

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

Agreement Number:

Firm/Organization Legal Name (do not use dba's): PBS Engineering and Environmental LLC	
Address 1325 SE Tech Center Dr., Suite 140, Vancouver, WA 98683	Federal Aid Number STBGUL-0500(035)
UBI Number 601-152-088	Federal TIN 93-0870218
Execution Date	Completion Date 12-31-2029
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Project Title SR-500/Everett Street	
Description of Work The project will improve SR-500/Everett Street to urban arterial standards with pedestrian and bicycle facilities, illumination and stormwater facilities from the vicinity of NE 35th Avenue to the vicinity of NE 43rd Avenue. This contract is for Tasks 1 through 11 as described in Exhibits A and D. The City of Camas reserves the right to supplement this contract work and pay to add additional tasks listed in Exhibits A and D. This agreement may be supplemented to include work in future phases, RW, CN.	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No MBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No WBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No SBE Participation	Maximum Amount Payable: 2122462.70

Index of Exhibits

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THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the City of Camas, 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 DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

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

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

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

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

If to AGENCY:

Name: James E. Carothers, P.E.
Agency: City of Camas
Address: 616 NE 4th Ave
City: Camas State: WA Zip: 98607
Email: jcarothers@cityofcamas.us
Phone: 360-817-7230
Facsimile:

If to CONSULTANT:

Name: Cory Kratovil, P.E.
Agency: PBS Engineering and Environmental LLC
Address: 1325 SE Tech Center Dr., Suite 140
City: Vancouver State: WA Zip: 98683
Email: cory.kratovil@pbsusa.com
Phone: 360-567-2121
Facsimile:

IV. Time for Beginning and Completion

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

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

V. Payment Provisions

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

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

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

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

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

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

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

- A. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

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

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

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

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LA10972

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: James E. Carothers, P.E.
Agency: City of Camas
Address: 616 NE 4th Ave
City: Camas State: WA Zip: 98607
Email: jcarothers@cityofcamas.us
Phone: 360-817-7230
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 party, 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 AGREEMENTS over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENTS 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

Date

Signature

Date

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

Exhibit A
Scope of Work

Project No.

CITY OF CAMAS, WASHINGTON

Scope of Work SR-500/Everett Street NE 35th Avenue to NE 43rd Avenue City of Camas Project # STR24003

INTRODUCTION

PBS Engineering and Environmental LLC (PBS) and its consultant team have been selected by the City of Camas (City) to perform traffic and design engineering, environmental permitting, public involvement, and other related professional services for the NE Everett Street (SR-500) Project. Professional services will include civil engineering, structural engineering, traffic engineering, environmental processes and permits, and utility coordination. This project is federally funded.

The project team currently includes:

- Kittelson & Associates, Inc. (KAI)—traffic analysis and design
- WSP—environmental permitting and documentation
- Archaeological Investigations Northwest (AINW)—cultural resources investigation
- AKANA—structural engineering
- Michael Minor and Associates—noise study

The project is federally funded for design and is assumed to take up to five years to complete. Right of way services will be included in a future amendment.

PROJECT DESCRIPTION/BACKGROUND

The NE Everett Street (SR-500) corridor is a two-lane roadway with stop-controlled side streets. Currently, there are little to no curbs or sidewalks within the project limits. Average daily traffic through the corridor is over 11,000 ADT. The City has received multiple federal grants to complete design and permitting, and to secure the necessary property rights for this project. Currently, the project is not funded for construction.

The project limits extend from just south of NE 35th Avenue to just north of NE 43rd Avenue. The project will update the corridor to urban arterial standards, add a new roundabout at the intersections of NE 38th Avenue and NE 43rd Avenue, provide multimodal access throughout, add illumination, and will be designed to meet the City's Gateway standards.

See the next page for the project footprint/study area.



Project footprint/study area.

SCOPE OF WORK

Task 1. Project Management and Administration

PBS shall oversee project tasks and coordinate with City representatives to manage the scope, schedule, and budget for the design engineering phase. The current phase of the project is assumed to take up to 60 months to complete.

Task 1.1. Contract Administration, Invoicing, and Progress Reports

- Prepare and submit monthly invoices. Each invoice will include the following: the date period covered by the invoice, the number of hours worked during the billing period with billing rates shown; expenses; the total cost for labor and expenses for the billing period; subconsultants fees for the billing period; and a total amount summarizing labor, expenses, and subconsultant fees.
- Prepare a Contract Summary Report to accompany the monthly invoices. The Contract Summary Report will list the current invoice, total amount billed to date, total amount remaining under contract, and contract expiration date. Costs will be tracked per task.
- Maintain required contract documentation. Provide copies of project files and records to the City for audits and public information requests. Final documents shall be provided in electronic format as requested.

Deliverables

- Monthly invoices, Contract Summary Reports, and Project Status Reports
- Project documentation, upon request

Task 1.2. Meetings

This task includes the coordination and meetings necessary to successfully complete the project.

- Preparation for and attendance at a two-hour project kickoff meeting with City staff including up to two PBS staff attending in Camas
- Up to 32 biweekly in-person meetings with City staff and two PBS staff (years 1 and 2)
- Up to 36 monthly one-hour phone meetings with City staff and two PBS staff (years 3 through 5)
- Up to 36 internal PBS design team coordination and meetings

Deliverables

- Meeting agendas and meeting summaries
- Design Submittal Comment Review and Response Log

Task 1.3. Management, Coordination, and Direction

- The consultant shall provide management, coordination, and direction to the project team in order to complete the project on time and within budget. The City fosters a partnership approach of all stakeholders in the project. The consultant shall integrate this strategy into the overall management approach.
- The consultant shall establish a quality management program and designate responsibility for review of technical work and other deliverable products.

- Prepare and maintain project design schedule. The schedule shall identify consultant tasks and items provided by the City and other consultants. The schedule shall be updated as circumstances require or as requested by the City (assumes one update).
- The Consultant shall prepare and submit an activities list and schedule to the City following the notice to proceed. The schedule shall show appropriate milestones for the project, including intermediate and final submittal dates for design documents and key decision points.
- The consultant shall coordinate consultant tasks and activities with the City.

Deliverables

- Project schedule and schedule updates
- Summary notes of coordination efforts
- Quality assurance/quality control (QA/QC) program

Task. 1.4 WSDOT Coordination

- The consultant will coordinate with the Washington State Department of Transportation (WSDOT) and the City for all applicable WSDOT procedures, approvals, and processes related to the project.
- Up to 10 WSDOT coordination meetings with the City and the consultant will be held for key aspects of the project.

Deliverables

- Coordination meeting agendas and meeting summaries

Task 1.5. Grant Funding Support

The consultant will provide a preliminary opinion of probable construction cost, exhibits, and descriptions of critical assumptions to aid the City in pursuing grant funding and legislative funding sources for construction. The types of materials needed for each request will be coordinated with the City in advance of starting development. Because the potential funding sources are unknown at this time, the budget developed for this task is based on an assumed level of effort of approximately 80 hours for PBS design engineering staff. If additional support is needed by the City, an additional fee may need to be authorized at a later date.

Deliverables

- Exhibits showing critical components of developed design concepts for the project corridor
- Opinion of probable construction cost in PDF format

Task 2. Surveying

Task 2.1. Surveying and Base Map

PBS will perform an updated verification of our previous ROW/boundary resolution and perform new topographic surveying and data collection services to include the following:

- Verify previous PBS control network throughout the project limits based on the Clark County horizontal and vertical datum (NAD 83/91 and NGDV29/47).
- Conduct research of existing records for information on deeds, surveys, plats, road ROWs, and easements along the project corridor.

- The survey field crew will verify previously collected data (property corners, ROW/centerline monuments, control and physical boundary/ROW features) in the project area and relevant to the project site. The project surveyor will then review research and field data and determine the current ROW location.
- Order and obtain title reports for adjacent properties.

PBS will meet with City staff to discuss ROW issues discovered prior to completing the survey. Once the ROW has been resolved, a "pre-construction" Record of Survey will be filed with the Clark County Surveyor's Office showing the centerlines, ROW lines, and found monuments within the ROW along the project route.

- Perform topographic survey for the study area (see page 2)
- Prepare existing surface model reflecting collected topographic survey and breaklines

Base Map

- Upon completion of the topographic survey and development of the surface model, PBS will prepare an existing conditions base map showing mapped features and utilities collected from both survey and as-built plans.
- The consultant shall coordinate with City staff regarding drafting standards and conventions.

Site Visits

- The consultant will conduct site visits to verify the design fits the field conditions.

Project Photos

- The consultant will conduct site visits, take project photos of each property along the corridor, and conduct field verification of survey data represented in project base map. The consultant will use photographs to document pre-project conditions.

Point Cloud Corridor Scan

- The consultant will do a low-density laser scan of the project corridor in order to provide the design team a colorized point cloud for their InfraWorks modeling.

Assumptions

- Traffic control (flagging) will be billed as an expense.
- A traffic control plan (TCP) will be provided by the traffic control company and billed as an expense.
- Title reports will be billed as an expense.
- All pre-construction recording and associated fees (county review, mylar, etc.) will be billed as an expense.

Deliverables

- Topographic survey
- Pre-Construction Record of Survey

- Surface model
- Basemap
- Project photos

Task 3 Cultural Resources

Task 3.1. Cultural Resources

The cultural resource study for the street improvements project will be done to meet Section 106 of the National Historic Preservation Act as the project will be funded by the Federal Highway Administration (FHWA) through WSDOT. The cultural resource study would also provide information needed for the City of Camas State Environmental Policy Act (SEPA) submittal. The standards and guidelines developed by the Washington State Department of Archaeology and Historic Preservation (DAHP) would be followed.

Task 3.1.1. Cultural Resources

The following are the main tasks likely to be needed for this project.

- Prepare the draft Area of Potential Effect (APE) description for the City.
- Conduct an archaeological pedestrian survey of the APE and excavate shovel tests in areas where the land is intact or an archaeological resource is likely. Archaeological resources will need to be delineated.
- Inventory up to 10 historic resources that the project cannot avoid.
- Geotechnical test pits outside of the road prism will be monitored by an archaeologist. Geotechnical probes within the road prism will not need an archaeological monitor.
- Summarize the findings in a survey report for the City and for WSDOT review.
- Recommend a Finding of Effect based on the possible impacts or recommend an additional evaluation phase study.
- If resources cannot be avoided, additional effort to evaluate them may be needed. Resource evaluation would be the second phase of the study.

Task 3.1.2. Area of Potential Effect

The APE will need to be determined, summarized, and submitted to WSDOT for review. WSDOT will submit the APE description document to DAHP and Tribes, and the DAHP will need to approve the design of the APE before the archaeological survey can begin. AINW will work with the City and WSDOT cultural resource staff to prepare the APE submittal to WSDOT. The APE will need to include all areas of possible ground disturbance.

The consultant will review the previous studies in the project APE to identify areas that have been adequately surveyed previously for archaeological resources and to identify previously recorded archaeological and historic resources. Portions of the project area have been archaeologically surveyed and archaeological resources have been previously recorded or documented within or near the project.

The consultant will need a map of the project area and confirmation of the locations and dimensions of the impact areas, as well as a description of the project, for the APE submittal.

Task 3.1.3. Archaeological Monitoring of Geotechnical Work

Geotechnical test pits may be excavated in locations that are not exempt from archaeological review. Geotechnical borings within the road prism are exempt from archaeological monitoring. An archaeological monitoring and inadvertent discovery plan would be prepared prior to the start of geotechnical work. An email summary will be provided to the project team upon completion of monitoring, and the results will be included in the cultural resource survey report.

Task 3.1.4. Archeological Field Survey

Once the APE has been approved and the background review is done, and after permission from private landowners has been obtained, the archaeological pedestrian survey will be conducted. The archaeological survey will consist of an archaeologist walking along the corridor to identify surface artifacts and determine whether the APE has been previously disturbed, and shovel testing where needed to confirm a significant site is not likely present. Areas that appear to have intact native soils may be noted as high-probability areas for shovel testing.

Areas where an archaeological site is considered likely, but the visibility of the native soils is poor, may be recommended for shovel testing. If artifacts are found during shovel testing, they will not be collected but will be documented, and a site form will be prepared. Shovel tests will be excavated to meet the City's archaeological ordinance and the DAHP's standards and guidelines. They will be 30 centimeters in diameter at the surface at least 50 centimeters deep, and soils will be screened using 1/8-inch mesh hardware cloth, supplemented with 1/4-inch hardware cloth as appropriate.

- Up to 25 shovel tests may be excavated.
- Up to 1 archaeological resource may be identified and documented.

Task 3.1.5. Historic Resource Survey

The consultant will use publicly available records to identify historic-period buildings and structures—those constructed more than 45 years ago—that are overlapped by the project APE. The project may acquire permanent ROW from up to 10 adjacent historic parcels. The consultant would conduct a background review and a field survey to identify potential historic parcels and provide an initial summary of potential red flags to the project team for planning purposes. Parcels that will be avoided by the project will not need to be inventoried. AINW will document up to 10 historic resources on DAHP's current inventory forms. A preliminary evaluation of eligibility for listing in the National Register of Historic Places will be provided as part of the documentation.

Task 3.1.6. Report and Resource Documentation

The report will be prepared to meet the requirements of Section 106 of the NHPA and Section 4(f) of the US Department of Transportation Act. The consultant will assess the project's potential to affect historic properties under Section 106 and to use Section 4(f) resources. The archaeological survey (including both the pedestrian survey and shovel testing), a summary of geotechnical monitoring results, and an inventory of historic resources will be presented in the cultural resource survey report. The report will include recommendations for additional work, such as testing and evaluation of resources, that may be needed. Recommendations will be coordinated with the project team. A preliminary evaluation of each identified resource's eligibility for listing in the National Register of Historic Places will be provided. Up to 10 HPI forms will be appended to the report. Up to one archaeological site form will be appended to the report.

The draft report will be submitted to the City for review. After the City's approval, WSDOT staff will review the draft report. Once approved, WSDOT will submit the report to the DAHP and Tribes for review and concurrence.

Task 4. Geotechnical Engineering

Task 4.1. Geotechnical Engineering

This task includes work to conduct a geotechnical investigation to evaluate pavement, soil, and groundwater conditions along the project alignment. Tasks include developing geotechnical design recommendations and construction guidelines for the proposed new roadway design and intersection (signalized or roundabout), including pavement design, roadway embankments, stormwater detention facility, utility trench construction, retaining walls, and traffic signal pole foundations. The work will be conducted in general conformance with City Design Standards, WSDOT's *Geotechnical Design Manual*, and WSDOT's *Highway Runoff Manual* (HRM). Specific tasks include:

- Review readily available geologic, groundwater, and soil survey maps that cover the project vicinity.
- Review available geotechnical reports prepared for nearby developments (available in our files) and provided by the City.
- Conduct a reconnaissance of the project alignment.
- Mark the proposed exploration locations in the field and notify the "One Call" service for public utility locates.
- Prepare approved traffic control plans and provide traffic control during field explorations when needed/required.
- Advance 14 drilled borings to characterize subsurface soil and groundwater conditions. We anticipate that seven days will be required for drilling. Collect standard penetration test (SPT) samples at 2.5- and 5-foot intervals to evaluate soil strength/stiffness and characterization of deeper soil conditions for evaluation of slope stability and retaining wall design.
 - Drill seven boring to depths of up to 10 feet below grade or practical refusal along the southern 1,600 feet to evaluate the presence of bedrock in utility trench excavations and develop recommendations for retaining walls.
 - Drill five boring to depths of up to 60 feet below grade or practical refusal along the top of the 40-foot-tall slope at NE 43rd Avenue to evaluate slope stability and design of new fill retaining walls.
 - Drill two borings to depths of up to 40 feet below grade or practical refusal using a track-mounted drill rig in the yard at NE 43rd Avenue to develop recommendations for proposed new retaining walls.
- Maintain a log of the soils encountered in the explorations and collect soil samples for laboratory testing.
- Restore the explorations in the following manner:
 - Borings—Backfill the drilled borings in accordance with City standards. In paved areas, the surface of the boreholes will be patched with concrete or asphalt. Excess material will be

drummed and disposed.

- Conduct a program of laboratory testing on select soil samples. The actual quantity and type of tests run will be based on the materials collected, though for budgeting purposes include up to (if needed or appropriate):
 - 15% fines determinations (percent passing the No. 200 sieve)
 - 40 moisture content and/or density determinations
 - 5 Atterberg Limits determinations
 - 1 modified compaction testing (ASTM D1557)
 - 1 compacted California Bearing Ratio test CBR
- Conduct engineering analyses to evaluate:
 - Utility trench construction guidelines (excavations and backfill)
 - Embankment construction alternatives (structural fill)
 - Pavement design for asphalt and concrete for 20- and 40-year life
 - Retaining wall design parameters (including active, at-rest, and passive earth pressures)
 - Retaining wall foundation design parameters
 - Traffic signal foundation design parameters
 - Seismic design parameters
 - Earthquake and geologic hazards
 - Excavations and cut/fill slopes
- Prepare a draft geotechnical engineering report summarizing the results of the subsurface exploration and laboratory testing programs and present conclusions.
- Prepare a final geotechnical engineering report addressing agency and design team review comments on the draft report.
- Coordinate geotechnical tasks with other design tasks.
- Attendance at up to two project meetings.

Assumptions

The above scope of work is based upon the following assumptions:

- Rights of entry will be obtained under other work tasks for work outside the ROW.
- Field work will be performed during daylight hours.
- If contaminated soils are encountered, then additional charges will be incurred for equipment decontamination, testing, and soil disposal.
- Work will commence after archeological investigation is completed
- Archeologist will be required to monitor explorations (two days); included in task 6.

- The City and WSDOT will issue a street use permit at normal cost to the consultant, and the consultant will submit the cost as an expense.
- Infiltration testing will not be performed.

Deliverables

- Draft geotechnical report (electronic PDF copy) at the future 60% design submittal
- Final geotechnical report (electronic stamped and signed PDF copy, a Microsoft Word stamped and signed document, and up to 3 hard copies as requested) at the future 90% design submittal

Task 5. Environmental Review and Documentation

Task 5.1. Project Management

This item includes the coordination and meetings necessary to successfully complete the project.

- Preparation for and attendance at a project kickoff meeting with City staff. Assume one WSP staff attending a two-hour kickoff meeting with City staff in Camas.
- Up to 36 internal design team coordination and meetings.
- The consultant will coordinate with WSDOT and the City for all applicable WSDOT procedures, approvals, and processes related to the project.

Deliverables

- Meeting Agendas and meeting summaries
- Design Submittal Comment Review and Response Log

Task 5.2. Wetland and Waterbody Delineation (WSP)

The consultant will delineate the boundaries of jurisdictional wetlands within the project area, in accordance with the criteria and methods described in the US Army Corps of Engineers (USACE) *2010 Regional Supplement to the USACE Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region – Version 2.0*. The project area has been preliminarily identified to include the road ROW and a distance not greater than 50 feet from the edge of the ROW.

The delineation will entail collecting and reviewing background information, as well as conducting the actual delineation fieldwork. The consultant will review background information, including soil maps, topographic maps, National Wetland Inventory maps, and recent and historic aerial photos. These will assist in determining the potential location of jurisdictional wetlands and/or waters for field investigation. During the field investigation, the consultant will collect the appropriate data (e.g., vegetation, soil profile, hydrology indicators), determine the wetland and/or water boundaries based on field observations and record the boundaries using a GPS unit capable of post-processed sub-meter accuracy, and flag them in the field for future professional land survey and verification by regulating agencies.

Once all fieldwork is complete, the consultant will prepare a project-specific wetland and waters delineation and assessment report for the study area that summarizes the findings of the field investigations. The consultant will compile the data collected in the field onto wetland data sheets, ordinary high water mark (OHWM) data sheets, and summarize the results in report form. Pertinent records concerning wetland and/or waters alterations and site hydrology will be evaluated as required by the delineation method. All delineated

wetlands will be rated using the most recent version of the Washington State Wetland Rating System for Western Washington (Washington State Department of Ecology [Ecology] 2014). The delineation report will include the graphics required for concurrency by the regulating agencies.

The consultant will participate in one 2-hour meeting with the design team to discuss the mapped wetlands within the corridor and identify opportunities to avoid and minimize wetlands impacts and permitting strategies.

Assumptions

- The study area for the wetland and waterbodies delineation will be limited to the road ROW and a distance not greater than 50 feet from the edge of the ROW. The City will coordinate rights of entry to parcels not owned by the City.
- No direct wetland impacts will result from the project and no authorizations are needed from the USACE or Ecology.
- Wetland hydrology is present and/or clear field indicators exist in the study area or within the soil profile that will allow determination of the presence or absence of this wetland indicator during a single sampling event. It is assumed that the project schedule will allow the delineation to be conducted in the growing season in early springtime period.
- Determination of wetland hydrology will not require installation of monitoring wells or piezometers for repeated measurement purposes. No hydrologic monitoring is included in this scope of work.
- Wetlands and data plots will be flagged in the field for survey.
- The Agency may check any or all of the delineation, rating, and functional assessment work at any time before the Agency accepts the preliminary draft Wetland and Waters Delineation Report.
- The Agency shall provide one set of compiled comments on the delineation report. Any resulting edits will be minor and will not require additional technical analysis.
- No wetland impact assessment or mitigation is included in this task activity.

Deliverables

- Sketch map of all delineated wetlands, aquatic habitats, jurisdictional ditches, and vegetation/soil data plots identified for survey
- Draft and final wetland and waters delineation and assessment report (electronic version)

Task 5.3. Habitat Assessment—Contingency (WSP)

This task will not be completed unless the City authorizes the task in writing. The project site is mapped as having both riparian and non-riparian priority habitats. The riparian habitats are associated with Lacamas and Round Lakes. The other mapped habitats include oak woodlands, aquatic wetland habitat, and biodiversity area and corridor surrounding Round Lake. If the project cannot avoid impacting the mapped habitats, the consultant will complete a habitat assessment.

To complete the habitat assessment the consultant will conduct the following tasks:

- Conduct a qualitative assessment of the riparian and non-riparian habitat within the project area in accordance with the Washington Department of Fish and Wildlife (WDFW) Priority Habitat and Species List (2018).
- Prepare descriptions of the existing conditions of any habitat identified and a description of functions the habitat provides.
- Capture the existing baseline conditions of the site that can be used in other tasks to quantify impacts and develop appropriate mitigation measures.

Assumptions

- The study area is limited to road ROW and a distance not greater than 50 feet from the edge of the ROW. The City will coordinate rights of entry to parcels not owned by the City.
- The City will conduct one round of review on the habitat assessment; any resulting edits will be minor and will not require additional technical analysis.

Deliverables

- Draft and final habitat assessment report (one electronic)

Task 5.4. Camas Tree Survey Permit (WSP)

It is expected that the planned road design improvements will result in the removal of existing trees in the intersection vicinity. The City regulates trees considered "significant trees." These are defined by CMC 18.03.050 Environmental Definitions as evergreen trees 8 inches and larger in diameter at breast height (dbh), and deciduous trees, other than red alder or cottonwood, 12 inches and larger in dbh. For the tree/vegetation survey, the consultant will conduct the following tasks.

- A certified arborist or professional forester will identify all trees meeting the above criteria by species with dbh and health condition.
- Record their position during the topographic survey.
- Conduct a hazardous tree inventory condition assessment as part of the inventory to document trees that are not required to be included in the tree inventory as tree units.
- Conduct one 8-hour site visit to perform field verification, data collection, and to flag species regulated by city ordinances.
- Evaluate the proposed project design impact to trees.
- Prepare a tree plan summarizing the existing tree species and diameter, tree health condition, hazardous tree appraisals, and preservation.
- Prepared a restoration plan to mitigate for trees impacted at the suggested 2:1 replacement ratio per CMC 16.51.125(B) using native trees that are a minimum caliper of 2 inches. Replacement trees may include mitigation plantings, applicable street trees, City tree fund, or some combination thereof.
- Tree replacement will also be required to meet the City tree density requirements.

Assumptions

- The tree survey area is limited to the road ROW and a distance not greater than 50 feet from the edge of the ROW. The City will coordinate rights of entry to parcels not owned by the City.
- The City will conduct one round of review and comment on the tree survey and tree restoration plan.
- The tree restoration plan will accompany the other project permits but will not require a separate permit application.
- Tree mitigation locations will be combined with the critical areas mitigation plan, Task 5.7, to the extent possible.

Deliverables

- Draft and final tree survey (one electronic copy)
- Draft and final tree restoration plan (one electronic copy)

Task 5.5. Pre-Application Conference (WSP)

The consultant will prepare necessary materials for a City pre-application conference prior to submittal of the shoreline and critical areas permit applications. Materials will include a project narrative, signed application form, and conceptual engineering plans. Three consultants will attend a one-hour meeting with City staff to review the City requirements and confirm application submittal requirements.

Assumptions

- Any pre-application fees will be paid by the Agency

Deliverables

- Draft and final pre-application package

Task 5.6. SEPA Documentation (WSP)

The consultant will complete a SEPA checklist limited to the proposed project corridor, which contains critical area with grading activities. The SEPA checklist will be provided to the City, and the City will issue the SEPA determination.

Assumptions

- The consultant will not conduct any additional studies to support the SEPA checklist.
- The City will act as the SEPA lead agency and issue a threshold determination.
- The SEPA threshold determination is anticipated to be a Determination of Nonsignificance (DNS) or a Mitigated Determination of Nonsignificance (MDNS).
- A SEPA environmental impact statement will not be required.

Deliverables

- Draft and final SEPA checklist

Task 5.7. Critical Areas Mitigation Plan (WSP)

The project area contains critical areas, both within and outside of shorelines. It is anticipated that the project will have impacts to wetland buffers, riparian habitat, non-riparian habitat, and "significant trees" as defined by CMC 18.03.050, and the mitigation plan will include a discussion of these impacts. To compensate for impacts to critical areas, the consultant will prepare a critical areas mitigation plan that details temporary and permanent impacts to critical areas regulated by the City. To develop a mitigation strategy that results in no net loss of function, the consultant will assess up to four potential sites within Lacamas Creek watershed that can accommodate wetland buffer, riparian habitat, and non-riparian habitat mitigation. The plan will include:

- A description of temporary project impacts that can be adequately mitigated by restoring impacted areas to their existing conditions.
- A summary of the restoration plan in Subtask 5.3, mitigating for trees impacted at the suggested 2:1 replacement ratio per CMC 16.51.125(B) using native trees.
- Mitigation strategy that replaces wetland buffer, riparian habitat, and non-riparian habitat at an off-site location that results in no net loss of critical area functions and values.

Assumptions

- Temporary project impacts are adequately mitigated through construction methods, best management practices, and restoring impacted areas.
- Frequently flooded areas occur within the project area but will not be impacted.
- Significant tree impacts and associated mitigation are addressed in Task 5.4.
- No direct impacts will occur to wetlands within the project area.
- The consultant will review up to four City-identified sites within the Lacamas Creek watershed that can accommodate riparian, non-riparian, and wetland buffer mitigation.
- The consultant includes up to three two-hour meetings to discuss mitigation sites and strategy with City staff.

Deliverables

- Draft and final critical areas mitigation plan (one electronic copy)

Task 5.8. Shoreline Conditional Use Permit/Critical Areas Permit (WSP)

The shoreline master program (SMP) applies to shorelands extending 200 feet in all directions from the OHWM of waterbodies designated waters of the state. The corridor alignment and proposed improvements are located within 200 feet of the OHWM of Lacamas Lake and is subject to the Camas Shoreline Master Program. The shoreline designation of this portion of Lacamas Lake is Urban Conservancy. Arterial roadways are permitted in the Medium Intensity shoreline designation and are permitted conditionally in the Urban Conservancy designation.

The shoreline permitting process will require documentation that shows no net loss of shoreline functions and processes within the shoreline area, along with a design that minimizes shoreline impacts, and maintains safe public access to Lacamas Lake. The Shoreline Conditional Use Permit (SCUP) application will require review and approval by the City Shoreline Management Review Committee and Hearings Examiner and up to three

consultants will attend the hearing. The shoreline conditional use permit is also subject to approval from Ecology, which has 30 days to review and approve after the Hearings Examiner issues their final decision. Specific regulations relating to transportation uses outlined in SMP 6.3.14 and all other applicable shoreline regulations will be addressed in the permit application, along with conditional use permit criteria.

For the Shoreline Permit, the consultant will:

- Prepare the shoreline conditional use permit application including:
 - The general application form
 - Mailing list of property owners within 300 hundred feet of the proposed improvements
 - Joint Aquatic Resources Permit Application (JARPA)
 - SEPA checklist (described in Task 5.6 of this scope of services)
 - Project narrative
 - Vicinity map showing the location of waterbodies within 300 hundred feet of the improvements
 - Proposed engineering plans (described in Task 7)
- The shoreline narrative will address critical areas within shoreline jurisdiction and summarize the critical areas impacts and mitigation detailed in the Critical Areas Mitigation Plan (Task 5.7).

Assumptions

- The proposed project will be reviewed by the City Hearing Examiner at a public hearing.
- The consultant will conduct one round of review of the draft conditional use permit application.
- Two WSP staff members will attend a one-hour meeting to prepare for the hearing and the one-hour hearing.
- Two WSP staff members will attend the required hearing and present on behalf of the client. No presentation materials will be necessary for the hearing beyond those prepared for the application.
- Staff report review comments and City Hearing Examiner final order review comments will be provided in electronic format.
- Any permit application fees will be paid by the Agency.
- Critical areas impacts may include both temporary and permanent impacts. City Planning staff will agree that temporary project impacts are adequately mitigated by construction methods and restoring impacted areas to their existing condition.
- The SCUP will address floodplain requirements, and a separate floodplain permit is not required.
- The SCUP application will require one round of Agency review.
- There will be one round of review on the draft staff report.
- Critical Areas Mitigation Plan defined in Task 5.7 will be adequate to address critical areas impacts and no further project mitigation will be required to address project effects on critical areas.

- The City Planning Department will not require additional studies or documentation for the shoreline permit beyond that identified in their current permit application.
- The City Planning Department is responsible for all review timelines and approvals.

Deliverables

- Draft and final vicinity map (one electronic copy)
- Draft and final JARPA (one electronic copy)
- Draft and final shoreline permit application (one electronic copy)
- Compiled submittal package (one electronic copy)
- Draft and final staff report review comments (one electronic copy)
- Draft and final hearing examiner final order review and comments (one electronic copy)

Task 5.9. NEPA Documentation (WSP)

The consultant will complete the NEPA CE Documentation Form and compile the NEPA environmental documentation in accordance with *NEPA Categorical Exclusions: A Guidebook for Local Agencies* (WSDOT, 2020) and other appropriate WSDOT and/or FHWA guidance documents.

Compliance with NEPA will be documented using the CE Documentation form and supporting documentation, including technical memoranda and reports created for the project as noted below. Information regarding the types of documentation and content that are currently anticipated and necessary to appropriately assess the environmental effects of the project is shown below. The following list shows which environmental elements that will be addressed through the CE Documentation Form, the environmental elements that will require additional technical analysis and documentation, and the team member responsible for each element.

Table 1. NEPA Environmental Elements and Proposed Documentation

NEPA ECS Environmental Elements	Proposed Documentation	Team Member Responsible
1. Air Quality	CE Documentation Form	WSP
2. Critical/Sensitive Lands	Wetland Delineation Report / CE Documentation Form	WSP
3. Cultural Resources/Historic Structures	Archaeological and Cultural Resource Report and Dept. of Archaeological and Historic Preservation Concurrence Letter	AINW
4. Floodplains and Floodways	CE Documentation Form	WSP
5. Hazardous and Problem Waste	Low Level HazMat Analysis Memorandum / CE Documentation Form	PBS/WSP
6. Noise	Noise Report / CE Documentation Form	MMA/WSP
7. Parks, Recreation Areas, Wildlife Refuges, Section 4(f)/6(f), etc.	Archaeologic and Cultural Resource Report / CE Documentation Form	AINW/WSP

NEPA ECS Environmental Elements	Proposed Documentation	Team Member Responsible
8. Agricultural Lands	CE Documentation Form	WSP
9. Rivers, Streams, or Tidal Waters	CE Documentation Form	WSP
10. Tribal Lands	CE Documentation Form	WSP
11. Water Quality/Stormwater	Water Quality/Stormwater Technical Memorandum / CE Documentation Form	PBS/WSP
12. Previous Commitments	CE Documentation Form	WSP
13. Environmental Justice	Environmental Justice Memorandum / CE Documentation Form	WSP
14. ESA and EFH Evaluations	Programmatic ESA Documentation / CE Documentation Form	WSP

Assumptions

- NEPA documentation is assumed to be a CE, and the preparation of an environmental assessment (EA) or environmental impact statement (EIS) is not included in this scope of work.
- The project will be processed by WSDOT as a Categorical Exclusion class of action.
- The project is not located within a sole source aquifer and no additional documentation is needed.
- The project will not change the alignment more than half the distance to the noise receptor and a noise analysis report is not needed. If the design changes the distance to the receptor, a separate scope and fee will be prepared.
- The Lacamas Lake Shoreline Open Space, a likely Section 4(f)/6(f) property, is adjacent to the project but will not be impacted by the project, and no additional documentation or public outreach will be required.
- There are no tribal lands within the project, and no additional documentation is required
- There are no environmental commitments associated with other permits, and no additional documentation is required.
- One round of county revisions and WSDOT comments on the CE Documentation Form will occur. These will require minor edits and will not require additional technical analysis.
- WSDOT is responsible for all NEPA review timelines and approvals.

Deliverables

- Draft and final CE Documentation Form (electronic versions and two hard copies of the final form)

Task 5.10. Biological Assessment (WSP)

This task assumes the project will result in an increase in pollution generating impervious surfaces and will require the preparation of a biological assessment. The consultant will confirm which species and critical habitat National Marine Fisheries Service (NMFS) and the US Fish and Wildlife Service (USFWS) have listed that

could occur within the project area. Consultant will also research and identify priority species and habitat information from: (1) the WDFW and the Priority Habitats and Species Program; (2) the Washington State Department of Natural Resources (WDNR) and the Washington Natural Heritage Program; and (3) the county geographic information systems. The consultant will review this information, as well as other appropriate sources of information from existing literature and data resources, in conjunction with any necessary field reconnaissance.

The consultant will prepare the required documentation for Endangered Species Act (ESA) compliance. Based on the anticipated increase in impervious surfaces and stormwater runoff and relative proximity to critical habitat, a biological assessment (BA) is anticipated. The BA will be prepared consistent with WSDOT *Local Agency Guidelines Manual* (LAG) and WSDOT *BA Preparation Training Manual* (2021) and will document potential impacts to federally listed fish, wildlife, plant species, critical habitat, and Essential Fish Habitat (EFH). The BA must identify potential effects to listed species, identify appropriate avoidance and conservation measures, and document consistency of the project design and construction with regulatory requirements and avoidance and conservation measures. The consultant will assemble this material into a draft BA for City review, finalize the report based on one round of City review, and then submit the final draft BA report to the City to submit to WSDOT for review. The consultant shall address and incorporate WSDOT comments and suggested revisions into the BA, then deliver the final BA for approval. WSDOT will submit the final BA to NMFS and USFWS for consultation.

It is expected that the consultant will meet up to two times with WSDOT agency staff for this task. The first meeting will be an early coordination meeting with WSDOT and NMFS/USFWS to address and reach an agreement on the content of the BA, and the second meeting will be to review and discuss conservation measures that would be incorporated into the project design.

Assumptions

- Based on the WSDOT 2022 Stormwater Guidance, any new pollution generating impervious surfaces results in the need for formal consultation with NMFS.
- Because formal consultation is required, an analysis of stormwater pollutant loading using the Hi-Run Model is not necessary.
- Formal species surveys are not necessary and not included in this scope of work.
- The BA preparation includes up to 12 figures.
- Agency comments on the draft and final BA are minor edits and will not require additional technical analysis.
- Meetings with agency staff will be at the Vancouver WSDOT offices or virtually. No formal agenda or meeting minutes will be prepared from these meetings.

Deliverables

- Draft Biological Assessment for Agency review (electronic version)
- Final draft Biological Assessment for Agency and WSDOT review (electronic version)
- Final Biological Assessment (electronic version to Agency and WSDOT)

Task 5.11. Noise Study (MM&A)

The traffic noise analysis will be based on the guidelines presented in the current Federal-Aid Policy Guide, Subchapter H, Part 772, Procedures for Abatement of Highway Traffic Noise and Construction Noise (FHWA, 2010) and the Traffic Noise Policy and Procedures (WSDOT, 2020). The SR500/Everett Street: NE 35th Ave to NE 43rd Ave project will be reviewed to determine the level of noise analysis required under the FHWA and WSDOT policy. Under FHWA and WSDOT, only projects that are determined to be a Type 1 project are required to have a detailed noise study. For a project to be considered Type 1, the project must meet one or more of the requirements set forth by the FHWA. The current design may meet the design criteria by reducing the distance between the travel lanes by more than half, which would require a detailed noise analysis. Also, if a project is determined to be a Type I project under this definition, then the entire project area as defined in the environmental document is Type I.

The first phase of the noise analysis will be a review of the project area and proposed project to determine if the project will meet FHWA Type 1 criteria on any noise-sensitive properties. The review will include a review of future planned and permitted uses to identify any new noise sensitive properties. If the project is not Type 1, then a noise technical memorandum will be prepared to document the findings. The memorandum will be submitted in Microsoft Word format for review and comments. After revisions based on the comments are completed, a final memorandum will be produced in PDF electronic format.

Screening Noise Analysis Deliverables

- Noise technical memorandum (draft and final)

If the project meets the Type 1 requirements, the following detailed noise analysis will be performed.

As part of the detailed noise analysis, a reconnaissance of the project area will be performed to identify all land use types and locate noise-sensitive properties within 300 feet of the project area. The 300-foot distance would be expected to identify any potential traffic noise impact based on speed limits (45 miles per hour [mph] or less) and expected roadway noise levels. Physical and terrain features that affect noise propagation and features that may be altered during construction shall be identified.

Noise validation measurements and traffic counts will be conducted at sites as needed to validate the traffic noise model and to ensure a complete description of existing noise levels that are representative of the land uses along the proposed alignments. An estimate of two to four noise monitoring sites will be needed for this project. Measurements near existing active roadways will be conducted for a 15-minute sampling period during daytime off-peak hours (10 AM to 4 PM) when traffic is moving freely. Traffic counts and classifications will be conducted concurrently with the noise measurements. All noise sources will be noted and those that may interfere with a determination of noise abatement will be identified.

Traffic noise levels at each validation measurement site will be predicted using the FHWA Traffic Noise Model (TNM, version 2.5) using the existing roadway configurations and the traffic counts from the noise measurement survey. The sound level predictions will be compared with the measured sound levels to reach a close agreement of ± 2 dB.

Based on site visits, review of aerial mapping, and land use inspection, a set of representative noise modeling sites will be located throughout the project area. Frequently, one modeling location will be used to represent

several nearby locations expected to have similar or slightly lower noise levels than the modeling location. The number of modeling sites will be sufficient to accurately predict existing (2024?) and future (year 2045?) No-Build and future Build traffic noise levels, identify all potential traffic noise impacts, and evaluate traffic noise abatement measures. It is estimated that 15 to 20 noise modeling sites may be needed to represent noise levels near the project area.

Using the validated model, existing peak hour traffic volumes from project traffic engineers will be used with posted speed limits to calculate existing peak hour noise levels at each of the modeling sites. Traffic noise level projections will also be performed for the same sites using the future No-Build traffic volumes. These predicted noise levels will be used for comparison with the future Build noise levels and to aid in the understanding of the potential change in project area noise levels. Future Build noise levels during peak hour will also be modeled at the selected noise-sensitive sites with the proposed new and improved roadways and ancillary facilities included. The future Build traffic noise levels will be compared to the approach or exceed and allowable increase noise criteria using the WSDOT policy. For residents, noise impacts occur if future traffic noise levels approach or exceed 66 dBA Leq during peak hours.

In accordance with FHWA and WSDOT requirements, noise abatement measures will be considered at locations where traffic noise impacts are predicted. Due to limited ROW, it is assumed that noise abatement measures considered will be limited to noise walls, as there is not sufficient ROW to consider berms in the corridor. The analysis will provide the location, length, height, profile, estimated cost (using WSDOT policy), and number of benefiting noise-sensitive properties for each proposed barrier. This information will be used for comparison with WSDOT criteria for reasonable and feasible noise abatement. For those areas with noise impacts and no reasonable and feasible noise abatement measures, the analysis will provide a discussion for these impacts and specifically note reasons for not including any noise abatement.

Construction activities that may cause annoyance at nearby noise-sensitive land uses will be qualitatively assessed in accordance with WSDOT's procedures. A discussion of local laws applying to construction noise will be provided.

A noise technical report will be prepared summarizing the findings of the noise study. The contents will include an introduction to acoustics and discuss land use, methodology, existing noise levels, future No-Build and Build noise levels, noise impacts, and recommended mitigation. The report will follow the WSDOT policy for a traffic noise technical analysis. It will provide existing and proposed alignments on vicinity-scale maps. Impacts, monitoring locations, and sensitive receivers will be shown on area maps at an appropriate scale. Tables, with comparisons, will be prepared to aid in the understanding of project impacts and mitigation. A discussion of potential impacts on future land uses in the context of existing and planned land uses will be provided. Construction noise impacts and local regulations, as described above, will be discussed. The initial report will be submitted in Microsoft Word format for review and comments. After revisions based on the comments are completed, a final report will be produced in PDF electronic format.

Detailed Noise Analysis Assumptions

- CAD files in AutoCAD, Civil 3D, or MicroStation for the existing roadway alignment and proposed roadway alignment, including roadway profiles and ground elevation contours or spot elevations extending to 300 feet from the proposed project roadways, will be provided by the project engineers.

- Traffic data, including turning movements at the intersections of NE 38th Avenue and NE 43rd Avenue, will be provided by project traffic engineers, and will include peak hour volumes for existing, future No-Build and future Build, with posted speed limits, and percentage of vehicle types (e.g., passenger vehicles, medium trucks, and heavy trucks).

Detailed Noise Analysis Deliverables

- Noise analysis technical report (draft and final)
- Noise monitoring sheets and details
- Noise wall locations and heights (if and where applicable)
- TNM files

Task 5.12. Hazmat Report (PBS)

PBS will complete a hazardous materials assessment of the site and present the results in a hazardous materials discipline report (Hazmat Report). The assessment will be conducted using methods and procedures in general accordance with WSDOT National Environmental Policy Act (NEPA) Categorical Exclusion Handbook (Chapter 4.5). The report will be compliant with FHWA NEPA requirements, as well as the Hazardous and Problem Waste section of the Local Programs NEPA Categorical Exclusion Form. The assessment will include using the following resources to identify sites or areas of potential concern:

1. Ecology records available through their public web portal

Additionally, a windshield survey of the site will be conducted. The survey will include observing the site from the public ROW and will not include accessing nonpublic property. Site features will be documented in a photograph log to be included in the Hazmat Report.

Draft and Final Hazmat Reports will be provided in electronic format and will identify and evaluate known or potentially contaminated sites that may:

1. Affect the environment during construction;
2. Create significant construction impacts; and/or
3. Incur cleanup liability to the local agency.

The level of effort for the discipline report is dependent largely on the conditions and construction parameters of the proposed construction. Based on our current understanding of the project, a low-level assessment will adequately characterize the site and potential risks at the current stage of development.

Task 5.13. EJ Tech Memo (WSP)

The purpose of this technical memorandum is to document compliance with the environmental justice executive order. An analysis of the Title VI Population Groups within the project area will be provided. Population breakdown will conform to WSDOT definitions for "minority," "low-income," and "low-English proficient." Methods for identification will include the review and analysis of a primary data source—the 2020 US Census—and a secondary data source, such as student demographic data for the local public school as published in the Washington State Report Card. This research will determine if any special populations reside within the project limits, and the absence or presence of special population groups will be documented. If such groups are present in the project area, potential impacts, including the possibility for disproportionate adverse impacts on these populations would be evaluated consistent with Title VI of the Civil Rights Act of 1964. Mitigation measures for such impacts would be identified.

The consultant will complete the environmental justice matrix and will assemble the above material into an environmental justice technical memorandum. The consultant will finalize the report based on one round of Agency review and submit an electronic copy of the final draft environmental justice technical memorandum to WSDOT for review.

Assumptions

- Demographics data needed to develop the environmental justice assessment will be sourced from EJSCREEN and OSPI online population data.
- Door-to-door visits in the area will not be conducted.
- No translation services will be required.
- A formal discipline report is not anticipated, and the environmental justice technical memorandum will be sufficient for NEPA compliance.
- County revisions and WSDOT comments on the draft and final technical memorandum will not require additional technical analysis.

Deliverables

- Draft and final environmental justice technical memorandum (electronic versions)

Task 5.14. NPDES Construction Stormwater General Permit (PBS)

The consultant will coordinate with Ecology, prepare and submit a Construction Stormwater General Permit application, and transfer of permit to the selected contractor. Consultant staff will prepare the permit application and Notice of Intent (NOI). The NOI will be submitted to the local newspaper. The consultant will prepare the Transfer of Coverage and Notice of Termination forms for City and contractor signature and submittal, which will constitute transfer of coverage to the contractor.

In addition, the consultant will prepare the Stormwater Pollution Prevention Program (SWPPP) to be kept at the site during construction.

Task 5.15. USACE Section 404 and Ecology Section 401 Authorization—Contingency (WSP)

This task will not be completed unless the City authorizes the task in writing. If the project cannot avoid wetland and/or waterbody impacts, the Consultant will complete a JARPA form with applicable graphics to secure authorization from USACE and Ecology under Sections 404 and 401 of the Clean Water Act, respectively. The consultant will conduct the following tasks to apply for Section 404 and Section 401 authorizations.

- Prepare and submit an Ecology 401 Pre-filing Meeting Request Form
- Prepare the required USACE forms (attachments A and C), and required graphics.
- Update the JARPA prepared in Task 5.8 to detail both permanent and temporary impacts to wetlands and/or waterbodies in accordance with USACE and Ecology requirements. Note that wetlands/waterbodies that are temporarily filled, flooded, excavated, or drained, but restored to preconstruction contours and elevations after construction, are not included in the measurement of loss.

- Prepare a wetland/waterbodies mitigation plan in accordance with USACE, Ecology, and City mitigation standards. The plan will identify the ways the mitigation sequencing (avoidance, minimization, and mitigation) required by regulatory agencies, and will identify how the project has avoided, minimized, and mitigated for impacts to the extent practicable. The plan will also detail the unavoidable, permanent impacts to wetlands/waterbodies and detail the compensatory mitigation proposed to offset the permanent impacts. This may involve a site within or near the project corridor, an alternative off-site location, or an approved mitigation bank. The specific mitigation location will be determined and arranged in coordination with City staff. The Consultant will review up to four potential wetlands/waterbodies mitigation sites within the Lacamas River watershed.
- Prepare and submit the Ecology 401 Request Form.
- Compile JARPA, JARPA forms, graphics, and supporting documentation and submit to USACE and Ecology.

Assumptions

- Wetland and waterbody impacts will total less than 0.5 acres and the project would qualify for Nationwide Permit No. 7—Outfall Structures or Nationwide Permit No. 23—Approved Categorical Exclusion.
- A Section 404(b) (1) alternatives analysis will not be required.
- Compensatory mitigation will be required for permanent impacts to waters of the US.
- Use of 60% design drawings will be sufficient to prepare and submit permit documents.
- Following submittal of permits, design changes will not be made which result in changes to project impacts or required mitigation.
- The City will conduct one round of review on the JARPA and Mitigation Plan.
- The task includes up to 12 hours coordination time with USACE and Ecology during the permit review process.
- Construction- and post-construction-related services such as construction oversight and annual monitoring and reporting are excluded.

Deliverables

- Draft and Final Ecology 401 Pre-filing Meeting Request Form
- Draft and Final Ecology 401 Request Form
- Draft and Final JARPA Attachments and Figures
- Draft and Final Wetland and Waterbodies Mitigation Plan for City review (one electronic copy and one hard copy)

Task 5.16. WDFW Hydraulic Project Approval—Contingency (WSP)

This task will not be completed unless the City authorizes the task in writing. If the project results in a new stormwater outfall to Lacamas or Round Lake an HPA will be required from WDFW. This task includes submitting the JARPA application prepared in Task 5.8 to WDFW through its online application system APPS.

Assumptions

- The information developed for the JARPA application package will meet WDFW requirements and no additional information is required.
- There have been no changes in WDFW regulations that would result in the need for additional information being submitted to WDFW.

Deliverables

- Submittal of JARPA to WDFW through the online APPS application system

Task 6. Traffic Engineering (Kittelson)

Task 6.1. Project Management

This item includes the coordination and meetings necessary to successfully complete the project.

- Preparation for and attendance at a project kickoff meeting with City staff. Assume one Kittelson staff attending a 2-hour kickoff meeting with City staff in Camas.
- Up to 36 internal design team coordination and meetings.
- The Consultant will coordinate with WSDOT and the City for all applicable WSDOT procedures, approvals, and processes related to the project.
- Up to 10 WSDOT coordination meetings with the City and the consultant will be held for key aspects of the project.

Deliverables

- Meeting Agendas and Meeting Summaries
- Design Submittal Comment Review and Response Log

Task 6.2. Public Involvement

Prepare and provide public education material:

- Coordination of digital models with PBS
- Prepare digital Vissim and/or Visualization renderings (3D animation)
- Prepare for and attend up to three open houses
- Prepare for and participate in up to 10 one-on-one meetings with property owners to refine potential property impacts.
- Document and summarize public feedback

Task 6.3. Finalize Traffic Report

Update and finalized traffic report:

- Coordinate and collect traffic counts during the weekday school PM (2-4) peak periods at the following eight study intersections analyzed in the September 2023 Traffic Report
 1. SE Everett Street/NE 3rd Street
 2. SE Everett Street/SE 5th Street

3. SE Everett Street/SE 8th Street
 4. SE Everett Street/NE Everett Drive
 5. SE Everett Street/SE Leadbetter Road
 6. NE Everett Street/NE 43rd Avenue
 7. NE Everett Street/NE 38th Avenue
 8. NE Everett Street/NE 35th Avenue
- Coordinate and collect 24-hour tube counts at the following four locations:
 - NE Everett Street between NE 35th Avenue and NE 38th Avenue
 - NE Everett Street between NE 38th Avenue and NE 43rd Avenue
 - SE Everett Street between NE 43rd Avenue and SE Leadbetter Road
 - SE Everett Street between SE Leadbetter Road and NE Everett Drive
 - Incorporate additional traffic analysis of school PM peak period in the September 2023 Traffic Report prepared for the weekday AM and PM peak periods
 - Assume the horizon year and methodology to derive future year volumes is unchanged from original report
 - Additional school peak period analysis may be omitted if the traffic counts are generally lower than the previous PM peak period traffic counts conducted for the September 2023 Traffic Report
 - Evaluate and update lane configuration and other geometric design features in Synchro analysis, and update SimTraffic modeling, as applicable
 - Update crash history analysis to include the most recent 5 calendar years with available data
 - Complete a safety analysis in accordance with the WSDOT Safety Analysis Guide using the Highway Safety Manual (HSM) predictive method for the eight study intersections
 - Prepare Draft Traffic Report
 - Respond to and incorporate City and WSDOT comments and submit Final Traffic Report

Task 6.4. Intersection Control Analysis

Consultant will prepare Intersection Control Evaluation (ICE) documents per Chapter 1300 of the WSDOT Design Manual. The ICE will include:

- Background and project needs
- Feasibility
- Operational and safety performance
- Alternatives evaluation
- Selection

Per WSDOT Design Manual section 300.04(3), Local Agency proposed project with in WSDOT jurisdiction are required to follow WSDOT Design Documentation Policy.

Assumptions

- The project improvements are all local agency initiated.
- The Everett Street Corridor Project 1 and 2 15% documentation will be used to prepare the majority of the Methods and Assumptions (M&A), Access Revision Report, and ICE. No new traffic operational analysis will be prepared.
- Alternatives to be considered as a part of the ICE include:
 - Everett Street at NE 43rd Avenue
 - Existing conditions
 - Roundabout option
 - Traffic signal option
 - Everett Street at NE 38th Avenue
 - Existing conditions
 - Roundabout option
 - Traffic signal option
 - Everett Street at NE 35th Avenue (Project 2)
 - Existing conditions
 - Roundabout option
 - Traffic signal option

Deliverables

- Draft M&A document in PDF format
- Final M&A document in PDF format
- Draft Access Revision Report (ARR) in PDF format
- Final ARR in PDF format
- Draft ICE document in PDF format
- Final ICE document in PDF format

Task 6.5. 30% Design

Provide design plans to be included with overall design documentation plan set as described in Task 9. All traffic plans will be developed on digital design base files (survey, roadway design base, ROW, existing and proposed utilities, etc.) to be provided by PBS.

- Strip map
- Provide traffic-related designs to be included in project overview strip map
- Striping
- Signage
- Illumination

Task 6.6. 60% PS&E

Prepare traffic design plans based on the most current City and WSDOT Standards and Specifications:

- Signing and striping plans—assume eight plan sheets and four detail sheets
- Enhanced Crossing (assume Rectangular Rapid-Flash Beacon [RRFB])—assume two plan sheets and two detail sheets
- Lighting analysis
 - Prepare a lighting analysis using AGI32 software
 - Evaluate corridor lighting
 - Evaluate intersection lighting including vertical lighting analysis
- Illumination plans—assume eight plan sheets and four detail sheets
- Signal removal plans—assume one plan sheet and one detail sheet

Task 6.7. 90% PS&E

- Signing and striping plans
- Signing and striping details
- RRFB plans and details
- Illumination plans
- Signal removal plans

Task 6.8. Final PS&E

- Signing and striping plans
- Signing and striping details
- RRFB plans and details
- Illumination plans
- Signal removal plans

Task 6.9. QA/QC

- Provide and document QC reviews for all designs.
- Incorporate quality management procedures throughout the design process.
- Coordinate with reviewing agencies.
- Provide written responses and maintain a current project comment log

Task 7. Structural Engineering (AKANA)

Task 7.1 Project Management

This item includes the coordination and meetings necessary to successfully complete the project.

- Up to 36 internal design team coordination and meetings.
- The consultant will coordinate with WSDOT and the City for all applicable WSDOT procedures, approvals, and processes related to the project.
- Up to two WSDOT coordination meetings with the City and the consultant will be held for key aspects

of the project.

Deliverables

- Meeting agendas and meeting summaries
- Design submittal comment review and response log

Task 7.2. 30% Design

- This task will include 30% drawings for all the retaining walls for the project. Civil drawings will be produced showing the plan and profile for all walls along the project route. Structural retaining wall elevation drawings will be produced using the civil profiles to show each type of retaining wall to be used, including any foundations for the wall types selected. In addition, an overall site plan with all walls shown, as well as any foundations, or anchors/reinforcement behind the walls. Code research will be conducted as well as a thorough review of the geotechnical reports available to ensure compliance with all applicable design requirements. The loading for each wall will be determined and incorporated into the structural design (traffic surcharge, slopes in front or behind the walls, and any adjacent structure surcharges). Details, specifications, nor calculations will be provided at this stage.
- A thorough QC check will be done by Akana prior to issuing the 30% documents.
- Participation in biweekly virtual meetings with the PBS design team will be provided as part of this task with representatives from civil and structural.

Deliverables

- Schematic design drawings and biweekly virtual design review meeting attendance

Task 7.3. 60% PS&E

- Upon PBS review and approval of the schematic design documents, this task will progress the civil and structural designs to an approximate 60% level. The structural design will include the final layout of all retaining wall elevations and foundations, major structural sections, general notes, inspection and design criteria, and typical details. The civil design will complete the retaining wall plan and profile sheets, and overall site maps to a 60% level. Specifications for the retaining walls will be started at this stage.
- Participation in biweekly virtual meetings with the PBS design team will be provided as part of this task with representatives from civil and structural.

Task 7.4. 90% PS&E

- After client review and approval of the design development documents, revisions will be made and the documents for construction will be prepared based on the design development drawing comments. The construction documents set forth in detail the requirements for construction of the project and include drawings and specifications that establish in detail the structural retaining wall systems required for the project.
- Construction documents will include drawings and technical specifications for all structural retaining walls for the project. Civil and structural drawings including overall site maps, retaining wall plan and profiles, general notes, typical details, retaining wall elevations, schedules, structural details, structural

sections, and structural calculations will be provided by the Akana team. A thorough QC check will be done by Akana prior to issuing the 90% documents.

- Akana will respond to all structural and civil plan check comments related to the retaining walls, incorporate changes into the design, review and conduct quality control of the documents one final time, then reissue the design for final permitting and approval. All drawings and calculations will be stamped and signed by a professional engineer licensed by the state of Washington.
- Virtual participation in biweekly meetings with the PBS design team will be provided as part of this task, with representatives from civil and structural.

Deliverables

- 90% Construction Documents

Task 7.5. Final PS&E

- After the authority having jurisdiction and client review and approval of the construction documents, any final revisions will be made, and the design documents will be issued for construction.

The structural plans shall include:

- Overall retaining wall site map (4 pages)
- Retaining Wall Plan over profile (9 pages)
- Structural notes (4 pages)
- Special inspections and abbreviations (2 sheets)
- Typical details (3 sheets)
- Structural retaining wall elevations (6 sheets)
- Structural sections and schedules (4 sheets)
- Structural details (3 sheets)

Task 8. WSDOT Design Documentation

The consultant will perform the required roadway and hydraulic design documentation per the requirements of the WSDOT *Design Manual* and *Hydraulics Manual*. The following scope of work is described below in greater detail.

Subtask 8.1. Design Approval

Design approval by WSDOT is required per WSDOT *Design Manual* Section 300.04(1), and the consultant will create the following documents for the package for submittal and approval by WSDOT:

- Intersection plans for approval
- Basis of design
- Design parameters
- Project summary documents
- Design analysis with list of known variances
- Channelization plans (stamped)
- Design approval memo describing the project (stamped)

- Include other information from practical solutions/design, environmental and preliminary roadway plans.

Subtask 8.2. Project Development Approval

Project development approval by WSDOT is required per WSDOT *Design Manual* Section 300.04(2), and the consultant will create the following documents for the package for submittal and approval by WSDOT:

- Concise cover sheet (stamped)
- Updated basis of design and list of variances (if applicable)
- Supplements to the design approval documents (if applicable)
- Final environmental documentation
- Updated cost estimate

Subtask 8.3. Hydraulic Report Documentation

The consultant will develop the required hydraulic and highway runoff reports necessary per the WSDOT *Hydraulic Manual* and *Highway Runoff Manual*. Elements may include the following:

- Hydraulic report contents that meet the WSDOT Hydraulic Report Review Checklist
- *Hydraulic Manual* and *Highway Runoff Manual* deviated elements
- Design tools and analysis for the hydraulic design

The consultant will coordinate with the City and WSDOT for final requirements of the report after a preferred alternative has been selected.

Assumptions

- WSDOT procedures and approvals are required per the pertinent WSDOT manuals.
- WSDOT will be involved in the review and approval of documentation. This includes addressing review comments by WSDOT and the City.
- A formal channelization plan will be required for intersection changes.
- An access justification report is not required for the project.

Deliverables

- Draft and final project development approval (at 90% design phase)
- Draft and final hydraulic report (first submittal at 60% phase, final at 90% phase)
- Intersection plans for approval (at 90% design phase)

Task 9. Design Engineering

The consultant team will be responsible to provide design engineering services for the deliverables outlined below for the following submittals:

- 60% submittal
- 90% submittal
- Final submittal
- QA/QC

Subtask 9.1. 30% Design (Preliminary)

The consultant will develop preliminary documents to the 30% design stage. These documents will be used to assist with the permit process. Review documents will consist of drawings, and a preliminary opinion of probable construction cost. At this design level, the overall design layout, footprint, and geometrics of the project are established, and all decisions required to generate construction details have been made.

- Develop corridor Infracore model and flight path for use in public outreach

The 30% plans shall include:

- Cover sheet (1 page)
- Civil legend sheet (1 page)
- Typical sections (4 pages)
- Plan over profile sheets showing basic roadway geometry information and preliminary stormwater layout (11 page)
- Strip map
 - Plan over profile strip map showing basic roadway geometry information and incorporating recommended intersection geometry, lane configurations, pedestrian crossing, and median locations and access management implementation, and conceptual storm layout

Subtask 9.2. 60% Design (PS&E)

The consultant will address review comments on the 30% plans and develop construction documents to the 60% design stage. These documents will consist of plans, a bid item list, and an opinion of probable construction cost.

The 60% plans shall include:

- Cover sheet (1 page)
- General notes and legend sheet (3 pages)
- Typical sections (5 pages)
- Construction staging plans (9 pages)
- Construction signing plan (1 page)
- Site-specific traffic control plans (2 pages)
- Site prep/demolition plans (5 pages)
- Erosion control and grading plans (5 pages)
- Erosion control notes detail sheets (2 pages)
- Plan over profile sheets showing basic roadway geometry information and stormwater layout (11 pages)
- Intersection/roundabout layouts (10 pages)
- Grading sheets (18 pages)
- Stormwater crossing profiles (4 pages)
- Stormwater facility plan and detail sheet (2 pages)
- Water plan, profile and details (11 pages)
- Joint utility trench plan for undergrounding of overhead utilities (10 pages)
- Overall retaining wall site map (per Task 7)

- Structural notes (per Task 7)
 - Special inspections and abbreviations (per Task 7)
 - Structural typical Details (per Task 7)
 - Structural retaining wall elevations (per Task 7)
 - Structural sections and schedules (per Task 7)
 - Structural details (per Task 7)
 - Signing and striping plans (per Task 6)
 - Signing and striping details (per Task 6)
 - RRFB plans and details (per Task 6)
 - Illumination plans (per Task 6)
 - Signal removal plans (per Task 6)
 - Landscape plans (6 pages)
 - Landscape detail sheets (6 pages)
 - Miscellaneous details sheet (5 pages)
1. Detailed geometric layout of intersection and grading for Americans with Disabilities Act (ADA) purposes.
 2. Updated cut and fill line determination.
 3. Updated stormwater analysis using HydroCAD software, basin delineation map, and storm system layout, as well as a preliminary stormwater/hydrology report.
 4. Calculate quantities and prepare a 60% engineer's estimate of construction costs shown on the civil plans.
 5. Submit 60% plan set and cost estimate for review.

Deliverables

- 60% plans and cost estimates (three hard copies of the plans sized 11"x17"), a PDF of the plan set, and a cost estimate)
- Preliminary Stormwater/Hydrology Report

Subtask 9.3. 90% Design (PS&E)

The consultant will address review comments from the 60% plans and develop construction documents to the 90% design stage. These documents will consist of plans, specifications, a bid item list, an opinion of probable construction cost, and an anticipated construction schedule.

The 90% plan set shall include the following sheets:

- Cover sheet (1 page)
- General notes and legend sheet (3 pages)
- Typical sections (5 pages)
- Construction staging plans (9 pages)
- Construction signing plan (1 page)
- Site-specific traffic control plans (2 pages)
- Site prep/demolition plans (5 pages)

- Erosion control and grading plans (5 pages)
 - Erosion control notes detail sheets (2 pages)
 - Plan over profile sheets showing basic roadway geometry information and stormwater layout (11 pages)
 - Intersection/roundabout layouts (10 pages)
 - Grading sheets (17 pages)
 - Stormwater crossing profiles (4 pages)
 - Stormwater facility plan and detail sheet (2 pages)
 - Water plan, profile and details (11 pages)
 - Joint utility trench plan for undergrounding of overhead utilities (10 pages)
 - Overall retaining wall site map (per Task 7)
 - Structural notes (per Task 7)
 - Special inspections and abbreviations (per Task 7)
 - Structural typical Details (per Task 7)
 - Structural retaining wall elevations (per Task 7)
 - Structural sections and schedules (per Task 7)
 - Structural details (per Task 7)
 - Signing and striping plans (per Task 6)
 - Signing and striping details (per Task 6)
 - RRFB plans and details (per Task 6)
 - Illumination plans (per Task 6)
 - Signal removal plans (per Task 6)
 - Landscape plans (6 pages)
 - Landscape detail sheets (6 pages)
 - Preliminary irrigation plans (7 Pages)
 - Preliminary irrigation detail sheets (3 pages)
 - Miscellaneous details sheet (5 pages)
 - Standard detail sheets (6 pages)
1. Compile stormwater analysis from 60%, update the analysis to match the 90% level design, and prepare the updated stormwater/hydrology report.
 2. Compute quantities and prepare an engineer's estimate of construction costs shown on the plans. Identify which bid items will require special provisions.
 3. Prepare 90% level project specifications including current WSDOT amendments as well as GSP's and special provisions necessary for this project.
 4. Submit the 90% plan set, specifications, draft construction schedule, and cost estimate for review

Deliverables

- 90% plans, specifications, and cost estimates (three hard copies of the plans sized 11"x17", a PDF of the plan set, specifications, draft construction schedule, and cost estimate)
- Updated stormwater/hydrology report

Subtask 9.4. Final Design (PS&E)

The consultant will address review comments from the 90% plans and develop construction documents to the final design submittal. These documents will consist of plans, specifications, a bid item list, an opinion of probable construction cost, and an anticipated construction schedule. Final documents will be sealed as appropriate for jurisdictional engineering review.

Address the 90% comments. Final design phase plan set shall include:

- Cover sheet (1 page)
 - General notes and legend sheet (3 pages)
 - Typical sections (5 pages)
 - Construction staging plans (9 pages)
 - Construction signing plan (1 page)
 - Site-specific traffic control plans (2 pages)
 - Site prep/demolition plans (5 pages)
 - Erosion control and grading plans (5 pages)
 - Erosion control notes detail sheets (2 pages)
 - Plan over profile sheets showing basic roadway geometry information and stormwater layout (11 pages)
 - Intersection/roundabout layouts (10 pages)
 - Grading sheets (17 pages)
 - Stormwater crossing profiles (4 pages)
 - Stormwater facility plan and detail sheet (2 pages)
 - Water plan, profile and details (11 pages)
 - Joint utility trench plan for undergrounding of overhead utilities (10 pages)
 - Overall retaining wall site map (per Task 7)
 - Structural notes (per Task 7)
 - Special inspections and abbreviations (per Task 7)
 - Structural typical Details (per Task 7)
 - Structural retaining wall elevations (per Task 7)
 - Structural sections and schedules (per Task 7)
 - Structural details (per Task 7)
 - Signing and striping plans (per Task 6)
 - Signing and striping details (per Task 6)
 - RRFB plans and details (per Task 6)
 - Illumination plans (per Task 6)
 - Signal removal plans (per Task 6)
 - Landscape plans (6 pages)
 - Landscape detail sheets (6 pages)
 - Preliminary irrigation plans (7 Pages)
 - Preliminary irrigation detail sheets (3 pages)
 - Miscellaneous details sheet (5 pages)
 - Standard detail sheets (6 pages)
1. Address preliminary stormwater report comments and submit the final stormwater report for approval.
 2. Prepare final special provisions as needed for nonstandard items shown on the plans and compile the

project specifications.

3. Compute quantities and prepare an engineer's estimate of construction costs.
4. Submit 100% plans, special provisions, and estimate for review
5. Address City review comments regarding the plans, specs, and estimate.
6. Preparation of the project NPDES permit application and posting the Notice of Intent (NOI) in an appropriate local newspaper.
7. Preparation of the project SWPPP.

Deliverables

- Copy of SWPPP
- 100% plans, special provisions, construction schedule, and estimate
- Final stormwater report
- Bid documents

Subtask 9.5. QA/QC

The consultant will provide QA/QC for design work in accordance with the consultant's QA/QC program. The consultant will provide senior-level design and construction personnel to review plan submittals and provide technical support.

Task 10. Utility Coordination

Task 10.1. Utility Coordination

- Contact utilities within the project limits and obtain existing system mapping. Review mapping for consistency with the project base map.
- Conduct a utility reconnaissance of the project corridor to determine visual evidence of underground and aboveground utility facilities and confirm utility-provided facility maps and project base map completeness.
- Identify and discuss with each utility special requirements associated with their facility relocation or modification.

Subtask 10.1.1. Utility Meetings

Organize and facilitate up to 10 group utility meetings to provide updated project information. Such meetings will address known facilities, potential for impact, timing requirements for potential relocations, and initial information of reimbursable requirements. Meetings will also allow the exchange of each utility's relocation plans with the other utilities to maximize compatibility of relocation designs and utility and roadway construction sequencing. Prepare and transmit meeting agendas and meeting summaries to utility representatives and City and consultant team members.

Subtask 10.1.2. Conflict Identification, Analysis, and Recommended Resolution

Identify and analyze utility conflicts, compile and distribute utility conflict lists involving aboveground, surface, and underground conflicts, and make conflict resolution recommendations to utilities.

Produce utility conflict plan sheets based on preliminary (60%) design plans and accompanying utility conflict spreadsheets indicating conflict item number, type of utility, conflict status, average cover during and after construction, whether utility is in or out of public right-of-way, and comments. Assume six different utility operators.

- Revise conflict analysis and conflict spreadsheets based on 90% design plans
- Revise conflict analysis and conflict spreadsheets based on 100% design plans

Subtask 10.1.3. Conflict Notification and Utility Relocations

Notify the impacted utilities and coordinate the efforts of the utility agencies in developing and executing a plan for relocating utilities to resolve conflicts with the project design. As part of that effort:

- Prepare and deliver to each involved utility owner a Conflict Notice with attached conflict list and map. Assume up to six different utility operators. The notice shall require a utility response in the form of a proposed facility adjustment plan and schedule to complete the utility work. Allow each utility a 30-day period to respond with a proposal from the date of the notice.
- Review the utilities' proposed relocation plans to verify that identified conflict items are addressed and that the plans accommodate and conform to the construction requirements for the project. Provide written approval of each utility's relocation plan. Up to nine total reviews will be performed for the utilities' relocation plans (average 1.5 per utility).

Assumptions

- The City will provide utility plans, geographic information system (GIS), and other supporting documents for City utilities within the project corridor
- Utility design location fees, if any, are not included in the consultant's costs and will be paid by the City if required.
- Utilities will provide as-built system maps of their facilities within the project corridor.
- Additional ROW and/or easements that may be required for relocated utilities, is the responsibility of the utilities or the City in the event of prior rights.

Deliverables

- Meeting agendas and summaries for each utility meeting (10 total).
- 30% submittal—Existing utilities identified and marked up on survey basemapping.
- Utility conflict memorandum at 60% plans
- Conflict Notice letters and attachments for each utility
- 90% and 100% utility conflict analysis based on design plans
- Review and comments on utility relocation plans
- Joint utility trench coordination (assumes up to six utility companies)
- Pothole coordination and reports for up to 80 potholes

Task 11. Public Involvement

This task includes coordinated public and stakeholder involvement, including stakeholder interviews, open houses, communication and promotion, as well as city council updates. All outreach efforts are designed to engage the residents of Camas, visitors to the recreation areas in the vicinity of the project, agencies involved

with the project, and owners of nearby properties and businesses who will be interested in or impacted by the project.

Task 11.1. Public Involvement Plan

Following the kick-off meeting, the consultant and the City will meet for a public involvement-focused meeting, from which the consultant will develop a public involvement plan (PIP) to guide outreach efforts. The PIP will include the following elements:

- Public involvement goals, strategies, timing, and project team roles and responsibilities
- Project stakeholder list with contact information
- Aerial map label with property owners and businesses.
- 4' x 8' double-sided project board in project area (PBS to coordinate)

Assumptions

- This task includes one two-hour public involvement kickoff meeting with the City attended by public involvement staff, project manager, and project engineer (two PBS staff).
- The City will conduct one round of review on the draft PIP.
- The City will recommend stakeholders to engage in the outreach process.
- The City will conduct one round of City review of the project board.
- 4' x 8' project board at the intersection will be expensed to the City.
- This task includes up to three one-hour public involvement coordination meetings with the City (two PBS staff) to prepare for the open houses.

Deliverables

- Stakeholder list with contact information (XLS)
- Property and business ownership aerial map (PDF)
- Draft and final PIP (XLS, PDF)
- Draft and final project board design (PDF)
- 4' x 8' double-sided project board

Task 11.2. Stakeholder Interviews

To gain an early understanding of key concerns from owners of property and businesses who may be directly interested in or impacted by the project, the consultant will conduct up to 60 stakeholder interviews.

Assumptions

- PBS will develop a list of up to 60 stakeholders to be interviewed, for City approval.
- PBS will create a stakeholder invitation in letter and email formats.
- The City will reach out to stakeholders by letter and/or email and will cover any related printing and postage.
- The City will handle stakeholder correspondence, including interest, RSVPs, and questions.

- The City will assist with securing a meeting space and setting up virtual meetings and will cover the costs of any associated fees.
- The City will conduct one round of City review of the interview questions.
- Up to two PBS staff will conduct up to sixty 45-minute one-on-one interviews.
- Make-up interviews will be held virtually.
- PBS will prepare a summary of comments, findings, and key observations.

Deliverables

- Recommended stakeholder interview list (XLS)
- Draft and final stakeholder invitation email and letter (Word, PDF)
- Draft and final interview questions (Word, PDF)
- Draft and final summary (Word, PDF)

Task 11.3. Open Houses (3)

The consultant team will assist the City in hosting three community open houses at major milestones in the design process. The events will provide those interested in or affected by the project with the opportunity to learn about the project and ask questions.

Assumptions

- The City will be responsible for securing the venue and covering any costs.
- Open houses are anticipated to last two hours. Setup and cleanup are anticipated to last one hour.
- The City will provide key staff to attend the event.
- Up to five Consultant staff will set up, attend, and clean up the open houses.
- PBS will create an event plan, sign-in sheets, comment forms, up to eight project boards or strip maps, a project handout, and a PowerPoint presentation for each open house, along with copies of materials and summaries from previous open houses for this project phase.
- PBS will create up to two online surveys on Engage Camas to further gather public input.
- The City will conduct one round of review on all materials.
- A mailer for each open house will be created and distributed under subtask 11.4.
- PBS will create event summaries for each open house.
- PBS will post event materials and summaries to the project website following each open house.

Deliverables

- Draft and final event plan, sign-in sheets, comment forms, and project handout for each open house (Word, PDF)
- Draft and final presentation, three (PDF)
- Draft and final project boards or strip maps, up to eight for three events (PDF)

- Draft and final summaries, three (PDF)

Task 11.4. Communications and Promotion

The consultant will work with the City Communications Director to communicate about the project and promote participation opportunities.

Assumptions

- PBS will provide social media graphics with a written blurb up to 30 times throughout the course of the project. These graphics and blurbs can be reused as Engage Camas content.
- All materials will be provided in English.
- The City will set up a project page on EngageCamas.com and give editing rights to the consultant for posting project information and updates.
- The City will field and respond to questions submitted through the Q&A tool on the webpage.
- The City will post to social media.
- PBS will create a mailer publicizing each of the open houses.
- The City will use the social media/Engage Camas blurb to send an email to those who have signed up for project updates on Engage Camas.
- The City will determine the mailer format and mailing list, oversee printing, and cover printing and postage costs.
- The City will respond to all media inquiries and serve as the public information officer for this project.
- The City may further publicize the project and participation opportunities through local media, partner organizations, and postings at City facilities.

Deliverables

- Draft and final social media/website posts, up to 30 (Word)
- Draft and final mailers (PDF)

Task 11.5. City Council Updates

Following each open house, project staff will attend a City Council Workshop to relay what we have heard and to gather feedback on next steps.

Assumptions

- One PBS team member will support City staff in presenting to the city council with a PowerPoint presentation.
- Attendance will be up to two hours.
- The City will print and distribute any printed materials needed.

Deliverables

- Three draft and final presentations (PowerPoint)

Task 12. Right-of-Way

Task 12.1. PBS Right-of-Way Support

Not currently included.

Task 12.2. Right-of-Way Acquisition

Not currently included.

Task 13. Construction Management

Subtask 13.1. Bid Support

Not currently included.

CITY DELIVERABLES TO THE CONSULTANT

City-Provided Information

Project Coordination

The City will assist the consultant in managing relationships with other jurisdictions involved in the project, adjacent property owners, and the public. The City will provide staff to meet and discuss the project with the consultant as needed. The City will provide written comments pertaining to the design submittals.

Right of Entry Permits

The City will obtain the right of access to private parcels for all project developments. The consultant shall coordinate access.

Utility List

The City will provide the consultant with a list of local contacts for utilities within the project limits. Design and plan preparation for the addition or relocation of utilities within the project limits will be done by others.

Street Light and Traffic Signal Requirements

The City will provide the illumination type, the minimum illumination levels and uniformity ratios to be used in the project design.

Exhibit B

DBE Participation Plan

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

This project has a mandatory DBE utilization goal of 13%. See below for how this goal will be met.

Professional Services:

Cooper Zietz Engineers, Inc DBA Akana (Structural Engineering) – \$ \$311,118.28

Michael Minor and Associates (Noise) - \$19,829.54

Vendors:

D&H Flagging (Flagging) – \$16,500

Western States Soil Conservation (Geotechnical Drilling) – \$35,000

Total DBE Utilization amount = \$382,447.82

Total Contract Amount = \$ \$2,122,462.70

Total DBE Utilization Percent > 13%

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

Digital Terrain Model (DTM) and AutoCAD Civil 3D 2018

B. Roadway Design Files

AutoCAD Civil 3D 2018

C. Computer Aided Drafting Files

AutoCAD Civil 3D 2018

D. Specify the Agency's Right to Review Product with the Consultant
The agency has the right to review products produced for this project by the Consultant

E. Specify the Electronic Deliverables to Be Provided to the Agency
See Scope of work appendix A

F. Specify What Agency Furnished Services and Information Is to Be Provided
See Scope of work appendix A

II. Any Other Electronic Files to Be Provided
None

III. Methods to Electronically Exchange Data
E-mail and FTP site

A. Agency Software Suite
None

B. Electronic Messaging System
None

C. File Transfers Format
None

Exhibit D
Prime Consultant Cost Computations



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

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

July 11, 2024

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

Subject: Acceptance FYE 2023 ICR – CPA Report

Dear Nicole Edmondson:


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

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

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

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

Regards,


[Schatzie Harvey \(Jul 15, 2024 07:43 PDT\)](#)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH: sms



Actuals Not To Exceed Table (ANTE)

WSDOT Agreement: LA10972
 PBS Engineering and Environmental LLC
 1325 SE Tech Center Drive, Suite 140
 Vancouver, WA 98683

Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE	Fixed Fee NTE	All Inclusive Max Hourly Billing Rate NTE	Negotiated Billing Rate NTE
		180.66%	30.00%		
Engineering Technician	\$25.00	\$45.17	\$7.50	\$77.67	77
Engineering Technician II	\$39.75	\$71.81	\$11.93	\$123.49	120
Engineering Staff I	\$38.22	\$69.05	\$11.47	\$118.73	118
Engineering Staff II	\$46.63	\$84.24	\$13.99	\$144.86	144
Engineering Staff III	\$54.40	\$98.28	\$16.32	\$169.00	168
Engineer IV	\$57.69	\$104.22	\$17.31	\$179.22	178
Engineer V	\$63.70	\$115.08	\$19.11	\$197.89	190
Engineer VI	\$66.83	\$120.74	\$20.05	\$207.61	205
Engineer VII	\$74.52	\$134.63	\$22.36	\$231.50	225
Engineer VIII	\$117.69	\$212.62	\$35.31	\$365.62	240
Structural Project Engineer V	\$64.90	\$117.25	\$19.47	\$201.62	201
Sr. Structural Project Engineer VI	\$84.62	\$152.87	\$25.39	\$262.88	235
Structural Project Manager VII	\$83.33	\$150.54	\$25.00	\$258.87	250
Sr. Structural Project Manager VIII	\$90.87	\$164.17	\$27.26	\$282.30	265
Principal Engineer	\$100.96	\$182.39	\$30.29	\$313.64	270
Design Technician I	\$41.67	\$75.28	\$12.50	\$129.45	125
Design Technician II	\$37.50	\$67.75	\$11.25	\$116.50	116
Design Technician III	\$47.34	\$85.52	\$14.20	\$147.07	142
Design Technician IV	\$50.00	\$90.33	\$15.00	\$155.33	155
Engineering Geologist I	\$51.67	\$93.35	\$15.50	\$160.52	115
Engineering Geologist II	\$59.00	\$106.59	\$17.70	\$183.29	177
Landscape/Planning I	\$35.00	\$63.23	\$10.50	\$108.73	105
Landscape/Planning II	\$38.34	\$69.27	\$11.50	\$119.11	115
Landscape/Planning III	\$42.34	\$76.49	\$12.70	\$131.53	127
Landscape/Planning IV	\$48.50	\$87.62	\$14.55	\$150.67	142
Landscape/Planning V	\$54.09	\$97.72	\$16.23	\$168.04	162
Landscape/Planning VI	\$61.67	\$111.41	\$18.50	\$191.58	185
Landscape/Planning VII	\$64.90	\$117.25	\$19.47	\$201.62	201
Construction Inspector I	\$39.34	\$71.07	\$11.80	\$122.21	118
Construction Inspector II	\$43.34	\$78.30	\$13.00	\$134.64	130
Construction Inspector III	\$41.20	\$74.43	\$12.36	\$127.99	127
Construction Inspector IV	\$50.00	\$90.33	\$15.00	\$155.33	155
Construction Inspector V	\$57.34	\$103.59	\$17.20	\$178.13	172
Construction Inspector VI	\$63.34	\$114.43	\$19.00	\$196.77	190
Construction Manager I	\$61.67	\$111.41	\$18.50	\$191.58	185
Construction Manager II	\$63.34	\$114.43	\$19.00	\$196.77	195
Construction Manager III	\$61.67	\$111.41	\$18.50	\$191.58	191
Construction Manager IV	\$71.67	\$129.48	\$21.50	\$222.65	215
Survey I	\$28.00	\$50.58	\$8.40	\$86.98	86



**Washington State
Department of Transportation**

Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE	Fixed Fee NTE	All Inclusive Max Hourly Billing Rate NTE	Negotiated Billing Rate NTE
		180.66%	30.00%		
Survey II	\$40.80	\$73.71	\$12.24	\$126.75	126
Survey III	\$43.25	\$78.14	\$12.98	\$134.36	134
Survey IV	\$44.23	\$79.91	\$13.27	\$137.40	137
Survey V	\$51.67	\$93.35	\$15.50	\$160.52	155
Survey VI	\$67.31	\$121.60	\$20.19	\$209.11	175
Survey VII	\$72.12	\$130.29	\$21.64	\$224.05	200
Survey 1-Person Crew*	\$52.48	\$94.81	\$15.74	\$163.03	162
Survey 2-Person Crew*	\$71.26	\$128.74	\$21.38	\$221.38	220
Survey 3-Person Crew*	\$87.46	\$158.01	\$26.24	\$271.70	270
Unmanned Aerial Sys Operator I*	\$34.00	\$61.42	\$10.20	\$105.62	152
Unmanned Aerial Sys Operator II*	\$36.00	\$65.04	\$10.80	\$111.84	165
Unmanned Aerial Sys Operator III*	\$45.96	\$83.03	\$13.79	\$142.78	195
Industrial Hygienist/Monitor	\$32.00	\$57.81	\$9.60	\$99.41	90
Ind. Hygienist/AHERA Inspector I	\$32.10	\$57.99	\$9.63	\$99.72	99
Ind. Hygienist/AHERA Inspector II	\$34.00	\$61.42	\$10.20	\$105.62	105
Certified Industrial Hygienist I	\$46.67	\$84.31	\$14.00	\$144.99	140
Certified Industrial Hygienist II	\$67.31	\$121.60	\$20.19	\$209.11	180
Sr. Industrial Hygienist I	\$52.88	\$95.53	\$15.86	\$164.28	150
Sr. Industrial Hygienist II	\$67.31	\$121.60	\$20.19	\$209.11	165
Trainer/Safety Specialist	\$54.60	\$98.64	\$16.38	\$169.62	135
Project Designer/Planner	\$38.46	\$69.48	\$11.54	\$119.48	119
Project Manager (IH)	\$47.00	\$84.91	\$14.10	\$146.01	135
Sr. Project Manager (IH)	\$55.29	\$99.89	\$16.59	\$171.76	155
Principal – Industrial Hygiene	\$117.69	\$212.62	\$35.31	\$365.62	210
Field Technician I	\$30.00	\$54.20	\$9.00	\$93.20	90
Field Technician II	\$31.67	\$57.22	\$9.50	\$98.39	95
Field Scientist/Planner	\$31.67	\$57.22	\$9.50	\$98.39	95
Staff Scientist/Planner I	\$35.00	\$63.23	\$10.50	\$108.73	105
Staff Scientist/Planner II	\$36.80	\$66.48	\$11.04	\$114.32	114
Project Scientist/Planner I	\$41.40	\$74.79	\$12.42	\$128.61	128
Project Scientist/Planner II	\$43.34	\$78.30	\$13.00	\$134.64	134
Project Scientist/Planner III	\$50.00	\$90.33	\$15.00	\$155.33	150
Sr. Scientist/Planner I	\$56.49	\$102.05	\$16.95	\$175.49	175
Sr. Scientist/Planner II	\$62.50	\$112.91	\$18.75	\$194.16	190
Principal Scientist/Planner	\$84.81	\$153.22	\$25.44	\$263.47	225
Staff Environmental Regulatory Specialist	\$33.00	\$59.62	\$9.90	\$102.52	102
Project Environmental Regulatory Specialist	\$45.90	\$82.92	\$13.77	\$142.59	135
Sr. Environmental Regulatory Specialist	\$58.65	\$105.96	\$17.60	\$182.20	170
Project Environmental Compliance Monitor	\$45.90	\$82.92	\$13.77	\$142.59	135
Sr. Environmental Compliance Monitor	\$55.00	\$99.36	\$16.50	\$170.86	155
Staff Geologist I	\$32.00	\$57.81	\$9.60	\$99.41	99
Staff Geologist II	\$34.49	\$62.31	\$10.35	\$107.15	107
Project Geologist I	\$36.26	\$65.51	\$10.88	\$112.65	112
Project Geologist II	\$38.94	\$70.35	\$11.68	\$120.97	120
Sr. Geologist I	\$51.67	\$93.35	\$15.50	\$160.52	155



**Washington State
Department of Transportation**

Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE	Fixed Fee NTE	All Inclusive Max Hourly Billing Rate NTE	Negotiated Billing Rate NTE
		180.66%	30.00%		
Sr. Geologist II	\$54.95	\$99.27	\$16.49	\$170.71	170
Sr. Geologist III	\$65.00	\$117.43	\$19.50	\$201.93	195
Sr. Geologist IV	\$70.00	\$126.46	\$21.00	\$217.46	217
Principal Geologist	\$75.00	\$135.50	\$22.50	\$233.00	232
Project Hydrogeologist I	\$43.34	\$78.30	\$13.00	\$134.64	130
Project Hydrogeologist II	\$46.67	\$84.31	\$14.00	\$144.99	140
Sr. Hydrogeologist I	\$53.34	\$96.36	\$16.00	\$165.71	160
Sr. Hydrogeologist II	\$60.00	\$108.40	\$18.00	\$186.40	180
Sr. Hydrogeologist III	\$65.00	\$117.43	\$19.50	\$201.93	195
Sr. Hydrogeologist IV	\$79.67	\$143.93	\$23.90	\$247.50	230
Principal Hydrogeologist	\$85.00	\$153.56	\$25.50	\$264.06	255
Project Manager (Env)	\$40.00	\$72.26	\$12.00	\$124.26	124
Sr. Project Manager I	\$45.18	\$81.62	\$13.55	\$140.36	140
Sr. Project Manager II	\$55.29	\$99.89	\$16.59	\$171.76	165
Sr. Project Manager III	\$60.66	\$109.59	\$18.20	\$188.45	180
Sr. Project Manager IV	\$64.00	\$115.62	\$19.20	\$198.82	195
Sr. Project Manager V	\$66.59	\$120.30	\$19.98	\$206.87	206
Sr. Project Manager VI	\$76.92	\$138.96	\$23.08	\$238.96	230
Administration I	\$30.00	\$54.20	\$9.00	\$93.20	93
Administration II	\$34.25	\$61.88	\$10.28	\$106.40	105
Administration III	\$46.35	\$83.74	\$13.91	\$143.99	115
Project Administrator I	\$33.00	\$59.62	\$9.90	\$102.52	100
Project Administrator II	\$34.00	\$61.42	\$10.20	\$105.62	105
Project Administrator III	\$38.52	\$69.59	\$11.56	\$119.67	119
Project Administrator IV	\$48.08	\$86.86	\$14.42	\$149.37	130
CAD/MicroStation Tech I	\$36.67	\$66.25	\$11.00	\$113.92	110
CAD/MicroStation Tech II	\$32.00	\$57.81	\$9.60	\$99.41	99
CAD Manager	\$47.33	\$85.51	\$14.20	\$147.04	140
Writer/Editor I	\$37.40	\$67.57	\$11.22	\$116.19	115
Writer/Editor II	\$54.66	\$98.75	\$16.40	\$169.81	135
Graphic Artist	\$48.54	\$87.69	\$14.56	\$150.79	120
IT/Database Management	\$58.61	\$105.88	\$17.58	\$182.08	130
GIS Analyst I	\$36.67	\$66.25	\$11.00	\$113.92	110
GIS Analyst II	\$45.96	\$83.03	\$13.79	\$142.78	130
GIS Analyst Manager	\$50.00	\$90.33	\$15.00	\$155.33	150
Grant Writer	\$50.00	\$90.33	\$15.00	\$155.33	150
Public Involvement I	\$35.00	\$63.23	\$10.50	\$108.73	105
Public Involvement II	\$40.00	\$72.26	\$12.00	\$124.26	120
Public Involvement III	\$45.00	\$81.30	\$13.50	\$139.80	135
Public Involvement IV	\$60.58	\$109.44	\$18.17	\$188.20	155
Public Involvement Manager	\$70.97	\$128.21	\$21.29	\$220.48	175

Notes:

Overhead percentage includes 0.97% Facilities Capital Cost of Money.

*Survey Crew and UAS Operator Rates Include Equipment Cost

Exhibit E
Sub-consultant Cost Computations

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

Archaeological Investigations Northwest, Inc.

CLIENT: PBS/City of Camas

Project Name: Everett St

Date: 1/8/2025

JOB CLASSIFICATIONS:		Director	Environ. Planner 5	Senior Graphic Designer	Deputy	Environ. Planner 2	Administrative Assistant 5	Environ. Spec. 5	Environ. Spec. 3	Transportation Planning Tech 1	Hours	Labor	Expenses	Total
Task	Description	Officer/Senior Archaeologist	APM / PM / Senior Archaeo.	GIS - Graphics Senior Level Staff	PM/Senior Architectural Historian	Supervising Archaeo.	Project Admin / Project Assistant / Research	Architectural Historian	Staff Archaeo.	Archaeo. Assistant				
	APE Letter and SEPA Assistance		10	2		10	1				23	\$4,077.15	\$0.00	\$4,077.15
	Geotechnical Monitoring		2	1		10			10		23	\$3,075.53	\$42.00	\$3,117.53
	Archaeological survey		32	1		27	1		48		109	\$16,287.48	\$21.00	\$16,308.48
	Historic survey		2	1	16			16			35	\$5,609.95	\$42.00	\$5,651.95
	Draft Report & 1 site form, 10 HPI forms		16	6	12	21	6	30			91	\$14,415.98	\$0.00	\$14,415.98
	Total Labor Hours	0	62	11	28	68	8	46	58		281			
	Labor Rates	\$0.00	\$220.67	\$190.69	\$181.39	\$134.92	\$139.87	\$129.73	\$109.43	\$0.00				
	Total Labor	\$0.00	\$13,681.54	\$2,097.59	\$5,078.92	\$9,174.56	\$1,118.96	\$5,967.58	\$6,346.94	\$0.00	\$43,466.09	\$43,466.09	\$105.00	\$43,571.09
	DIRECT EXPENSES monitoring	Each	Qty	Total										
	Vehicle Mileage 2x30 mi RT	\$0.70	60	\$42.00										
	TOTAL EXPENSES TASK			\$42.00										
	DIRECT EXPENSES AR survey	Each	Qty	Total										
	Vehicle Mileage 1x30 mi RT	\$0.70	30	\$21.00										
	TOTAL EXPENSES TASK			\$21.00										
	DIRECT EXPENSES HR survey	Each	Qty	Total										
	Vehicle Mileage 2x30 mi RT	\$0.70	60	\$42.00										
	TOTAL EXPENSES TASK			\$42.00										
	DIRECT EXPENSES contingency	Each	Qty	Total										
	Vehicle Mileage 1x30 mi RT	\$0.70	30	\$21.00										
	TOTAL EXPENSES TASK			\$21.00										
	TOTAL EXPENSES			\$84.00										
	GRAND TOTAL w/o contingency										\$43,466.09	\$105.00	\$43,571.09	
	GRAND TOTAL w/contingency										\$43,466.09	\$105.00	\$43,571.09	



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

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

August 30, 2024

Archaeological Investigations Northwest, Inc.
3510 NE 122nd Ave
Portland, OR 97230

Subject: Acceptance FYE 2023 ICR – Risk Assessment Review

Dear Bill Parietti:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2023 ICR of 169.82%. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards,


Schatzie Harvey
Schatzie Harvey (Aug 30, 2024 12:51 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:sms

Actuals Not To Exceed Table (ANTE)

WSDOT Agreement
 Archaeological Investigations Northwest, Inc.
 3510 NE 122nd Avenue
 Portland, OR 97230

AINW Job Classification	WSDOT Labor Classification Title	Direct Labor Hourly Billing Rate 2024 NTE	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
			169.82%	30.00%	
Project Admin/Project Assistant/Research	Administrative Assistant 5	\$46.65	\$79.22	\$14.00	\$139.87
PM/Senior Architectural Historian	Deputy	\$60.50	\$102.74	\$18.15	\$181.39
Officer/Senior Archaeologist	Director	\$82.00	\$139.25	\$24.60	\$245.85
Supervising Archaeologist	Environmental Planner 2	\$45.00	\$76.42	\$13.50	\$134.92
APM/PM/Senior Archaeologist	Environmental Planner 5	\$73.60	\$124.99	\$22.08	\$220.67
Staff Archaeologist	Environmental Specialist 3	\$36.50	\$61.98	\$10.95	\$109.43
Architectural Historian	Environmental Specialist 5	\$43.27	\$73.48	\$12.98	\$129.73
GIS-Graphics Senior Level Staff	Senior Graphic Designer	\$63.60	\$108.01	\$19.08	\$190.69
Archaeological Assistant	Transportation Planning Technician 1	\$20.00	\$33.96	\$6.00	\$59.96
<i>Blank</i>	<i>Blank</i>		\$0.00	\$0.00	\$0.00
4/1/2024	9/12/2024		\$0.00	\$0.00	\$0.00

PROJECT: SR500 Everett Street Improvements; City of Camas (Civil and Structural Fees)

CLIENT: PBS

Task Descriptions	Cooper Zietz Engineers, Inc. DBA Akana												TOTAL HOURS	LABOR COST	Labor	Expenses	Total Cost
	Civil/Struct	Civil	Civil	Civil	Structural	Structural	Civil	Structural	Civil	Structural	Tech	PC					
	Principal	Project Manager	Engineer IV	Engineer III	Engineer IV	Engineer II	Engineer II	Engineer II	CAD/GIS Tech, Senior	CAD/GIS Tech, Senior	Technical Writer	Project Coordinator					
Task 1: Information Collection/Project Management and Meetings																	
Task 1a - Project Kick-Off project set up	2	2	2	2	2	2	2	2	2	2		4	24	\$4,903.68	\$4,903.68	\$0.00	\$4,903.68
Task 1b - Information collection from survey contractors, utilities from Camas and Clark County, proposed alignment project engineers	2	2	2	8		8	40	8	18	12		2	102	\$17,393.36	\$17,393.36	\$0.00	\$17,393.36
Task 1c - Site Walk		8		8		8	8					2	34	\$6,762.38	\$6,762.38	\$300.00	\$7,062.38
Task 1d - Project Engineering Team Meetings	4	48		48		48						12	160	\$34,667.76	\$34,667.76	\$0.00	\$34,667.76
Task 1 Totals	8	60	4	66	2	66	50	10	20	14	0	20	320	\$63,727.18	\$63,727.18	\$300.00	\$64,027.18
Task 2: Concept Design (30%)																	
Task 2a - Overall Site Plan and Structural Calculations	2	4		5		8	12	16	19	16		1	83	\$14,131.55	\$14,131.55	\$0.00	\$14,131.55
Task 2b - Everett Street: Plan, Profile and Structural Elevations	2	4		12		16	36	32	32	32		1	167	\$27,887.85	\$27,887.85	\$0.00	\$27,887.85
Task 2c - Side Streets: Plan, Profile and Structural Elevations	2	4		12		8	18	16	18	16		1	95	\$16,446.97	\$16,446.97	\$0.00	\$16,446.97
Task 2d - QA/QC	2	8	22	4	8	4	8	2	16	2		1	77	\$16,271.71	\$16,271.71	\$0.00	\$16,271.71
Task 2 Totals	8	20	22	33	8	36	74	66	85	66	0	4	422	\$74,738.08	\$74,738.08	\$0.00	\$74,738.08
Task 3: Schematic Design (60%)																	
Task 3a - Overall Site Plan and Structural Calculations	2	4		2		12	4	20	4	20		1	69	\$12,114.93	\$12,114.93	\$0.00	\$12,114.93
Task 3b - Everett Street: Plan, Profile and Structural Elevations	2	4		4		20	8	40	8	40		1	127	\$21,552.89	\$21,552.89	\$0.00	\$21,552.89
Task 3c - Side Streets: Plan, Profile and Structural Elevations	2	4		3		12	4	20	6	20		1	72	\$12,625.67	\$12,625.67	\$0.00	\$12,625.67
Task 3d - QA/QC	2	8	8	4	16	4	8	2	8	2	4	1	67	\$14,154.61	\$14,154.61	\$0.00	\$14,154.61
Task 3 Totals	8	20	8	13	16	48	24	82	26	82	4	4	335	\$60,448.10	\$60,448.10	\$0.00	\$60,448.10
Task 4: Construction Documents (90%)																	
Task 4a - Overall Site Plan and Structural Calculations	2	4		2		16	2	24	2	24		1	77	\$13,591.57	\$13,591.57	\$0.00	\$13,591.57
Task 4b - Everett Street: Plan, Profile and Structural Elevations	2	4		4		24	2	48	6	48		1	139	\$23,615.13	\$23,615.13	\$0.00	\$23,615.13
Task 4c - Side Streets: Plan, Profile and Structural Elevations	2	4		3		16	2	24	3	24		1	79	\$13,955.91	\$13,955.91	\$0.00	\$13,955.91
Task 4d - QA/QC	2	8	8	2	24	4	2	2	4	2	8	1	67	\$14,824.49	\$14,824.49	\$0.00	\$14,824.49
Task 4 Totals	8	20	8	11	24	60	8	98	15	98	8	4	362	\$65,987.10	\$65,987.10	\$0.00	\$65,987.10
Task 5: Final (100%)																	
Task 5a - Overall Site Plan and Structural Calculations	2	4		1		8	1	16	1	16		2	51	\$9,051.78	\$9,051.78	\$0.00	\$9,051.78
Task 5b - Everett Street: Plan, Profile and Structural Elevations	2	4		4		16	2	32	4	32		2	98	\$16,883.40	\$16,883.40	\$0.00	\$16,883.40
Task 5c - Side Streets: Plan, Profile and Structural Elevations	2	4		2		8	1	16	1	16		2	52	\$9,269.72	\$9,269.72	\$0.00	\$9,269.72
Task 5d - QA/QC	2	8	8	2	8	4	2	2	2	2	2	2	44	\$9,712.92	\$9,712.92	\$1,000.00	\$10,712.92
Task 5 Totals	8	20	8	9	8	36	6	66	8	66	2	8	245	\$44,917.82	\$44,917.82	\$1,000.00	\$45,917.82
Grand Total	40	140	50	132	58	246	162	322	154	326	14	40	1684	\$309,818	\$309,818.28	\$1,300.00	\$311,118.28
	\$ 15,834	\$ 30,446	\$ 12,763	\$ 28,768	\$ 14,805	\$ 53,613	\$ 25,278	\$ 50,245	\$ 22,546	\$ 47,726	\$ 2,050	\$ 5,745	1684	\$309,818	\$309,818.28	\$1,300.00	\$311,118.28
	5.1%	9.8%	4.1%	9.3%	4.8%	17.3%	8.2%	16.2%	7.3%	15.4%	0.7%	1.9%					100.0%

PM, 2 Civils and 1 Structural to do site walk
 PM, 1 Civil and 1 Structural to attend meetings, 2 years at 2 per month

Civil Sheets

- 1 Overall Site Plan
- 2 Overall Site Plan
- 3 Plan and Profile Sheets
- 4 Plan and Profile Sheets
- 5 Plan and Profile Sheets
- 6 Plan and Profile Sheets
- 7 Plan and Profile Sheets
- 8 Plan and Profile Sheets
- 9 Plan and Profile Sheets
- 10 Plan and Profile Sheets
- 11 Plan and Profile Sheets

Structural Sheets

- 1 General Notes
- 2 Abbreviations and Special Inspections
- 3 Typical Details
- 4 Typical Details
- 5 Retaining Wall Elevations
- 6 Retaining Wall Elevations
- 7 Retaining Wall Elevations
- 8 Retaining Wall Elevations
- 9 Retaining Wall Elevations
- 10 Retaining Wall Elevations
- 11 Retaining Wall Elevations
- 12 Retaining Wall Elevations
- 13 Schedules
- 14 Structural Details
- 15 Structural Details
- 16 Structural Details
- 17 Structural Details

Fee Breakdown		%	\$/sheet
PIC/PM/Admin	\$ 54,075	17.4%	
Structural	\$ 166,389	53.5%	\$ 11,416
Civil	\$ 89,355	28.7%	\$ 10,640
Expenses	\$ 1,300	0.4%	
Total	\$ 311,118	100.0%	



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

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

July 29, 2024

Cooper Zietz Engineers, Inc
6400 SE Lake Road, Suite 200
Portland, Oregon 97222

Subject: Acceptance FYE 2023 ICR – Risk Assessment Review

Dear Bernie Egan:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2023 ICR of 146.22% and 131.51% of direct labor for Home office and Field office. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards,


Schatzie Harvey (Jul 29, 2024 13:48 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:kb



Actuals Not To Exceed Table (ANTE)

WSDOT Agreement:
Cooper Zietz Engineers, Inc. DBA Akana
6400 SE Lake Road, Suite 270
Portland, Oregon 97222

Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		146.22%	30.00%	
BIM/GIS Manager	\$76.50	\$111.86	\$22.95	\$211.31
CAD/GIS Tech, Senior	\$53.00	\$77.50	\$15.90	\$146.40
CAD/GIS Tech	\$40.92	\$59.83	\$12.28	\$113.03
CAD/GIS Tech, Staff	\$36.40	\$53.22	\$10.92	\$100.54
Engineer, Principal	\$143.31	\$209.55	\$42.99	\$395.85
Engineer V	\$103.29	\$151.03	\$30.99	\$285.31
Engineer IV	\$92.41	\$135.12	\$27.72	\$255.25
Engineer III	\$78.90	\$115.37	\$23.67	\$217.94
Engineer II	\$56.49	\$82.60	\$16.95	\$156.04
Engineer I	\$41.67	\$60.93	\$12.50	\$115.10
Principal	\$143.31	\$209.55	\$42.99	\$395.85
Program Manager	\$124.80	\$182.48	\$37.44	\$344.72
Project Manager, Senior	\$93.50	\$136.72	\$28.05	\$258.27
Project Manager	\$78.73	\$115.12	\$23.62	\$217.47
Project Manager, Staff	\$55.08	\$80.54	\$16.52	\$152.14
Project Coordinator	\$52.00	\$76.03	\$15.60	\$143.63
Technical Writer	\$67.74	\$99.05	\$20.32	\$187.11

Michael Minor & Associates, Inc.

Noise Assessment: Everett Street Camas, WA

Noise Analysis and Abatement						
Task #	Description	Principal	Lead Noise Analyst	Noise Technician		Labor Cost by Task
		\$189.45	\$98.52	\$93.46		
1	Project Introduction/Preparation	1	1	0	0	\$287.97
2	Noise Monitoring	2	4	6	0	\$1,333.76
3	Noise Impact Analysis	6	40	2	0	\$5,264.30
4	Noise Abatement Analysis	8	16	0	0	\$3,091.89
5	Final Design Wall Analysis	6	8	0	0	\$1,924.85
6	Draft Technical Report	12	32	0	0	\$5,425.97
7	Final Technical Report	4	8	0	0	\$1,545.95
8	Meetings and Support	4	2	0	0	\$954.85
Labor Cost by Personnel		\$8,146.53	\$10,935.30	\$747.71	\$0.00	\$19,829.54

Total not to Exceed Cost Estimate

\$19,829.54



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

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

June 28, 2024

Michael Minor & Associates, Inc.
4923 SE 36th Ave
Portland, OR 97202

Subject: Acceptance FYE 2023 ICR – Risk Assessment Review

Dear Michael Minor:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2023 ICR of 112.89%. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards,


[Schatzie Harvey \(Jul 1, 2024 06:46 PDT\)](#)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:sms



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

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

August 5, 2024

WSP USA, Inc.
One Penn Plaza
250 West 34th Street
New York, NY 10119

Subject: Acceptance FYE 2023 ICR – CPA Report

Dear Christopher Kidd:

We have accepted your firm's FYE 2023 Indirect Cost Rate (ICR) based on the "Independent CPA Report" prepared by Deloitte & Touche, LLP of the following:

- Home Office: 141.93% of direct labor (rate includes 0.48% Facilities Capital Cost of Money).
- Field Office: 109.63% of direct labor (rate includes 0.43% Facilities Capital Cost of Money).


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

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

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

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

Regards,


Schatzie Harvey
Schatzie Harvey (Aug 5, 2024 14:27 PDT)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH: sms

Cc: Noelani Triggs



Actuals Not To Exceed Table (ANTE)

WSDOT Agreement: WSP USA Inc. 1001 Fourth Ave, Suite 3100 Seattle, WA 98154				
Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE	Fixed Fee NTE	All Inclusive Max Hourly Billing Rate NTE
		141.93%	30.00%	
P1	\$52.28	\$74.20	\$15.68	\$142.17
P2	\$63.89	\$90.68	\$19.17	\$173.74
P3	\$76.15	\$108.08	\$22.85	\$207.07
P4	\$85.18	\$120.90	\$25.55	\$231.63
P5	\$99.38	\$141.05	\$29.81	\$270.24
P6	\$119.26	\$169.27	\$35.78	\$324.30
P7	\$170.75	\$242.35	\$51.23	\$464.32
P8	\$208.30	\$295.64	\$62.49	\$566.43
S1	\$31.53	\$44.75	\$9.46	\$85.74
S2	\$39.43	\$55.96	\$11.83	\$107.22
S3	\$52.28	\$74.20	\$15.68	\$142.17
S4	\$76.15	\$108.08	\$22.85	\$207.07

Kittelson & Associates, Inc.

Project Budget Form

Project Name: Camas - Everett Street Project Manager: R. McFadden/H. Steyn
 KAI Project Number: 31079
 Date: Jan 28, 2025

LABOR ESTIMATE - Camas - Everett Street

Task	Notes	Deputy	Transportation Technical Engineer	Transportation Technical Engineer	Transportation Engineer 5	Transportation Engineer 3	Transportation Technician 3	Engineering Aide 4	WORK TASK/ TASK HOURS	WORK TASK/ TASK COST
006 Traffic Engineering										
6.1 - Project Management									0	\$0
6.1.1 - Contract Admin, invoicing, prog. Reports			72					15	87	\$20,773
6.1.2 - Meetings (Kick-off, Design team and WSDOT)		19	73	6	12				110	\$28,556
6.2 - Public Involvement										
Prepare material		6	32	8		60			106	\$22,487
Attend Open house (x3)		18		18	9				45	\$12,483
1-on-1 meetings with property owners		30				30			60	\$15,447
6.3 - Finalize Traffic Report										
Update ops analysis				8		24			32	\$6,202
prepare final report		2		18		24			44	\$9,354
update safety analysis		2		24		48			74	\$15,061
6.4 - Intersection Control Analysis										
Methods & Assumptions, Access Revision Report and ICE		12		25	56				93	\$22,250
Design Documentation Package		8		32	25	25	40		130	\$25,981
6.5 - Design										
30% signing/stripping			5			12	3		20	\$3,768
30% Signal (RRFB)			8			12	3		23	\$4,510
30% Signal Removal						6	2		8	\$1,336
30% Illumination			1			22	4		27	\$4,678
60% signing/stripping		1	10			36	16		63	\$11,386
60% Signal (RRFB)		1	10			28	10		49	\$9,139
60% Signal Removal			1			4	8		13	\$2,071
60% Illumination		1	10			36	18		65	\$11,666
90% signing/stripping		1	5			18	12		36	\$6,422
90% Signal (RRFB)		1	6			16	8		31	\$5,758
90% Signal Removal		1	1			2	2		6	\$1,218
90% Illumination		1	8			18	12		39	\$7,164
Final PS&E signing/stripping		1	3			10	10		24	\$4,240
Final PS&E Signal (RRFB)		1	3			16	8		28	\$5,016
Final PS&E Signal Removal		1				2	2		5	\$971
Final PS&E Illumination		1	6			12	8		27	\$5,054
QA/QC										
Cost Estimate			4			10			14	\$2,749
QA/QC		10	24						34	\$9,327
Reimbursable Expense										\$3,384
Task #006 - Subtotal		118	282	139	102	471	166	15	1293	\$278,452
TOTAL HOURS		118	282	139	102	471	166	15	TOTAL HOURS	
LABOR RATE LABOR COST		\$338.95	\$247.41	\$247.41	\$214.24	\$175.95	\$139.93	\$197.27	TOTAL LABOR	
		\$39,996	\$69,770	\$34,390	\$21,852	\$82,872	\$23,228	\$2,959	1,293	\$275,068

Rates shown above are for budgeting purposes only. Additional staff may be billed at the time services are performed.

TOTAL REIMBURSABLES	\$3,384
TOTAL KAI FEES	\$278,452
TOTAL SUB FEES	\$0
TOTAL PROJECT BUDGET	\$278,452



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

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

May 17, 2024

Kittelson & Associates, Inc.
851 SW 6th Ave, Suite 600
Portland, OR 97204

Subject: Acceptance FYE 2023 ICR – CPA Report

Dear Janette Lennon:

We have accepted your firm's FYE 2023 Indirect Cost Rate (ICR) of 205.33% of direct labor (rate includes 0.30% Facilities Capital Cost of Money) based on the "Independent CPA Report" prepared by DL Purvine CPA PLLC. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards,


Schatzie Harvey
Schatzie Harvey (May 23, 2024 14:21 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH: sms



Actuals Not To Exceed Table (ANTE)

WSDOT Agreement:
Kittelson & Associates, Inc.
851 SW 6th Ave, Suite 600
Portland, OR 97204

Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE	Fixed Fee NTE	All Inclusive Max Hourly Billing Rate NTE
		205.33%	30.00%	
ADMINISTRATIVE ASSISTANT 3	\$34.06	\$69.94	\$10.22	\$114.21
DEPUTY	\$101.08	\$207.55	\$30.32	\$338.95
DIRECTOR	\$80.50	\$165.29	\$24.15	\$269.94
ENGINEERING AIDE 4	\$58.83	\$120.80	\$17.65	\$197.27
IT SPECIALIST 3	\$67.00	\$137.57	\$20.10	\$224.67
TRANSPORTATION ENGINEER 2	\$43.04	\$88.37	\$12.91	\$144.33
TRANSPORTATION ENGINEER 3	\$52.47	\$107.74	\$15.74	\$175.95
TRANSPORTATION ENGINEER 5	\$63.89	\$131.19	\$19.17	\$214.24
TRANSPORTATION TECHNICAL ENGINEER	\$73.78	\$151.49	\$22.13	\$247.41
TRANSPORTATION TECHNICIAN 3	\$41.73	\$85.68	\$12.52	\$139.93

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

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

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

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

Exhibit G

Certification Document

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

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
PBS Engineering And Environmental LLC

whose address is

1325 SE Tech Center Dr., Suite 140, Vancouver, WA 98683

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 **City of Camas**

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

PBS Engineering And Environmental LLC

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of City of Camas

I hereby certify that I am the:

City Engineer

Other

of the **City of Camas**, and _____

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

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

I acknowledge that this certificate is to be furnished to the **City of Camas**

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

Date

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

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

PBS Engineering And Environmental LLC

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.

PBS Engineering And Environmental LLC

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 SR-500/Everett Street * are accurate, complete, and current as of 1/24/2025 **.

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: PBS Engineering And Environmental LLC

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