

Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): Welch Comer & Associates, Inc.		
Address 330 E. Lakeside Ave, Ste. 101	Federal Aid Number CM 4041(016)	
UBI Number 601396799	Federal TIN or SSN Number 8-0412565	
Execution Date	Completion Date	
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 Argonne Road, Empire to Liberty Congestion Relief		
Description of Work Widen Argonne Road and add left turn lanes at Frederick, Empire, Dalton and Liberty. It also upgrades traffic and RR signals at Euclid/Empire and Liberty.		
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation	Total Amount Authorized: 511,720 Management Reserve Fund: Maximum Amount Payable:

Index of Exhibits

Exhibit A	Scope of Work
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Exhibit D	Prime Consultant Cost Computations
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Exhibit J	Consultant Claim Procedures

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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 Millwood 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.

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

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

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

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

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

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

If to AGENCY:
Name: Kyle Schiewe
Agency: City of Millwood
Address: 9103 E. Frederick
City: Millwood State: WA Zip: 99206
Email: publicworks@millwoodwa.us
Phone: 509-924-0960
Facsimile: 509-927-2867

If to CONSULTANT:
Name:
Agency:
Address:
City: State: Zip:
Email: mgillis@welchcomer.com
Phone: 208-664-9382
~~Facsimile:~~ mschmidt@welchcomer.com
DMCS:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT 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.

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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, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.

1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all A&E sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.

Failure to supply this information by either the prime CONSULTANT or any of their A&E sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. (excluding Meals, which are reimbursed at the per diem rates identified in this section) 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 economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and 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 the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

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4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
 5. Management Reserve Fund (MRF): The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
 6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total 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.
- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, 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. 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.

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D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

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Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

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

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage 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

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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 and appropriate fixed fee percentage 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.

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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. This waiver has been mutually negotiated between the Parties.

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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: Kyle Schiewe
Agency: City of Millwood
Address: 9103 E. Frederick
City: Millwood State: WA Zip: 99206
Email: publicworks@millwoodwa.us
Phone: 509-924-0960
Facsimile: 509-927-2867

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 amount 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.

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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 AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

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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 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.

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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, AGREEMENT 's, 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, scribbings, recordings, visual displays, photographs, minutes of meetings,

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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

03/06/2025

Date

Signature

Date

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

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Exhibit A - Scope of Work
City of Millwood
Argonne Road, Empire to Liberty Congestion Relief
Design Phase Services
STP ID #WA-09830

PROJECT DESCRIPTION

- OWNER: City of Millwood
- ENGINEER: Welch Comer Engineers
- PROJECT: Argonne Road, Empire to Liberty Congestion Relief
- PROJECT DESCRIPTION: Owner desires to widen Argonne Road and add left turn lanes at Frederick, Empire, Dalton and Liberty. It also upgrades traffic & RR signals at Euclid/Empire and Liberty.

TASK 1 – FINAL DESIGN & PS&E

1.1 Final Plan Submittal

- 1.1.1 New Design Elements: Resulting from a public involvement process, the ENGINEER will execute design changes and feasibility analyses, including: sound/debris wall design/estimating, changes to roadway alignment near Liberty, transit stop redesign and coordination with STA, driveway approach modification, and lane width reduction and sidewalk width increase near Frederick.
- 1.1.2 Additional Coordination with IEP: Engineer to provide additional coordination with IEP regarding ROW acquisition, litigation, and design elements.
- 1.1.3 PS&E Submittal: Coordinate with WSDOT, City of Millwood, UPRR, and the WUTC on final plans, schedule and estimate.

TASK 1 Deliverable(s)

- **Project schedule**
- **Project estimate**
- **Project plans and specifications**

TASK 2 – BID PHASE

2.1 Bid Phase Services: Engineer will facilitate the bid phase on behalf of the Owner. Specifically, the Engineer will provide the following:

- 2.1.1 Prepare an advertisement for bid that will be submitted for advertisement in the City's official newspaper.
- 2.1.2 Maintain a plan holders list.
- 2.1.3 Conduct a Pre-bid Conference/Presentation at the City with prospective bidders.
- 2.1.4 Respond to bidders' questions and issue necessary addenda.
- 2.1.5 Attend and facilitate bid opening.

- 2.1.6 Evaluate the bids with the City and make a recommendation.
- 2.1.7 Attend City Council Meeting to present the recommendation.

TASK 3 – CONSTRUCTION PHASE SERVICES

3.1 General Administration of Construction Contract: Consult with CITY and act as CITY's Engineering representative.

3.2 Pre-Construction Conference: Facilitate a pre-construction conference prior to commencement of work at the site.

3.3 Construction Surveying:

- 3.3.1 Vertical Control Benchmarks. Vertical control as established on survey control points.
- 3.3.2 Horizontal Control Points. Set primary horizontal control points as required for use by the Engineer. Temporary horizontal control points will be established in the work zone as required by the Engineer.
- 3.3.3 Power and Light Poles: Set hub and lath reference points for each pole. The reference points will be two points marked with horizontal and vertical offsets to the pertinent elevation.
- 3.3.4 Railroad Signal Equipment: Stake location of new railroad crossing equipment at Euclid/Empire.
- 3.3.5 Traffic Signal Equipment: Stake location of traffic signal equipment at Euclid/Empire and Liberty.
- 3.3.6 Dry Utilities Power-Fiber optic: Set hub and lath reference points at offsets or actuals suitable for construction based on site conditions at time of staking.
- 3.3.7 Saw cuts: The existing surface will be painted in white paint where possible for the purposes of saw cutting as noted on the plans. When it is not possible to paint the actual surface, we will provide lath marked with appropriate offsets or paint marks on the curb or sidewalk. The maximum spacing will be 100 feet.
- 3.3.8 Concrete Flatwork, Curb, Gutter, Sidewalk and Pathways: Hub and lath will be set at an offset distance of 3 feet to top back of curb at 25-foot intervals on tangents. Cut/fill will be marked on each lath. New hubs with lath will also be set on curves at a maximum interval of 12 feet in addition to every PC/PT and change in horizontal or vertical alignment. The lath at the driveway will be marked with the overall driveway width. Sidewalk will only be staked when it is not connected to the curbing. Sidewalks will be staked in a manner similar to curbs.
- 3.3.9 Storm Structures: Set hub and lath reference points for each structure. Reference points shall be two points marked with offsets, which may vary according to the existing improvements. The cut/fill to the invert out and rim of the structure will be referenced on the offset closest to the structure and will be marked to the nearest one-hundredth of a foot. Offset distances will be marked to the nearest one-tenth of a foot. The second offset will be for line only.

- 3.3.10 Striping and Signs: Set lath or paint dot at actual location of sign with the type of sign written on the lath. Set a paint mark for striping at the beginning and ending of each type of Stripe change and intermediately on the line approximately at 50-foot intervals.
- 3.3.11 Offsets for Water Mains and Appurtenances: Set a hub and lath reference point at tie in points, approximately 100 feet on tangents, valves, angle points, and hydrants at an offset distance necessary to facilitate construction. The lath will be marked with the plan station and offset distance to the centerline of the pipe along with a vertical cut to the pipe invert. The station and offset distance will be written to the nearest one-tenth of a foot
- 3.3.12 Any staking not listed above is the responsibility of the contractor.

3.4 Public, Property Owner & Business Outreach

- 3.4.1 Pre-construction communication preparations:
- 3.4.1.1 Verify contact information for all stakeholders, including property and business owners and media outlets.
 - 3.4.1.2 Establish communication patterns with project partners.
 - 3.4.1.3 Develop a standard press release, standard newsletter template.
 - 3.4.1.4 Establish communication routines and review timelines.
 - 3.4.1.5 "Walk around" to visit with each property and business owner and discuss final design, identify construction challenges, and verify contact information.
- 3.4.2 Coordinate content for and drafting bi-weekly newsletter.
- Issue bi-weekly newsletter via City website.
- 3.4.3 Respond to inquiries from community members.

3.5 Site Visits and Construction Observation: In connection with observations of Contractor's work while it is in progress:

- 3.5.1 Make visits to the Site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by ENGINEER, and the Resident Project Representative (defined below) are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Construction Contract, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, ENGINEER will determine if Contractor's work is proceeding in accordance with the Construction Contract, and ENGINEER shall keep CITY informed of the progress of the Work.
- 3.5.2 The purpose of ENGINEER's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during

the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for CITY a greater degree of confidence that the completed Work will conform to the Construction Contract and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract has been implemented and preserved by Contractor. ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Construction Contract.

- 3.5.3 Act as CITY's representative in answering field questions, written correspondence or phone inquiries of the public or residents adjacent to the project.

3.6 Resident Project Representative (RPR): ENGINEER shall furnish a Resident Project Representative (RPR), assistants, and other field staff to assist ENGINEER in observing progress and quality of the Work. The duties and responsibilities of the RPR are limited to those of ENGINEER in the Agreement with the CITY and in the Contract Documents, and are further limited and described as follows:

- 3.6.1 RPR, ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with ENGINEER and Contractor, keeping CITY advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with CITY with the knowledge of and under the direction of ENGINEER.
- 3.6.2 Review the progress schedule, schedule of shop drawing and sample submittals, and schedule of values prepared by Contractor and consult the ENGINEER concerning acceptability.
- 3.6.3 Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- 3.6.4 Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents.
- 3.6.5 Assist ENGINEER in serving as CITY's liaison with Contractor when Contractor's operations affect CITY's on-site operations.
- 3.6.6 Assist in obtaining from CITY additional details or information, when required for proper execution of the Work.
- 3.6.7 Shop Drawings and Samples:
- 3.6.8 Record date of receipt of samples and approved shop drawings.

- 3.6.9 Receive samples which are furnished at the Site by Contractor, and notify ENGINEER of availability of samples for examination.
- 3.6.10 Advise ENGINEER and Contractor of the commencement of any portion of the Work requiring a shop drawing or sample submittal for submittal not approved by ENGINEER.
- 3.6.11 Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.
- 3.6.12 Conduct on-site observations of the Contractor's work in progress to assist ENGINEER in determining if the Work is proceeding in accordance with the Contract Documents.
- 3.6.13 Report to ENGINEER whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 3.6.14 Recordkeeping:
 - 3.6.14.1 Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.
 - 3.6.14.2 Prepare a daily report, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER and CITY.
 - 3.6.14.3 Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
 - 3.6.14.4 Upon completion of the Work, furnish original set of all RPR Project documentation to ENGINEER.
- 3.6.15 Reports:
 - 3.6.15.1 Furnish ENGINEER periodic reports as required for progress of the Work and of Contractor's compliance with the progress schedule and schedule of shop drawing and sample submittals.
 - 3.6.15.2 Draft and recommend to ENGINEER proposed Change Orders, Work Change Directives, and Field Orders.

- 3.6.15.3 Report immediately to ENGINEER and CITY the occurrence of any Site accidents, any hazardous environmental conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.
- 3.6.16 **Payment Request:** Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to CITY, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the site but not incorporated in the Work.
- 3.6.17 Participate in a final inspection in the company of CITY, ITD, and Contractor and prepare a final list of items to be completed or corrected.
- 3.6.18 Assist ENGINEER in producing “punchlist” of items yet to be completed and observe whether all items on list have been completed or corrected. Make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.
- 3.7 Defective Work:** Recommend to CITY that Contractor’s work be disapproved and rejected if, on the basis of such observations, ENGINEER believes that such work will not produce a completed Project that conforms to the Construction Contract or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract.
- 3.8 Clarifications and Interpretations:** Issue necessary clarifications and interpretations of the Construction Contract as appropriate to the orderly completion of Contractor’s work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Construction Contract.
- 3.9 Change Orders and Work Change Directives:** Recommend Change Orders and Work Change Directives to CITY, as appropriate, and prepare Change Orders and Work Change Directives as required.
- 3.10 Shop Drawings and Samples:** Review and approve or take other appropriate action in respect to shop drawings and samples and other data which Contractor is required to submit, but only for conformance with the information given in the Construction Contract and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Construction Contract. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. ENGINEER has an obligation to meet Contractor’s submittal schedule that has earlier been accepted by ENGINEER.
- 3.11 Substitutes and “or-equal”:** Evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by Contractor but excluding modifications to the Construction Contract required to incorporate substitutes or “or-equal” items.

- 3.12 Inspections and Tests:** Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract. ENGINEER's review of such certificates will be for the purpose of determining that the project is being constructed in compliance with the Construction Contract. ENGINEER is entitled to rely on the results of such tests.
- 3.13 Disagreements between CITY and Contractor:** Render formal written decisions on all claims of CITY and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Construction Contract pertaining to the execution and progress of Contractor's work.
- 3.14 Applications for Payment:** Based on ENGINEER's observations as an experienced and qualified design professional and on review of applications for payment and accompanying supporting documentation:
- 3.14.1 Determine the quantities Contractor should be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to CITY, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is in accordance with the Construction Contract (subject to an evaluation of the Work as functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Construction Contract).
- 3.14.2 By recommending any payment quantities, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments, nor ENGINEER's recommendation of any payment including final payment, will impose on ENGINEER responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures or construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Construction Contract price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to CITY free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between CITY and Contractor that might affect the amount that should be paid.

3.14.3 For the purposes of this Agreement, ENGINEER shall complete not more than one (1) application for payment per month.

3.15 Contractor's Completion Documents: Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Construction Contract, certificates of inspection, tests and approvals, shop drawings, samples and other data, and the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract to obtain final payment. The extent of such ENGINEER's review will be limited as established in this Agreement. ENGINEER shall transmit these documents to CITY.

3.16 Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, ENGINEER, in company with CITY and Contractor, shall conduct an inspection to determine if the Work is substantially complete. If after considering any objections of CITY, ENGINEER considers the Work substantially complete, ENGINEER shall deliver a certificate of Substantial Completion to CITY and Contractor.

3.17 Final Notice of Acceptability of the Work: Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor along with a statement of physical completion. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice in the "Notice of Acceptability of Work" stating that the Work is acceptable (subject to the provisions of this Agreement) to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement. Once project is closed out, ENGINEER shall notify the Contractor and CITY of project completion.

3.18 Duration of Construction Phase: The scope of services and associated estimation of hours worked and expenses that established the ENGINEER's budget are based upon a construction contract period of 75 Working Days. It is also based on RPR services being provided an average of 11 hours per day. CITY's staff will provide on-site inspection services in the event ENGINEER is not at the site. Should the Construction Contract times be extended by CITY, or if ENGINEER is directed to work additional hours per week, ENGINEER may request a Supplemental Agreement for additional budget required for services during the extended periods. ENGINEER shall additionally participate within a one-year warranty walk through of the project and compile and issue a letter to the Contractor and CITY of any deficiencies identified as part of the warranty walk thru.

3.19 Limitation of Responsibilities: ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. ENGINEER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Construction Contract.

3.20 Engineer Certification: Produce an engineer's certification letter for the project and accompanying as-built drawings of the project. As built drawing shall reflect significant changes to the design and horizontal as-built locations of structures such as dry wells, manholes, water valves, fire hydrants, curb cuts, streetlights and signage. As-built vertical elevations shall be provided for all manholes, sanitary sewer inverts, and drywells.



February 28, 2025
File: SPP25038

Matthew Gillis, P.E.
Welch-Comer & Associates, Inc.
330 East Lakeside Ave Suite 101
Coeur d'Alene, ID 83814
Phone : 208.664.9382
Email : mgillis@welchcomer.com

RE: Proposal and Preliminary Fee Estimate
Construction Materials Testing
Argonne Road Widening
Millwood, Washington

Dear Mr. Gillis,

STRATA is pleased to present this proposed scope of services and preliminary fee estimate/schedule to provide construction materials testing (CMT) services for the referenced project.

PROJECT INFORMATION

Ms. Rachel Flint will be the Project Manager and your main point of contact to coordinate our CMT services.

This proposal contains information regarding our project understanding, the anticipated scope of services, details of our unit fees, and an estimate of the CMT investment. We have prepared our proposal based on the following:

- Geotechnical Engineering Report prepared by STRATA dated 09/20/2024;
- The project plans and specifications issued by Welch-Comer dated 10/22/2024;
- 2025 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction; and
- Electronic mail and telephone conversations with Matt Gillis, P.E on 02/24/2025.

PROPOSED CONSTRUCTION

We understand the City of Millwood seeks to perform asphalt pavement reconstruction or rehabilitation on an approximate 1,300-foot section of North Argonne Road between the intersections with East Trent Avenue and East Frederick Avenue including the addition of pedestrian guard rails, traffic islands, and additional stormwater retention drywells.

We anticipate that our scope of services will consist of the following activities:

- Subgrade Observations
- Earthwork Field and Laboratory Testing
- Concrete Field and Laboratory Testing

In the following sections, we elaborate on our anticipated scope of services and our approach to providing Welch-Comer and the City of Millwood with professional CMT services.

Meetings

If requested, our project manager will attend a pre-construction conference with project representatives to review the special inspection and materials testing requirements and establish a report distribution protocol.

Our Spokane office (509.891.1904) will handle service requests, meeting attendance, and routine communications. We assume the project General Contractor will facilitate the scheduling of our services. Accordingly, we request that all scheduling calls be made a minimum of 24 hours in advance of the requested service to allow the appropriate response time.

Deviations

Observed deviations from the project plans and specifications will be brought to the immediate attention of the contractor. If the deviations are uncorrected, we will bring the items to the immediate attention of the Project Superintendent and/or design professionals. The deviations will be documented in our Daily Field Reports (DFRs).

Technical Management and Reports

Our Project Manager will review the DFRs generated by our field staff during construction. These DFRs will be delivered electronically to the distribution list established during the pre-construction meeting.

SCOPE OF SERVICES

Subgrade Observation STRATA

STRATA performed the geotechnical engineering evaluation for the project site, and we plan to maintain the Geotechnical Engineer-of-Record (GEOR) role for the project. Aligned with the geotechnical standard-of-care, we will provide a qualified Geotechnical Engineer and/or Field Professional working under the direction of the Geotechnical Engineer to observe subgrade preparation within the building footprint and pavement footprints. This individual will provide engineering oversight and subgrade approval; verify complete undocumented fill removal (as applicable) prior to foundation, slab, or structural fill placement; and ensure compliance with our geotechnical recommendations.

Earthwork Observation and Testing Services

After subgrade approval, we will provide a qualified field professional to perform in-place soil moisture and density testing services. These services will be provided during site grading, subgrade preparation, and crushed surfacing top course (CSTC) backfill. This will be provided periodically if the material is not classified as oversized/too granular to test. Should the material be classified as oversized/too granular to test, placement and compaction of the material may require full-time observation to document compaction methodologies and progress.

Our personnel will sample on site and imported materials used for structural fill and/or backfill and transport these samples to our laboratory for required testing. The moisture-density relationship curve is key to the validity of the in-place density testing; therefore, when measuring percent compaction, we require that our laboratory develop a moisture-density curve for the material used on site. Therefore, we will not rely on contractor- or supplier-provided values.

Concrete Testing

STRATA will provide an American Concrete Institute (ACI) certified field professional to perform concrete sampling and field testing. Our field services will include testing for the slump, temperature (concrete and ambient), unit weight, air content, mix design verification (based on concrete batch ticket information), and casting compressive strength test specimens.

Please refer to the Preliminary Fee Estimate for the quantity of concrete test cylinders anticipated for this project. We have estimated these quantities based on the testing requirements of the project plans and specifications. We will cast one set of five 4.0-inch by 8.0-inch or 6.0-inch by 12.0-inch cylinders for every 100 cubic yards placed (or a fraction thereof), or once per day as required by the project documents. We will test specimens at 7 days and at 28 days to verify compliance with design strength (f'_c) as required by the project specifications and the International Building Code (IBC). Should the 28-day specimens fail to achieve f'_c , we will test the remaining specimen at 56 days.

After the initial cure, we will retrieve and deliver concrete compressive strength test specimens to our laboratory for the appropriate curing and testing. STRATA will notify you if the test results of the 7-day test achieve less than 70-percent of the specified compressive strength or if the 28-day test results do not achieve f'_c .

Hot-Mixed Asphalt (HMA) Paving Observation

STRATA will provide a field professional to perform periodic quality assurance observation and testing during HMA placement and compaction of pavement. Our personnel will sample HMA and transport it to our laboratory for gradation analysis and volumetric properties testing. Upon completion of HMA placement, if requested, our personnel will extract core specimens from the completed pavement to document in-place thickness and density and correlate a nuclear density gauge that we will use to document pavement density.

SAFETY

We are committed to providing a safe work environment and taking action to prevent injury to our employees. We recognize that the most essential element in the success of our business is the individual employee. Therefore, we encourage our employees to increase their awareness of the hazards that lead to occupational injury and illness and think about their safety, well-being, and that of their associates and co-workers. To accomplish this goal, we ask our construction services professionals to arrive at the project site approximately 15 minutes early to comply with our internal safety program, which includes completing an internal safety review before performing the requested testing or inspection services. This is especially important for our staff's safety and well-being due to the high number of projects and the associated differing hazards they are exposed to each day. In addition, we will adhere to the Health and Safety Plan governing the project, including training, regular meetings, safety documentation, and the use of personal protective equipment (PPE).

FEE ESTIMATE

We will provide our services on a time-and-expense basis per the Cost + Fixed Fee rates established in the attached Fee Estimate, which will remain in effect throughout the project. Our rates are based on estimated quantities, your schedule, and performance, and will incur a minimum charge of 2 hours for all field services provided. Overtime for our field staff, occurring outside of normal hours (7:00 AM – 5:00 PM), Monday through Friday), or on weekends and observed holidays, will incur a 1.5 multiplier to the established rates.

Additional fees may apply if additional visits, time, samples, or services are required, and we exclude the cost of any equipment needed to access inspection or sampling areas. To schedule services, please notify us at

least 24 hours in advance; calls for services with less than 24-hour notification may incur a short notice fee equivalent to 2 hours. Note that modifications to our scope and fee may be required for additional field-cured concrete cylinders and/or laboratory-cured concrete cylinders.

LIMITATIONS

As previously stated, we will function as the GEOR for the project. Accordingly, our geotechnical involvement is limited to verifying that the geotechnical recommendations provided in our geotechnical evaluation are met. We are not assuming the engineer-of-record role for any portion of the project except those specifically listed in our geotechnical evaluation. Geotechnical observation and follow-up during construction are important parts of the geotechnical design process. If we are not contacted to verify our geotechnical recommendations, we cannot be responsible for geotechnical-related construction errors or omissions.

SUMMARY


We sincerely appreciate the opportunity to work with Welch Comer, City of Millwood, and the design team and look forward to successful project construction and completion. Please provide an Agreement as formal authorization to proceed. This proposal is valid for 30 days from the issuance date.

Sincerely,
STRATA



Rachel B. Flint, C.W.I.
Construction Services Manager

RBF/IJR/sl



Isaac J. Rede
Business Manager

Enclosure: Preliminary Fee Estimate (Cost + Fixed Fee)

TOOLE DESIGN GROUP, LLC
SCOPE OF SERVICES
FOR
ARGONNE ROAD, EMPIRE TO LIBERTY CONGESTION RELIEF

Scope of Services

Provide technical guidance to Welch Comer and/or the City of Millwood on an as-needed basis. Assistance will be conveyed through emails, phone calls, and video conferences.

Assumptions: No travel is anticipated.

Exhibit B

DBE Participation

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

Agreement Number:

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

N/A

B. Roadway Design Files

N/A

C. Computer Aided Drafting Files

Computer aided drafting files shall be in AutoCAD Civil 3D with relevant project data and drawing files. Consultant will coordinate with the Agency for the latest version being used.

Agreement Number:

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

Agency has full right to review work with the Consultant, ask questions, and request revisions to be made to the products.

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

Project deliveries requested or specified may be transmitted via email or delivered with a thumb drive.

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

Agency will provide any available information related to underground utilities.

Agreement Number:

II. Any Other Electronic Files to Be Provided

N/A

III. Methods to Electronically Exchange Data

Project deliveries specified in the individual task orders may be transmitted via email, delivered with a thumb drive or through the Consultants FTP site.

A. Agency Software Suite

N/A

B. Electronic Messaging System

Email

C. File Transfers Format

File transfers may be conducted via email, delivered with a thumb drive or through the Consultants FTP site.

EXHIBIT D



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 29, 2024

Welch Comer & Associates, Inc.
330 E Lakeside Ave, Suite 101
Liberty Lake, WA 99019

Subject: Acceptance FYE 2023 ICR – CPA Report

Dear Melanie Schmidt:

We have accepted your firm's FYE 2023 Indirect Cost Rate (ICR) based on the "Independent CPA Report" prepared by Magnuson McHugh Dougherty CPAs, as follows.

- Home Rate 163.47% of direct labor (including FCCM of 1.03%).
- Field Rate 82.28% of direct labor (including FCCM of 0.73%).

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 (Aug 29, 2024 12:40 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH: sms

WELCH COMER MANHOUR ESTIMATE SUMMARY

CONSULTANT NAME: Welch Comer Engineers

PROJECT NAME: Argonne Road

PROJECT NUMBER:

A. SUMMARY ESTIMATED MAN-HOUR COSTS

Labor Code	Initials	Classification	Man-Days		Man-Hrs		Current Hrly Rate		Raw Labor Cost
12	M. Gillis	Principal Engineer I	40	=	322.50	@	\$100.96	=	\$ 32,559.60
13	R. Twardowski	Construction Services Manager	36	=	289.50	@	\$74.52	=	\$ 21,573.54
28	A. Dorsey	Engineer VI	8	=	65.00	@	\$62.31	=	\$ 4,050.15
23	C. Hodgson	Engineer IV	66	=	526.25	@	\$47.00	=	\$ 24,733.75
43	E. Durpos	Sr. Engr Tech III	117	=	938.25	@	\$40.10	=	\$ 37,623.83
53	M. Hathaway	Survey Manager	2	=	15.00	@	\$76.92	=	\$ 1,153.80
55	T. White	P.L.S. II	5	=	40.00	@	\$62.50	=	\$ 2,500.00
65	R. Rojas	Survey Tech I	22	=	172.00	@	\$37.00	=	\$ 6,364.00
82	J. Lockhart	CAD Tech IV	6	=	48.00	@	\$38.00	=	\$ 1,824.00
85	L. Turner	Sr. Project Admin	57	=	458.25	@	\$37.50	=	\$ 17,184.38
TOTAL RAW LABOR COSTS:									\$ 149,567.04

B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD

Total Raw Labor Cost				Approved Home Rate		
\$	111,943.22	X		163.47%	=	\$ 182,993.57
Total Raw Labor Cost				Approved Field Rate		
\$	37,623.83	X		82.28%	=	\$ 30,956.88

C. NET FEE

Total Raw Labor				NET FEE		
\$	149,567.04	X		31.2%	=	\$ 46,664.92

D. OUT-OF-POCKET EXPENSE SUMMARY

	Estimated Amount		Unit Cost		Estimated Expense
1	Travel Expense - Mileage	1000	@ \$ 0.700	=	\$ 700
2	Reproductions		@ \$ -	=	\$ -
3	Inspection Staff Overtime	1	@ \$4,511.25	=	\$ 4,511
4	GPS	60	@ \$ 70.00	=	\$ 4,200
TOTAL ESTIMATED EXPENSE:					\$ 9,411.25

E. SUBCONSULTANTS

		Est. Expense
1	Strata	= \$ 77,312.03
2	Toole Design Group	= \$ 14,815.00
TOTAL ESTIMATED EXPENSE:		\$ 92,127.03

TOTAL = \$ 511,720

3/6/2025 10:58 AM
Page 1 of 1

EXHIBIT E-1



**Washington State
Department of Transportation**

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

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

June 28, 2024

Strata, Inc.
8653 W Hackmore Drive
Boise, ID 83709

Subject: Acceptance FYE 2023 ICR – CPA Report

Dear Jed Lloyd:

We have accepted your firm's FYE 2023 Indirect Cost Rate (ICR) of 194.68% based on the "Independent CPA Report" prepared by Tarter & Associates, P.A.. 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 1, 2024 06:44 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH: BJO



Subconsultant Fee Determination - Summary Sheet

CONSULTANT NAME: STRATA
PROJECT NAME: Argonne Road Widening

PROJECT NO: SPP25038
DATE: February 28, 2025

A. DIRECT SALARY COSTS

	Man-Days		Man-Hours		Hrly Rate		Raw Labor Cost
1 Engineer (Civil Engineer 3)	1.875	=	15	@	\$48.16	=	\$ 722.40
2 Principal Engineer (Civil Engineer 4 & Director)	1.875	=	15	@	\$86.15	=	\$ 1,292.25
3 Field Professional (Transportation Technician 3)***	37.5	=	300	@	\$45.48	=	\$ 13,644.00
4 Laboratory Professional (Transportation Technician 2)	25	=	200	@	\$28.62	=	\$ 5,724.00
5 Laboratory Services Coordinator (Engineering Technician Lead)	0.625	=	5	@	\$37.10	=	\$ 185.50
6 Project Manager (Engineering Technician Supervisor)	5	=	40	@	\$56.05	=	\$ 2,242.00
7 Project Administrator (Administrative Assistant 5)	5	=	40	@	\$34.98	=	\$ 1,399.20

***Assume 75 working days with 4 hours per day of field labor.

TOTAL RAW LABOR COST = \$ 25,209.35

B. OVERHEAD COSTS

Total Raw Labor Cost		Approved Rate	
\$25,209.35	X	194.68%	= \$49,077.56

C. FIXED FEE

Total Raw Labor		NET FEE	
\$25,209.35	X	12.00%	= \$3,025.12

TOTAL	=	\$77,312.03
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Prepared by: Rachel Flint

Date: 2/28/2025



March 10, 2025

Welch Comer Engineers
330 E Lakeside Ave, Ste 101
Coeur d'Alene, ID 83814

PROJECT: ARGONNE ROAD WIDENING

CERTIFIED WAGE RATE TABLE			
Name		Certified Wage	Effective Date
Steve Litalien	Civil Engineer 3	\$ 48.16	
Paxton Anderson*	Director	\$ 86.15	
Rhys Brockett	Transportation Tech 2	\$ 28.62	
Isaac Rede*	Engineering Technician Supervisor	\$ 60.09	
Bonnie Nelson	Engineering Technician Lead	\$ 40.00	
Benjamin Thompson	Transportation Tech 3	\$ 45.48	
Kristy-Lee Hagle	Administrative Assistant 5	\$ 34.98	

The undersigned hereby certifies the above labor rates are true and correct as of 03/10/2025.

* Prorated hourly rates for salary personnel.

Certified by: 
Controller



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 31, 2024

Toole Design Group, LLC
8484 Georgia Avenue, Suite 800
Silver Springs, MD 2091

Subject: Acceptance FYE 2023 ICR – CPA Report

Dear Julie Albright:

We have accepted your firm's FYE 2023 Indirect Cost Rate (ICR) of 175.56% of direct labor (rate includes 0.10% Facilities Capital Cost of Money) based on the "Independent CPA Report" prepared by Withum Smith & Brown, PC. 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 \(Aug 1, 2024 05:48 PDT\)](#)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:kb

WELCH COMER MANHOUR ESTIMATE SUMMARY

CONSULTANT NAME: Toole Design Group
 PROJECT NAME: Argonne Widening
 PROJECT NUMBER:

A. SUMMARY ESTIMATED MAN-HOUR COSTS

Labor Code	Initials	Classification	Man-Days		Man-Hrs		Current Hrly Rate		Raw Labor Cost
	A Dorsey	Principal Engineer	6.25	=	50.00	@	\$86.54	=	\$ 4,327.00
	D DeKoekkoek	Office Director	0.75	=	6.00	@	\$83.75	=	\$ 502.50
TOTAL RAW LABOR COSTS:									\$ 8,829.50

B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD

Total Raw Labor Cost		Approved Home Rate		
\$ 4,829.50	X	175.56%	=	\$ 8,478.67
Total Raw Labor Cost		Approved Field Rate		
	X		=	\$ -

C. NET FEE

Total Raw Labor & Overhead Cost		NET FEE		
\$ 4,829.50	X	31.2%	=	\$ 1,506.80

D. OUT-OF-POCKET EXPENSE SUMMARY

	Estimated Amount		Unit Cost		Estimated Expense
1	Travel Expense - Mileage	@	\$ -	=	\$ -
2	Reproductions	@	\$ -	=	\$ -
3	Mail/Postage/Delivery Fees	@	\$ -	=	\$ -
4	GPS	@	\$ -	=	\$ -
TOTAL ESTIMATED EXPENSE:					\$ -

E. SUBCONSULTANTS

			Est. Expense
1		=	\$ -
2		=	\$ -
TOTAL ESTIMATED EXPENSE:			\$ -

TOTAL	=	\$	14,815.00
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Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

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

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

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

Exhibit G

Certification Documents

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of City of Millwood
- 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

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Welch Comer & Associates, Inc.

whose address is

330 E. Lakeside Ave., Ste. 101, Coeur d'Alene, ID 83814


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
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.

Welch Comer & Associates, Inc.

Consultant (Firm Name)


Signature (Authorized Official of Consultant)

03/24/2025
Date

Agreement Number:

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

I hereby certify that I am the:

☒ Mayor

☐ Other

of the City of Millwood _____, and Welch Comer & Associates, Inc.
or its representative has not been required, directly or indirectly as an express or implied condition in connection
with obtaining or carrying out this AGREEMENT to:

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

I acknowledge that this certificate is to be furnished to the
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

Agreement Number:

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

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

Welch Comer & Associates, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

03/24/2025

Date

Agreement Number:

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 required 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.

Welch Comer & Associates, Inc.

Consultant (Firm Name)


Signature (Authorized Official of Consultant)

03/24/2025
Date

Agreement Number:

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

Agreement Number:

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.

Agreement Number:

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) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT 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.

Agreement Number:

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

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

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

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

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

Agreement Number: