

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

Agreement Number: 1005-ST

Firm/Organization Legal Name (do not use dba's): Wallis Engineering, PLLC	
Address 215 W. 4th Street, Suite 200, Vancouver, WA 98660	Federal Aid Number
UBI Number 601-923-546	Federal TIN 91-1944973
Execution Date	Completion Date 12/31/2026
1099 Form Required <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Project Title Lasher Street Improvement	
Description of Work Addition of sidewalk, stormwater controls and amenities (1 side from Jefferson Street to end). Add sidewalk, stormwater controls, and amenities (2 sides from Vancouver to Jefferson Street). Calm traffic at Jefferson Street intersection. The city may choose to supplement this agreement into future phases (RW, CN).	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No MBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No WBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No SBE Participation	Maximum Amount Payable: \$265,530.54

Index of Exhibits

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

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the City of Stevenson, hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

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

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

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

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

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

If to AGENCY:

Name: Carolyn Sourek
Agency: City of Stevenson
Address: PO Box 371
City: Stevenson State: WA Zip: 98648
Email: Carolyn@ci.stevenson.wa.us
Phone: 509-427-5970
Facsimile:

If to CONSULTANT:

Name: Jane Vail
Agency: Wallis Engineering, PLLC
Address: 215 W. 4th St, #200
City: Vancouver State: WA Zip: 98660
Email: jane.vail@walliseng.net
Phone: 360-695-7041
Facsimile:

IV. Time for Beginning and Completion

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

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

V. Payment Provisions

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

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

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

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

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

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

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

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

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

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

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

Agreement Number:

1005-ST

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

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

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

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

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

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

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

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

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

Insurance Coverage

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

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

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

Name: Carolyn Sourek
Agency: City of Stevenson
Address: PO Box 371
City: Stevenson State: WA Zip: 98648
Email: Carolyn@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 or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

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

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

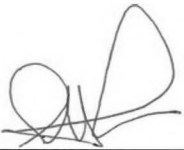
For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs,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

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

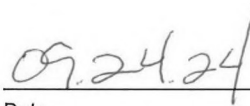
"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

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

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



Signature CITY OF STEVENSON, MAYOR



Date

Jane Vail

Digitally signed by Jane Vail
DN: CN=Jane Vail,
o=Qualifier=011410D0000018F35F9600A0000A9E5, O=Wallis
Engineering PLLC, C=US
Location: Wallis Engineering
Reason: I have reviewed this document
Contact Info: jane.vail@walliseng.net
Date: 2024.09.25 12:31:58-07'00'

Signature

Date

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

Exhibit A
Scope of Work

Project No.

See attached Scope of Work

PROJECT BACKGROUND

Lasher Street is a narrow asphalt-paved residential street lacking sidewalk, stormwater management facilities, and pedestrian-scale lighting. To fund design and construction of improvements to Lasher Street, the City of Stevenson has received direct legislative appropriations (administered by WSDOT) and is currently applying for a CDBG grant from HUD. Improvements will consist of:

- Street reconstruction or pavement rehabilitation for Lasher Street to the desired street cross section, potentially including traffic calming measures
- New sidewalk on both sides of the street on lower Lasher Street - between Vancouver Ave and Jefferson Ave
- New sidewalk on the east side of the street on upper Lasher Street - between Jefferson Ave and the north terminus of the street
- Retaining walls to expand the road prism width and allow for sidewalk infill. Two retaining walls are anticipated; a wall on the east side of Lasher St between Vancouver Ave and Jefferson Ave, and a wall on the east side of Lasher St between Jefferson Ave and the end of the street.
- Street and/or pedestrian-scale lighting on Lasher St
- Landscaping improvements, to be low maintenance
- Stormwater management solutions in accordance with funding and regulatory requirements
- Replacement of the existing waterline and hydrant to serve upper Lasher Street

GENERAL SCOPE OF PROJECT

Wallis Engineering will provide project management and coordination, and lead a team to complete design and contract documents necessary to deliver the Lasher Street Improvements project. Work will include project management, surveying, geotechnical investigations and recommendations, civil engineering design, structural engineering design, electrical/lighting design, environmental permitting support, cultural resources permitting support, arborist recommendations, contract document preparation and bidding assistance.

We will design improvements based on the City's budget, their design and maintenance preferences and funding requirements.

The scope of work described below represents the anticipated needs of the project based on a preliminary understanding of the City's goals and objectives. It is anticipated that the assumptions made throughout this scope of work regarding the desired improvements will be refined as project information is obtained and preliminary design is completed. If the anticipated needs of the project change substantially from those assumed, the City reserves the right to modify the scope of work to adequately meet the needs of the project. Modifications would be made through future supplementals to the scope of work.

PROJECT TEAM

Wallis Engineering will serve as the prime consultant for this project, leading a team of subconsultants to complete all the services identified in the specific scope of work. The project team is listed below, with the responsibilities which they will complete.

Consultant	Responsibilities
Wallis Engineering (Wallis)	Civil Engineering
Archaeological Investigations NW (AINW)	Archaeological Services
Columbia West Engineering, Inc.	Geotechnical Engineering
Ecological Land Services (ELS)	Permitting
KC Development (KCD)	Surveying
Kramer Gehlen & Associates (KGA)	Structural Engineering
Lancaster Mobley	Street Lighting
Todd Prager & Associates, LLC (Prager)	Arborist Services

SPECIFIC SCOPE OF WORK

TASK 1 PROJECT MANAGEMENT AND ADMINISTRATION

Objective: Provide project management, coordination, and direction of the design team to complete the project. Establish quality control management and designate responsibility of technical work deliverables and products.

1.1 Project Management and Coordination

Provide comprehensive project management to ensure the scope, schedule and budget are met including schedule updates, coordination, and direction to City staff and design team to successfully complete the project. This task also includes providing monthly updates to the City on project status. Project management will include the following:

- We will provide comprehensive project management to ensure the scope, schedule, and budget are met.
- We will provide a contact person for the City while coordinating with the project team.
- We will maintain a comprehensive schedule which will include individual task milestones and duration.

We will also coordinate with Grayling Engineers, the City’s consultant preparing design of a waterline improvements project immediately adjacent to the proposed project.

Wallis will lead up to three design meetings with City staff, to be held at City Hall:

- A meeting to discuss potential design alternatives
- An alternative selection meeting
- A 90% design review meeting

1.2 WSDOT Documentation and Coordination

Wallis will provide assistance to the City, as requested, for the administration of the project per LAG Manual procedures to meet funding requirements. The City will lead all efforts for completion of documentation including: Project Prospectus, Local Agency Agreement, Quarterly Project Reports, and revisions of the Local Agency Agreement/Project Prospectus. Wallis will complete all monthly reporting to the diversity compliance program.

An assumed allotment of time is included for this task to assist the City as needed/requested.

1.3 Public Outreach

Wallis will support the City’s ongoing public outreach efforts for the project. Wallis will:

- Complete two press releases:
 - The first will include a brief written introduction to the project and a graphic showing an aerial overlain onto the survey base.
 - The second is intended to be distributed prior to construction. It will include a description of the construction phasing schedule and a graphic showing an aerial with the proposed improvements (the selected design alternative).
- Provide up to 3 (three) graphics representing alternatives for use in public outreach, including boards for viewing.
- Attend an open house at City Hall to present the alternatives and solicit input.
- Prepare a community survey to be distributed by the City to stakeholders after the open house.

1.4 Utility Coordination

Wallis will provide utility coordination for all proposed impacts to existing public and franchise utilities along the project corridor. This effort will include the following:

- Identify all existing utility providers within the project corridor, request service maps and obtain utility locates during topographic surveys.
- Identify potential conflicts between existing utilities and proposed improvements, provide notifications to and coordination with the affected utility company representatives during the preliminary, 90% and final design phases.
- Complete an early coordination meeting, held virtually, with franchise utility providers to discuss utility relocation requirements as required.
- Maintain a record of correspondence with utility companies.
- Incorporate proposed private utility linework, as available, into the plans for reference.

Task 1 Assumptions:

- City staff will lead stakeholder coordination, and complete all public involvement and permitting not explicitly stated in this scope of work.
- Project has received direct legislative appropriations, and will be administered by WSDOT’s Local Agency office. All work will be completed in accordance with the LAG Manual.
- Project will be federally funded through the Community Development Block Grant program and the Responsible Entity will be the CDBG Section Manager at Department of Commerce.
- Design phase – including ROW and permitting services - will be from October 2024 through November 2025. If HUD determines that an Environmental Assessment is required, this could extend the project schedule to June of 2026.
- All project meetings will be held at the City’s offices. Contract assumes up to three (3) design-related meetings at City offices.
- Any utility relocation will be designed by the utility owner, with the exception of the public waterline replacement work included in our design efforts.

Task 1 Deliverables:

- Project schedule and monthly schedule updates as needed
- Monthly progress reports and billing
- Meeting Agendas and Minutes

- Utility Coordination Log
- WSDOT Documentation: Project Prospectus, Local Agency Agreement, Quarterly Project Reports, and revisions of the Local Agency Agreement/Project Prospectus.
- Monthly reporting to the WSDOT Diversity Compliance Management System

TASK 2 DATA COLLECTION AND EVALUATION

Objective: To develop an understanding of the project and obtain the required information to accurately design the improvements.

2.1 Site Investigation and Review of Existing Data

Wallis Engineering will conduct a site investigation of the project area to review existing conditions, take design and pre-construction photographs, and review available as-built information within and adjacent to the project limits. Wallis will also review available background information relating to this project. This would include:

- Grant applications and funding documentation
- Asbuilt drawing information, as available
- Existing conditions photographing survey
- Currently active construction projects adjacent to the work area for this project

2.2 Topographic Survey and Base Map

KC Development will establish existing right-of-way within the project limits and prepare a final existing conditions right-of-way plan, including a review of existing easements and property lines. KC Development will also prepare a topographic survey in AutoCAD Civil 3D format for use in project design. The survey will identify right-of-way lines, easement lines, existing utilities marked on the ground in response to a utility locate request submitted to the Washington Utility Notification Center, and all monuments, curb lines, edge of pavement, ditches, impervious features, signs, utilities, and trees within the survey limits.

2.3 Temporary and Permanent Easement Descriptions

KC Development will prepare up to four (4) permanent easement and up to eleven (11) temporary construction easement graphics with legal descriptions, based on boundaries provided by Wallis Engineering. Easements will include a graphical representation of the easement area and a legal description of the easements.

2.4 Arborist Services

Todd Prager & Associates will flag all trees with a 6-inch DBH or greater, within existing or proposed public ROW in the project limits, and trees immediately adjacent to proposed retaining walls in private property which might be negatively impacted by the proposed improvements. They will complete a tree inventory of species and diameter.

2.5 Geotechnical Investigations and Recommendations

Columbia West will review existing geological and geotechnical information near the site prior to completing field exploration. We will coordinate and manage the field exploration program, which includes locating public and private utilities, coordinating site access, obtaining right-of-way permits, subcontracting traffic control, and scheduling subcontractors and Columbia West field staff. Based on initial work Columbia West will conduct a subsurface exploration program that includes the following:

- Drill two borings to a maximum depth of 5 feet below ground surface (BGS) or refusal if shallower.
- Drill two borings to a maximum depth of 15 feet BGS or refusal if shallower.
- Perform dynamic cone penetrometer testing on existing pavement subgrade in each boring.
- Perform infiltration testing in the two 15-foot borings, if feasible.
- Observe subsurface conditions, maintain continuous logs of the borings, and collect samples at representative intervals.

After fieldwork, Columbia West will perform laboratory testing on select samples collected from the boring. The specific tests will be selected based on the geologic material encountered and may consist of natural moisture content, organic content, particle-size analysis, Atterberg limits, and compressive strength of rock cores. We will evaluate the potential for liquefaction and lateral spreading at the site using code-based seismic design parameters in accordance with ASCE 7-16.

Columbia West will prepare a geotechnical engineering report, providing design and construction recommendations for the project. This report will include a number of design recommendations, including those for:

- Site preparation, including grading and drainage, fill type for imported material, compaction criteria, trench excavation and backfill, use of on-site soil, and wet/dry weather earthwork.
- Design criteria for retaining walls, including lateral earth pressures, backfill, compaction, and drainage;
- Infiltration of stormwater, if feasible.
- Both grind and inlay and full reconstruction of AC pavement per typical assumed traffic loading.
- Subsurface drainage of roadways.

2.6 Additional Geotechnical Engineering for Soldier Pile Wall Design (Contingency Subtask)

The existing apartment building adjacent to Lasher Street may be too close to allow for conventional wall design. Should existing soils and survey find that conventional wall design is not suitable, a soldier pile wall may be necessary at this location. This subtask is reserved as a contingency for additional work necessary to support design of a soldier pile wall. If a soldier pile wall is constructed, Columbia West will extend one of the planned 5-foot borings to a depth of 30 feet below the existing ground surface. This will require that we mobilize a larger drill to the site, at a greater cost.

Task 2 Assumptions:

- City will provide all available project background data.
- If needed, the City will provide street use or right-of-way permits at no charge.
- All required notifications to individual property owners (as needed) will be completed by the City.
- Columbia West will subcontract and provide temporary traffic control during geotechnical exploration work

Task 2 Deliverables:

- Topographic base map in AutoCAD Civil 3D
- Up to fourteen (14) legal descriptions to support ROW acquisition

- Tree inventory
- Geotechnical Engineering Report

TASK 3 PRELIMINARY DESIGN

Objective: To analyze selected design alternatives and complete preliminary design for the selected alternative as the basis for final design.

3.1 Alternatives Analysis

Wallis will summarize the existing right-of-way conditions of the site and the implications they will have on the desired improvements cross-section. We will hold an alternatives meeting with the City to determine which alternatives should be evaluated for consideration. Based on this meeting, we will prepare a brief memo analyzing up to three (3) design alternatives, each with a graphic for review and public outreach. The memo will discuss the general implications of each design alternative on scope of construction, relative cost, right-of-way acquisition implications, and other elements impacting the road alignment and cross section. Prager will make specific recommendations associated with potential tree impacts for each alternative.

Based on public outreach efforts described in Task 1.3, we will hold an alternative selection meeting with the City to determine the preferred alternative.

3.3 30% Design

Wallis will prepare preliminary design for the project, submitting a set of 30% plans and an opinion of cost to the City for review.

We will complete preliminary alignment plans for the proposed improvements, establishing the roadway centerline alignment and defining the geometric layout based on the preferred alternative selected by the City. Stationing will be based on the centerline alignment, and all proposed construction callouts will be station and offset from the centerline.

Utility improvement design will be completed for the proposed water line replacement and stormwater system improvements. We will complete stormwater analysis to determine the runoff quantities associated with the existing and proposed improvements to determine water quality and conveyance needs. A Preliminary Stormwater Report containing drainage calculations will be provided to the City for review and approval. Wallis Engineering will review and analyze the stormwater requirements, determine runoff quantities, and develop a conceptual plan for providing stormwater quality and conveyance capacity in accordance with NMFS/HUD requirements and the City's stormwater management guidelines (Stormwater Management Manual for Western Washington, 2019 edition).

Infiltration rates will be determined from tested rates completed under Task 2.5, and will be used to further justify compliance with Minimum Requirement 5 and 7. The Stormwater Management memorandum will be finalized following 90% design.

The proposed storm drainage improvements will be shown in plan and profile on the construction plans. An erosion control plan will be developed for the project and coordinated with the City.

Task 3 Assumptions:

- Up to three (3) design alternatives will be analyzed, based on the initial Alternatives Meeting with the City. Analysis will not require corridor drafting or preparation of cost estimates.

- NMFS stormwater guidelines will require water quality treatment for stormwater runoff within the project limits.

Task 3 Deliverables:

- Alternatives Analysis Memorandum
- 30% Plans and Opinion of Cost
- Preliminary Stormwater Report

TASK 4 PERMITTING AND ENVIRONMENTAL DOCUMENTATION

Objective: Prepare project documentation and complete all coordination required to meet all project requirements.

4.1 Funding Agency Coordination

Wallis will lead a funding agency initial meeting between the City, HUD, and WSDOT to determine the environmental review and other documentation requirements.

Throughout the project, we will coordinate with the WSDOT Local Agency Office and the CDBG Section Manager at Washington State Department of Commerce (HUD’s Responsible Entity) in order to ensure this project is permitted in accordance with funding requirements. We anticipate up to five meetings with each funding agency to discuss permitting requirements.

4.2 ESA Biological Assessment

Ecological Land Services (ELS) will complete a biological assessment for the National Marine Fisheries Service (NMFS) and U.S. Fish and Wildlife Service ESA consultations. This document is a requirement of both HUD and WSDOT environmental review processes.

4.3 HUD Environmental Review

ELS will complete environmental review documentation on the HUD Categorical Exclusion (CE) form and submit it for HUD review.

4.4 HUD Environmental Assessment (contingency)

HUD may require a full environmental assessment in lieu of an environmental review of the project. Should this be required, ELS will prepare an Environmental Assessment Report with required maps and appendices instead of the CE form.

4.5 WSDOT Environmental Classification Summary

WSDOT permitting efforts will start with preparation of an environmental review document. ELS will prepare the WSDOT Categorical Exclusion (CE) form for WSDOT review.

4.6 WSDOT Environmental Assessment (contingency)

WSDOT may require an Environmental Assessment Report to be completed. Should this be required, ELS will prepare an Environmental Assessment Report with required maps and appendices instead of the CE form.

4.7 Cultural and Historical Resource Assessment

AINW will prepare the draft Area of Potential Effect (APE) description for the City to submit to WSDOT. They will conduct an archaeological pedestrian survey of the APE and excavate shovel tests in areas where the land is intact or an archaeological resource is likely. Up to 8 shovel tests may need to be

excavated. AINW will inventory historic-period buildings and structures that are in the APE or are on lands to be purchased by the project. Up to 2 historic resources—buildings and structures constructed in or before 1979—will need to be documented. AINW will summarize the findings in a cultural resource survey report for the City for WSDOT review. The report will include a recommended Finding of Effect based on the possible impacts.

Task 4 Assumptions:

- The City will upload materials into the online HUD system as the funding recipient
- Up to five meetings will be required with HUD, and up to five meetings will be required with WSDOT, including an initial coordination meeting with both agencies
- HUD will require no more than one set of edits to the submitted documentation
- WSDOT will require no more than one set of edits to the submitted documentation
- There are no wetlands or sensitive environmental areas within the project limits
- No cultural resources will be encountered

Task 4 Deliverables:

- ESA Biological Assessment
- HUD Environmental Assessment Report
- WSDOT Environmental Assessment Report
- Environmental Justice Technical Memorandum
- Draft and Final ECS forms
- Draft and Final DCE documentation
- Cultural Resources Report

TASK 5 CIVIL DESIGN

Objective: Complete detailed design of proposed improvements, culminating in a set of bid-ready contract documents.

5.1 90% Design

Based on the preliminary design submittal review comments provided by the City, Wallis will assemble and submit electronic 90% plans, specifications, and opinion of cost to the City for review. KGA will provide structural engineering design of proposed retaining walls, and Lancaster Mobley will provide design of lighting improvements, along with associated deliverables. The proposed specifications will be based on the “2024 WSDOT/APWA Standard Specifications for Construction” and will include all applicable APWA GSPs, WSDOT GSPs and project-specific GSPs.

Plans will be prepared to a 90% design level using AutoCAD Civil 3D, and using standard City title block as provided by the City. The following is the anticipated list of plan sheets:

Description	Sheets	Running Total
Cover	1	1
Sheet Index, Legend, General Notes	1	2
Traffic Control Notes and Phasing	1	3

Erosion and Sediment Control Plans and Details	2	5
Demolition Plans	1	6
Typical Sections	1	7
Street Plan and Profile	3	10
Intersection Plan	1	11
Retaining Wall Plan and Profile	2	13
Utility Plan and Profile	3	16
Lighting Plans and Details	4	20
Landscaping	3	23
Street Details	6	29
Utility Details	2	31

We will also finalize the Preliminary Stormwater Report to reflect final design and submit a Final Stormwater Report to the City.

Following the submittal of the 90% design package, Wallis will prepare and attend a review meeting with City staff. The goal of the work session will be to review and provide feedback for the final submittal. The 90% design package will also be submitted to WSDOT Local Programs and HUD for review.

5.2 Final Design

Following review of the 90% plans, the design team will prepare 100% plans, specifications, and an Engineer’s Opinion of Cost as a reproducible set incorporating review comments from all reviewers.

5.3 Waterline Design

Wallis will complete design of a waterline replacement and hydrant up Lasher Street, coordinated with design previously completed by the City’s consultant. The design work will be incorporated into the overall plan set.

Task 5 Assumptions:

- No design modification requests will be required.
- Stormwater management facilities will be designed in accordance with the 2019 Stormwater Management Manual for Western Washington. Compliance with the SWMMWW will be equivalent to compliance with NMFS Stormwater Guidelines.

Task 5 Deliverables:

- 90% and 100% plans, bidding package, special provisions, and Engineer’s Opinion of Cost (digital) organized in WSDOT bid items with specification sections identified
- Final Stormwater Report
- Final drawing files (AutoCAD Civil 3D)
- Structural calculations and documentation necessary to obtain building permits for proposed retaining walls

TASK 6 ROW ACQUISITION (NOT INCLUDED AT THIS TIME)

TASK 7 CONSTRUCTION PHASE SERVICES (NOT INCLUDED AT THIS TIME)

P:\15\1579A Lasher St Imp\100 Agmt\102 Working Docs\Prime\1579A Lasher Scope RI.docx

Exhibit B **DBE Participation Plan**

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

This contract is funded via State funds, and there is no DBE requirement, with that said the following are certifications and makeup of the consulting team working on the project

Contractor / Subcontractor	Amount	Certifications	%
Wallis Engineering, PLLC	\$119,266.07	DBE - WBE	44.9%
Archaeological Investigations Northwest, Inc.	\$26,470.35	-	10.0%
Columbia West Engineering, Inc.	\$21,545.57	SBE	8.1%
Ecological Land Services	\$31,226.66	SBE	11.8%
KC Development	\$21,000.00	WBE - SBE	7.9%
Kramer Gehlen & Associates	\$29,885.00	-	11.3%
Lancaster Mobley	\$9,236.89	-	3.5%
Todd Prager & Associates, LLC	\$6,900.00	-	2.6%

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

- Electronic Copy of Field Notes (PDF)
- Survey topography, base map, monumentation and ROW (CAD Files) and XLM Surface File
- Control Points Files (ASCII and MS Excel)

B. Roadway Design Files

- Electronic copy of Final Plans, Specials and Estimate (PDF and CAD Files)
- Final plans, contract, and estimate with wet stamped, signed, dated by a register professional engineer in the State of Washington (PDF and Paper Copy).

C. Computer Aided Drafting Files

- Civil 3D and CAD Files

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

- AGENCY may choose to review products at any time in consultation with the CONSULTANT.

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

(Exhibit A, Scope of Work Deliverables)

-The CONSULTANT deliverables are listed within each tasks in a variety of forms (PDF, CAD, Microsoft 365, Adobe, Paper, etc.) specified in Exhibit A. Scope of Work

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

(Exhibit A, Scope of Work Assumptions)

-The AGENCY furnished services are listed within each tasks in a variety of forms (PDF, CAD, Microsoft 365, Adobe, Paper, etc.) specified in Exhibit A. Scope of Work.

II. Any Other Electronic Files to Be Provided

-Not Applicable

III. Methods to Electronically Exchange Data

-emails and shared links

A. Agency Software Suite

- Microsoft 365 (Excel, Word, Powerpoint, etc.)
- Microsoft Project
- Civil 3D
- ArcGIS
- Adobe

B. Electronic Messaging System

- Electronic Messaging System: Email (Microsoft Outlook in suite above)

C. File Transfers Format

- .gdb, .pdf, .csv, .xml, .docx, .shp, .kml, .xlsx, .eps, .tiff, .jpg, .psd, ai, .dwg, .ascii, etc.

Exhibit D
Prime Consultant Cost Computations

See CONSULTANT attached WSDOT ICR Letter, Fee Schedule and Personnel assigned to Project Tasks.

City of Stevenson | Lasher Street Improvements
September 2024 | WEF 1579A

Fee Estimate

	PE	EM4	EM3	PE4	PE1	T3	AG	A3	Wallis Labor	Expenses	Subconsultants AINW	Col West	ELS	KCD	KGA	LM	Prager	Total Cost
Task 1 Project Management and Administration	\$185.51	\$213.51	\$209.94	\$157.80	\$132.51	\$118.96	\$134.61	\$87.34										
1.1 Project Management and Administration									\$14,977.67	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,270.00	\$ -	\$ -	\$ 18,247.67
1.2 Public Outreach	34	2	4	8	8	8	55	10	\$ 5,730.72	\$ 60.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,790.72
1.3 WSDOT Documentation and Coordination	12						22		\$ 6,125.02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,125.02
1.4 Utility Coordination	8								\$ 3,364.56	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,364.56
TASK 1 SUBTOTAL	54	2	24	16	0	8	77	10	\$ 30,197.97	\$ 60.00	\$ -	\$ -	\$ -	\$ -	\$ 3,270.00	\$ -	\$ -	\$ 33,527.97
Task 2 Data Collection and Evaluation																		
2.1 Site Investigation and Review of Existing Data	2								\$ 3,312.94	\$ 60.00	\$ -	\$ -	\$ -	\$ -	\$ 1,957.50	\$ -	\$ -	\$ 5,330.44
2.2 Topographic Survey and Base Map	2								\$ 1,211.32	\$ -	\$ -	\$ -	\$ -	\$ 16,500.00	\$ -	\$ -	\$ -	\$ 17,711.32
2.3 Temporary and Permanent Easement Descriptions	2								\$ 1,371.86	\$ -	\$ -	\$ -	\$ -	\$ 4,500.00	\$ -	\$ -	\$ -	\$ 5,871.86
2.4 Utility Searches	2								\$ 790.82	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,900.00	\$ -	\$ 7,690.82
2.5 Geotechnical Investigations and Recommendations	2								\$ 790.82	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 790.82
2.6 Additional Geotechnical Engineering for Soldier Pile Wall Design (Contingency)	2								\$ 790.82	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 790.82
TASK 2 SUBTOTAL	6	0	16	10	0	12	0	0	\$ 7,648.64	\$ 60.00	\$ -	\$ 21,545.57	\$ -	\$ 21,000.00	\$ 1,957.50	\$ -	\$ 6,900.00	\$ 59,311.71
Task 3 Preliminary Design																		
3.1 Alternatives Analysis	2	1	4	16	12	12			\$ 5,376.61	\$ 120.00	\$ -	\$ -	\$ -	\$ -	\$ 2,790.00	\$ 1,732.08	\$ -	\$ 10,018.69
3.2 30% Design	4	2	16	24	36	48			\$ 18,795.74	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,435.00	\$ 2,528.40	\$ -	\$ 29,759.14
TASK 3 SUBTOTAL	6	3	20	40	36	60	0	0	\$ 24,172.35	\$ 120.00	\$ -	\$ -	\$ -	\$ -	\$ 11,225.00	\$ 4,260.48	\$ -	\$ 39,777.83
Task 4 Permitting and Environmental Documentation																		
4.1 Funding Agency Coordination	12								\$ 2,226.12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,226.12
4.2 ESA Biological Assessment	2								\$ 371.02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 371.02
4.3 HUD Environmental Review	4								\$ 371.02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 371.02
4.4 HUD Environmental Assessment (contingency)	2								\$ 742.04	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 742.04
4.5 WSDOT Environmental Classification Summary	2								\$ 371.02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 371.02
4.6 WSDOT Environmental Assessment (contingency)	4								\$ 742.04	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 742.04
4.7 Cultural and Historical Resource Assessment	2								\$ 371.02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 371.02
TASK 4 SUBTOTAL	28	0	0	0	0	0	0	0	\$ 5,154.28	\$ -	\$ 26,470.35	\$ -	\$ 31,226.66	\$ -	\$ -	\$ -	\$ -	\$ 62,891.29
Task 5 Civil Design																		
5.1 Civil Design	14	4	22	72	36	48	12	4	\$ 31,876.58	\$ 60.00	\$ -	\$ -	\$ -	\$ -	\$ 7,567.50	\$ 3,162.04	\$ -	\$ 42,657.02
5.2 Final Design	2	1	4	30	18	24	4	4	\$ 14,970.21	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,875.00	\$ 1,813.47	\$ -	\$ 22,558.71
5.3 Waterline Design	2	1	12	12	12	12	4	2	\$ 4,705.01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,705.01
TASK 5 SUBTOTAL	20	7	48	102	54	84	16	10	\$ 51,552.83	\$ 60.00	\$ 26,470.35	\$ 21,545.57	\$ 31,226.66	\$ 21,000.00	\$ 29,885.00	\$ 9,236.59	\$ 6,900.00	\$ 265,530.54
Project Subtotal	116	12	108	168	90	164	93	20	\$ 718,968.07	\$ 300.00	\$ 26,470.35	\$ 21,545.57	\$ 31,226.66	\$ 21,000.00	\$ 29,885.00	\$ 9,236.59	\$ 6,900.00	\$ 265,530.54

FEE SUMMARY	
Wallis Labor	\$ 118,966.07
Wallis Expenses	\$ 300.00
(M) = Mileage at current IRS Rate, (P) = Printing	
Subconsultants	
AINW	\$ 26,470.35
Col West	\$ 21,545.57
ELS	\$ 31,226.66
KCD	\$ 21,000.00
KGA	\$ 29,885.00
LM	\$ 9,236.59
Prager	\$ 6,900.00
TOTAL BUDGET	\$ 265,530.54

Negotiated Hourly Billing Rates by Title

WSDOT Negotiated Hourly LAG Agreement: Wallis Engineering, PLLC 215 W 4th Street, Suite 200 Vancouver, WA 98660				
Job Classifications	Direct Labor Hourly Rate	Overhead	Fixed Fee	All Inclusive Hourly Billing Rate
		171.14%	30.00%	
Principal Engineer	\$61.60	\$105.43	\$18.48	\$185.51
Associate Engineer	\$61.60	\$105.43	\$18.48	\$185.51
Senior Engineer	\$73.00	\$124.94	\$21.90	\$219.84
Engineering Manager VI	\$74.55	\$127.59	\$22.37	\$224.51
Engineering Manager V	\$72.90	\$124.77	\$21.87	\$219.54
Engineering Manager IV	\$70.90	\$121.34	\$21.27	\$213.51
Engineering Manager III	\$69.71	\$119.31	\$20.92	\$209.94
Engineering Manager II	\$66.95	\$114.58	\$20.09	\$201.62
Engineering Manager I	\$64.75	\$110.82	\$19.43	\$195.00
Project Engineer IX	\$61.10	\$104.57	\$18.33	\$184.00
Project Engineer VIII	\$60.10	\$102.86	\$18.03	\$180.99
Project Engineer VII	\$58.20	\$99.61	\$17.46	\$175.27
Project Engineer VI	\$56.00	\$95.84	\$16.80	\$168.64
Project Engineer V	\$53.80	\$92.08	\$16.14	\$162.02
Project Engineer IV	\$52.40	\$89.68	\$15.72	\$157.80
Project Engineer III	\$46.88	\$80.24	\$14.07	\$141.19
Project Engineer II	\$46.00	\$78.73	\$13.80	\$138.53
Project Engineer I	\$44.00	\$75.31	\$13.20	\$132.51
Staff Engineer V	\$42.31	\$72.41	\$12.70	\$127.42
Staff Engineer IV	\$40.90	\$70.00	\$12.27	\$123.17
Staff Engineer III	\$39.25	\$67.18	\$11.78	\$118.21
Staff Engineer II	\$37.60	\$64.35	\$11.28	\$113.23
Staff Engineer I	\$33.75	\$57.76	\$10.13	\$101.64
Engineering Intern III	\$26.00	\$44.50	\$7.80	\$78.30
Engineering Intern II	\$24.50	\$41.93	\$7.35	\$73.78
Engineering Intern I	\$22.00	\$37.66	\$6.60	\$66.26
Designer IV	\$51.75	\$88.57	\$15.53	\$155.85
Designer III	\$48.75	\$83.44	\$14.63	\$146.82
Designer II	\$46.00	\$78.73	\$13.80	\$138.53
Designer I	\$45.00	\$77.02	\$13.50	\$135.52
Construction Manager	\$49.00	\$83.86	\$14.70	\$147.56
Inspector III	\$57.00	\$97.55	\$17.10	\$171.65
Inspector II	\$51.50	\$88.14	\$15.45	\$155.09
Inspector I	\$42.00	\$71.88	\$12.60	\$126.48
Technician IV	\$42.80	\$73.25	\$12.84	\$128.89
Technician III	\$39.50	\$67.61	\$11.85	\$118.96
Technician II	\$34.10	\$58.36	\$10.23	\$102.69
Technician I	\$21.00	\$35.94	\$6.30	\$63.24
Administrative VI	\$44.70	\$76.50	\$13.41	\$134.61
Administrative V	\$38.00	\$65.04	\$11.40	\$114.44
Administrative IV	\$31.00	\$53.06	\$9.30	\$93.36
Administrative III	\$29.00	\$49.64	\$8.70	\$87.34
Administrative II	\$21.00	\$35.94	\$6.30	\$63.24
Administrative I	\$17.00	\$29.10	\$5.10	\$51.20



**Washington State
Department of Transportation**

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

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

May 23, 2024

Wallis Engineering, PLLC
215 W. 4th Street, Suite 200
Vancouver, WA 98660

Subject: Acceptance FYE 2023 ICR - Risk Assessment Review - Local Agency ONLY

Dear Gillian Wallis:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2023 ICR of 171.14%. This rate will be applicable for Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards,

A handwritten signature in black ink that reads "Schatzie Harvey". The signature is written in a cursive style and is positioned above a horizontal line.

Schatzie Harvey (May 23, 2024 09:44 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:BJO

Exhibit E
Sub-consultant Cost Computations

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

Actuals Not To Exceed Table (ANTE)

WSDOT Agreement Archaeological Investigations Northwest, Inc. 3510 NE 122nd Avenue Portland, OR 97230						
AINW Job Classification	WSDOT Labor Classification Title	Direct Labor Hourly Billing Rate 2024 NTE	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE	
			169.82%	30.00%		
Project Admin/Project Assistant/Research	Administrative Assistant 5	\$46.65	\$79.22	\$14.00	\$139.87	
PM/Senior Architectural Historian	Deputy	\$60.50	\$102.74	\$18.15	\$181.39	
Officer/Senior Archaeologist	Director	\$82.00	\$139.25	\$24.60	\$245.85	
Supervising Archaeologist	Environmental Planner 2	\$45.00	\$76.42	\$13.50	\$134.92	
APM/PM/Senior Archaeologist	Environmental Planner 5	\$73.60	\$124.99	\$22.08	\$220.67	
Staff Archaeologist	Environmental Specialist 3	\$36.50	\$61.98	\$10.95	\$109.43	
Architectural Historian	Environmental Specialist 5	\$43.27	\$73.48	\$12.98	\$129.73	
GIS-Graphics Senior Level Staff	Senior Graphic Designer	\$63.60	\$108.01	\$19.08	\$190.69	
Archaeological Assistant	Transportation Planning Technician 1	\$20.00	\$33.96	\$6.00	\$59.96	
Blank	Blank		\$0.00	\$0.00	\$0.00	
	9/12/2024		\$0.00	\$0.00	\$0.00	



**Washington State
Department of Transportation**

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

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

August 30, 2024

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

Subject: Acceptance FYE 2023 ICR – Risk Assessment Review

Dear Bill Parietti:

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

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

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

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

Regards,

Schatzie Harvey

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

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:sms

EXHIBIT B - Lasher Street Improvement Fee Estimation

CWE Project #: Wallis-6-01-1

Staff Role/Titles:		Principal Engineer	Senior Project Engineer/Geologist	Project Engineer/Geologist 1	Project Manager Special Inspections	Project Manager Laboratory	Special Inspector Structural Welding	Special Inspector Reinforced Concrete	Senior Technical Editor	Administrative Services	Subcontracted Services	TOTALS
Hourly Rate:		\$228.95	\$193.63	\$125.99	\$153.08	\$167.48			\$102.95	\$96.25		
Task ID	Task Description	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Mileage	TOTALS
1	Geotechnical Field Investigation											
1.1	Geologic research, literature review, map review, site soil research, data collection	1	2		0	0	0	0	0	0	-	-
1.2	Field Site Recon, site walk, pictures, visual assessment, mark proposed boring locations	0	2	0	0	0	0	0	0	0	-	-
1.3	Confirm Utility Locate Markings for proposed exploration locations	0	2	0	0	0	0	0	0	0	-	-
1.4	Conduct infiltration testing within boring explorations	0	0	0	0	0	0	0	0	0	-	-
1.5	Soil boring logging, sample collection, field testing, data collection, sample log in	0	0	20	0	0	0	0	0	0	-	-
1.6	Vehicle Fee (mileage)	0	0	0	0	0	0	0	0	0	\$293	-
	Total Task 1 Hours:	1	6	20	0	0	0	0	0	0	0	27
	Total Task 1 Cost:	\$228.95	\$1,161.78	\$2,511.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$293.00	\$4,195.53
2	Subcontractor Exploration Services											
2.1	SUBCONTRACTED - Soil boring drilling services (SPT)	0	0	0	0	0	0	0	0	0	\$8,158	-
2.2	SUBCONTRACTED - Traffic Control Services	0	0	0	0	0	0	0	0	0	\$3,025	-
2.3	SUBCONTRACTED - Utility Locator	0	0	0	0	0	0	0	0	0	\$500	-
	Total Task 2 Hours:	0	0	0	0	0	0	0	0	0	-	-
	Total Task 2 Cost:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,683.00	\$11,683.00
3	Engineering Calculations and Design Recommendations											
3.1	Soil infiltration rate calculations.	0	4	0	0	0	0	0	0	0	-	-
3.2	Site grading, subgrade preparation and fill placement recommendations.	0	0	0	0	0	0	0	0	0	-	-
3.3	Laboratory analysis results review and interpretation.	0	0	0	0	0	0	0	0	0	-	-
3.4	Geotechnical analysis, soil strength, design recommendations.	2	0	0	0	0	0	0	0	0	-	-
	Total Task 3 Hours:	2	4	0	0	0	0	0	0	0	-	6
	Total Task 3 Cost:	\$457.91	\$774.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,232.43
4	Site Investigation Laboratory Analysis											
4.1	Unconfined Compression Test (2)	0	0	0	0	1	0	0	0	0	\$450	-
4.2	Moisture Content (4)	0	0	0	0	0	0	0	0	0	\$160	-
4.3	Atterberg Limits (2)	0	0	0	0	0	0	0	0	0	\$370	-
4.4	Percent Passing No 200 by Washing (2)	0	0	0	0	0	0	0	0	0	\$210	-
	Total Task 4 Hours:	0	0	0	0	1	0	0	0	0	-	1
	Total Task 4 Cost:	\$0.00	\$0.00	\$0.00	\$0.00	\$167.48	\$0.00	\$0.00	\$0.00	\$0.00	\$740.00	\$907.48
5	Geotechnical Report Preparation											
5.1	Report Preparation.	2	10	1	0	0	0	0	3	0	-	-
5.2	Site and Soils Research	0	0	1	0	0	0	0	0	0	-	-
5.3	Drafting of figures, exploration logs, photo logs, etc.	0	0	1	0	0	0	0	0	0	-	-
5.4	Administrative	0	0	0	0	0	0	0	0	0	-	-
	Total Task 5 Hours:	2	10	3	0	0	0	0	3	0	-	18
	Total Task 5 Cost:	\$457.91	\$1,936.30	\$376.77	\$0.00	\$0.00	\$0.00	\$0.00	\$306.15	\$0.00	\$0.00	\$3,077.13
	Total Summary of Hours:	5	20	23	0	1	0	0	3	0	-	52
	Total Summary of Cost:	\$1,144.77	\$3,872.60	\$2,888.57	\$0.00	\$167.48	\$0.00	\$0.00	\$306.15	\$0.00	\$13,166.00	\$21,545.57



**Washington State
Department of Transportation**

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

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

August 8, 2024

Columbia West Engineering, Inc
11917 NE 95th Street
Vancouver, Washington 98682

Subject: Acceptance FYE 2023 ICR - Risk Assessment Review - Local Agency ONLY

Dear Jeff Maruca:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2023 ICR of 142.14%. This rate will be applicable for Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards,

Schatzie Harvey

Schatzie Harvey (Aug 8, 2024 09:29 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:kb



							Total
							Cost
		Biologist V	Graphics Manager	Professional Biologist	Project Coordinator III	ELS Labor	
		\$131.80	\$140.04	\$169.61	\$115.15		
Task 4	Permitting and Environmental Documentation					\$ -	\$ -
4.1	ESA Biological Assessment	4	15	36		\$ 8,733.80	\$ 8,733.80
4.2	Funding Agency Coordination			12		\$ 2,035.31	\$ 2,035.31
4.3	HUD Environmental Review	3	2	21		\$ 4,237.28	\$ 4,237.28
4.4	HUD Environmental Assessment (contingency)	2	8	26		\$ 5,793.80	\$ 5,793.80
4.5	WSDOT Environmental Classification Summary	3	2	25		\$ 4,915.72	\$ 4,915.72
4.6	WSDOT Environmental Assessment (contingency)	5	8	22		\$ 5,510.75	\$ 5,510.75
	TASK 4 SUBTOTAL	17	35	142	0	\$ 31,226.66	\$ 31,226.66
	Project Subtotal	17	35	142	0	\$ 31,226.66	\$ 31,226.66

FEE SUMMARY	
ELS Labor	\$ 31,226.66
<i>(M) = Mileage at current IRS Rate</i>	
TOTAL BUDGET	\$ 31,226.66

Actuals Not To Exceed Table (ANTE)

WSDOT Agreement: 2024				
Ecological Land Services, Inc. 1157 3rd Ave Ste 220A Longview, WA 98632				
Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		181.21%	30.00%	
Biologist Entry Level	\$ 24.50	\$44.40	\$7.35	\$76.25
Biologist I	\$ 27.50	\$49.83	\$8.25	\$85.58
Biologist II	\$ 30.25	\$54.82	\$9.08	\$94.14
Biologist III	\$ 33.75	\$61.16	\$10.13	\$105.03
Biologist IV	\$ 37.50	\$67.95	\$11.25	\$116.70
Biologist V	\$ 42.35	\$76.74	\$12.71	\$131.80
Field Director	\$ 30.67	\$55.58	\$9.20	\$95.45
Field Technician I	\$ 22.00	\$39.87	\$6.60	\$68.47
Field Technician II	\$ 24.00	\$43.49	\$7.20	\$74.69
Field Technician III	\$ 25.00	\$45.30	\$7.50	\$77.80
Field Technician IV	\$ 27.00	\$48.93	\$8.10	\$84.03
Graphics Manager	\$ 45.00	\$81.54	\$13.50	\$140.04
Graphics Professional	\$ 39.00	\$70.67	\$11.70	\$121.37
Graphics Technician I	\$ 23.50	\$42.58	\$7.05	\$73.13
Graphics Technician II	\$ 25.50	\$46.21	\$7.65	\$79.36
Graphics Technician III	\$ 27.50	\$49.83	\$8.25	\$85.58
Graphics Technician IV	\$ 33.00	\$59.80	\$9.90	\$102.70
Graphics Technician V	\$ 37.50	\$67.95	\$11.25	\$116.70
Operations Coordinator	\$ 44.00	\$79.73	\$13.20	\$136.93
President	\$ 71.00	\$128.66	\$21.30	\$220.96
Professional Biologist	\$ 54.50	\$98.76	\$16.35	\$169.61
Project Coordinator I	\$ 23.00	\$41.68	\$6.90	\$71.58
Project Coordinator II	\$ 26.50	\$48.02	\$7.95	\$82.47
Project Coordinator III	\$ 37.00	\$67.05	\$11.10	\$115.15

Revised 6/12/2024



**Washington State
Department of Transportation**

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

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

June 6, 2024

Ecological Land Services, Inc.
1157 3rd Ave, Suite 220A
Longview, WA 98632

Subject: Acceptance FYE 2023 ICR - Risk Assessment Review - Local Agency ONLY

Dear Julie Hodges:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2023 ICR of 181.21 %. This rate will be applicable for Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards,

Schatzie Harvey

Schatzie Harvey (Jun 6, 2024 14:05 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:BJO



Lasher Street Survey Estimate

Job Classification	Hours	Rate	Total
Task 1 Base Map			
Project Surveyor	50	\$ 150.00	\$ 7,500.00
Field Crew Party Chief	40	\$ 150.00	\$ 6,000.00
Field Crew Chain Person	40	\$ 75.00	\$ 3,000.00
			\$ 16,500.00
Task 2 Legal Descriptions (15)			
Project Surveyor	30	\$ 150.00	\$ 4,500.00
Field Crew Party Chief		\$ 150.00	\$ -
Field Crew Chain Person		\$ 75.00	\$ -
			\$ 4,500.00
Project Total			\$ 21,000.00



**Washington State
Department of Transportation**

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

June 24, 2024

Cindy Halcumb, Owner
KCD, LLC dba KC Development
PO Box 398
Camas, WA 98607-0054

Re: KCD, LLC dba KC Development
Safe Harbor Indirect Cost Rate Extension

Dear Cindy:

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 KC Development in May 2018. 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. KC Development 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 120% of direct labor with a field rate, where applicable, of 90% of direct labor for KC Development.

KC Development agreed to improve Internal Controls and timekeeping processes 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 120%, or 90% for field office situations, for agreements entered prior to June 30, 2025. For agreements entered 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)705-7799.

Sincerely,

Jarron Elter
Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit
Maryna Ya
File



Project Budget Estimate
Stevenson: Lasher Street Improvements
 Street Lighting

Date: 8/30/2024

LANCASTER MOBLEY			
Principal In Charge/ QA/QC Reviewer	Transportation Engineer	ESTIMATED TOTAL COST	
\$133.68	\$116.25		
Project Tasks & Estimated Personnel Hours			
Task 1: Site Visit & Coordination of Design Alternatives			
Site visit and coordination with project team and City on lighting options	6	8	\$1,732.08
Task 2: 30% Design Drawings & Cost Estimate			
Preparation and submittal of concept plans (30%)	5	16	\$2,528.40
Task 3: 90% Design Drawings & Cost Estimate			
Preparation and submittal of preliminary plans (90%) including special provisions	8	18	\$3,161.94
Task 4: 100% Design Drawings & Cost Estimate			
Preparation and submittal off final plans, special provisions, and cost estimate	4	11	\$1,813.47
Hours Subtotal	23	53	-
Cost Subtotal	\$3,075	\$6,161	\$9,235.89
Reimbursables Subtotal			\$0.00
TOTAL COST ESTIMATE			\$9,235.89



**Washington State
Department of Transportation**

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

March 14, 2024

Elizabeth Shumaker
Mobley Engineering, LLC dba Lancaster Mobley
1130 SW Morrison St. Ste 318
Portland, OR 97205

Re: Mobley Engineering, LLC dba Lancaster Mobley
Safe Harbor Indirect Cost Rate Addendum

Dear Elizabeth:

Washington State has received approval from our local Federal Highway Administration (FHWA) Division to increase the Safe Harbor Indirect Cost Rates from 110% and 80% for home and field to 120% and 90% respectively.

You'll be able to update your rates on any WSDOT agreements based on the agreement terms. Please refer to your agreement for specific information on rate updates. For questions on updating your billing rate, please contact the Contract Services Office at consultantrates@wsdot.wa.gov.

You may use the Safe Harbor Rate of 120%, or 90% for field office situations, for agreements entered prior to August 18, 2025. For agreements entered 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)705-7799.

Sincerely,

Jarron Elter
Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit
Maryna Ya, MS 47323
File



Todd Prager & Associates_{LLC}

Lasher Street Arborist Estimate

Job Classification	Hours	Rate	Total
Tree Assesment			
Principle consulting arborist		\$225.00	\$ -
Senior associate consulting arborist	30	\$225.00	\$ 6,750.00
Associate consulting arborist		\$225.00	\$ -
Administrative Support		\$87.50	\$ -
Mileage @IRS Rate	1	\$150.000	\$ 150.00
			\$ 6,900.00
Project Total			\$ 6,900.00



**Washington State
Department of Transportation**

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

March 14, 2024

Todd Prager
Todd Prager & Associates, LLC
601 Atwater Road
Lake Oswego, OR 97034

Re: Todd Prager & Associates, LLC
Safe Harbor Indirect Cost Rate Addendum

Dear Todd:

Washington State has received approval from our local Federal Highway Administration (FHWA) Division to increase the Safe Harbor Indirect Cost Rates from 110% and 80% for home and field to 120% and 90% respectively.

You'll be able to update your rates on any WSDOT agreements based on the agreement terms. Please refer to your agreement for specific information on rate updates. For questions on updating your billing rate, please contact the Contract Services Office at consultantrates@wsdot.wa.gov.

You may use the Safe Harbor Rate of 120%, or 90% for field office situations, for agreements entered prior to September 25, 2026. For agreements entered 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)705-7799.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jarron Elter', with a long horizontal flourish extending to the right.

Jarron Elter
Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit
Maryna Ya
File

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

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

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

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

Exhibit G
Certification Document

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

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Wallis Engineering, PLLC

whose address is

215 W. 4th Street, Suite 200, Vancouver, WA 98660

and that neither the above firm nor I have

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

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation

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

Wallis Engineering, PLLC

Consultant (Firm Name)

Jane Vail

Digitally signed by Jane Vail
DN: CN=Jane Vail,
dnQualifier=A01410D0000018F35F9600A0000A9E5,
O=Wallis Engineering PLLC, C=US
Location: Wallis Engineering
Reason: I have reviewed this document
Contact Info: jane.vail@walliseng.net
Date: 2024.09.25 12:32:39-07'00'

Signature (Authorized Official of Consultant)

Date

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

I hereby certify that I am the: MAYOR

Other

of the City of Stevenson, and Wallis Engineering, PLLC

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

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

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



Signature

09.24.24

Date

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

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

Wallis Engineering, PLLC

Consultant (Firm Name)

Jane Vail
Digitally signed by Jane Vail
DN: CN=Jane Vail,
dnQualifier=A01410D0000018F35F9600A0000A9E5,
o=Wallis Engineering PLLC, C=US
Location: Wallis Engineering
Reason: I have reviewed this document
Contact Info: jane.vail@walliseng.net
Date: 2024.09.25 12:32:59-07'00

Signature (Authorized Official of Consultant)

Date

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

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

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

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

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

Wallis Engineering, PLLC

Consultant (Firm Name)

Jane Vail

Digitally signed by Jane Vail
DN: cn=Jane Vail,
o=Wallis Engineering PLLC, c=US
Reason: I have reviewed this document
Date: 2024.09.25 12:33:21-07'00'

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of Lasher Street Improvement * are accurate, complete, and current as of September 16, 2024 **.

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: Wallis Engineering, PLLC

Jane Vail
Digitally signed by Jane Vail
DN: CN=jane.vail,
dnQualifier=A01410D0000018F35F9600A0000A9E5,
O=Wallis Engineering PLLC, C=US
Location: Wallis Engineering
Reason: I have reviewed this document
Contact Info: jane.vail@walliseng.net
Date: 2024.09.25 12:33:39-07'00

Signature

Principal Engineer

Title

Date of Execution September 25, 2024

***.

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

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

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

Exhibit H

Liability Insurance Increase

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 \$ _____.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ _____.

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: \$ _____.

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

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Step 5 Forward Documents to Local Programs

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

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

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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