

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

Agreement Number:

Firm/Organization Legal Name (do not use dba's): WSP USA Inc.	
Address 851 SW 6th Ave, Suite 1600, Portland, OR 97204	Federal Aid Number TAP-30A2(001)
UBI Number 600-275-529	Federal TIN 11-1531569
Execution Date	Completion Date 12/31/2021
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 1ST STREET PEDESTRIAN AMENITIES AND OVERLOOK	
Description of Work  The 1st Street Pedestrian Amenities and Overlook Project will provide critical pedestrian connectivity to the Columbia River waterfront and the downtown commercial core in the City of Stevenson, Washington.  The project will improve 1st Street from the intersection of Columbia Street eastward with the installation a new sidewalk, with associated extruded curb at crosswalks, on the south side of the road for approximately 600 feet. Additional improvements associated with the project are the following: <ul style="list-style-type: none"> <li>•Crosswalk improvements at all corners of the intersection of 1st Street and Columbia Street</li> <li>•Crosswalk improvements at the approximate mid-block of 1st Street (approx. 500' east of 1st/Columbia)</li> <li>•Pedestrian overlook at a point along the new sidewalk for viewing the Columbia River Gorge.</li> <li>•Streetscape enhancements, including benches, bike racks, trash cans, basalt detailing.</li> </ul>	
<input checked="" type="checkbox"/> Yes 6% <input type="checkbox"/> No DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No MBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No WBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No SBE Participation	Total Amount Authorized: \$185,306  Management Reserve Fund: \$0  Maximum Amount Payable: \$185,306

## Index of Exhibits

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THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the CITY OF STEVENSON, WASHINGTON 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 absence of a mandatory UDBE, the Consultant shall continue their outreach efforts to provide SBE firms maximum practicable opportunities.

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](http://wsdot.diversitycompliance.com) program. Payment information shall identify any DBE Participation. Non-minority, woman owned DBEs does not count towards UDBE goal attainment.

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

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

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

**If to AGENCY:**

Name: Karl Russell  
Agency: City of Stevenson  
Address: 7121 E. Loop Road  
City: Stevenson State: WA Zip: 98648  
Email: Karl@ci.stevenson.wa.us  
Phone: 509-427-5970  
Facsimile:

**If to CONSULTANT:**

Name: James Bohanek  
Agency: WSP USA Inc.  
Address: 851 SW 6th Ave, Suite 1600  
City: Portland State: OR Zip: 97204  
Email: james.bohanek@wsp.com  
Phone: 503-523-8513  
Facsimile:

#### **IV. Time for Beginning and Completion**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall 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](http://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](mailto: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: Karl Russell  
Agency: City of Stevenson  
Address: 7121 E. Loop Road  
City: Stevenson State: WA Zip: 98648  
Email: Karl@ci.stevenson.wa.us  
Phone: 509-427-5970  
Facsimile:

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

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT 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.

Agreement Number:

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,

Agreement Number:

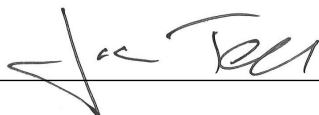
tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, 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

5/14/2020  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

Agreement Number:

# ***Exhibit A Scope of Work***

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Federal Aid No. TAP-30A2(001)

See attached Exhibit A-1 - Scope of Work

Agreement Number:

## **EXHIBIT A-1 - SCOPE OF WORK 1ST STREET PEDESTRIAN AMENITIES AND OVERLOOK PROJECT**

During the term of this agreement, WSP USA, Inc. (CONSULTANT) will perform professional services for the City of Stevenson (CITY), as detailed below.

### **PROJECT UNDERSTANDING**

The 1st Street Pedestrian Amenities and Overlook Project (PROJECT) will provide critical pedestrian connectivity to the Columbia River waterfront and the downtown commercial core in the City of Stevenson, Washington. In 2019, the Southwest Washington Regional Transportation Council (RTC) selected the PROJECT as one of three bike and pedestrian projects to receive Transportation Alternatives (TA) federal funding. The CONSULTANT team understands the CITY must complete the engineering design to a 50-percent level by July 31, 2020.

The PROJECT will improve 1st Street from the intersection of Columbia Street eastward with the installation of new sidewalk and associated extruded curb on the south side of the road for approximately 600 feet. Additional improvements associated with the PROJECT are the following:

- Crosswalk improvements at all corners of the intersection of 1st Street and Columbia Street, including sidewalk ramps meeting American Disabilities Act (ADA) standards and vegetated curb extensions.
- Crosswalk improvements at the approximate mid-block of 1st Street along the sidewalk improvements, including sidewalk ramps meeting ADA standards and vegetated curb extensions (approximately 500 feet east of the 1st and Columbia Street intersection).
- Addition of new stormwater drainage inlets, piping, and manholes for the catchment of street runoff at the proposed curb extensions. The new stormwater conveyance will connect into the existing stormwater conveyance system.
- Pedestrian overlook at a location to be determined along the new sidewalk for viewing the Columbia River Gorge.
- Streetscape enhancements, including, but not limited to benches, bike racks, trash cans, basalt detailing.
- Improvements, repairs, or replacement of the existing guardrail along the south side of 1st Street within the project limits.

A CITY goal is to have the plans, specifications, and cost estimate (PS&E) ready to advertise and award in early 2021 for construction during the spring/summer of 2021.



The project is partially funded by a federal grant; thus, requiring the project to be developed to comply with the Federal Highway Association (FHWA) and National Environmental Protection Agency (NEPA) requirements. Preliminary engineering has been approved by the Washington State Department of Transportation (WSDOT).

## **DESIGN CRITERIA**

CITY will designate the basic premises and criteria for the design. Except where noted, reports and plans will be developed in accordance with the latest edition and amendments of the following documents as of the date of signing of this Contract. Changes in any design standards or requirements after work has begun may result in extra work.

- Measurements will be in English units
- Drafting standards: City of Stevenson
- Horizontal scale: 1-inch = 20-feet
- Horizontal datum: North American Datum 1983 (NAD83) Washington State Plane Coordinate System, South Zone, Grid North, Ground distance, Established by GPS observation
- Vertical datum: North American Vertical Datum 1988 (NAVD88) Established by GPS observation

## **WSDOT Publications**

- Washington State Department of Transportation/American Public Works Association (WSDOT/APWA), 2020 Standard Specifications for Road, Bridge, and Municipal Construction (M41-10), English
- General Special Provisions and Amendments (most current version at time of PS&E)
- WSDOT/APWA Standard Plans for Road, Bridge, and Municipal Construction, 2019 (English) (M21-01)
- Design Manual (M22.01)
- Geotechnical Design Manual (M46-03)
- Environmental Manual (M31-11)
- Plans Preparation Manual (M22-31.07)
- Local Agency Guidelines (M36-63.37)
- Right-of-Way Manual (M26-01)
- Highway Runoff Manual (M31-16)
- Hydraulic Manual (M23-03)
- Traffic Manual (M51-02)
- NEPA Categorical Exclusions A Guidebook for Local Agencies

## **Miscellaneous**

- Stormwater Management Manual for Western Washington, Publication 12-10-021, July 2019, Department of Ecology
- 1994 Stormwater Management Manual for Puget Sound Basin
- A Policy on Geometric Design of Highways and Streets, American Association of State Highway Transportation Officials (ASHTO), 2018

- Roadside Design Guide, AASHTO, 2011
- Manual on Uniform Traffic Control Devices for Streets and Highways
- Public Right of Way Accessible Guidelines (PROWAG)
- City of Stevenson Construction Standards
- City of Stevenson Municipal Code

## **SCOPE OF SERVICES**

### **General Assumptions**

- Right-of-way (ROW) acquisition will not be required. A contingency task for ROW is provided.
- Retaining walls for the proposed sidewalk improvements are not required. Retaining walls for the proposed pedestrian overlook may be required.
- Stormwater quality and quantity control are not required.
- The budget for preliminary engineering design phase is based on a duration of nine (9) months from execution of the contract to receiving authorization from WSDOT to advertise the project for bidding (April 2020 – December 2020).
- WSDOT Local Programs will review and comment on milestone submittals at 50-percent and final PS&E (100-percent).
- The CONSULTANT will be responsible for notifying utility companies of required relocation of facilities/lines, if any.
- Design layout geometry and pedestrian overlook concept will be approved by the CITY at the 50-percent submittal.
- The CITY will be responsible for all submittals for grant and regulatory agencies, including deviation requests with assistance from CONSULTANT.
- NEPA documentation is limited to a Categorical Exclusion.
- The project does not require additional federal, state, or local permits and are not included in this scope of work.
- A cultural resource/historic structures study for the project is not required. CONSULTANT will work with WSDOT for a Categorical Exclusion.
- The proposed action is categorically exempt from SEPA threshold determination per WAC 197-11-800(2)(d)(ix) - Addition of bicycle lanes, paths and facilities, and pedestrian walks and paths including sidewalk extensions, but not including additional automobile lanes.

## **TASK 1.0 PROJECT MANAGEMENT**

### **Subtask 1.1 Project Management**

CONSULTANT's project manager will immediately begin coordination and design upon receipt of the signed contract and notice to proceed (NTP). A kickoff meeting has been omitted. Past project experience between the CITY and CONSULTANT team has provided a relationship and understanding on the expectations of each other (e.g., budget, schedule, quality assurance/quality control [QA/QC], and work products to be developed) justifying reasoning to exclude a kickoff meeting. The project manager will develop, execute, and administer subconsultant agreements and review and approve monthly invoices from subconsultants. The

project manager will monitor project budget, prepare monthly progress reports and invoices, schedule and manage team activities, and manage scope change by tracking design decisions and extra work.

Budget tracking and billing processes will be clarified at NTP with the CITY to facilitate grant funding requirements. Lines of communication and responsibilities will be clearly identified. CONSULTANT will develop and manage a MS Project schedule in accordance with the work breakdown structure. The schedule will identify task durations, predecessors, constraints, linkages, deliverables, CITY reviews, reviews by others, progress, milestones, completion dates, and critical path.

CONSULTANT will develop a workplan comprised of the following components:

- Statement of Project Vision and Goals
- List of Critical Success Factors
- Prioritized List of Improvements
- Scope of Services, Schedule, and Budget
- Team Organization/Resources/Responsibilities
- Submittal and Review Process
- Grant Funding Requirements
- Quality Assurance/Quality Control (QA/QC) Plan
- Communication Plan
- Contingency/Risk Management Plan
- Design Criteria and CAD Standards

### **Subtask 1.2 Data Review**

Review reports, as-builts, traffic data, project funding applications, and other CITY-provided data that is available for the PROJECT.

### **Subtask 1.3 Site Walk-Through**

Visit project site with CITY staff and CONSULTANT surveyor to determine base map/survey needs.

### **Assumptions(s)**

- CONSULTANT team's project manager/design engineer, NEPA lead, geotechnical engineer, and surveyor will perform a site visit.

### **Deliverable(s)**

- Monthly progress reports and invoices
- Draft and Final workplan

## **TASK 2.0 MEETINGS AND COORDINATION**

The CITY will be the point of contact and will lead any public information/involvement activities with businesses, homeowners, and any other potentially affected interests.

CONSULTANT will provide progress drawings prepared under other tasks for meetings, open houses with stakeholders, and private utility relocation to the CITY.

The design phase will be for a duration of nine (9) months. CONSULTANT's project manager/engineer will attend monthly progress meetings. These meetings may be held at the City or through conference calls.

### **Subtask 2.1 Progress Meetings/Review Workshops**

CONSULTANT's project manager/engineer will prepare for, facilitate, and document monthly progress meetings during the design. Detailed minutes of the monthly progress meeting discussions, action items and deadlines will be assigned and tracked throughout the project. Review workshops with the CITY will be at concept design, 50-, 75-, and 100-percent level-of-completion. CONSULTANT will prepare workshop summaries documenting design decisions, outstanding issues, and action items.

### **Subtask 2.2 Public Outreach**

CONSULTANT's project manager/engineer will attend one public meeting in the City of Stevenson.

### **Assumption(s)**

- The CITY will be the point of contact with WSDOT and will lead any public information/involvement activities with businesses, homeowners, and any other potentially affected interests.
- The CITY will be responsible for all submittals to grant and regulatory agencies, including deviation requests.
- CONSULTANT's project manager/engineer will attend monthly progress meetings with CITY.

### **Deliverable(s)**

- WSDOT meeting summaries (at 50- and 100-percent); two (2) total, electronically submitted in pdf format
- Monthly progress meeting minutes; five (5) total, electronically submitted in pdf format
- Review workshop summaries (at conceptual, 50-, 75-, and 100-percent); four (4) total, electronically submitted in pdf format
- Progress prints for stakeholder meetings; electronically submitted in pdf format

## **TASK 3.0 SURVEY (KLEIN & ASSOCIATES)**

The following tasks outline the surveying services. Limits of survey work will be confirmed at NTP. Approximate project limits are 200 feet west of the intersection of 1st Street and Columbia Street to approximately 800 feet eastward of the 1st Street and Columbia Street intersection on 1st Street.

### **Subtask 3.1 Right-of-Way Determination**

CONSULTANT will conduct survey mapping along the project boundaries and gather surveys of record at Skamania County, and ROW maps filed with Skamania County Engineering office and the City of Stevenson.

CONSULTANT will perform a field investigation along the project limits to recover existing monuments of record. The centerline and width of ROWs will be computed based, via information gathered in recorded drawings and recovered monuments.

### **Subtask 3.2 Topographic Survey**

CONSULTANT will perform mapping services on approximately 1,000 linear feet of road; 40 feet on each side of the existing road with topographic points no further than 25 feet apart along the project limits. Existing sidewalk joints at intersection sidewalk ramps and driveway ramps will be surveyed.

Contours: Based on 1-foot contour intervals

As part of the mapping service, CONSULTANT will locate the following features.

- Centerline of road
- Edge of asphalt
- Edge of gravel/dirt path
- Existing features within project limits
- Utilities - overhead and below ground
- Stormwater inlets, manholes, and conveyance pipe (including pipe invert elevations at structures)
- Guardrail
- All major grade breaks
- Trees 6 inches and greater, diameter taken at breast height
- Centerline of Columbia Street between State Route 14 and Vancouver Avenue

#### **Assumption(s)**

- Access to adjoining property within project limits. CITY to send letter to adjoining property owners informing them that a survey crew will be conducting survey services on said property prior to entry.
- Horizontal datum: North American Datum 1983 (NAD83) Washington State Plane Coordinate System, South Zone, Grid North, Ground distance, Established by GPS observation.
- Vertical datum: North American Vertical Datum 1988 (NAVD88) Established by GPS observation.

#### **Deliverable(s)**

- Final alignment of road ROW base map
- Final draft of base mapping in AutoCAD2018 format

#### **TASK 4.0      GEOTECHNICAL (RHINO ONE)**

The proposed geotechnical investigation will include the following items of work.

The borings will be made by a truck-mounted drill rig using mud rotary / hollow-stem auger drilling techniques. A detailed geologic reconnaissance of the vicinity of the pedestrian overlook will be completed along with the locations of the planned borings. Two to three borings to a depth of 20 to 25 feet are proposed in the street and/or shoulders.

Disturbed standard split-spoon samples will be obtained from the borings at about 2.5-foot intervals of depths to a depth of 20 feet and at 5 feet intervals thereafter. The Standard Penetration Test will be conducted while the disturbed split-spoon samples are being taken. Thin walled Shelby tube samples will be collected as appropriate.

The borings will be subcontracted to a drilling contractor experienced in drilling and sampling soils for engineering purposes. The drilling and sampling will be accomplished under the direction of an experienced geotechnical engineer or engineering geologist from Rhino One, who will locate the general areas for drilling, contact private utility locates prior to drilling, and maintain a detailed log of the materials and conditions uncovered during the course of the work.

Laboratory testing will include standard classification tests, such as natural water content, unit weight, Atterberg Limits and grain size analysis as appropriate.

Engineering analyses will be accomplished that will lead to the preparation of conclusions and recommendations concerning (1) preliminary evaluation of any existing slope embankment instability; (2) recommendation design support for retaining walls or footings to support a pedestrian overlook structure.

A letter report will be prepared that discusses the work accomplished and presents the results of the various tests and office studies. The report will be provided in electronic format for CITY use and distribution. Paper copies of the report can be provided upon CITY request.

#### **Assumptions(s)**

- Geology mapped as Eagle Creek conglomerate consisting of gravel to boulder size material in a matrix of silt, sand, and clay. The conglomerate is mantled by a variable thickness silty or clayey soil.
- CITY will provide traffic control for the drilling. The drilling will be performed during daytime hours from 8 AM to 5 PM.
- The drill cuttings will be placed in drums and hauled off site.

#### **Deliverable(s)**

- Geotechnical report; electronically submitted in pdf format

## **TASK 5.0 ENVIRONMENTAL REVIEW AND DOCUMENTATION**

The CITY will receive federal funding for this project. As a recipient of federal funding, NEPA review, compliance with Section 106 of the National Historic Preservation Act (NHPA), and Section 7 of the Endangered Species Act (ESA) will be required in addition to local and state permits and authorizations. Compliance with NEPA and other federal environmental laws will be coordinated through the WSDOT Local Programs office. Based on the scale and features of the project, CONSULTANT expects that the project will qualify as a Categorical Exclusion (CE). The sections below outline the tasks that will be necessary to satisfy NEPA review of the project as a CE. Overall, CONSULTANT expects that the NEPA review will consist of a methods and assumptions memorandum, a Categorical Exclusion (CE) Documentation form, and supplemental documentation for a limited number of analysis areas as noted in the tasks below.

Review under the State Environmental Policy Act (SEPA) is required for all agency actions, unless specifically exempted by the SEPA rules or statutes. Washington Administrative Code 197-11-800(2)(d) exempts certain road improvement projects and the project may qualify for an exemption. This scope assumes the project is exempt and the completion of an environmental checklist will not be required.

### **Subtask 5.1 Site Reconnaissance**

To document the existing conditions of the project area, including the presence of areas with specific regulatory requirements, the CONSULTANT will conduct a pedestrian reconnaissance of the project area. The CONSULTANT will traverse the length of the project area on foot and document any potential areas within environmental constraints, such as watercourses, wetlands, and steep slopes. A handheld GPS will record the position or boundaries of any identified features and will be used in the preparation of project maps. Findings of the efforts will be documented in a short technical memo and provided to the CITY. If WSDOT Local Programs staff request a site visit, the field reconnaissance will be coordinated to correspond with the WSDOT site visit.

#### **Assumption(s)**

- No formal delineation of wetlands or other critical areas is anticipated or included.
- This task includes one, four-hour site visit with two environmental CONSULTANT staff.

#### **Deliverable(s)**

- Technical memorandum documenting methods and findings of site reconnaissance (one electronic copy)

### **Subtask 5.2 National Environmental Policy Act Environmental Review Methods and Assumptions Memorandum**

The CONSULTANT will prepare a memorandum of methods and assumptions that will document expectations regarding review methodology and protocols based on the WSDOT Local Programs *NEPA Categorical Exclusions - A Guidebook for Local Agencies*. The methods and assumptions memorandum are intended to establish a common understanding among the project team and agency staff regarding review protocols and the level of detail needed to

support the environmental considerations included in the CE Documentation Form that will be prepared for the project.

Following review of this memorandum by the CITY, it will be provided to WSDOT for their review and concurrence. Concurrence will be obtained by WSDOT signing the memorandum or by providing an e-mail or other written correspondence indicating their acceptance of the conclusions in the memorandum. To facilitate WSDOT review, the CONSULTANT will conduct an early coordination meeting (1-hour meeting or teleconference) with WSDOT Southwest Region Local Programs staff to review this memorandum prior to the preparation of NEPA documents. The CONSULTANT will prepare a meeting agenda and prepare a summary of the early coordination meeting.

The methods and assumptions memorandum will:

- Verify the agencies responsible for NEPA review and identification of staff contacts
- Verify the level of NEPA review, which is anticipated to be a CE
- Affirm the level of technical support documentation to be provided consistent with the scope of services

#### **Assumption(s)**

- A single, early coordination meeting with WSDOT Local Programs environmental staff will be held in Stevenson as soon as possible after NTP. If no meeting is conducted in Stevenson, this task supports two one-hour meetings with one environmental CONSULTANT staff and WSDOT staff in Vancouver.
- This task includes up to 8 hours of coordination with WSDOT staff.
- CITY review of the draft methods and assumptions memorandum will be limited to one review cycle.
- WSDOT review of the draft methods and assumptions memorandum will be limited to one review cycle.

#### **Deliverable(s)**

- Meeting agenda(s) and summary notes.
- Draft methods and assumptions memorandum for environmental documentation (one electronic copy)
- Final methods and assumptions memorandum for environmental documentation (one electronic copy)

#### **Subtask 5.3 CE Documentation Form**

Compliance with NEPA will be documented with a CE Documentation Form Categorical Exclusion (CE) Documentation Form and supporting documentation, including technical memoranda created for the project as noted in Table 1 below. The CONSULTANT will complete the NEPA CE Documentation Form and compile the NEPA environmental documentation in accordance with Chapter 24 of the Local Agency Guidelines (LAG) Manual, NEPA Categorical Exclusions - A Guidebook for Local Agencies, and other appropriate WSDOT and/or FHWA guidance documents.



**Table 1. NEPA Environmental Elements and Proposed Documentation**

NEPA ECS Environmental Elements	Proposed Documentation
Part 4: Environmental Considerations	
1. Air Quality	CE Documentation Form
2. Critical/Sensitive Areas	CE Documentation Form
3. Cultural Resources/Historic Structures	CE Documentation Form
4. Floodplains and Floodways	CE Documentation Form
5. Hazardous and Problem Waste	CE Documentation Form Low-level Hazardous Materials Discipline Report
6. Noise	CE Documentation Form
7. Parks, Recreation Areas, Wildlife Refuges, Section 4(f)/6(f), etc.	CE Documentation Form,
8. Resource Lands	CE Documentation Form
9. Rivers, Streams or Tidal Waters	CE Documentation Form
10. Tribal Lands	CE Documentation Form
11. Visual Quality	CE Documentation Form
12. Water Quality/Stormwater	CE Documentation Form
13. Commitments	CE Documentation Form
14. Environmental Justice	Environmental Justice Matrix
Part 5. Biological Assessment and Essential Fish Habitat Evaluations	No Effect Letter

Table 1 identifies the discipline areas that are assumed to be addressed through the CE Documentation Form and those that require supplemental documentation. As shown, most environmental elements would be addressed with a brief discussion in the CE Documentation Form; supplemental documents are expected to be prepared for environmental justice, hazardous materials, and the ESA and Essential Fish Habitat evaluation.

Attendance at one, 2-hour project team meeting in Stevenson, attended by up to two CONSULTANT planning and environmental staff is included as part of this task. CONSULTANT will also complete a site visit described in Task 5.1.

A WSDOT CE Documentation Form will be completed and assembled. The CONSULTANT will finalize the form based on one round of CITY review and will submit copies of the final draft environmental justice matrix to WSDOT for review. CONSULTANT will finalize the form based on one round of WSDOT review and will submit one electronic copy and two hard copies to WSDOT.

### **Assumption(s)**

- NEPA documentation is assumed to be a CE, and the preparation of an environmental assessment (EA) or environmental impact statement (EIS) is not included in this scope of work.
- Technical memoranda noted above are included as separate tasks.
- Task includes attendance at one, two-hour project team meeting attended by up to two CONSULTANT planning and environmental staff.
- Project is exempt for additional air quality analysis per 40 CFR 93.126 – bicycle and pedestrian facilities.
- Project meets the exemption criteria under Section 106 for cultural resources/historic structures and no formal survey or coordination with Department of Historic Preservation is required.
- Project is not located within a sole source aquifer and no additional documentation is required.
- No critical and sensitive areas, wildlife, rare plants, or habitat, not addressed by the Endangered Species Act, is located within the project area and no additional documentation is required.
- The project does not meet the criteria for when a noise analysis is needed, and no additional documentation is required.
- No 4(f) resources are present within the project limits.
- Project does not increase the acreage of impervious surfaces, does not increase traffic capacity, does not present a significant risk of eroded sediments or contaminants reaching a waterbody, and does not include in-water work; therefore, a water quality/stormwater discipline report is not required.
- Document preparation will begin upon the selection of a preferred alternative.
- The project will be processed by WSDOT as a CE.
- WSDOT is responsible for NEPA review timelines and decisions.
- One round of CITY revisions and WSDOT comments on the CE Documentation Form will occur. These will require minor edits and will not require additional technical analysis.

### **Deliverable(s)**

- Draft CE Documentation Form; electronically submitted in pdf format
- Final CE Documentation Form; electronically submitted in pdf format and two paper copies mailed

### **Subtask 5.4 Low-Level Hazardous Materials Discipline Report**

The CONSULTANT will prepare a low-level hazardous materials discipline report to identify and describe known or possible hazardous materials contamination that may affect the project area and summarize the findings. The discipline report will identify sites that may affect the environment, create significant construction impacts, and/or incur cleanup liability to the CITY. The low-level hazardous materials discipline report will include the following elements:

- Review readily available information regarding geologic and groundwater conditions within the project area to assess potential migration of known or suspected contaminants

that may affect the project area. Existing groundwater information may be obtained from Ecology File Review search or geologic and groundwater reports for the area.

- Order and review an Environmental Data Resources (EDR) report and compile listings of regulatory database records of potential contaminant sources in the vicinity of the project area. The standard regulatory records and required search radius will be in accordance to ASTM E1527 Standards. The EDR report will be attached to the draft and final report.
- Assess historical and current land uses of the project area and adjacent properties. The historical record sources will be reviewed for indications of past occupants or businesses in the project area that may have had the potential to affect the soil or groundwater within the project area. The CONSULTANT will review aerial photographs, fire insurance maps, and historical topographic maps and online assessor records.
- Conduct reconnaissance windshield survey within and immediately adjacent to the project area. The survey will be limited to features readily observed from public access corridors and will identify and record any environmental conditions which have the potential to affect the project area.
- Evaluate the compiled information and describe and utilize a logical screening methodology to eliminate sites that pose little to no risk and do not warrant further investigation. The CONSULTANT will create a table of validated sites that may affect the environment during construction, create significant construction impacts, and incur cleanup liability to the CITY. Risk levels will be assigned as and summarized as described in the WSDOT Guidance and Standard Methodology for WSDOT Hazardous Materials Discipline Reports, June 2009.
- The sites of concern identified during the site screening process will be evaluated for the type of impact to the environment, construction, or CITY's liability.
- The CONSULTANT will prepare a low-level hazardous materials discipline report to document the findings and conclusions and, if warranted, to provide recommendations and estimated costs for additional assessment for specific properties that may affect the project in either construction or acquisition. Any additions, deviations from the requirements, and significant data gaps will be explained in the report.
- A WSDOT low level HMA will be completed and assembled. The CONSULTANT will finalize the report based on one round of CITY review and will submit copies of the final draft report to WSDOT for review. CONSULTANT will finalize the report based on one round of WSDOT review. CONSULTANT will submit one electronic copy and two hard copies to WSDOT upon finalizing the report.

### **Assumptions**

- Conduct a three-hour reconnaissance windshield survey with one CONSULTANT environmental staff.
- The CONSULTANT will obtain a regulatory database search report.
- CITY review of the draft low-level hazardous materials discipline report will be limited to one review cycle.
- WSDOT review of the draft low-level hazardous materials discipline report will be limited to one review cycle.

## **Deliverables**

- Draft low-level hazardous materials discipline report; electronically submitted in pdf format
- Final low-level hazardous materials discipline report; electronically submitted in pdf format and two paper copies mailed

## **Subtask 5.5 Environmental Justice Matrix**

The environmental justice matrix will document compliance with the environmental justice executive order (Executive Order [EO] 12898). EO 12898 requires all federal agencies to consider the impacts of their proposed activities on low-income and minority populations, which are referred to as environmental justice populations. This technical memorandum will identify environmental justice populations within the project area and assess the potential for disproportionately high and adverse impacts to these populations. Environmental justice populations will be identified using a primary data source—the 2010 U.S. current Census as reported through the Environmental Protection Agency EJ Viewer website—and a secondary data source, such as student demographic data made for the local public school district as published in the Washington State Report Card. If an environmental justice population is present in the project area, potential impacts, including the possibility for disproportionate adverse impacts on these populations would be evaluated consistent with Title VI of the Civil Rights Act of 1964.

A WSDOT environmental justice matrix will be completed and assembled. The CONSULTANT will revise the draft matrix based on one round of CITY review and will submit copies of the final draft environmental justice matrix to WSDOT. CONSULTANT will finalize environmental justice matrix based on one round of WSDOT review and will submit one electronic copy and two hard copies to WSDOT upon finalizing the report.

## **Assumption(s)**

- A formal discipline report is not anticipated and the environmental justice matrix with supporting population data will be sufficient for NEPA compliance.
- Door-to-door visits in the area will not be conducted.
- One round of CITY revisions and WSDOT comments on the environmental justice matrix will occur. CITY revisions and WSDOT comments on the draft and final matrix will be minor edits and will not require additional technical analysis.

## **Deliverable(s)**

- Draft environmental justice matrix and supporting population data; electronically submitted in pdf format
- Final environmental justice matrix and population data; electronically submitted in pdf format and two paper copies mailed

## **Subtask 5.6 ESA Compliance**

Compliance with the requirements of the ESA is necessary for the project. Based on the expected avoidance of in-water work and wetland impacts, no impacts to listed species and critical habitats are anticipated. Therefore, this task assumes the preparation of a letter, using the WSDOT letter template, documenting that the project will have no effects to ESA-listed

species and their critical habitat or to essential fish habitat as defined by the Magnuson-Stevens Act. The CONSULTANT will prepare and submit a no-effect letter to WSDOT to secure their approval of a no-effect determination, which will complete the ESA process.

The CONSULTANT will finalize the letter based on one round of CITY review and will submit copies of the final draft to WSDOT for review. CONSULTANT will finalize the letter based on one round of WSDOT review. CONSULTANT will submit one electronic copy and two hard copies to WSDOT upon finalizing the letter.

#### **Assumption(s)**

- This task assumes that the project will avoid in-water work and impacts to wetlands and/or their buffers, and the project as designed and constructed will avoid impacts to listed species and critical habitat.
- FHWA will not initiate formal or informal ESA Section 7 consultation with the agencies.
- The no-effect letter for ESA compliance will be prepared using the WSDOT letter template.
- WSDOT environmental staff will approve the preparation of a no-effect letter for ESA compliance and will not require preparation of a biological assessment or consultation with the agencies.
- One round of CITY revisions and WSDOT comments on the no effect letter will occur. CITY and WSDOT comments on the draft and final letter will be minor edits and will not require additional technical analysis.

#### **Deliverable(s)**

- Preparation of one draft no-effect letter for CITY review (one electronic copy)
- Preparation of one draft no-effect letter for WSDOT review (one electronic copy)
- Preparation of one final no-effect letter based on WSDOT comments (one electronic copy and two paper copies)

### **TASK 6.0      TRAFFIC ILLUMINATION DESIGN**

#### **Subtask 6.1      Illumination - Photometric Analysis**

CONSULTANT will prepare a photometric analysis for roadway illumination within the project limits, including the 1st Street and Columbia Street intersection and new mid-block pedestrian crossing approximately 500 feet to the east of Columbia Street on 1<sup>st</sup> Street. The analysis will assume that existing light poles will be maintained to the extent possible, and existing luminaires will be replaced with LED. It is anticipated that new light poles will be required to meet light levels at the 1<sup>st</sup> Street and Columbia Street intersection and the new mid-block pedestrian crossing. The analysis will be conducted using current industry standard lighting design software. The lighting analysis will be used to determine the conceptual layout of roadway lighting. CITY and WSDOT Standards (Chapter 1040 of the WSDOT *Design Manual*) for light levels and illumination analysis will be followed. Base maps showing the project area including up to 500 feet in advance of the project limits on all approaches, will be required for the analysis.

The photometric analysis will be summarized in an e-mail for CITY review, along with graphical output of the estimated illumination levels. At a minimum, the e-mail summarizing the lighting analysis will include illumination target values, values achieved, and a description of the luminaire and light pole being used in the analysis. CONSULTANT will prepare a final e-mail and graphical output based on comments received from the CITY.

### **Assumptions**

- Base map showing existing and proposed curbs, sidewalks, ROW, street lights, and utilities will be provided by CONSULTANT in AutoCAD format.
- The graphical output of estimated illumination levels will be provided to the CITY in PDF format, along with a lighting analysis e-mail.
- Prior to conducting any analysis, the CITY will identify the luminaire to be used in the lighting design.
- The photometric analysis will be submitted at the 30 percent design level.

### **Deliverable(s)**

- Draft photometric analysis e-mail and graphical output of illumination levels
- Final photometric analysis e-mail and graphical output of illumination levels

### **Subtask 6.2 Illumination - Design and Plans, Specifications, and Estimate**

CONSULTANT will prepare final PS&E for the associated roadway illumination improvements within the project construction limits. The roadway illumination design will be based on approved luminaire locations identified in the lighting analysis under Subtask 7.1.

CONSULTANT will design the roadway illumination within the project area and will coordinate with the CITY and the local electric utility regarding connections to power service locations, if necessary. The lighting design will include the installation of new LED luminaries. CONSULTANT will identify if special foundation designs for light standards are required due to being located on unavoidable utilities. Special foundation designs are not included under this task.

CONSULTANT will research and confirm locations for all new street light standards within the project area to minimize conflicts between poles, foundations, underground utilities, overhead utilities, and trees. CONSULTANT will design the conduit, wiring, and pull box system necessary to complete the lighting design. Voltage drop calculations will also be performed to verify lighting circuits and conductor sizes.

Specifications will be developed based on the CITY design standards and the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction. Project specifications will be submitted with each submittal starting at the 75 percent submittal level.

Cost estimates will be developed based on WSDOT bid history analysis and internal cost estimating and project bid history on similar projects. Construction cost estimates will be provided for each submittal.

### **Submittals and Base Mapping**

Submittals will be made at the concept layout, 50-, 75-, and 99-percent design levels. Base maps showing existing and proposed curbs, sidewalks, ROW, street lights, and utilities will be provided by CONSULTANT in AutoCAD format. Based on the project limits, the following plan sheets will be prepared as part of this task for each submittal.

- Illumination plans; two plan sheets (1" = 20')
- Lighting details; one 1 plan sheet (NTS)

### **Deliverable(s)**

- Concept lighting design, and construction cost estimates
- 50 percent lighting design, construction cost estimate, and project special provisions
- 75 percent lighting design, construction cost estimate, and project special provisions
- 100 percent lighting design, construction cost estimate, and project special provisions

## **TASK 7.0 PLANS, SPECS, AND ESTIMATE (PS&E)**

### **Subtask 7.1 Conceptual Design**

The goal of this task will be to develop a design that is approved by the CITY to develop a 50-percent design suitable for WSDOT approval at the end of July 2020.

CONSULTANT will develop a conceptual design of the new sidewalk placement and curb extensions for the project limits. A horizontal alignment plan and typical roadway sections will be provided to comply with established design parameters and project goals for travel lane widths, pedestrian amenities, and intersection control and circulation. Any deviations from the parameters, goals, or design standards will be presented to and discussed with the CITY to provide clear direction for the design.

CONSULTANT will prepare up to three conceptual designs for a pedestrian overlook for the project. A conceptual construction cost estimate will be developed for each design to determine the impact of the cost on the total project funding cost. The designs will be presented to the CITY for their preference at the conceptual design submittal.

Develop a planning level construction cost estimate at this stage to compare against project funding.

Submit conceptual design and planning level estimate to CITY for review and attend workshop.

### **Assumption(s)**

- Landscape submittal will not be required.
- Stormwater will not be shown with the concept.

### **Deliverable(s)**

- Conceptual design sheets; electronically submitted in pdf format
- Planning level construction cost estimate; electronically submitted in pdf format

## **Subtask 7.2 50-Percent Design**

The 50-percent design will include the preparation of an engineering plan set that contains horizontal alignment plans and typical roadway sections based upon the approved concept design. Layout of the pedestrian overlook will be established. Temporary sediment and erosion control, demolition, and stormwater design plans will be included. Existing inlets that will be impacted by the proposed design will be removed and new inlets will be added to replace the existing. All new stormwater structures will connect into the existing stormwater drainage system. CONSULTANT will coordinate with private utilities to determine if any relocations are needed. The design will include the analysis and design of a structure to provide a pedestrian overlook adjacent to the new sidewalk. The design will incorporate retaining walls , if needed. Any deviations from WSDOT design standards will be listed in a design deviation memorandum.

A construction cost estimate will be prepared based upon the 50-percent plans for the CITY to review and to compare against project funding. An outline of the construction specifications will be provided to the CITY.

The 50-percent plans will be composed of the following plan sheets.

- Cover Sheet, Vicinity Map, Drawing Index
- General Notes, Legend, and Abbreviations
- Right-of-Way and Survey Control
- Demolition and Temporary Erosion and Sediment Control
- Temporary Erosion and Sediment Control Details
- Typical Roadway Sections
- Roadway and Stormwater Plans
- Preliminary Signing and Striping Plans
- Preliminary Pedestrian Overlook Plan
- Preliminary Landscape Plans and Plant List
- Preliminary Temporary Traffic Control Plans
- Illumination Site Plan

### **Assumption(s)**

- Landscape design will be for the curb extensions only.
- Stormwater report is not required.
- Stormwater treatment is not required.
- Stormwater detention/retention is not required
- Hydrologic and hydraulic modeling is not required.

### **Deliverable(s)**

- 50-percent plans; electronically submitted in pdf format
- Preliminary construction cost estimate; electronically submitted in pdf format
- Specifications outline; electronically submitted in pdf format



### **Subtask 7.3 75-Percent Design**

CONSULTANT will incorporate comments from WSDOT and the CITY from the 50-percent submittal and develop plans to 75-percent level with complete construction details and notes. The design will include the structural detailing of the pedestrian overlook adjacent to the new sidewalk.

The 75-percent plan set will be comprised of the following drawings.

- Cover Sheet, Vicinity Map, Drawing Index
- General Notes, Legend, and Abbreviations
- Right-of-Way and Survey Control
- Demolition and Temporary Erosion and Sedimentation Control
- Temporary Erosion and Sedimentation Control Details
- Typical Roadway Sections
- Roadway and Stormwater Plan and Profiles
- Roadway and Stormwater Details
- Signing and Striping Plans
- Pedestrian Overlook Plan
- Structural Details for Pedestrian Overlook
- Landscape Plans, Plant List, and Details
- Temporary Traffic Control Plans
- Illumination Plans and Details

CONSULTANT will develop project-specific specifications in WSDOT format and perform a referential review of the plans and project cost estimate, checking for consistency, completeness, and accuracy of the documents.

Perform a final independent QA/QC review by a senior engineer who has not been involved in the design.

Compile and submit 75-percent plans to CITY for review and attend workshop.

#### **Deliverable(s)**

- 75 percent plans; electronically submitted in pdf format
- Project construction estimate; electronically submitted in pdf format
- One copy of specifications; electronically submitted in pdf format

### **Subtask 7.4 Final Plans, Specifications, and Estimate**

The Final PS&E will consist of a 100-percent submittal for CITY and WSDOT final review. CITY and WSDOT comments from the 75-percent submittal will be incorporated into a packaged PS&E document for construction bidding.

A finalized construction cost estimate and project specifications to WSDOT standards with amendments and special provisions specific to project conditions will be compiled for project construction bidding.

**Deliverable(s)**

- 100 percent plans; electronically submitted in pdf format
- Project construction estimate; electronically submitted in pdf format
- One copy of specifications; electronically submitted in pdf format
- Final PS&E package; one USB flash drive with electronic pdf files, four sets 11x17 half-size plans, two sets 22x34 full-size plans, two bound copies of specifications, three copies of project construction estimate.

**TASK 8.0 ADVERTISE, BID, AND AWARD ASSISTANCE**

CONSULTANT will assist the CITY with developing an advertisement for the construction bidding of the project. The CONSULTANT project manager will assist the CITY in answering questions regarding the bid documents and bid process from the bidders. All bids received will be reviewed for accuracy, completeness, and compliance with the procurement policies, procedure, administrative rules and statutes. The CONSULTANT will work with the CITY for the recommendation of the contract award to the preferred bidder.

**Assumption(s)**

- One bid addendum will be prepared for approval by the CITY.

**Deliverable(s)**

- Document for the advertisement for construction bidding
- One addendum to plans or specifications, if needed
- Contract award assistance

## **Exhibit B**

### **DBE Participation**

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This project has a 6% UDBE goal. In an effort to meet this goal, CONSULTANT has subcontracted for geotechnical engineering with Rhino One Geotechnical. UBI# 602958106; Certification Number - D4M0021342. The subcontracted agreement amount is \$17,217 (9.3%).

WSP maintains a robust small business program to promote subconsultant diversity. The national program supports:

- Participation in small business outreach events.
- Training for our staff on small business requirements.
- Posting of subcontracting opportunities.
- Resources for small businesses.
- Participation in mentor/protégé programs.

We have teamed with Rhino One Geotechnical for this project for their commitment to meet the 50 percent design deliverable milestone and complete PS&E documents. WSP USA Inc and Rhino One have current teaming arrangements on other on-going projects, and we will rely on their expertise on slope stability, retaining walls, and construction services.

Agreement Number:

**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**

- Horizontal datum: North American Datum 1983 (NAD83) Washington State Plane Coordinate System, South Zone, Grid North, Ground distance, Established by GPS observation.
- Vertical datum: North American Vertical Datum 1988 (NAVD88) Established by GPS observation.

AutoCAD Civil 3D

**B. Roadway Design Files**

- Drafting standards: City of Stevenson
- Horizontal scale: 1-inch = 20-feet
- Horizontal datum: the North American Datum 1983 (NAD83) Washington State Plane Coordinate System, South Zone, Grid North, Ground distance, Established by GPS observation
- Vertical datum: North American Vertical Datum 1988 (NAVD88) Established by GPS observation
- Washington State Department of Transportation/American Public Works Association (WSDOT/APWA), 2020 Standard Specifications for Road, Bridge, and Municipal Construction (M41-10), English
- General Special Provisions and Amendments (most current version at time of PS&E)
- WSDOT/APWA Standard Plans for Road, Bridge, and Municipal Construction, 2019 (English) (M21-01)
- Local Agency Guidelines (M36-63.37)
- AutoCAD Civil 3D

**C. Computer Aided Drafting Files**

AutoCAD Civil 3D

Agreement Number:

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

Monthly progress meetings

Review workshops after concept design, 50%, 75%, and 100% submittals

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

Geotechnical Report; .pdf file

Methods and assumptions memorandum for environmental documentation; .pdf file

Final environmental justice matrix and technical memorandum; .pdf file

No-effect letter; .pdf file

SEPA checklist; .pdf file

Concept design, 50%, 75%, and 100% PS&E documents; .pdf file

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

N/A

Agreement Number:

II. Any Other Electronic Files to Be Provided

N/A

III. Methods to Electronically Exchange Data

Email

A. Agency Software Suite

N/A

B. Electronic Messaging System

Microsoft Outlook

C. File Transfers Format

Microsoft Outlook

**Exhibit D**  
**Prime Consultant Cost Computations**

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See attached Exhibit D-1 - Consultant Fee Determination  
See attached Exhibit D-2 - Consultant Indirect Cost Rate

Agreement Number:



**EXHIBIT D-1 - CONSULTANT FEE DETERMINATION  
1ST STREET PEDESTRIAN AMENITIES OVERLOOK PROJECT**

**WSP Costs  
5/12/2020**

**DIRECT SALARY COSTS (DSC)**

<u>Personnel</u>	<u>Hours</u>		<u>Rate</u>		<u>Cost</u>
1 Lead Engineer	92	X	\$71.88	= \$	6,613
2 Engineer II (Civil)	332	X	\$44.64	= \$	14,820
3 Sr Engineer (Structural)	145	X	\$49.36	= \$	7,157
4 CADD Supv II	75	X	\$52.22	= \$	3,917
5 Sr Engineer (Civil)	12	X	\$56.75	= \$	681
6 Engineer II (Structural)	142	X	\$40.84	= \$	5,799
7 Sr Engineer (Traffic)	92	X	\$51.93	= \$	4,778
8 Sr Enviro Scientist	48	X	\$57.85	= \$	2,777
9 Planner I	79	X	\$37.50	= \$	2,963
10 Supv Planner	11	X	\$82.85	= \$	911
11 Planner II	36	X	\$42.92	= \$	1,545
12 Architect I	52	X	\$42.19	= \$	2,194
13 Sr Architect	17	X	\$44.19	= \$	751
14 Asst Technical Specialist	7	X	\$30.92	= \$	216
15 Sr Project Accountant	32	X	\$59.56	= \$	1,906
<b>Total Hours</b>	<b>1,172</b>			<b>Subtotal Direct Salary Costs (DSC) = \$</b>	<b>57,028</b>
				<b>Salary Escalation (SE) =</b>	<b>of DSC = \$ -</b>
				<b>Subtotal (DSC + SE) = \$</b>	<b>57,028</b>
<b>Overhead (OH)</b>	<b>136.06%</b>			<b>of (DSC + SE) = \$</b>	<b>77,593</b>
<b>Fixed Fee (FF)</b>	<b>30%</b>			<b>of (DSC + SE) = \$</b>	<b>17,108</b>

**TOTAL SALARY COSTS (DSC + SE + OH + FF) = \$ 151,729**

**DIRECT NONSALARY COSTS (DNCS)**

Mileage	540	miles @ \$ 0.575	\$	311
Miscellaneous Expendables (photographs, equip rental, etc)			\$	200

**TOTAL REIMBURSABLE EXPENSES (DNCS) = \$ 511**

**SUBCONSULTANTS**

Rhino One	\$	17,217
Klein	\$	15,850

**TOTAL SUBCONSULTANTS = \$ 33,067**

**TOTAL AUTHORIZED AMOUNT = \$ 185,306**

Prepared By:



Date: 5/12/2020

TASK DESCRIPTION	Task Number	Lead Engineer	Engineer II (Civil)	Sr Engineer (Structural)	CADD Supv II	Sr Engineer (Civil)	Engineer II (Structural)	Sr Engineer (Traffic)	Sr Enviro Scientist	Planner I	Supv Planner	Planner II	Architect I	Sr Architect	Asst Technical Specialist	Sr Project Accountant	Totals
		\$71.88	\$44.64	\$49.36	\$52.22	\$56.75	\$40.84	\$51.93	\$57.85	\$37.50	\$82.85	\$42.92	\$42.19	\$44.19	\$30.92	\$59.56	
<b>TASK 1 - PROJECT MANAGEMENT</b>	<b>1</b>	<b>36</b>	<b>23</b>	<b>5</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>32</b>	<b>96</b>
<b>Project Management</b>	<b>1.1</b>	<b>31</b>	<b>14</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>32</b>	<b>77</b>
Monitor project budget		18															18
Prepare monthly progress reports and invoices		9														32	41
Develop project schedule		2	6														8
Develop Workplan		2	8														10
<b>Data Review</b>	<b>1.2</b>	<b>-</b>	<b>4</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>4</b>
Data Review			4														4
<b>Site Walk Through</b>	<b>1.3</b>	<b>5</b>	<b>5</b>	<b>5</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>15</b>
																	-
<b>TASK 2 - MEETINGS AND COORDINATION</b>	<b>2</b>	<b>22</b>	<b>31</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>53</b>
<b>Progress Meetings/Review Workshops</b>	<b>2.1</b>	<b>14</b>	<b>23</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>37</b>
Monthly Progress Meetings		4	9														13
Conceptual Design		2	2														4
50 percent		2	4														6
75 percent		2	4														6
100 percent		4	4														8
<b>Public Outreach</b>	<b>2.2</b>	<b>8</b>	<b>8</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>16</b>
Prep		2	2														4
Attend (incl travel)		6	6														12
<b>TASK 3.0 - SURVEY</b>	<b>3</b>																<b>-</b>
See Klein & Associates Estimate																	
<b>TASK 4.0 - GEOTECHNICAL</b>	<b>4</b>																<b>-</b>
See Rhino One Estimate																	

TASK DESCRIPTION	Task Number	Lead Engineer	Engineer II (Civil)	Sr Engineer (Structural)	CADD Supv II	Sr Engineer (Civil)	Engineer II (Structural)	Sr Engineer (Traffic)	Sr Enviro Scientist	Planner I	Supv Planner	Planner II	Architect I	Sr Architect	Asst Technical Specialist	Sr Project Accountant	Totals
		\$71.88	\$44.64	\$49.36	\$52.22	\$56.75	\$40.84	\$51.93	\$57.85	\$37.50	\$82.85	\$42.92	\$42.19	\$44.19	\$30.92	\$59.56	
<b>TASK 5.0 - ENVIRONMENTAL REVIEW AND DOCUMENTATION</b>		-	-	-	-	-	-	-	48	79	11	36	-	17	7	-	198
<b>Site Reconnaissance</b>	5.1								8	14	1	-	-	4	1	-	28
Pedestrian Reconnaissance										6							6
Technical Memorandum									8	8	1			4	1		22
<b>NEPA Environmental Review Methods and Assumptions</b>	5.2								8	18	1	-	-	-	1	-	28
Kickoff Meeting										6							6
Methods and Assumptions Memorandum									8	12	1				1		22
<b>CE Documentation Form</b>	5.3								8	20	2	8	-	4	-	-	42
Tech Memo									4	12	1	4		4			25
ECS form									4	8	1	4					17
<b>Low-level Hazardous Materials Discipline Report</b>	5.4								6	25	2	-	-	4	2	-	39
Site Reconnaissance										3							3
Database search report										3							3
EDR										3							3
Low Level HazMat Report									6	16	2			4	2		30
<b>Environmental Justice Matrix</b>	5.5								2	-	4	28	-	1	2	-	37
EJ Matrix									2		4	28		1	2		37
<b>ESA Compliance</b>	5.6								16	2	1	-	-	4	1	-	24
No effect letter									16	2	1			4	1		24
<b>TASK 6.0 - TRAFFIC ANALYSIS</b>									16								16
Lighting Analysis									16								16

TASK DESCRIPTION	Task Number	Lead Engineer	Engineer II (Civil)	Sr Engineer (Structural)	CADD Supv II	Sr Engineer (Civil)	Engineer II (Structural)	Sr Engineer (Traffic)	Sr Enviro Scientist	Planner I	Supv Planner	Planner II	Architect I	Sr Architect	Asst Technical Specialist	Sr Project Accountant	Totals
		\$71.88	\$44.64	\$49.36	\$52.22	\$56.75	\$40.84	\$51.93	\$57.85	\$37.50	\$82.85	\$42.92	\$42.19	\$44.19	\$30.92	\$59.56	
<b>TASK 7.0 - PLANS, SPECS, AND ESTIMATE (PS&amp;E)</b>	<b>7</b>	<b>24</b>	<b>270</b>	<b>140</b>	<b>75</b>	<b>12</b>	<b>142</b>	<b>76</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>52</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>791</b>
<b>Conceptual Design</b>	<b>7.1</b>	<b>4</b>	<b>42</b>	<b>20</b>	<b>6</b>	<b>-</b>	<b>32</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>104</b>
Sidewalk Plan			24		4												28
Typical Road Section			8		2												10
Pedestrian Overlook - 3 Concepts & Estimates		2	2	16			32										52
Opinion of Probable Construction Cost		2	8	4													14
<b>50 Percent Design</b>	<b>7.2</b>	<b>8</b>	<b>78</b>	<b>28</b>	<b>25</b>	<b>4</b>	<b>22</b>	<b>20</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>14</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>199</b>
Cover Sheet, Vicinity Map, Drawing Index			2		2												4
General Notes, Legend, and Abbreviations			4		4												8
Right-of-Way and Survel Control			4		2												6
Demolition and Temporary Erosion and Sediment Control			4		1												5
Temporary Erosion and Sediment Control Details			4		2												6
Typical Roadway Sections			4														4
Roadway and Drainage Plans			16		2												18
Preliminary Signing and Striping Plans			4		2												6
Preliminary Pedestrian Overlook Plan			8	16			16										40
Preliminary Landscape Plans and Plant List					2								12				14
Preliminary Traffic Control Plans			8		4												12
Illumination Site Plan					4			20									24
Specification Outline			4	4													8
Opinion of Probable Construction Cost		4	14	6			6										30
QA/QC		4	2	2		4							2				14

TASK DESCRIPTION	Task Number	Lead Engineer	Engineer II (Civil)	Sr Engineer (Structural)	CADD Supv II	Sr Engineer (Civil)	Engineer II (Structural)	Sr Engineer (Traffic)	Sr Enviro Scientist	Planner I	Supv Planner	Planner II	Architect I	Sr Architect	Asst Technical Specialist	Sr Project Accountant	Totals
		\$71.88	\$44.64	\$49.36	\$52.22	\$56.75	\$40.84	\$51.93	\$57.85	\$37.50	\$82.85	\$42.92	\$42.19	\$44.19	\$30.92	\$59.56	
<b>75 Percent Design</b>	<b>7.3</b>	8	83	46	34	4	40	32	-	-	-	-	26	-	-	-	<b>273</b>
Cover Sheet, Vicinity Map, Drawing Index			1		2												3
General Notes, Legend, and Abbreviations					1												1
Right-of-Way and Survel Control					1												1
Demolition and Temporary Erosion and Sediment Control			4														4
Temporary Erosion and Sediment Control Details			4														4
Typical Roadway Sections			4														4
Roadway and Drainage Plans			8														8
Roadway and Drainage Details			8		4												12
Signing and Striping Plans			4														4
Pedestrian Overlook Plan			8	8	4		8						8				36
Structural Details for Pedestrian Overlook (incl calcs)				12	12		32										56
Landscape Plans, Plant List, and Details					4								16				20
Temporary Traffic Control Plans			8		2												10
Illumination Site Plan and Details					4			32									36
Specifications and Special Provisions		4	16	16													36
Opinion of Probable Construction Cost		2	16	8													26
QA/QC		2	2	2		4							2				12
<b>PS&amp;E - 100 Percent Design</b>	<b>7.4</b>	4	67	46	10	4	48	24	-	-	-	-	12	-	-	-	<b>215</b>
Cover Sheet, Vicinity Map, Drawing Index			1		1												2
General Notes, Legend, and Abbreviations					1												1
Right-of-Way and Survel Control					1												1
Demolition and Temporary Erosion and Sediment Control			2														2
Temporary Erosion and Sediment Control Details					1												1
Typical Roadway Sections			2														2
Roadway and Drainage Plans			8														8
Roadway and Drainage Details			4														4
Signing and Striping Plans			4														4
Pedestrian Overlook Plan			8	8	4		24						4				48
Structural Details for Pedestrian Overlook				12			24										36
Landscape Plans, Plant List, and Details													6				6
Temporary Traffic Control Plans			8														8
Illumination Site Plan and Details					2			24									26
Specifications and Special Provisions		2	16	16													34
Opinion of Probable Construction Cost			12	8													20
QA/QC		2	2	2		4							2				12





## Exhibit D-2 - Consultant Indirect Cost Rate

July 17, 2019

WSP USA, Inc.  
250 West 34<sup>th</sup> Street  
New York, NY 10119

Subject: Acceptance FYE 2018 ICR – CPA Report

Dear Christopher Kidd:

We have accepted your firms FYE 2018 Indirect Cost Rate (ICR) based on the “Independent CPA Report,” prepared by Deloitte & Touche, LLP as follows:

- General Services Office: 136.06% of direct labor (rate includes 0.59% Facilities Capital Cost of Money)
- Based Field: 98.67% of direct labor (rate includes .32% Facilities Capital Cost of Money)

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

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

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

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

Regards;

**Jonson, Erik**  
Jul 18 2019 9:39 AM

cosign

ERIK K. JONSON  
Contract Services Manager

EKJ:ah

# **Exhibit E**

## **Sub-consultant Cost Computations**

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The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

See attached Exhibit E-1 - Subconsultant Fee Determination

See attached Exhibit E-2 - Subconsultant Indirect Cost Rate

Agreement Number:



**EXHIBIT E-1 - SUBCONSULTANT FEE DETERMINATION  
1ST STREET PEDESTRIAN AMENITIES OVERLOOK PROJECT**

**RHINO ONE Costs  
4/9/2020**

**DIRECT SALARY COSTS (DSC)**

<u>Personnel</u>	<u>Hours</u>		<u>Rate</u>		<u>Cost</u>
1 Associate	18	X	\$62.50	= \$	1,125
2 Project Engineer	44	X	\$37.50	= \$	1,650
3 Staff Engineer	0	X	\$0.00	= \$	-
4 Production	38	X	\$40.00	= \$	1,520
5 CAD/Design	12	X	\$29.50	= \$	354
	0	X	\$0.00	= \$	-
<b>Total Hours</b>	<b>112</b>		<b>Subtotal Direct Salary Costs (DSC) =</b>	<b>\$</b>	<b>4,649</b>
			<b>Salary Escalation (SE) =</b>	<b>of DSC =</b>	<b>\$ -</b>
			<b>Subtotal (DSC + SE) =</b>	<b>\$</b>	<b>4,649</b>
<b>Overhead (OH)</b>	<b>110.00%</b>		<b>of (DSC + SE) =</b>	<b>\$</b>	<b>5,114</b>
<b>Fixed Fee (FF)</b>	<b>30%</b>		<b>of (DSC + SE) =</b>	<b>\$</b>	<b>1,395</b>
<b>TOTAL SALARY COSTS (DSC + SE + OH + FF) = \$</b>					<b>11,158</b>

**DIRECT NONSALARY COSTS (DNSC)**

4.2 Drill Rig	1	day	3750	\$	3,750
Private Utility Locates	1	trip	\$ 300	\$	300
Mileage	160	miles @	\$ 0.575	\$	92
4.3 Twenty Five Water Contents	27	@	\$21	\$	567
Three Atterburg Limits	3	@	\$125	\$	375
Three Grain Size	3	@	\$125	\$	375
Two Moisture Density	2	@	\$100	\$	200
pH, electrical resistivity, sulphites, chlorides	1	@	\$400	\$	400
<b>TOTAL REIMBURSABLE EXPENSES (DNSC) = \$</b>					<b>6,059</b>

**TOTAL AUTHORIZED AMOUNT = \$ 17,217**

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



Date: \_\_\_\_\_

04/09/2020



**EXHIBIT E-1 - SUBCONSULTANT FEE DETERMINATION  
1ST STREET PEDESTRIAN AMENITIES OVERLOOK PROJECT**

**Klein Costs  
5/12/2020**

**DIRECT SALARY COSTS (DSC)**

<u>Personnel</u>	<u>Hours</u>		<u>Rate</u>		<u>Cost</u>
1 Senior PLS	10	X	\$54.17	= \$	542
2 Project Manager	16	X	\$50.00	= \$	800
3 LSIT	12	X	\$39.60	= \$	475
4 Tech- Survey	4	X	\$45.83	= \$	183
5 Senior Draftsman	30	X	\$39.58	= \$	1,187
6 2 person field crew	40	X	\$83.33	= \$	3,333
7 Management/Administration	<u>2</u>	X	\$27.10	= \$	<u>54</u>

Total Hours **114** Subtotal Direct Salary Costs (DSC) = \$ **6,575**

Salary Escalation (SE) = of DSC = \$ **-**

Subtotal (DSC + SE) = \$ **6,575**

Overhead (OH) **110.00%** of (DSC + SE) = \$ **7,233**

Fixed Fee (FF) **30%** of (DSC + SE) = \$ **1,973**

**TOTAL SALARY COSTS (DSC + SE + OH + FF) = \$ 15,780**

**DIRECT NONSALARY COSTS (DNCS)**

Research right-of-way, survey and deed copies, \$ 70

\$ -

**TOTAL REIMBURSABLE EXPENSES (DNCS) = \$ 70**

**TOTAL AUTHORIZED AMOUNT = \$ 15,850**

Prepared By:



Date: 5/12/2020

EXHIBIT E-1: SUBCONSULTANT FEE DETERMINATION  
 1ST STREET PEDESTRIAN AMENITIES OVERLOOK PROJECT

Klein Hours  
 5/12/2020

TASK DESCRIPTION	Task Number	Senior PLS	Project Manager	LSIT	Tech - Survey	Senior Draftsman	2 Person Field Crew	Management/ Administration	Totals
		\$54.17	\$50.00	\$39.60	\$45.83	\$39.58	\$83.33	\$27.10	
<b>TASK 1 - PROJECT MANAGEMENT</b>	<b>1</b>	<u>4</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>4</u>
<b>Site Walk Through</b>	1.3	4							
<b>TASK 3.0 - SURVEY</b>	<b>3</b>	<u>6</u>	<u>16</u>	<u>12</u>	<u>4</u>	<u>30</u>	<u>40</u>	<u>2</u>	<u>110</u>
<b>Task 3.1 - Right-of-Way Determination</b> Conduct surveying research, field locate Right-of-Way monuments along with monuments of record, compute Right-of-Way	3.1	1	5	2		4	8		20
<b>Task 3.2 - Topographic Survey</b> Mapping services, and prepare base map	3.2	2	5	5	4	16	30	1	63
<b>Task 3.3 - WSDOT ROW Map</b>	3.3	3	6	5		10	2	1	27
<b>Total</b>		<b>10</b>	<b>16</b>	<b>12</b>	<b>4</b>	<b>30</b>	<b>40</b>	<b>2</b>	<b><u>114</u></b>

Exhibit E-2 - Subconsultant Indirect Cost Rate



Transportation Building  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300  
360-705-7000  
TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

May 4, 2020

Rajiv Ali, Owner  
Rhino One, LLC  
12308 NE 56<sup>th</sup> St, STE 1107  
Vancouver, WA 98682

Re: Rhino One, LLC  
Safe Harbor Indirect Cost Rate Extension

Dear Mr. Ali:

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

We completed our risk assessment for Rhino One in October 2016. Our assessment was conducted based on the documentation provided by the firm. The reviewed data included, but was not limited to, a description of the company, basis of accounting, accounting system and the basis of indirect costs. Based on our review, we found the firm eligible to use the Safe Harbor rate. Rhino One opted to use the Safe Harbor rate, rather than provide a FAR-compliant rate.

Based on further review and discussion with the firm, we are issuing an extension of the Safe Harbor Indirect Cost Rate of 110% of direct labor with a field rate, where applicable, of 80% of direct labor for Rhino One.

Rhino One has agreed to improve Internal Controls and timekeeping processes in order to be able to develop an Indirect Cost Rate Schedule in the future in accordance with the Federal Acquisition Regulations (FAR), Subpart 31. The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide. You may use the Safe Harbor Rate of 110%, or 80% for field office situations, for agreements entered into prior to June 30, 2021. For agreements entered into after this date, please contact the WSDOT Consultant Services Office (CSO) or our office for guidance.

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

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

Sincerely,

A handwritten signature in cursive script that reads 'Schatzie A. Harvey'.

Schatzie Harvey, CPA  
Agreement Compliance Audit Manager

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

Exhibit E-2 - Subconsultant Indirect Cost Rate



Transportation Building  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300  
360-705-7000  
TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

May 14, 2020

James Klein, President  
Klein & Associates, Inc.  
1411 13<sup>th</sup> St  
Hood River, OR 97031-1615

Re: Klein & Associates, Inc.  
Safe Harbor Indirect Cost Rate Extension

Dear Mr. Klein:

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

We completed our risk assessment for Klein & Associates in May 2017. Our assessment was conducted based on the documentation provided by the firm. The reviewed data included, but was not limited to, a description of the company, basis of accounting, accounting system and the basis of indirect costs. Based on our review, we found the firm eligible to use the Safe Harbor rate. Klein & Associates opted to use the Safe Harbor rate, rather than provide a FAR-compliant rate.

Based on further review and discussion with the firm, we are issuing an extension of the Safe Harbor Indirect Cost Rate of 110% of direct labor with a field rate, where applicable, of 80% of direct labor for Klein & Associates.

Klein & Associates has agreed to improve Internal Controls and timekeeping processes in order to be able to develop an Indirect Cost Rate Schedule in the future in accordance with the Federal Acquisition Regulations (FAR), Subpart 31. The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide. You may use the Safe Harbor Rate of 110%, or 80% for field office situations, for agreements entered into prior to June 30, 2022. For agreements entered into after this date, please contact the WSDOT Consultant Services Office (CSO) or our office for guidance.

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

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

Sincerely,

*Schatzie A. Harvey*  
Schatzie Harvey, CPA  
Agreement Compliance Audit Manager

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

# **Exhibit F**

## **Title VI Assurances**

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

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

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

Agreement Number:

**Exhibit G**  
**Certification Documents**

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- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of \_\_\_\_\_
- 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  
WSP USA Inc.

whose address is

851 SW 6th Ave, Suite 1600, Portland, OR 97204

and that neither the above firm nor I have:


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

I acknowledge that this certificate is to be furnished to the City of Stevenson  
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.

WSP USA Inc.

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Consultant (Firm Name)



Signature (Authorized Official of Consultant)

5/14/20

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Date

Agreement Number:

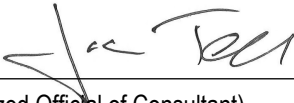
## Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- 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.

WSP USA Inc.

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Consultant (Firm Name)



Signature (Authorized Official of Consultant)

5/14/2020

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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.

WSP USA Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

5/14/2020

Date

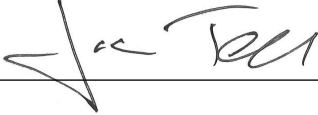
Agreement Number:

## Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of 1st Street Pedestrian Improvements and Amc\* are accurate, complete, and current as of May, 12, 2020 \*\*.

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

Firm: WSP USA Inc.



Signature

Vice President | Area Manager

Title

Date of Execution\*\*\*: 5/14/2020

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

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

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

Agreement Number:

# **Exhibit H**

## **Liability Insurance Increase**

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### **To Be Used Only If Insurance Requirements Are Increased**

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ N/A

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ N/A

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ N/A

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

N/A

Agreement Number:

# **Exhibit I**

## **Alleged Consultant Design Error Procedures**

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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.

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## **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.

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# **Exhibit J**

## **Consultant Claim Procedures**

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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.

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### **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.

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