBE goal for consultants on this project.

Otak, Inc. was selected as the prime consultant for this project. Otak and the consultant team are tasked with performing the engineering services necessary to complete the design and permitting of the project, such as: civil engineering, stream hydraulics, scour mitigation design, geotechnical engineering, structural engineering, and environmental permitting.

The total Otak consultant fee for the Salmon Creek Bridge project is \$216,510 of which \$29,577 is UDBE utilization. The UDBE fee is 13.7% of the total contract fee, well above the goal of 7%. See Exhibit D for consultant fee details.

RhinoOne Geotechnical and 3D InFusion have been selected as the UDBE sub-consultants for the Salmon Creek Bridge design. The RhinoOne Geotechnical scope of work includes geotechnical engineering services. The 3D InFusion scope of work includes computer aided design and drafting services.

Prime Consultant - Otak – Total Salmon Creek Bridge - Fee: \$216,510

UDBE Sub-Consultant – RhinoOne; 3D InFusion – Fee: \$ 29,577 (13.7% of the total fee)

Consultant information:

Otak, Inc.
700 Washington St., Suite 300
Vancouver, WA 98660
(360) 906-9421

RhinoOne Geotechnical
4610 NE 77th Ave., Suite 126
Vancouver, WA 98662
(360) 258-1738

3D InFusion
8810 SW Valley View Dr.
Portland, OR 97225
(503) 296-6645

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Survey request as a PDF

B. Roadway Design Files

2018 CADD-Civil 3D, with points and all reference layers

C. Computer Aided Drafting Files

2018 CADD-Civil 3D

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

Design submittal documents, as specified in Exhibit A

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

Design Drawings and hydraulic modeling files, as specified in Exhibit A

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

County furnished services:

- Management the overall project, including the internal and consultant project teams
- Site Surveying
- Assist with the development and review of specifications and other bid documents
- Coordinate public involvement
- Acquire all property rights necessary for the projects
- Administer grants and project funding
- Coordinate all environmental permitting submittals and correspondence with agencies
- Manage construction of the projects and provide inspection

County furnished Information:

- Needed surveys – topographic and boundary
- Existing effective Federal Emergency Management Agency (FEMA) hydraulic model for Salmon Creek
- As-built plans
- Bridge inspection reports
- Historic air photos
- Available geotechnical information
- Mitigation design documentation for adjacent WSDOT mitigation site

II. Any Other Electronic Files to Be Provided

None

III. Methods to Electronically Exchange Data

Upload/download FTP site and/or CD copy

A. Agency Software Suite

Microsoft Office

B. Electronic Messaging System

Not applicable

C. File Transfers Format

Email, upload/download FTP site, and/or submitted CD

Exhibit D
Prime Consultant Cost Computations

See Attached



Exhibit
Consultant Fee Determination - Summary Sheet
Otak, Inc.

Project: Salmon Creek Bridge #331, CRP #381722

Direct Salary Cost:

<u>Classification</u>	<u>Labor Hours</u>		<u>Rate</u>	=	<u>Cost</u>
PIC/Sr. PM Civil	53	x	\$72.12	=	\$3,822.36
Civil Engineer X	48	x	\$60.10	=	\$2,884.62
Civil Engineer VIII	216	x	\$52.88	=	\$11,423.07
Civil Engineer VI	245	x	\$44.76	=	\$10,966.20
Civil Engineer VI	67	x	\$44.23	=	\$2,963.46
Engineering Designer V	294	x	\$34.13	=	\$10,035.57
Engineering Designer IV	144	x	\$31.73	=	\$4,569.24
Engineering Designer III	119	x	\$28.37	=	\$3,375.48
Landscape Architect VI	54	x	\$45.19	=	\$2,440.38
Scientist V	56	x	\$45.67	=	\$2,557.69
Scientist IV	138	x	\$44.23	=	\$6,103.85
Scientist II	142	x	\$22.60	=	\$3,209.20
Project Administrative Assistant	12	x	\$27.00	=	\$324.00
			Total DSC	=	\$64,675.13

Overhead (OH Cost Including Salary Additives):

OH Rate x DSC of 147.19% x \$64,675.13 = \$95,195.32

Fee

Fee Rate x DSC of 25.00% x \$64,675.13 = \$16,168.78

Reimbursables

Printing of plans, specifications, reports, etc.
 Travel, graphics reproduction, and other miscellaneous expenses

Total Reimbursables = \$1,000.00

Subconsultant Costs

RhinoOne Geotechnical \$26,982.00
 Archaeological Investigations Northwest, Inc. \$9,894.00
 3D Infusion \$2,595.00

Total Subconsultant Costs = \$39,471.00

Grand Total

\$216,510.23

Prepared by _____

Date _____



**Washington State
Department 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 8, 2018

Otak, Inc.
11241 Willows Road NE, Suite 200
Redmond, WA 98052

Subject: Acceptance Prime Annual ANTE Rate Table

Dear Shawn Goodpaster:

Washington State Department of Transportation (WSDOT) has reviewed and accepted your proposed Annual ANTE rate table for Agreement Number Y-12126. This acceptance is in accordance with the terms of your agreement with WSDOT.

This Annual ANTE rate table may be subject to additional review if considered necessary by WSDOT.

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

Regards,

Jonson, Erik
Feb 12 2018 2:12 PM
cosjg

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:mya

Enclosure: Prime Accepted Annual ANTE Rate Table

Cc: Traci Fleming

Actuals Not To Exceed Table (ANTE)

Y-12126
OTAK, Inc.
11241 Willows Road NE, Suite 200
Redmond, WA 98052-1009

Job Classifications	Direct Labor Rate	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
	NTE*	147.19%	28.40%	
Sr. PM Architecture	\$67.31	\$99.07	\$19.12	\$185.50
Architect V	\$50.48	\$74.30	\$14.34	\$139.12
Architect IV	\$44.23	\$65.10	\$12.56	\$121.89
Architect III	\$39.90	\$58.73	\$11.33	\$109.96
Architect II	\$35.10	\$51.66	\$9.97	\$96.73
Architect I	\$30.05	\$44.23	\$8.53	\$82.81
Architectural Tech V	\$37.26	\$54.84	\$10.58	\$102.68
Architectural Tech IV	\$31.25	\$46.00	\$8.88	\$86.12
Architectural Tech III	\$26.44	\$38.92	\$7.51	\$72.87
Architectural Tech II	\$25.00	\$36.80	\$7.10	\$68.90
Architectural Tech I	\$22.12	\$32.56	\$6.28	\$60.96
Sr. Interior Designer	\$36.06	\$53.08	\$10.24	\$99.38
3D/Visualization Spec II	\$34.00	\$50.04	\$9.66	\$93.70
3D/Visualization Spec I	\$31.00	\$45.63	\$8.80	\$85.43
Sr. PIC/Sr. PM Civil	\$78.45	\$115.47	\$22.28	\$216.20
PIC/Sr. PM Civil	\$72.12	\$106.15	\$20.48	\$198.76
Civil Engineer X	\$61.06	\$89.87	\$17.34	\$168.28
Civil Engineer IX	\$55.29	\$81.38	\$15.70	\$152.37
Civil Engineer VIII	\$50.48	\$74.30	\$14.34	\$139.12
Civil Engineer VII	\$47.12	\$69.36	\$13.38	\$129.86
Civil Engineer VI	\$44.71	\$65.81	\$12.70	\$123.22
Civil Engineer V	\$42.04	\$61.88	\$11.94	\$115.86
Civil Engineer IV	\$39.90	\$58.73	\$11.33	\$109.96
Civil Engineer III	\$35.10	\$51.66	\$9.97	\$96.73
Civil Engineer II	\$32.93	\$48.47	\$9.35	\$90.75
Civil Engineer I	\$27.67	\$40.73	\$7.86	\$76.26
Engineering Designer V	\$36.30	\$53.43	\$10.31	\$100.04
Engineering Designer IV	\$37.74	\$55.55	\$10.72	\$104.01
Engineering Designer III	\$30.29	\$44.58	\$8.60	\$83.48
Engineering Designer II	\$27.88	\$41.04	\$7.92	\$76.83
Engineering Designer I	\$26.44	\$38.92	\$7.51	\$72.87
Engineering Technician VI	\$37.26	\$54.84	\$10.58	\$102.68
Engineering Technician V	\$34.13	\$50.24	\$9.69	\$94.06
Engineering Technician IV	\$29.09	\$42.82	\$8.26	\$80.17
Engineering Technician III	\$25.00	\$36.80	\$7.10	\$68.90

Actuals Not To Exceed Table (ANTE)

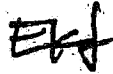
Y-12126
 OTAK, Inc.
 11241 Willows Road NE, Suite 200
 Redmond, WA 98052-1009

Job Classifications	Direct Labor Rate	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
	NTE*	147.19%	28.40%	
Engineering Technician II	\$21.33	\$31.40	\$6.06	\$58.78
Engineering Technician I	\$15.00	\$22.08	\$4.26	\$41.34
Field Representative III	\$45.00	\$66.24	\$12.78	\$124.02
Field Representative II	\$35.00	\$51.52	\$9.94	\$96.46
Field Representative I	\$25.00	\$36.80	\$7.10	\$68.90
Sr. PIC/Sr. PM LA/Mst Pln	\$81.25	\$119.59	\$23.08	\$223.92
PIC/Sr. PM LA/Master Plan	\$62.48	\$91.96	\$17.74	\$172.19
Landscape Architect VI	\$44.83	\$65.99	\$12.73	\$123.55
Landscape Architect V	\$41.47	\$61.04	\$11.78	\$114.29
Landscape Architect IV	\$36.54	\$53.78	\$10.38	\$100.70
Landscape Architect III	\$33.65	\$49.53	\$9.56	\$92.74
Landscape Architect II	\$29.09	\$42.82	\$8.26	\$80.17
Landscape Architect I	\$26.67	\$39.26	\$7.57	\$73.50
Landscape Technician III	\$29.67	\$43.67	\$8.43	\$81.77
Landscape Technician II	\$26.44	\$38.92	\$7.51	\$72.87
Landscape Technician I	\$22.36	\$32.91	\$6.35	\$61.62
Urban Designer V	\$53.00	\$78.01	\$15.05	\$146.06
Urban Designer IV	\$51.92	\$76.42	\$14.75	\$143.09
Urban Designer III	\$41.67	\$61.33	\$11.83	\$114.84
Urban Designer II	\$37.00	\$54.46	\$10.51	\$101.97
Urban Designer I	\$31.67	\$46.62	\$8.99	\$87.28
PIC/Sr. PM Planner	\$60.00	\$88.31	\$17.04	\$165.35
Sr. PM - Planner II	\$53.85	\$79.26	\$15.29	\$148.41
Sr PM - Planner I	\$49.67	\$73.11	\$14.11	\$136.89
Planner III	\$47.63	\$70.11	\$13.53	\$131.26
Planner II	\$36.60	\$53.87	\$10.39	\$100.87
Planner I	\$27.64	\$40.68	\$7.85	\$76.17
Planner Associate IV	\$32.69	\$48.12	\$9.28	\$90.09
Planner Associate III	\$27.33	\$40.23	\$7.76	\$75.32
Planner Associate II	\$24.52	\$36.09	\$6.96	\$67.57
Planner Associate I	\$20.33	\$29.92	\$5.77	\$56.03
Sr. GIS Specialist - Planner	\$29.67	\$43.67	\$8.43	\$81.77
GIS Specialist - Planner	\$25.33	\$37.28	\$7.19	\$69.81
Planning/GIS Intern	\$18.00	\$26.49	\$5.11	\$49.61
PIC/Scientist	\$61.67	\$90.77	\$17.51	\$169.96

Actuals Not To Exceed Table (ANTE)

Y-12126
 OTAK, Inc.
 11241 Willows Road NE, Suite 200
 Redmond, WA 98052-1009

Job Classifications	Direct Labor Rate	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
	NTE*	147.19%	28.40%	
Scientist VI	\$57.69	\$84.91	\$16.38	\$158.99
Scientist V	\$46.63	\$68.63	\$13.24	\$128.51
Scientist IV	\$46.00	\$67.71	\$13.06	\$126.77
Scientist III	\$40.87	\$60.16	\$11.61	\$112.63
Scientist II	\$29.67	\$43.67	\$8.43	\$81.77
Scientist I	\$25.00	\$36.80	\$7.10	\$68.90
Environmental Specialist	\$20.45	\$30.10	\$5.81	\$56.36
PIC/PLS Sr. Manager	\$58.41	\$85.97	\$16.59	\$160.97
Professional Land Surveyor IV	\$55.29	\$81.38	\$15.70	\$152.37
Professional Land Surveyor III	\$41.35	\$60.86	\$11.74	\$113.96
Professional Land Surveyor II	\$39.00	\$57.40	\$11.08	\$107.48
Professional Land Surveyor I	\$34.41	\$50.65	\$9.77	\$94.83
Survey Crew Chief III	\$29.73	\$43.76	\$8.44	\$81.93
Survey Crew Chief II	\$29.50	\$43.42	\$8.38	\$81.30
Survey Crew Chief I	\$25.31	\$37.25	\$7.19	\$69.75
Survey Office Technician III	\$30.50	\$44.89	\$8.66	\$84.05
Survey Office Technician II	\$21.00	\$30.91	\$5.96	\$57.87
Survey Office Technician I	\$21.00	\$30.91	\$5.96	\$57.87
Survey Field Technician III	\$23.00	\$33.85	\$6.53	\$63.39
Survey Field Technician II	\$22.33	\$32.87	\$6.34	\$61.54
Survey Field Technician I	\$17.16	\$25.26	\$4.87	\$47.29
Contract Administrator	\$31.50	\$46.36	\$8.95	\$86.81
Project Administrative Assistant	\$26.51	\$39.02	\$7.53	\$73.06
Graphics Specialist	\$29.64	\$43.63	\$8.42	\$81.68

 Jonson, Erik
 Feb 12 2018 2:13 PM
 cosgr

Y-12126 Exhibit D

Exhibit E
Sub-consultant Cost Computations

See Attached

Rhino One										
Clark County - Salmon Creek Bridge Scour Repair		Senior Engineer (Rajiv Ali)	Staff Engineer (Christina Hemberry)	Staff Geologist (Peter Hughes)	CAD (Devin Blackshere)	Total Labor Hours	Total Labor Dollars	Outside Services	Subtotal Expenses	TOTAL LABOR & EXPENSES
ROG 2018/2019 Rates		\$150.00	\$90.00	\$96.00	\$70.80					
Task 7	Geotechnical Investigation and Report									
7.1	Project Management and Invoicing	8			8	16	1,766		\$0	\$1,766
7.2	Literature Review and Research	1	4	4		9	894		\$0	\$894
7.3	Work Plan, Permits and utility locates	1	10	2	2	15	1,384	\$640	\$640	\$2,024
7.4	Field Investigation									
7.4.a	Drilled Borings (Assume one long day)	1	2	10		13	1,290	\$4,783	\$4,783	\$6,073
7.4.b	Hand Augers/Hand held Geoprobos	1	2	8		11	1,098	\$1,533	\$1,533	\$2,631
7.4.c							0	\$0	\$0	\$0
7.5	Laboratory Testing		2	2		4	372	\$2,600	\$2,600	\$2,972
7.6	Geotechnical Analysis	4	24	8		36	3,528		\$0	\$3,528
7.7	Draft and Final Report	8	40	8	8	64	6,134		\$0	\$6,134
7.8	Meetings (in Vancouver, Assume 2)	4	4			8	960		\$0	\$960
TOTAL HOURS		28	88	42	18	176				
TOTAL AMOUNT		\$4,200	\$7,920	\$4,032	\$1,274		17,426		\$9,556	\$26,982
Outside Services and Expenses										
7.3	Work Plan, Permits and utility locates									
	Traffic Control Plan	275								
	Mileage (120 miles @0.545 per mile)	65								
	Private Utility Locates (4 hours @ \$75/hour)	300	640							
7.4.a	Drill Rig (1 day)	3,750								
	Traffic Control (1 day)	1,000								
	Mileage (60 miles @0.545 per mile)	33	4,783							
7.4.b	Drilling with Hand-hand Geoprobe	1,500								
	Mileage (60 miles @0.545 per mile)	33	1,533							
7.4.c										0
7.5	Laboratory Testing									
	Twenty Five Water Contents @ \$21 per test	525								
	Three Atterberg Limits @ \$125 per test	375								
	Two Grain Size @ \$125 per test	250								
	Five Moisture Density @ \$100 per test	200								
	Two Unconfined Compressive Strength Test (\$125 per test)	250								
	Two sets of pH, electrical resistivity, sul;phates and chlorides (\$500/set)	1,000	2,600							
	Total (Outside Services)	9,556	9,556							

Agreement #783217
48 of 67



**Washington State
Department 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

October 11, 2016

Rajiv Ali, Owner
Rhino One, LLC
4610 NE 77th Street, #126
Vancouver, WA 98662-6790

Re: Rhino One, LLC
Safe Harbor Indirect Cost Rate

Dear Mr. Ali:

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

We have completed our risk assessment for Rhino One, LLC. Our assessment was conducted based on the documentation provided by the firm. The reviewed data included, but was not limited to, a description of the company, basis of accounting, accounting system and the basis of indirect costs. Based on our review, your firm is eligible to use the Safe Harbor rate. You have opted to use the Safe Harbor rate, rather than provide a FAR-compliant rate at this time.

We are issuing the Safe Harbor Indirect Cost Rate of 110% of direct labor with a field rate, where applicable, of 80% of direct labor for Rhino One. The Safe Harbor rate is effective on October 10, 2016.

Rhino One has agreed to improve Internal Controls and timekeeping processes in order to be able to develop an Indirect Cost Rate Schedule in the future in accordance with the Federal Acquisition Regulations (FAR), Subpart 31. The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide. The Safe Harbor Rate of 110%, or 80% for field office situations, can be used for agreements entered into prior to December 31, 2018. For agreements entered into after this date, please contact the WSDOT Consultant Services Office (CSO) or our office for guidance.

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

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

Sincerely,


Schatzie Harvey
Agreement Compliance Audit Manager

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

CERTIFICATION OF FINAL INDIRECT COSTS – FOR A SAFE HARBOR INDIRECT COST RATE

Firm Name: Rhino One LLC

I, the undersigned, certify that I have reviewed the proposal to establish the Safe Harbor rate.

The firm is electing to use the SAFE HARBOR INDIRECT COST RATE of 110% of direct labor with a field rate, when applicable, of 80% of direct labor. To the best of my knowledge and belief:

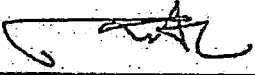
- a) The firm has not had a FAR compliant indirect cost rate previously accepted by any other state agency.*
- b) The firm will provide reports as required by the SAFE HARBOR RATE program on their progress toward compliance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*

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

The firm agrees to follow the "Path to Compliance". Steps noted below:

The Pathway must include:

- A timekeeping system which includes the Internal Controls described in chapter 6 of AASHTO*
- An accounting system which separates indirect costs and direct costs*
- An accounting system which separates allowable and unallowable cost*
- A compliant job cost system which is general ledger driven*
- Training for accounting personnel and key management on Part 31 of the Federal Acquisition Regulations, Contract Cost Principles and Procedures*
- A strong written internal control policy with a policy and procedures manual*

*Signature: 

*Name of Certifying Official (Print): Rajiv Ali

*Title: Owner

Date of Certification (mm/dd/yyyy): 10/04/2016

*Note: This form is to be completed by an individual executive or financial officer of the consultant 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 proposal submitted in conjunction with the agreement.

FEE SCHEDULE
AUDITED COST PLUS
Rhino One LLC
 4610 NE 77th Avenue Suite 126
 Vancouver, WA 98662

Y-11949
Southwest Region Engineering Services

Actuals Not to Exceed Table (ANTE)

JOB CLASSIFICATIONS	Direct Labor Rate	Overhead 0.00%	Fixed Fee 30%	All Inclusive Hourly Billing Rate
	NTE	NTE	NTE	NTE
Principal Geotechnical Engineer	\$62.50	\$68.75	\$18.75	\$150.00
Staff Engineer	\$37.50	\$41.25	\$11.25	\$90.00
Staff Geologist	\$40.00	\$44.00	\$12.00	\$96.00
CAD	\$29.50	\$32.45	\$8.85	\$70.80
Administrative	\$25.00	\$27.50	\$7.50	\$60.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00

Negotiated Overhead Rate: 110.00% of Direct Labor
 Negotiated Fee Rate: 30.00% of Direct Labor
Total 140.00% of Direct Labor



**Washington State
Department 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

January 17, 2018

Archaeological Investigators Northwest, Inc.
3510 NE 122nd Avenue
Portland, OR 97230

Subject: Acceptance FYE 2016 ICR – Risk Assessment Review

Dear Ms. Jo Reese:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2016 ICR of 147.92%. This rate is applicable to Washington Local Agency Contracts only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards;

Jenson, Erik
Jan 17 2018 9:19 AM

cosigr

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms

Salmon Creek Bridge Scour Repair Project

Date: 11/29/2018

Salmon Creek Bridge #294, CRP #381212

Subconsultant Fee

3D Infusion

<i>Task</i>	<i>Description</i>	<i>PIC</i>	<i>CADD Tech 2</i>	<i>Total Hours</i>	<i>Total Budget by Task</i>
1	Project Management	1		1	\$160
2	Quality Control	2		2	\$320
3	JARPA Form and Drawings		20	20	\$2,116
	<i>Total Hours</i>	3	20	23	
	<i>Billing Rate</i>	\$159.87	\$105.78		
	<i>Total Labor Cost</i>	480	2,116		\$2,595
	Grand Total				\$2,595



**Washington State
Department 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

October 25, 2018

David Evans and Associates, Inc.
2100 SW River Parkway
Portland, OR 97201

Subject: Acceptance of Sub-Consultant
3D InFusion, Inc.

Dear Ms. Haley Leitz:

Washington State Department of Transportation (WSDOT) has reviewed and accepted your request to add sub-consultant 3D InFusion, Inc. and their Actuals Not to Exceed (ANTE) rate table for agreement Y-12239 effective October 25, 2018.

This rate table may be subject to additional review if considered necessary by WSDOT.

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

Regards,

Jonson, Erik
Oct 29 2018 9:11 AM
cosig

ERIK K. JONSON
Manager, Contract Services Office

EKJ:rck

Enclosure: Accepted Sub-Consultant's ANTE Rate Table

Cc: Traci Fleming

Actuals Not To Exceed Table (ANTE)

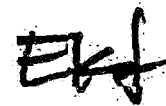
WSDOT Agreement: Y-12239

3D InFusion, Inc.
 3758 NW Bronson Crest Loop
 Portland, OR 97229
 Office Rate

Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		110.00%	30.40%	
Principal	\$66.50	\$73.15	\$20.22	\$159.87
CADD Tech. 2	\$44.00	\$48.40	\$13.38	\$105.78
Eng./Admin. Tech. 1	\$33.00	\$36.30	\$10.03	\$79.33

3D InFusion, Inc.
 3758 NW Bronson Crest Loop
 Portland, OR 97229
 Field Rate

Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		80.00%	30.40%	
Principal	\$66.50	\$73.15	\$20.22	\$159.87
CADD Tech. 2	\$44.00	\$48.40	\$13.38	\$105.78
Eng./Admin. Tech. 1	\$33.00	\$36.30	\$10.03	\$79.33



Jonson, Erik
 Oct 29 2018 9:11 AM
 cosign

WSDOT Agreement Y-12239

Exhibit F

Title VI Assurances

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

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

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

Exhibit G

Certification Document

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

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of Otak, Inc.
whose address is 700 Washington Street, Suite 300
and that neither the above firm nor I have

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

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

Otak, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of Agency Official

I hereby certify that I am the:

Agency Official of the local agency

Other

of the Clark County, Washington, and Otak, Inc.

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

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

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

Signature

Ahmad Qayoumi

Date

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

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

Otak, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

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

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

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

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

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

Otak, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of RFP# 746 Design Services * are accurate, complete, and current as of November 29, 2018 **

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

Firm: Otak, Inc.

Signature

Title

Date of Execution _____

***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Step 5 Forward Documents to Local Programs

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

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

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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