

SKAMANIA COUNTY BOARD OF COMMISSIONERS
240 NW Vancouver Ave.
Stevenson, WA 98648
Agenda for June 13th – 14th, 2023

Commissioner meetings are open to public attendance with limited available seating. If you would like to attend remotely, you may do so by using ZOOM with the following numbers:

To Join with Audio Only:

1 346 248 7799 US 1 312 626 6799 US
 1 646 558 8656 US 1 669 900 9128 US
 1 301 715 8592 US

Meeting ID: 889 0632 1210

Join Zoom Meeting - <https://us02web.zoom.us/j/88906321210>

If you wish written comments to be listed on the agenda, they need to be submitted to the Clerk of the Board by noon on Wednesday preceding the Tuesday/Wednesday meeting, otherwise they will be held for the following Tuesday/Wednesday. Email comments to: sackos@co.skamania.wa.us When a holiday falls on Monday, the regular meeting is held on Wednesday of that week.

Tuesday, June 13th, 2023

9:00 AM Staff Reports

9:30 AM Call to Order
 Pledge of Allegiance
 Public Comment (3 minutes)

Written public comment received from the following members of the public showing support for the banner:

- Hillary Fill, Stevenson resident.
- James Landers, resident.
- Texana Bossoff, resident.
- Meredith Curtis, resident.
- Hayden Curtis, resident.
- Rachele Rice, North Bonneville resident.
- Sofia Lopez, resident.
- Tressa Major, resident.
- Shayla Adkins, resident.
- Rondi Conn, resident.
- Kristy McCaskell, Stevenson resident.
- Dana Hendricks, Stevenson resident.
- Mallory Taylor, Stevenson resident.
- Honna Sheffield, Stevenson resident.
- Lori Lishan, Stevenson resident.
- Judy Jensen, resident.
- Kathleen Morrow, Stevenson resident.
- Kim Puckett, resident.
- Gretchen Emmons Kelly, resident.
- Joanne Menter, resident.
- Lindina Simon, resident.
- Jonah Bauwens, resident.
- Bonnie Heemeier, resident.
- Dr. Frank Caccavo, resident.

Note: Agenda subject to change. Times listed are estimates only. The Commission reserves the right to move agenda items as needed and during the meeting, and may add and act on any item not included in the above agenda. Minutes are available at www.skamaniacounty.org on the Commissioners web page. If necessary, the Board may hold executive sessions on scheduled meeting days. Board of Commissioners meetings are recorded and audio may be heard at www.skamaniacounty.org.

Addie Caccavo, resident.
 Molly Olsen Leckie, Stevenson resident.
 Dana Carvelli, resident.
 Amy Bazley, resident.
 Margie Hidalgo, Stevenson resident.
 Jean Maas, Stevenson resident.
 Lori Caccavo, resident.
 Mary Anne Reyes, resident.
 Laura Paxson, Stevenson resident.
 Caren Guldenzopf, resident.
 Savanna O’Mahoney, resident.
 Brandi O’Mahoney, resident.
 Aiden O’Mahoney, resident.
 AJ Smith, resident.

Emails were received opposing the banner, but the constituents did not request their comments to be entered into record.

Consent Agenda Items will be considered and approved on a single motion. Any Commissioner may, by request, remove an item from the agenda prior to approval.

1. Minutes for meeting May 31st, 2023.
2. Minutes for meeting June 6th, 2023.
3. Appointment of Commissioner Leckie as the representative on the Columbia Gorge Housing Authority Board.
4. Resolution 2023-25, Adopting ER&R rates.
5. Resolution 2023-26, Amending 2021-30 Recording fees.
6. Renewal contract with Goodwill of the Olympics & Rainier Regions.
7. Contract amendment with TDJ CPA Incorporated.
8. Contract with Department of Ecology for Community litter cleanup activities.
9. Contract with DOWL, LLC for the Buck Creek Bridge Project.

Voucher Approval

Meeting Updates

10:00 AM	Department Head Reports & County Forester Reports
10:30 AM	Skamania County Chamber of Commerce Updates with Angie Waiss, Executive Director
10:45 AM	Skamania County Economic Development Council updates with Kevin Waters, Executive Director
12:00 PM	Lunch Break
1:30 PM	Board of Health
2:30 PM	Workshop with Tamara Cissell, Community Health Director & DR. Krager to discuss goals of Board of Health
3:15 PM	Board of EMS District #1 Meeting

Note: Agenda subject to change. Times listed are estimates only. The Commission reserves the right to move agenda items as needed and during the meeting, and may add and act on any item not included in the above agenda. Minutes are available at www.skamaniacounty.org on the Commissioners web page. If necessary, the Board may hold executive sessions on scheduled meeting days. Board of Commissioners meetings are recorded and audio may be heard at www.skamaniacounty.org.

4:00 PM Title III Presentations from Applicants for 2023-2024 funding

Wednesday, June 14, 2023

11:00 AM Executive Session pursuant to RCW 42.30.110(1)(g) Qualifications of an applicant for public employment

Adjourn

Glenda Torres

From: Richard Mahar
Sent: Monday, June 5, 2023 2:39 PM
To: Glenda Torres; Lisa Sackos
Subject: FW: Board Meeting

fyi

-----Original Message-----

From: Yahoo <rustedtreetree@yahoo.com>
Sent: Monday, June 05, 2023 8:50 AM
To: Richard Mahar <mahar@co.skamania.wa.us>
Subject: Board Meeting

**** WARNING:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. ******

I support the presence of a Pride banner on the courthouse lawn during the month of June, 2023. Please record my statement in the meeting minutes for the June 6th Board of Commissioners meeting.

Be well,

Hilary Fill
Stevenson, WA

Sent from my iPhone

Richard Mahar

From: James Landers
Sent: Monday, June 05, 2023 8:57 PM
To: Tom Lannen; Richard Mahar; Asa Leckie
Subject: Concerning the Pride Flag

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To the Elected County Commissioners of Skamania County,

I am writing to ask that you approve to erect a Pride banner on the courthouse lawn for the remainder of June in support of Pride month. I ask that you do this to support those in our wonderful county who may not feel fully supported by the community, but are nonetheless voting, tax paying citizens contributing as much as anyone else. While they give as much as anyone else, they remain an unfairly vulnerable and often ostracized group, especially in rural areas like ours. A small gesture like flying this banner goes a long way to show support to the people who live here, work here, and come here to spend their time and money. It costs you nothing to do the right thing.

Please record my statement in the meeting minutes for the June 6th Board of Commissioners meeting.

Thank you for your time.

James Landers

Richard Mahar

From: Texanna Bossoff
Sent: Monday, June 05, 2023 6:51 PM
To: Richard Mahar
Subject: Pride Banner on the Courthouse Lawn

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mr. Mahar,

I am extremely disappointed that the County Commissioners took it upon themselves to decide that a Pride banner doesn't belong on the Courthouse Lawn. You and your fellow Commissioners should be ashamed that you are sending such a hateful message to the LGBTQI+ community, especially youth who are too afraid to come out or are contemplating suicide. Representation matters! If someone is offended by the banner, they aren't going to go out and harm themselves. I support the presence of a Pride banner on the courthouse lawn during the month of June, 2023. Please record my statement in the meeting minutes for the June 6th Board of Commissioners meeting.

Texanna Bossoff

Tom Lannen

From: meredith curtis
Sent: Monday, June 5, 2023 10:19 PM
To: Tom Lannen; Richard Mahar; Asa Leckie
Subject: Pride Month

Follow Up Flag: Follow up
Flag Status: Completed

** WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. **

I support the presence of a Pride flag on the courthouse lawn during June 2023. Please record my statement in the minutes of the June 6th Commissioners' meeting:

Thank you,
Meredith Curtis

Sent from my iPhone

Richard Mahar

From: hayden curtis
Sent: Monday, June 05, 2023 10:31 PM
To: Tom Lannen; Richard Mahar; Asa Leckie
Subject: Pride month

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I support the placement of a Pride flag on the courthouse lawn during June 2023. Please include my statement in the minutes of the June 6th Commisioners' meeting.

Thanks,

Hayden Curtis

Sent from my T-Mobile 4G LTE Device
Get [Outlook for Android](#)

Richard Mahar

From: R.R.
Sent: Tuesday, June 06, 2023 3:45 AM
To: Tom Lannen; Richard Mahar; Asa Leckie
Subject: Pride

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I support the presence of a Pride banner on the courthouse lawn during the month of June 2023. Please record my statement in the meeting minutes for the June 6th Board of Commissioners meeting.

Sincerely,

Rachele Rice
North Bonneville

Tom Lannen

From: Activist Fia
Sent: Tuesday, June 6, 2023 7:46 AM
To: Tom Lannen; Richard Mahar; Asa Leckie
Subject: Pride Banner on Courthouse Lawn

Follow Up Flag: Follow up
Flag Status: Completed

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Commissioner Lannen, Commissioner Leckie, and Commissioner Mahar:

I kindly request that you follow through with your promise to place a Pride banner on the Skamania Courthouse lawn for the month of June. It is a symbol of many things but it would show your constituents support to ALL in the county despite their creed, race, gender, and sexuality. People who celebrate Pride pay taxes, work, live, and vote in this County. It is your duty to show your support to these community members.

Putting up a symbol of Pride hurts no one. In fact, it will uplift this diverse community and prevent exclusion.

Please place a Pride banner on the courthouse lawn. I would also like this to be submitted to the record.

Thank you for your time,
Sofia Lopez

Tom Lannen

From: Tressa Major
Sent: Tuesday, June 6, 2023 8:52 AM
To: Tom Lannen
Subject: Statement to be recorded for the June 6th County Commissioners Meeting

Follow Up Flag: Follow up
Flag Status: Completed

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning. I heard you all did not approve the PRIDE Month proclamation that the City Council placed on your desk. Can you please explain why? Is there a reason behind recinding your approval of a PRIDE banner in downtown?

Stevenson is a split down the middle (red/blue), touristy town. I live here and have seen the influx of visitors to our tiny chunk of paradise. About half of them are obviously queer or find themselves identifying on the LGBTQIA+ spectrum. Spending their money in our town. Stopping at Walking Man, Clark and Lewies and Scoopys for grub, beer and treats on their way through. Maybe they decide to stop and stay the night at Art Bliss or the lodge? If you show these people that they are WELCOME AND SAFE they will stay. They will come back and spend more money here. The banner that was requested will be twofold. It will show the small queer community that lives and breathes here that they are welcome and seen and it will show the outside queer community that they are welcome and seen (and they will also come back with their friends and family to spend their tourist dollars). The red side may seem belligerent and scary but you are all in a position to stand up to HATE. Show them that they cannot bully you into backing down. Celebrating diversity of the LGBTQIA+ community, proclaiming June PRIDE Month and putting the banner out in the lawn will be the right step for this tiny town.

Proclaim June as PRIDE Month, no reason not to, and put that banner in the lawn of town hall!!!! You have much to lose and so much more to gain by doing so. Please show all of Stevenson that they are welcome to live here and that their County accepts them. Show the tourists that they want to spend their money here!!!

Please record my statement in the meeting minutes for the June 6th Board of Commissioners Meeting.

Tressa Major

T Major

Tom Lannen

From: Shayla Adkins
Sent: Tuesday, June 6, 2023 9:51 AM
To: Tom Lannen; Richard Mahar; leckie@co.comskamania.wa.us
Subject: 2023 PRIDE FLAG

Follow Up Flag: Follow up
Flag Status: Completed

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I support the presence of a Pride banner on the courthouse lawn during the month of June, 2023. Please record my statement in the meeting minutes for the June 6th Board of Commissioners meeting.

Richard Mahar

From: rondi conn
Sent: Tuesday, June 06, 2023 9:52 AM
To: Tom Lannen; Richard Mahar; Asa Leckie
Subject: Pride Month

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Board of Commissioners,

I am curious why our county leadership first approved and then rescinded their approval for the Pride Banner at the courthouse lawn? Who does it harm showing support for our LGBTQ community members? Literally no one. Offend some? I'm certain it could, but so do the Christmas and and Easter celebrations every year. It is long overdue that Skamania County embrace and support all of its people.

Celebrating Pride isn't about celebrating one's sexuality. It is about celebrating the triumphs and sacrifices made over decades fighting for the equity and equality of those within the community, while also continuing to put in the necessary work for those things yet to be achieved. I am writing to you in hopes that you will support and approve the request for a Pride Month banner on the courthouse lawn. Please record my statement for the June 6th BOC meeting.

Respectfully,
Rondi Conn

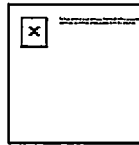
Richard Mahar

From: Kristy McCaskell
Sent: Tuesday, June 06, 2023 10:12 AM
To: Tom Lannen; Richard Mahar; Asa Leckie
Subject: Let's make Skamania County inclusionary!

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I support the presence of a Pride banner on the courthouse lawn during the month of June, 2023. Please record my statement in the meeting minutes for the June 6th Board of Commissioners meeting.
Thank you!

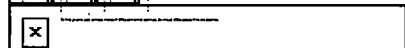
KRISTY MCCASKELL ABR®
Licensed Broker WA.



 **WINDERMERE COLUMBIA RIVER GORGE**



/ Stevenson, Wa. 98648



Tom Lannen

From: Dana Hendricks
Sent: Tuesday, June 6, 2023 8:40 AM
To: Tom Lannen
Subject: Re: Pride display on the lawn

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Please record my statement in the minutes for today's Commissioners meeting.

dbh

On Jun 6, 2023, at 8:22 AM, Dana Hendricks <dana.berthold@gmail.com> wrote:

Hi Tom, I sincerely hope that commissioners will approve the Pride display for the courthouse lawn.

Pride month has been recognized by all recent presidents, including Donald Trump.

Thanks,
Dana Hendricks
Stevenson

Richard Mahar

From: Mal Tay
Sent: Sunday, June 04, 2023 4:28 PM
To: Tom Lannen; Richard Mahar; Asa Leckie
Subject: Pride Banner Support on Courthouse Lawn

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Greetings Commissioners,

Know that I support the presence of a PRIDE banner on the courthouse lawn during the month of June 2023. The banner shows solidarity with those who are openly and quietly in the LGBTQ community, as well as their loved ones and family members.

Please record my statement in the meeting minutes for the next Board of Commissioners meeting.

Warmly,

Mallory Taylor
Business owner and resident in Stevenson, WA

Richard Mahar

From: Honna Sheffield
Sent: Sunday, June 04, 2023 4:06 PM
To: Tom Lannen; Richard Mahar; Asa Leckie
Subject: Pride Banner

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear commissioners,

As a member of this community for 44 years and a proud friend and ally to many LBGQTQIA individuals here in our county and since June is recognized all across the country as Pride month I request that you approve placing a Pride Banner on the courthouse lawn. Please include this email in the public comment on this topic.

Sincerely,
Honna Sheffield

Stevenson, WA 98648 (actually in the community of Skamania).

Richard Mahar

From: Lori Lishan
Sent: Sunday, June 04, 2023 3:38 PM
To: Richard Mahar
Subject: Please record my statement in the meeting minutes for June 6th

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I support the presence of a Pride Banner on the courthouse Lawn during the month of June, 2023.

Thank you for recording my statement in the meeting minutes for the June 6th Board of Commissioners meeting.

**Lori Lishan
Wellness & Coaching
Stevenson, WA**

Richard Mahar

From: Judy And Gary Jensen
Sent: Sunday, June 04, 2023 3:23 PM
To: Richard Mahar
Subject: Pride Banner

**** WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. ****

I support a Pride banner on Court House lawn during month of June. Please include this email in June meeting minutes.
Thank you
Judy Jensen

Sent from my iPhone

Richard Mahar

From: Kathleen Morrow
Sent: Sunday, June 04, 2023 3:06 PM
To: Richard Mahar
Subject: Pride banner

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I support the presence of a Pride banner on the courthouse lawn during the month of June, 2023. Please record my statement in the meeting minutes for the June 6th Board of Commissioners meeting.

Thanks for all you do,
Kathleen Morrow.
Stevenson

Richard Mahar

From: Kim Puckett
Sent: Sunday, June 04, 2023 5:35 PM
To: Tom Lannen; Asa Leckie; Richard Mahar
Subject: Pride Month and Pride Banner

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Greetings to the County Commissioners and the Community of Skamania County.

I look forward to and support the presence of a Pride banner on the courthouse lawn during the month of June, 2023 and every June thereafter.

Please record my statement in the meeting minutes for the June 6th Board of Commissioners meeting.

Peace,
Kim Puckett

--

Peace,
Kim Puckett

Richard Mahar

From: Gretchen Emmons Kelly
Sent: Monday, June 05, 2023 9:49 AM
To: Richard Mahar
Subject: Pride Banner

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning,

I support the presence of a Pride banner on the courthouse lawn during the month of June, in 2023 and beyond. Please record my statement in the meeting minutes for the June 6th Board of Commissioners meeting.

Thank you

Gretchen Emmons Kelly

Richard Mahar

From: Joanne Menter
Sent: Monday, June 05, 2023 9:45 AM
To: Richard Mahar
Subject: Pride Banner

**** WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. ****

I support the presence of a Pride Banner on the courthouse lawn in June 2023. Please record my statement in the meeting minutes for the June 6 meeting.

Thank you,
Joanne Menter

Sent from my iPhone

Richard Mahar

From: Lindina Simon
Sent: Tuesday, June 06, 2023 10:53 AM
To: Tom Lannen; Richard Mahar; Asa Leckie
Subject: Pride banner at courthouse

**** WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. ****

I support the presence of a Pride banner on the courthouse lawn during the month of June, 2023. Please record my statement in the meeting minutes for the June 6th Board of Commissioners meeting.

Richard Mahar

From: Jonah Bauwens
Sent: Tuesday, June 06, 2023 8:23 AM
To: Tom Lannen; Richard Mahar; Asa Leckie
Subject: Pride banner & pride month

** WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. **

Good morning. I support the presence of a pride banner on the courthouse lawn during the month of June 2023, and a pride flag flown from the city hall year round and I support June being proclaimed as pride month by the county commissioners. Please record my statement in the meeting minutes for the June 6th board of commissioners meeting. Thank you 🙏 - Jonah Bauwens.

Richard Mahar

From: Bonnie Heemeier
Sent: Monday, June 05, 2023 5:05 PM
To: Tom Lannen; Richard Mahar; Asa Leckie
Subject: Pride banner

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

I am emailing in support of the presence of a Pride banner on the courthouse lawn during the month of June ,2023.
Please record my statement in the meeting minutes for the June 6th board of commissioners meeting.

Thank you,

Bonnie Heemeier
Bloomsbury of Kanaka Creek Farm
out on a limb home + her
Out and about

Get [Outlook for iOS](#)

Richard Mahar

From: Frank Caccavo
Sent: Monday, June 05, 2023 4:37 PM
To: Richard Mahar
Subject: Pride banner

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

I would like my email read into the public record at the June 6th, County Commission meeting. As a Skamania County resident, property owner, and taxpayer I would appreciate seeing a Pride banner on the courthouse lawn during the month of June. I would like Skamania County to be an inclusive, safe place for people to be who they are and representation is a great start.

Thank you,

Dr. Frank Caccavo

Richard Mahar

From: Addie Caccavo
Sent: Monday, June 05, 2023 3:52 PM
To: Richard Mahar
Subject: Pride Banner

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello, I support the presence of a pride banner through the month of June. As a trans person in this county, it has at times felt hostile to me and many others in the county, and an official pride banner would be a great step in making it clear that I and many others in this community are welcome. Please record my statement in the meeting minutes for the June 6th Board of Commissioners meeting.

Thank you!

Richard Mahar

From: Molly Leckie
Sent: Monday, June 05, 2023 4:29 PM
To: Asa Leckie; Richard Mahar; Tom Lannen
Subject: Pride on the Courthouse lawn

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

As a born and bred Stevenson resident, the mother of a bisexual adult, and friend of many people who celebrate Pride, I want you to know that I support the presence of a Pride banner on the courthouse lawn during the month of June, 2023. Please record my statement in the meeting minutes for the June 6th Board of Commissioners meeting.

Respectfully,

Molly Olsen Leckie

Richard Mahar

From: Dana Carvelli
Sent: Monday, June 05, 2023 3:25 PM
To: Richard Mahar
Subject: June Banner Vote

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

"I support the presence of a Pride banner on the courthouse lawn during the month of June, 2023. Please record my statement in the meeting minutes for the June 6th Board of Commissioners meeting."

Richard Mahar

From: Amy B
Sent: Monday, June 05, 2023 2:57 PM
To: Richard Mahar
Subject: Pride Banner on Courthouse Lawn

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Commissioner Mahar,

I'm writing to express my support for the presence of a Pride banner on the courthouse lawn during the month of June 2023. I am a Skamania county resident, and I believe it's important to show that Skamania County cares about and supports our LGBTQ community, which certainly does exist here.

Please record my statement in the meeting minutes for the June 6th Board of Commissioners Meeting.

Sincerely,
Amy Bazley

Richard Mahar

From: Margie Hidalgo
Sent: Monday, June 05, 2023 1:44 PM
To: Richard Mahar
Subject: Pride Banner

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To Whom It May Concern:

I would like Skamania County to be known as a progressive county that values and provides inclusion for all its residents, especially those that have experienced past discrimination and marginalization. Therefore, I would like to express my desire and support for having a pride banner on the courthouse lawn during the month of June. Doing so would show the community that Skamania supports and values all its residents.

Please record my statement in the meeting minutes for the June minutes.

Thank you,

Margie Hidalgo
Stevenson, WA

Richard Mahar

From: Jean Maas
Sent: Sunday, June 04, 2023 4:40 PM
To: Tom Lannen; Asa Leckie; Richard Mahar
Subject: In support of pride banner

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear County Commissioners:

I am writing to express my support for displaying a Pride banner on the courthouse lawn in the month of June, 2023. Please record my statement in the minutes of the June 6, 2023 Board of Commissioners meeting

Thank you

Jean Maas

, Stevenson, WA 98648

Asa Leckie

From: Lori Caccavo
Sent: Monday, June 5, 2023 3:43 PM
To: Asa Leckie
Subject: Please read into the public record

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

I would like my email read into the public record at the June 6th, County Commission meeting. As a Skamania County resident, property owner, and taxpayer I would appreciate seeing a Pride banner on the courthouse lawn during the month of June. I would like Skamania County to be an inclusive, safe place for people to be who they are and representation is a great start.

Thank you,

Lori Caccavo

--

Richard Mahar

From: Mary Anne Reyes
Sent: Sunday, June 04, 2023 7:57 PM
To: Richard Mahar
Subject: Pride Banner

**** WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. ****

I support the pride banner be displayed on the courthouse lawn for the month of June.

Please have my comments recorded in the commissioner report.
Mary Anne Reyes

Sent from my iPhone

Richard Mahar

From: Laura Paxson
Sent: Sunday, June 04, 2023 6:59 PM
To: Tom Lannen; Richard Mahar; Asa Leckie
Subject: Pride banner

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Commissioners,

I hope you will take the principled decision of supporting a Pride banner on the Skamania Courthouse lawn during the month of June. It is the least you can do. As elected officials you are asked to represent all constituents. Most important are those who have no voice. In our fraught times, when bullying has become an acceptable norm for political discourse in some circles, you should consider being the countervailing force. Please do the right thing and approve the Pride banner for the courthouse lawn.

Please record my statements in the June 6 meeting minutes.

Thank you,

Laura Paxson
Skamania Landing Rd.
Stevenson, WA

Richard Mahar

From: Caren Guldenzopf
Sent: Sunday, June 04, 2023 6:56 PM
To: Richard Mahar
Cc: Caren Guldenzopf
Subject: Pride Banner Support

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I support the presence of a Pride banner on the courthouse lawn during the month of June, 2023.
Please record my statement in the meeting minutes for the June 6th Board of Commissioners meeting.


Thank you,
Caren Guldenzopf

Asa Leckie

From: Savanna O'Mahoney
Sent: Sunday, June 4, 2023 6:17 PM
To: Tom Lannen; Richard Mahar; Asa Leckie
Subject: Pride Flag

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I support the presence of a Pride banner on the courthouse lawn during the month of June, 2023. Please record my statement in the meeting minutes for the June 6th Board of Commissioners meeting.

Cheerfully,
Savanna 

Asa Leckie

From: Brandi O'Mahoney
Sent: Sunday, June 4, 2023 11:17 PM
To: Tom Lannen; mahar@co.skamania.us; Asa Leckie
Subject: PRIDE

** WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. **

I support the presence of a Pride banner on the courthouse lawn during the month of June, 2023. Please record my statement in the meeting minutes for the June 6th Board of Commissioners meeting.

Brandi O'Mahoney

Sent from my iPhone

Asa Leckie

From: Ace Raikiri
Sent: Sunday, June 4, 2023 6:18 PM
To: Tom Lannen; Richard Mahar; Asa Leckie
Subject: Pride flag

**** WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. ****

I support the presence of a Pride banner on the courthouse lawn during the month of June, 2023. Please record my statement in the meeting minutes for the June 6th Board of Commissioners meeting.

-Aiden O'Mahoney

Asa Leckie

From: hi
Sent: Sunday, June 4, 2023 9:49 PM
To: Asa Leckie
Subject: Pride flag to be on Courthouse lawn

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

My name is AJ Smith,

I would like to put in the record, that I support the Pride flag to be flown for the month of June. To express that this is a inclusive county to ALL it's citizen. White, Black, Red, Yellow, heterosexual , Gay, Transgender, each ethnicity, social economical and gender expression. It is time not to pick and choose who we serve, that align with our own belief systems, but to serve the equality and with equanimity. As leaders we will not keep everyone happy, and there will be people that want to live the good old days, when people different then us, stayed in the closet, or would settle to be oppressed for generations. If not now, when will we allow all people to feel like valued and import parts of our community. Please consider my thoughts and suggestions as a way to move us in a closer alignment to the Constitution, That ALL Citizen (not just MEN) have the inalible rights of Life, Liberty and the pursuit of Happiness.

Sincerely, AJ Smith

Sent from [Mail](#) for Windows

BOARD OF SKAMANIA COUNTY COMMISSIONERS
Skamania County Courthouse
240 NW Vancouver Ave. Lower Level, Room 18
Stevenson, WA 98648
Minutes for Meeting of May 31st, 2023

The Commissioners' business meeting was called to order at 9:31 a.m. on Wednesday, May 31st, 2023, at the Commissioners' Meeting Room, 240 NW Vancouver Avenue in Stevenson, with Commissioners Richard Mahar and T.W. Lannen, Chair, present. Commissioner Asa Leckie was absent.

The Pledge of the Allegiance was led by Steve Chambers, Carson resident.

Public comment was provided by Steve Chambers, Carson resident, regarding zoning in Carson.

Commissioner Mahar moved, seconded by Commissioner Lannen, and the motion carried unanimously to approve the Consent Agenda as follows:

1. Minutes for meeting May 23rd, 2023.
2. Letter of Engagement with Kofile for historical document preservation.
3. Contract amendment with WSPA USA Inc to cover the Environmental Impact Study review for the Strordahl quarry project.
4. Contract amendment #1 with Clark County Public Health for Communicable Disease Prevention & Control and Healthy Communities/Chronic Disease Prevention services.
5. Contract renewal with Washington Action Program for Permanent Supportive/Transitional Housing Program and Emergency Shelter Program.
6. Contract amendment with WSDOT to increase revenue for the Dial-A-Ride grant.
7. Contract amendment with WSDOT to transfer \$14,000 from Route Deviated (PTD0369) to Dial-A-Ride grant (PTD0370).
8. Resolution 2023-24, Award contract for the Official County Newspaper.
9. Contract with Skamania County Pioneer for the official County Newspaper.
10. Public Notice announcing Skamania County Pioneer as the official County Newspaper.

Commissioner Mahar moved, seconded by Commissioner Lannen and the motion passed unanimously to approve vouchers for the period dated May 31st, 2023, in the total amount of \$123,133.37 with \$51,177.21 being Current Expense, covering warrant numbers 192749 through 192834.

Commissioner Mahar moved, seconded by Commissioner Lannen, and the motion carried unanimously to approve Human Resources to purchase a computer tower for Human Resources training.

Commissioner Mahar moved, seconded by Commissioner Lannen, and the motion carried unanimously to approve the notification to Washington State Department of Commerce to administer general fund – state for fiscal year 2024 and 2025.

The Board reported on various meetings they attended.

The meeting recessed at 9:45 a.m. and reconvened the same day at 10:00 a.m. with Commissioners Richard Mahar and T.W. Lannen, Chair present. Commissioner Asa Leckie was absent.

The Board met for Department Head reports.

- Tamara Cissell, Community Health Director, reported on Behavioral Health, Public Health, Developmental Disabilities, and Housing.
- David Waymire, Public Works Director, was absent.

The meeting recessed at 10:09 a.m. and reconvened the same day at 12:15 p.m. with Commissioners Richard Mahar and T.W. Lannen, Chair present. Commissioner Asa Leckie was absent.

The Board presented a plaque to Angie Hollis, Juvenile Administrator, for 25 years of service with Skamania county.

The meeting recessed at 12:18 p.m. and reconvened the same day at 1:30 p.m. with Commissioners Richard Mahar and T.W. Lannen, Chair present. Commissioner Asa Leckie was absent.

The Board met with Marla Koberstein, Water Quality Standards Project Manager, for updates on ecology rule making regarding the Green River.

The meeting adjourned at 2:01 p.m.

ATTEST:

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

T.W. Lannen, Chair

Richard Mahar, Commissioner

Lisa Sackos, Clerk of the Board

Asa Leckie, Commissioner

Aye _____
Nay _____
Abstain _____
Absent _____

BOARD OF SKAMANIA COUNTY COMMISSIONERS
Skamania County Courthouse
240 NW Vancouver Ave. Lower Level, Room 18
Stevenson, WA 98648
Minutes for Meeting of June 6th, 2023

The Commissioners' business meeting was called to order at 9:30 a.m. on Tuesday, June 6th, 2023, at the Commissioners' Meeting Room, 240 NW Vancouver Avenue in Stevenson, WA with Commissioners Asa Leckie, Richard Mahar, and Commissioner T.W. Lannen, Chair, present.

The Pledge of the Allegiance was led by Don Morby, Mill A.

Public comment was provided by Kathleen Morrow, Stevenson.
Public comment was provided by Kelly Flood, North Bonneville.
Public comment was provided by Kassandra Babcock, Carson.
Public comment was provided by Ryan Cook, Stevenson.
Public comment was provided by John Ballness, Carson.
Public comment was provided by Karen Pettyjohn, Stevenson.
Public comment was provided by Lisa Alexander, Domestic Violence
Public comment was provided by Dr. Amy Peterson, North Bonneville.
Public comment was provided by Lewis Peterson, North Bonneville.
Public comment was provided by Erika Jessell, Stevenson.
Public comment was provided by Rene Wold, Carson.
Public comment was provided by Katie Walker, North Bonneville.
Public comment was provided by Tim Wald, Carson.
Public comment was provided by Lucy Locer, Stevenson.
Public comment was provided by Pete Tennison, Stevenson.
Public comment was provided by Phyllis Tennison, Stevenson.
Public comment was provided by Ron Styman, Mill A.
Public comment was provided by Dr. Yerrick, Stevenson.
Public comment was provided by Don Morby, Mill A.
Public comment was provided by Brett Johnson, Stevenson.
Public comment was provided by Kim Morby, Mill A.
Public comment was provided by Sofia Lopez, Stevenson.
Public comment was provided by Mary Repar, Stevenson.
Public comment was provided by Dana Hall, North Bonneville.

Commissioner Leckie moved, seconded by Commissioner Mahar, and the motion carried unanimously to approve vouchers for the period dated June 6th, 2023, in the total amount of \$130,645.02 with \$57,638.90 being Current Expense, covering warrant numbers 192835 through 192873.

Commissioner Mahar moved, seconded by Commissioner Leckie, and the motion carried unanimously to approve payroll for the period of May 15th, 2023, through May 31st, 2023, in the total amount of \$726,949.37 with \$406,806.99 being Current Expense, covering warrant numbers 44153 through 44171 and direct deposit numbers 78045 through 78231.

Commissioner Leckie moved, seconded by Commissioner Lannen and the motion carried unanimously to approve request to display flags on Courthouse lawn for 2023 Graduating class.

Commissioner Leckie moved, seconded by Commissioner Lannen and the motion carried unanimously to approve request to display June Pride Month Banner on Courthouse lawn for a period of two weeks.

Commissioner Leckie moved, seconded by Commissioner Mahar and the motion carried unanimously to approve the request from Fort. Vancouver Library to use the Courthouse lawn for glow stick capture the flag on August 4th, 2023, from 6-8 P.M.

The Board reported on various meetings they attended.

The meeting recessed at 10:28 a.m. and reconvened the same day at 11:03 a.m. with Commissioner Asa Leckie, Richard Mahar, T.W. Lannen, Chair present.

The Board met in an Executive Session pursuant to RCW 42.30.110(1)(g) Performance of a public employee with Prosecutor Adam Kick, Human Resources Specialist Sara Slack, and Public Works Director David Waymire in attendance for 30 minutes. At 11:35 a.m. the Chair announced they would need 15 more minutes. At 11:50 a.m. the Chair announced they would need an additional 20 minutes. The session ended at 12:10 p.m.

The meeting adjourned at 12:10 p.m.

ATTEST:

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

T.W. Lannen, Chair

Richard Mahar, Commissioner

Glenda Torres, Assistant Clerk of the Board

Asa Leckie, Commissioner



SKAMANIA COUNTY BOARD OF COMMISSIONERS

Skamania County Courthouse
240 NW Vancouver Ave | PO Box 790
Stevenson, WA 98648

(509)427-3700
Fax (509) 427-3708

Richard Mahar
District 1

Tom Lannen
District 2

Asa Leckie
District 3

June 13th, 2023

Asa Leckie
Skamania County Commissioner
P.O. Box 790
Stevenson, WA 98610

Dear Commissioner, Leckie:

We are pleased to inform you that on June 13th, 2023, the Board of County Commissioners appointed you to serve on the Columbia Gorge Housing Authority as a representative for Skamania County. Your appointment is for a three-year term ending February 28, 2026.

Thank you for your interest in serving on this Board.

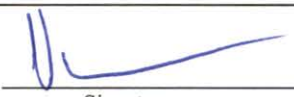
Sincerely,

Tom Lannen
Chair

cc: Columbia Gorge Housing Authority



COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	<u>Public Works/Community Development</u> Department	 Signature
<u>AGENDA DATE</u>	<u>6-13-2023</u>	
<u>SUBJECT</u>	<u>Resolution adopting ER&R rates</u>	
<u>ACTION REQUESTED</u>	<u>Adopt resolution 2023-25 as presented.</u>	

SUMMARY/BACKGROUND

ER&R rates are traditionally adopted each year using the FEMA rate chart. As a new requirement by the County Road Administration Board we now need to have this process solidified by a resolution. The attached resolution is to address this requirement.

FISCAL IMPACT

There is no fiscal impact with this resolution.

RECOMMENDATION

I recommend the board adopt resolution 2023-25 as presented.

LIST ATTACHMENTS

Resolution 2023-25

RESOLUTION NO. 2023-25

**ADOPTING THE 2023 RENTAL RATES
FOR COUNTY ROAD EQUIPMENT**

WHEREAS, the Public Works Department administers the ER&R fund, and the County Road fund;
and

WHEREAS, pursuant to WAC 136-600, the Public Works Department has established rental rates for
County Road equipment for 2023; and

WHEREAS, the Federal Emergency Management Agency updates the schedule of equipment rates on
a routine schedule; and

WHEREAS, Skamania County Public Works has utilized this schedule for the rental rates for road
equipment; and

WHEREAS, the County Engineer has reviewed these rental rates for County Road equipment and has
certified the proposed rates are an appropriate use of County Road funds;

NOW, THEREFORE, BE IT RESOLVED, by the Skamania County Board of Commissioners the
Skamania County yearly Equipment Rental Rates will be adopted based off the most recent FEMA
rates. If equipment is not listed on the FEMA rates the Engineer will develop these rates based off
actual operating costs via a memo on file for the project.

ADOPTED this _____ day of _____,

**ATTEST:
OF**

**BOARD OF COUNTY COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

Clerk of the Board

Chair Tom Lannen

Commissioner Richard Mahar

Approved as to form only:

Commissioner Asa Leckie

**Skamania County
Prosecuting Attorney**

RESOLUTION NO. 2023-26

BEFORE THE BOARD OF COUNTY COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON
(Amending 2021-30 Recording Fees)

WHEREAS, the Skamania County Auditor advises an increase in recording costs to comply with WAC 332-150-030

WHEREAS, the increased recording costs will affect Surveys, Short Plats, Boundary Mylars, Maps.

THEREFORE, BE IT RESOLVED as of July 1st, 2023 the following changes will go into effect:

All Surveys, Short Plats, Boundary Mylars and City plats will be charged \$323.50 for the first page and \$5.00 each additional page.

PASSED this _____ day of _____, 2023.

S E A L

BOARD OF COUNTY COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON

Chairman

Attest:

Commissioner

Clerk of the Board

Commissioner

Approved as to form only:

Prosecuting Attorney

HTML has links - PDF has Authentication

(Effective until July 1, 2023)

PDF **WAC 332-150-030**

Filing and recording fees.

Each county auditor shall collect the fee of **sixty-four dollars** per instrument in addition to any other fees required by law, as a condition precedent to the filing and recording of any surveys, subdivision plats, short plats or condominium surveys, plats or maps.

[Statutory Authority: RCW **58.24.070**. WSR 15-13-075, § 332-150-030, filed 6/12/15, effective 8/1/15; WSR 02-15-126 (Order 708), § 332-150-030, filed 7/19/02, effective 8/19/02; WSR 87-15-048 (Order 509), § 332-150-030, filed 7/14/87. Statutory Authority: Chapter **58.24** RCW and 1982 c 165 § 7. WSR 82-14-042 (Order 378), § 332-150-030, filed 6/30/82.]

(Effective July 1, 2023)

PDF **WAC 332-150-030**

Filing and recording fees.

Each county auditor shall collect the fee of **\$100** per instrument in addition to any other fees required by law, as a condition precedent to the filing and recording of any surveys, subdivision plats, short plats or condominium surveys, plats or maps.

[Statutory Authority: RCW **58.24.070**. WSR 23-10-050, § 332-150-030, filed 4/28/23, effective 7/1/23; WSR 15-13-075, § 332-150-030, filed 6/12/15, effective 8/1/15; WSR 02-15-126 (Order 708), § 332-150-030, filed 7/19/02, effective 8/19/02; WSR 87-15-048 (Order 509), § 332-150-030, filed 7/14/87. Statutory Authority: Chapter **58.24** RCW and 1982 c 165 § 7. WSR 82-14-042 (Order 378), § 332-150-030, filed 6/30/82.]

DESCRIPTION	FUND & BARS #	Maps/Plats /Surveys
Instrument Filings		
Per Lot Recording	0010.160.341.210.000	\$25.00
Historical Document Preservation		
Historical Preservation County	0010.110.341.360.000	\$1.00
Centennial Document Preservation & Moderization (Document Preservation)	6440.000.389.300.720	\$2.00
O&M Historical Preservation	1190.000.341.360.000	\$2.00
Archives Surcharge		
Archives & Record Management	6440.000.389.300.730	\$1.00
Local Records Grants & Consulting	6440.000.389.300.700	\$1.00
Archives Digital Account	6440.000.389.300.710	\$0.50
State Library-Archives Building 1	6440.000.389.300.210	\$2.00
State Library-Archives Building 2	6440.000.389.300.211	\$0.50
State Library Operations	6440.000.389.300.780	\$3.00
Affordable Housing		
Affordable Housing - Low Inc Surcharge	0010.160.341.260.900	\$0.65
Affordable Housing - Low Inc County	1230.000.341.260.000	\$7.41
Affordable Housing - Low Inc State	6440.000.389.300.740	\$3.80
Affordable Housing - Low Inc State Landlord	6440.000.389.300.750	\$1.14
Low Income State - 2021	6440.000.389.300.740	\$20.00
Low Income State-Landlord 2021	6440.000.389.300.750	\$4.00
Homeless Housing		
End Homelessness Local	1190.000.341.210.100	\$1.24
End Homelessness State	6440.000.389.300.760	\$20.38
End Homelessness Local	1320.000.341.270.000	\$30.58
End Homelessness State-2021	6440.000.389.300.760	\$76.00
Local New	1320.000.341.270.100	\$9.80
Homeless Housing II		
End Homelessness II/Local	1320.000.341.270.110	\$7.20
End Homelessness II/State	6440.000.389.300.770	\$0.80
Urban Planning		
Urban Planning	6440.000.389.300.600	\$2.50
DNR FEE (Mylars Only)		
Survey & Map Fees	6440.000.389.300.705	\$100.00
TOTAL		\$323.50

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Senior Services Department	 Signature
<u>AGENDA DATE</u>	June 13, 2023	
<u>SUBJECT</u>	SCSEP Host Agency Employment with Goodwill of the Olympics & Rainier Region	
<u>ACTION REQUESTED</u>	Approve Annual Host Agency Agreement for Goodwill	

SUMMARY/BACKGROUND

This agreement with Goodwill of the Olympics & Rainier Region is to provide training and skills development for program participants. This program constitutes Goodwill placing program participants in departments where they can work as employees, paid by Goodwill, but benefiting the county and the "employee" as they gain knowledge, experience, and skills.

The agreement covers 7/1/2023-6/30/2024

FISCAL IMPACT

None. Wages are paid by Goodwill.

RECOMMENDATION

Approve Host Agency Agreement from Goodwill.

LIST ATTACHMENTS

Agreement
Board Signature Page



HOST AGENCY AGREEMENT

HOST AGENCY: SKAMANIA COUNTY SENIOR CENTER PY: 2023

As part of the Senior Community Service Employment Program (SCSEP), operated under Title V of the Older Americans Act, this Agreement is voluntarily entered into by Skamania County Senior Center, a governmental agency or a non-profit agency designated under Section 501(c)(3) of the Internal Revenue Code, (hereinafter referred to as the Host Agency), and Goodwill Industries International (Goodwill Olympics & Rainier Region). The intent of this agreement is to provide useful community service assignments for low-income mature workers, in order to increase their skills and assist transition to permanent employment.

THE HOST AGENCY AGREES:

- To provide a safe and healthy training site, adequate orientation and training, additional training as needed, and to treat each participant as a valued partner in the host agency.
- To assist Goodwill in transitioning fully trained participants off the program; and to consider participants for regular employment on its staff when vacancies occur or when new positions are created.
- To abide by mutually agreed to training schedules, documented through properly prepared time sheets, activity reports and periodic performance evaluations: Volunteer or overtime hours are not permitted. Participants are required to attend periodic meetings during regular working hours, and the host agency recognizes that participants will be unavailable for training during these times.
- To report any in-kind contributions accurately, documenting supervisors' rates of pay, time spent training and providing oversight of the participant, and any other and all other records and assistance necessary to prove Goodwill's compliance with SCSEP regulations. (See Host Agency In-kind Supervision Report and Host Agency Handbook)
- Sponsorship of a participant will not result in the partial or total displacement of currently employed workers; will not reduce regular hours worked, wages, or benefits; will not be used as a replacement for a position from which a person has been laid off; will not impair existing contracts or result in the substitution of Federal funds for other funds in connection with work that would otherwise be done. See Host Agency Handbook for more information on Maintenance of Effort violations.
- To assure that participants are not discriminated against based on age, race, color, religion, sex, national origin, disability, veteran status, political affiliation, or any other basis prohibited by law.
- To send a representative to a group meeting of host agency supervisors. Group meetings of host agency supervisors or designated representatives will be held annually to acquaint all concerned with the SCSEP goals and objectives.
- To not serve as a host agency for any other SCSEP project sponsor site while this agreement is in effect unless approved by Goodwill SCSEP Project Director.
- To inform Goodwill immediately if Section 501(c) (3) certification changes.
- To furnish any tools, equipment, supplies and safety training, equipment or preparation required to perform the participant's training assignment.
- To comply with applicable provisions of the Americans with Disabilities Act.
- To maintain adequate insurance covering participants while acting under the host agency's supervision. This obligation includes the maintenance of comprehensive general liability insurance. Additionally, if participants have been authorized to drive as part of their assignments, the agency will ensure that all documentation required is completed before participant is assigned to drive. This includes an agreement of continuous liability coverage (\$100,000/\$300,000), agency insurance information, insurance declaration pages, official driving record of the participant, a copy of their valid driver's license and any other information necessary to minimize the agency's liability.

- To not hold Goodwill liable for any damages incurred in the case of a driving accident involving an assigned participant.
- Assure that participants are not assigned to positions that involve political activities on behalf of either partisan or non-partisan groups.
- To adhere to policies and responsibilities as detailed in the Goodwill SCSEP Host Agency Handbook.


GOODWILL AGREES:

- To recruit, enroll, and assign a participant to the host agency for the purpose of engaging in productive community service training with duties and tasks as specified in a written description of a community service training assignment.
- To be responsible for all administrative and fiscal controls of the SCSEP and for paying wages and providing applicable fringe benefits, including worker's compensation, to each participant as defined in the Goodwill SCSEP Participant Handbook.

Goodwill reserves the right to reassign any participant whenever reassignment will increase opportunities for training or unsubsidized employment, will serve the best interests of the participant, or will better support the goals and objectives of the program. Host agency understands that they have no inherent right to a participant and that assignment of participants to that host agency depends upon the training needs and job goals of that participant. The host agency may terminate its participation as a host agency at any time for any reason upon notification to Goodwill. This agreement may be amended by written mutual agreement. **This Host Agency Agreement is in effect from 07/01/2023 to 06/30/2024**
 _____ Date
 Date

****PLEASE NOTE MAINTENANCE OF EFFORT VIOLATIONS:**

Sponsorship of a participant will not result in the partial or total displacement of currently employed workers; will not reduce regular hours worked, wages, or benefits; will not be used as a replacement for a position from which a person has been laid off; will not impair existing contracts or result in the substitution of Federal funds for other funds in connection with work that would otherwise be done. See Host Agency Handbook for more information on Maintenance of Effort violations. This organization agrees not to willingly violate any maintenance of effort.

Host Agency: Skamania Co. Senior Center
 Address: PO Box 369 Stevenson WA.98648
 County: Skamania
 FEIN: 91-600-1363
 Signature: 
 Name: Sophie Miller
 Title: Program Manager
 Date: 07/01/2023

Goodwill: Olympics & Rainier Region
 Signature: _____
 Name: Brinda Wood
 Title: SCSEP Employment Specialist
 Date: 07/01/2023

Host Agency Status:

- This host agency is a government agency.
- This host agency is a non-profit agency under Section 501(c) (3) of the U.S. Internal Revenue Code
 - 501(c) (3) documentation attached.
 - 501(c) (3) documentation at Goodwill.

Dated this _____ day of _____ 2023.

ATTEST:

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

T.W. Lannen, Chairman

Richard Mahar, Commissioner

Lisa Sackos, Clerk of the Board

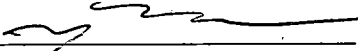
Asa Leckie, Commissioner

Approved as to form only:

Adam Kick,
Skamania County Prosecuting Attorney

Aye _____
Nay _____
Abstain _____
Absent _____

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Robert Waymire, Auditor	
<u>AGENDA DATE</u>	Department	Signature
	<u>06/13/2023</u>	
<u>SUBJECT</u>	<u>TDJ CPA Incorporated contract amendment</u>	
<u>ACTION REQUESTED</u>	<u>Approve contract amendment</u>	

SUMMARY/BACKGROUND

Skamania County Auditor's office and Treasurer's office contracts with TDJ, Teresa Johnson, for CPA services. TDJ provides accounting services that include, but are not limited to, the compilation of our cash basis Financial Statements. In addition, they assist with the annual state audit.

Additional time is necessary to train new staff on producing the County Road Report as well as having additional time to support the county during the audit.

FISCAL IMPACT

The amendment will cost \$4,580 or less depending on the total amount of hours of support received.

RECOMMENDATION

I recommend that the BOCC approve the attached agreement.

LIST ATTACHMENTS

Contract Facesheet
Contract Amendment

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number 4365

2. Contract Status: (Check appropriate box) Original Renewal Amendment

3. Contractor Information: Contractor: TDJ CPA Incorporated
Contact Person: Teresa D Johnson
Title: CPA
Address: 6012 NW 169th Street
Address: Ridgefield, WA 98642
Phone: 360-904-0972

4. Brief description of purpose of the contract and County's contracted duties: *Amendment to contract with Teresa for additional support in completing the County Road Report and to assist with our annual audit.*

5. Term of Contract: From: January 1, 2023 To: December 31, 2023

6. Contract Award Process: (Check appropriate box)
General Purchase of materials, equipment or supplies - RCW 36.32.245 & 39.04.190

- Exempt (Purchase is \$2,500 or less upon order of the Board of Commissioners)
- Informal Bid Process (Formal Quotes between \$2,500 and \$25,000)
- Formal Sealed Bid Process (Purchase is over \$25,000)
- Other Exempt (explain and provide RCW) _____

Public Works Construction & Improvements Projects – RCW 36.32.250 & 39.04.155 (Public Works, B&G, Capital Improvements Only)

- Small Works Roster (PW projects up to \$200,000)
- Exempt (PW projects less than \$10,000 upon order of the Board of Commissioners)

7. Original Contract amount: \$ 27,480
Amount of Amendment: \$ 4,580 Source: _____
Total Non-County Funds Committed: \$ Source: _____
Total County Funds Committed: \$ _____

TOTAL FUNDS COMITTED: \$ 32,060

8. County Contact Person: Name: Robert Waymire
Title: Skamania County Auditor

9. Department Approval: 
Robert Waymire, Skamania County Auditor

10. Special Comments: *An amendment is needed to allow the CPA hours to train new staff on the County Road Report for the state report submission. Teresa bills us at \$229.00 per hour plus travel expenses and expects, no more than, 20 hours to complete the work with this amendment.*



Teresa D. Johnson CPA, Inc.

June 6, 2023

Robert Waymire, County Auditor
Skamania County
PO Box 790
Stevenson, WA 98648

Dear Robert:

Regarding the engagement later dated November 21, 2022 the *Professional Fee* section needs modification due to increased time needed to train County on Road Report and offer assistance during the State Auditor's Office Audit. This letter amends the section as follows:

Professional Fee and Timing

- We estimate that an additional 20 hours (or \$4,580) may be needed to complete the engagement tasks.

The remainder of the terms of the engagement letter dated November 21, 2022 will remain in effect. We appreciate the opportunity to be of service to Skamania County. Please date and sign the enclosed copy of this engagement letter and return it to us to acknowledge your agreement with its terms.

Very truly yours,

Teresa D. Johnson

Approved:

Robert Waymire, County Auditor

Date: 6/6/23

Dated this _____ day of _____ 2023.

ATTEST:

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

T.W. Lannen, Chairman

Richard Mahar, Commissioner

Lisa Sackos, Clerk of the Board

Asa Leckie, Commissioner

Approved as to form only:

Adam Kick,
Skamania County Prosecuting Attorney

Aye _____
Nay _____
Abstain _____
Absent _____

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number: SMWCLCP-2125-SkCoSO-00099

2. Contract Status: (Check appropriate box) Original Renewal Amendment

3. Contractor Information: Contractor: Dept of Ecology
 Contact Person: Ariona
 Title: Regional Project Officer
 Address: PO Box 47775
 Address: Olympia, WA 98504-7775
 Phone: 360-407-6351

4. Brief description of purpose of the contract and County's contracted duties:
 Community litter cleanup activities using work crew inmates. This amendment obligates \$35,534.00 that cannot be billed out to the contract due to jail staffing shortages.

5. Term of Contract: From: 7/1/23 – 6/30/25

6. Contract Award Process: (Check appropriate box)

General Purchase of materials, equipment or supplies - RCW 36.32.245 & 39.04.190

Exempt (Purchase is \$2,500 or less upon order of the Board of Commissioners
 Informal Bid Process (Formal Quotes between \$2,500 and \$25,000)
 Formal Sealed Bid Process (Purchase is over \$25,000)
 This contract was awarded under RCW _____ or Skamania County Code _____
 Please provide a summary of the competitive process by which this contract was awarded
 Or the exemption and why it applies.

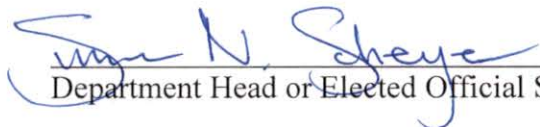
Public Works Construction & Improvements Projects – RCW 36.32.250 & 39.04.155 (Public Works, B&G, Capital Improvements Only)

Small Works Roster (PW projects up to \$200,000)
 Exempt (PW projects less than \$10,000 upon order of the Board of Commissioners)

7. Budget Committed in Current Year: \$
 Amount Not Budgeted in Current Year: \$ Source:
 Total Non-County Funds Committed: \$57,000.00 Source: Dept of Ecology
 Total County Funds Committed: \$
 TOTAL FUNDS COMMITTED: \$57,000.00

8. County Contact Person: Name: Summer N. Scheyer
 Title: Sheriff

9. Department Approval:


 Department Head or Elected Official Signature

10. Special Comments: _____

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Skamania County Sheriff Department	<u>Sumner N. Shreve</u> Signature
<u>AGENDA DATE</u>	_____	
<u>SUBJECT</u>	DOE Grant SWMCLCP- 2125-SkCoSO-00099	
<u>ACTION REQUESTED</u>	<u>Authorize New DOE Contract</u>	

SUMMARY/BACKGROUND

Using work crew inmates to accomplish litter cleanup program activities for the Dept. of Ecology.

FISCAL IMPACT

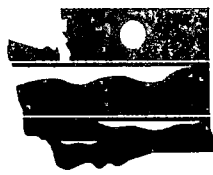
\$ 57,000 income from DOE

RECOMMENDATION

Authorize New Contract

LIST ATTACHMENTS

Face Sheet
Contract x2



DEPARTMENT OF
ECOLOGY
State of Washington

Agreement No. SWMCLCP-2325-SkCoSO-00099

SOLID WASTE MANAGEMENT COMMUNITY LITTER CLEANUP PROGRAM AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

SKAMANIA COUNTY SHERIFF'S OFFICE

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and SKAMANIA COUNTY SHERIFF'S OFFICE, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Skamania Co SO
Total Cost:	\$57,000.00
Total Eligible Cost:	\$49,700.00
Ecology Share:	\$49,700.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2023
The Expiration Date of this Agreement is no later than:	06/30/2025
Project Type:	CLCP Grant

Project Short Description:

Litter and Illegal Dump Cleanup and Prevention Project

Project Long Description:

To remove litter and illegally dumped material from public lands and/or provide litter and illegal dump prevention education to citizens and other organizations. The recipient shall furnish the necessary personnel, equipment, material and/or services, and/or otherwise do all things necessary for or incidental to the performance of the scope of work set forth herein.

Overall Goal:

The recipient will clean county roads, state highways, and illegal dumpsites throughout Skamania County.

Agreement No: SWMCLCP-2325-SkCoSO-00099
Project Title: Skamania Co SO
Recipient Name: SKAMANIA COUNTY SHERIFF'S OFFICE

RECIPIENT INFORMATION

Organization Name: SKAMANIA COUNTY SHERIFF'S OFFICE

Federal Tax ID: 91-6001363

UEI Number: QGNENMA6UFU7

Mailing Address: PO Box 790
Stevenson, WA 98648

Physical Address: PO Box 790
Stevenson, Washington 98648

Organization Email: mbarnett@co.skamania.wa.us

Contacts

Agreement No: SWMCLCP-2325-SkCoSO-00099
Project Title: Skamania Co SO
Recipient Name: SKAMANIA COUNTY SHERIFF'S OFFICE

Project Manager	Melvin Barnett Correction Sergeant PO Box 790 Stevenson, Washington 98648 Email: mbarnett@co.skamania.wa.us Phone: (509) 427-9490
Billing Contact	Jason Fritz Chief Civil Deputy PO Box 790 Stevenson, Washington 98648 Email: jasonf@co.skamania.wa.us Phone: (509) 427-9490
Authorized Signatory	Jason Fritz Chief Civil Deputy PO Box 790 Stevenson, Washington 98648 Email: jasonf@co.skamania.wa.us Phone: (509) 427-9490

Agreement No: SWMCLCP-2325-SkCoSO-00099
Project Title: Skamania Co SO
Recipient Name: SKAMANIA COUNTY SHERIFF'S OFFICE

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Solid Waste Management
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Solid Waste Management
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	* Ariona PO Box 47775 Olympia, Washington 98504-7775 Email: ario461@ecy.wa.gov Phone: (360) 789-9601
Financial Manager	* Ariona PO Box 47775 Olympia, Washington 98504-7775 Email: ario461@ecy.wa.gov Phone: (360) 789-9601

Agreement No: SWMCLCP-2325-SkCoSO-00099
Project Title: Skamania Co SO
Recipient Name: SKAMANIA COUNTY SHERIFF'S OFFICE

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

SKAMANIA COUNTY SHERIFF'S OFFICE

By: _____

By:  _____ 6/5/23

Laurie Davies Date

Jason Fritz Date

Solid Waste Management
Program Manager

Chief Civil Deputy

Template Approved to Form by
Attorney General's Office

Agreement No: SWMCLCP-2325-SkCoSO-00099
 Project Title: Skamania Co SO
 Recipient Name: SKAMANIA COUNTY SHERIFF'S OFFICE

SCOPE OF WORK

Task Number: 1 **Task Cost: \$49,700.00**

Task Title: Litter Pickup and Illegal Dump Cleanup

Task Description:

RECIPIENT may coordinate paid litter crews, correctional crews, supervisors, and maintenance staff to clean county and city roads, state roads/interchanges, and public areas. RECIPIENT will supervise an adult inmate crew from the county jail consisting of 3-5 inmates, both in and out of custody 9 hours a day, at least one day per week. Crew will pick up litter in public areas, along roadsides, and forest service roads where there are illegal dumping issues. The litter crew will pick up and transport the collected litter and illegally dumped items to a permitted solid waste facility. Crews are instructed on which items are recyclable and separate litter from the recyclable materials. Any information such as names and addresses pertaining to the dumped material will be forwarded a deputy for follow up investigation and possible prosecution of person(s) responsible.

RECIPIENT will coordinate scheduled cleanup in partnership with the Washington State Department of Transportation (WSDOT) and Ecology Youth Corps (EYC) to avoid duplication of effort.

RECIPIENT will clean county/city roads and illegal dumpsites throughout the county. RECIPIENT may promote, coordinate, and enlist the help of other volunteer, community and/or school groups. RECIPIENT may conduct outreach to recruit new partners and participants. RECIPIENT will provide training and safety materials to participants.

RECIPIENT or delegate is responsible for crew safety training and oversight of crewmembers. RECIPIENT will follow all applicable local or state road setup procedures while working on city, county, or state roads. RECIPIENT will provide appropriate Personal Protective Equipment (PPE) for all workers. PPE can include safety vests, gloves, eye protection, and other supplies or tools necessary to complete the work safely.

RECIPIENT may have WSDOT pick up collected litter on state roadways or take collected material to a permitted solid waste facility.

Community Investment:

Partners are the Skamania County Lions Club, who takes the aluminum cans that the work crew picks up, and Skamania County Superior and District Court, who sentence inmates to work crew. When dealing with large dump sites, RECIPIENT shall use their equipment to clean up site. We will contribute the use of heavy equipment such as front-end loaders, dump trucks and other equip to be donated on larger projects.

Costs Eligible for Reimbursement

- Salaries and benefits for crew supervisors and non-correctional crewmembers
- Administrative overhead, as defined by CLCP
- Tools and supplies related to litter pickup/illegal dump cleanup
- Fuel and maintenance proportionate to vehicle use for litter pickup and illegal dump cleanup
- Safety training related to litter, dump and or roadwork
- Disposal costs for litter pickup and illegal dump cleanup on public property
- Costs not listed here but approved in writing by ECOLOGY

Agreement No: SWMCLCP-2325-SkCoSO-00099
 Project Title: Skamania Co SO
 Recipient Name: SKAMANIA COUNTY SHERIFF'S OFFICE

Costs Not Eligible for Reimbursement

- Overtime differential unless the individual spends 100 percent of their time on CLCP activities and ECOLOGY provided prior written approval
- Administrative overhead costs more than 10 percent of the agreement total eligible cost minus a budget for Tools and Trucks
- Indirect costs
- Costs associated with litter pickup or illegal dump cleanup on private land without public access
- Mileage
- County owned general equipment rental or revolving fund (ER&R) charges
- Costs not supported with required documentation

Task Goal Statement:

The goal is to clean county roads, state highways and illegal dump sites throughout Skamania County in order to keep Skamania County appealing to the many tourists and visitors who recreate in Skamania County. Another goal is to keep trash out of the streams and rivers that are vital to the wild Salmon and other fish in our area. This will include hiking trails, fishing spots, campsites and snow parks.

Task Expected Outcome:

With the task budget, RECIPIENT expects:

- 1,976 Hours Worked
- 1,100 Miles Cleaned
- 70 Acres Cleaned
- 40 Illegal Dumps Cleaned
- 24,000 Pounds of Litter Collected
- 15,000 Pounds of Illegal Dump Material Collected
- 10,000 Pounds of Material Recycled

Recipient Task Coordinator: Melvin Barnett

Litter Pickup and Illegal Dump Cleanup

Deliverables

Number	Description	Due Date
1.1	Task Expected Outcomes are the deliverables and achieved incrementally throughout the biennium.	

Agreement No: SWMCLCP-2325-SkCoSO-00099
Project Title: Skamania Co SO
Recipient Name: SKAMANIA COUNTY SHERIFF'S OFFICE

BUDGET

Funding Distribution EG230288

NOTE: The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: Skamania Co SO Funding Type: Grant
Funding Effective Date: 07/01/2023 Funding Expiration Date: 06/30/2025

Funding Source:

Title: Waste Reduction Recycling and Litter Control Account (WRRLCA) 2325
Fund: FD
Type: State
Funding Source %: 100%
Description: 044 WRRLCA

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%
Recipient Match %: 0%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

Skamania Co SO	Task Total
Litter Pickup and Illegal Dump Cleanup	\$ 49,700.00

Total: \$ 49,700.00

Agreement No: SWMCLCP-2325-SkCoSO-00099
 Project Title: Skamania Co SO
 Recipient Name: SKAMANIA COUNTY SHERIFF'S OFFICE

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Skamania Co SO	0.00 %	\$ 0.00	\$ 49,700.00	\$ 49,700.00
Total		\$ 0.00	\$ 49,700.00	\$ 49,700.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

Grant administrative costs are limited to 10 percent of grant approved expenditures, excluding Tools and Trucks. Administrative costs for Tools and Trucks are not allowed under this grant program.

RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial (including payment requests), performance, and other reports required by this Agreement. ECOLOGY shall have the right to deny reimbursement of payment requests received after this date.

ECOLOGY's Solid Waste Management program implements a reporting assessment policy for RECIPIENTS of grants administered through the Solid Waste Management program. The assessment determines the RECIPIENT's reporting level required throughout the Agreement term. If the RECIPIENT's performance or project circumstances change, ECOLOGY may reassess and notify the RECIPIENT of any changes to reporting requirements.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.

Agreement No: SWMCLCP-2325-SkCoSO-00099
Project Title: Skamania Co SO
Recipient Name: SKAMANIA COUNTY SHERIFF'S OFFICE

4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.frs.gov <http://www.frs.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use

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covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232 <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management (SAM) <https://sam.gov/SAM/> exclusion list.

Agreement No: SWMCLCP-2325-SkCoSO-00099
Project Title: Skamania Co SO
Recipient Name: SKAMANIA COUNTY SHERIFF'S OFFICE

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

06/24/2021 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
- * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

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Recipient Name: SKAMANIA COUNTY SHERIFF'S OFFICE

- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff, volunteers, and contractors working at the project site.
- Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

Agreement No: SWMCLCP-2325-SkCoSO-00099
Project Title: Skamania Co SO
Recipient Name: SKAMANIA COUNTY SHERIFF'S OFFICE

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

Agreement No: SWMCLCP-2325-SkCoSO-00099
Project Title: Skamania Co SO
Recipient Name: SKAMANIA COUNTY SHERIFF'S OFFICE

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

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16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

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- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

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22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced.

Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

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27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

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event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination. RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

Dated this _____ day of _____ 2023.

ATTEST:

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

T.W. Lannen, Chairman

Richard Mahar, Commissioner

Lisa Sackos, Clerk of the Board


Asa Leckie, Commissioner

Approved as to form only:

Adam Kick,
Skamania County Prosecuting Attorney

Aye _____
Nay _____
Abstain _____
Absent _____

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	<u>Public Works</u> Department	 Signature
<u>AGENDA DATE</u>	<u>June 13, 2023</u>	
<u>SUBJECT</u>	<u>Buck Creek Bridge Project</u>	
<u>ACTION REQUESTED</u>	<u>Approve Contract with DOWL, LLC</u>	

SUMMARY/BACKGROUND

Due to the scour at the east abutment of the Buck Creek Bridge, the county applied for and received Bridge Replacement Advisory Committee (BRAC) funds for the design and construction of this project.

DOWL, LLC and Skamania County Public Works prepared a consultant agreement for the preliminary engineering phase of the Buck Creek Bridge project. This agreement has received concurrence to execute from WSDOT headquarters local programs. This agreement replaces the June 7, 2022, contract with DOWL, LLC on this project.

FISCAL IMPACT

This agreement amount is for \$346,627.71 to be paid by BRAC funds and County Road Funds.

RECOMMENDATION

That the Board of County Board of Commissioners approves and signs the contract with DOWL, LLC as the consultant to begin the preliminary engineering phase of the Buck Creek Bridge Project, CRP 2022-03.

LIST ATTACHMENTS

A&E Consultant Agreement; Number 2022-03

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number 2022-03
2. Contract Status: (Check appropriate box) Original Renewal Amendment No. 1

3. Contractor Information: Contractor: DOWL, LLC
Contact Person: Courtney Davis, PE
Title: Project Manager
Address: 5 Centerpointe Drive, Suite 350
Address: Lake Oswego, Oregon 97035
Phone: (503) 620-6103

4. Brief description of purpose of the contract and County's contracted duties: A&E Consultant Contract for Preliminary Engineering Phase of the Buck Creek Bridge Project.

5. Term of Contract: From: June 13, 2023 To: December 31, 2026

6. Contract Award Process: (Check appropriate box)
General Purchase of materials, equipment, or supplies - RCW 36.32.245 & 39.04.190


- Exempt (Purchase is \$2,500 or less upon order of the Board of Commissioners)
 Informal Bid Process (Formal Quotes between \$2,500 and \$25,000)
 Other Exempt (explain and provide RCW)

Public Works Construction & Improvements Projects – RCW 36.32.250 & 39.04.155 (Public Works, B&G, Capital Improvements Only)

- Small Works Roster (PW projects up to \$200,000)
 Exempt (RCW 39.80 Engineering Service Contract, Request for Qualifications-Competitive Process)

7. Budget Committed in Current Year: \$0
Amount Not Budgeted in Current Year: \$0
Total Non-County Funds Committed: \$337,900.00 BRAC Funds
Total County Funds Committed: \$ 8,727.71 County Road Funds
TOTAL FUNDS COMMITTED: \$346,627.71

8. County Contact Person: Name: Sadi' Stouder-Pettenger
Title: County Engineer

9. Department Approval: 
David Waymire, Department Head

10. Special Comments: _____

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

Agreement Number: 2022-03

Firm/Organization Legal Name (do not use dba's): DOWL, LLC		
Address 5 Centerpointe Drive, Suite 350 Lake Oswego, OR 97035	Federal Aid Number BHOS-2030(008)	
UBI Number 601945967	Federal TIN 92-0166301	
Execution Date June 13, 2023	Completion Date December 31, 2026	
1099 Form Required <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Project Title Buck Creek Bridge		
Description of Work Assist Skamania County with the Repair of Scour Critical Buck Creek Bridge.		
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No WBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No SBE Participation	Maximum Amount Payable: 346,627.71	

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 Skamania County, 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: Sadi' Stouder-Pettenger
Agency: Skamania County
Address: 170 NW Vancouver Avenue, PO Box 1009
City: Stevenson State: WA Zip: 98648
Email: sadi@co.skamania.wa.us
Phone: 509.427.3912
Facsimile:

If to CONSULTANT:

Name: Courtney Davis
Agency: DOWL, LLC
Address: 5 Centerpointe Drive, Suite 350
City: Lake Oswego State: OR Zip: 97035
Email: cdavis@dowl.com
Phone: 503.620.6103
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.

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2022-03

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: Sadi Stouder-Pettenger
Agency: Skamania County
Address: 170 NW Vancouver Avenue, PO Box 1009
City: Stevenson State: WA Zip: 98648
Email: sadi@co.skamania.wa.us
Phone: 509.427.3912
Facsimile:

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

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

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

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

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

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

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

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

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

Signature

Date

Signature Chair of the Board of Commissioners

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. BHOS-2030(008)
CRP 2022-03

The Consultant, DOWL, detailed Scope of Work (SOW) is attached for the project.

STATEMENT OF WORK

TASK 1 PROJECT MANAGEMENT AND ADMINISTRATION

The purpose of this task is to provide on-going coordination with County, along with overall task management with the design team and administration of the contract.

1.1 Project Management and Coordination

The duration of the project design from notice to proceed (NTP) of this contract through selection of the construction contractor is roughly 24 consecutive months. The anticipated bid date for construction of this project is January / February 2025.

The Consultant will provide management, coordination, and direction to the project team and sub consultants for completing the tasks outlined in this SOW. Consultant will provide day-to-day management of the team, assist County with decision making for the project, prepare and administer sub consultant contracts, and track project costs and budgets monthly.

The Consultant will prepare monthly invoices for the project and monthly progress reports.

This task includes time for monthly phone calls with County to discuss progress, updates, risks, budget, schedule, etc. The phone calls will be staggered from the monthly progress reports so that a verbal or written update is occurring on a bi-weekly basis.

The Consultant will develop and maintain a Project Management Plan, track, and document risks, maintain the project folder, and maintain a project action/decision/change log.

This task also includes assistance in providing the necessary information for WSDOT Local Programs documentation.

Deliverables:

- Monthly invoices and Monthly progress reports.

1.2 Schedule

The Consultant will prepare and submit a detailed project design schedule to County within 15 business days following the notice-to-proceed (NTP). The schedule will show major consultant and sub-consultant tasks, project development team (PDT) meetings, and review milestones. The Consultant will update the project schedule as requested.

Deliverables:

- Project schedule in pdf.
- Schedule updates as needed.

1.3 Meetings

The following meetings are expected:

- Project Kickoff Meeting: A project kickoff meeting will be conducted to be held virtually soon after NTP. Scheduling, agenda, and meeting notes to be provided by Consultant. The meeting will be attended by appropriate County staff, consultant PM, environmental lead, hydraulic lead, and

roadway lead. The kickoff meeting is anticipated to last no more than 1 hour, not counting agenda development, meeting summary notes, and preparation time.

- **Pre-application Meeting:** Consultant will hold an on-site meeting with Agency and regulatory stakeholders to discuss the type of improvements that are anticipated to be included in the scour repair design. Direct feedback on the acceptability of the potential improvements and regulatory steps for gaining the necessary approvals will be the focus of the discussion. The on-site meeting will be attended by 2 consultant staff and is anticipated to last no more than 2 hours, not counting travel time, agenda, notes, and preparation time.
- **Conceptual Design Review Meeting:** The design concept review meeting will be held virtually to provide an opportunity for County to provide input and feedback on the design prior to significant plan, specification, and estimate (PS&E) development. The meeting will be attended by appropriate County staff and up to 3 consultant staff and is not to last more than 1 hour, not counting agenda development, meeting summary notes, and preparation time.

Deliverables:

- Meeting agenda and summary notes for Project Kickoff and Progress Meetings.

1.4 Senior Review

The Consultant will prepare a Project Quality Plan that assigns project specific review responsibilities. The Consultant will perform the following quality assurance activities in accordance with Consultants Quality Management Program:

- Senior review of plans, specifications, estimate, and constructability review by a senior engineer.
- Review all Consultant developed PS&E submittals for consistency and verification that review comments are addressed and changes incorporated into the PS&E as applicable.

Deliverables:

- QA/QC documentation available upon request.

1.5 Public Outreach

The Consultant will assist the Agency in responding to public questions and concerns about the project and the anticipated conditions during construction.

Assumptions:

- No more than 8 hours of assistance should be necessary.
- No graphics should be necessary.

Deliverables:

- Written responses and written summaries for public questions and comments
- Documentation of coordination and communication notes

TASK 2 SURVEY

The Sub-Consultant will be responsible for land surveying practices, including conformance to statutes pertaining to survey and land boundary tasks included in this Statement of Work.

The survey limits are as shown in the figure below:



2.1 Horizontal and Vertical Control

The Sub-Consultant will establish horizontal and vertical control points to perform Tasks 2.2. Consultant will use NAD83(2011) horizontal datum, NAVD88 vertical datum. The coordinate system will be Washington State Plane South Zone and use US Survey feet. Consultant will place these control points in locations such that they can be utilized during construction.

The Sub-Consultant will run digital level loops (conventional closed level loops) to control points that are utilized in preparing the Digital Terrain Model (DTM).

The Sub-Consultant will use strategic points to develop survey DTM in non-critical areas that are no more than one "shot" out from a control point.

Deliverables:

- Part of Task 2.3

2.2 Monument Recovery and R/W - Boundary Resolution

The purpose of this task is to identify the location of the existing Centerline(s), R/W lines and property line(s) as necessary, to perpetuate the location of the monuments found, etc. and to document the control used for this project area.

The Sub-Consultant shall review available public records such as, but not limited to surveys, subdivisions, short plats, deeds, tax maps, and General Land Office (GLO) surveys. The Agency to assist with road records is not available online.

Deliverables:

- Copy of the survey filing map recorded with the Agency (PDF, Civil 3D, CAD Files).

2.3 Location Survey, Base Map, and Digital Terrain Model (DTM)

The Sub-Consultant will perform a topographic survey for the project area identified above.

The Sub-Consultant will survey existing surface features including fences, utilities, ditches, driveways, structures, culverts, trees, and signs within areas selected for topographic surveys. Consultant will locate trees six inches or larger in diameter at chest height, delineated wetland, and ordinary high-water mark (OHWM).

The Sub-Consultant will measure vertically the lowest wires that cross street intersections and will calculate the true elevation of those wires. The Consultant will show the elevation in the base map.

The Sub-Consultant will record all visible utility identifications in the field notes to provide the utility operator with enough information to understand what facility may conflict with the Project. This includes, but is not limited to, numbers shown on power and/or telephone poles, vault tags, telephone pedestals (also known as risers), cabinets, meters, fences or screened enclosures for gas regulators, and sanitary sewer pump stations.

The Sub-Consultant will create a Digital Terrain Model (DTM) and MicroStation CAD drawing. The Sub-Consultant will depict the actual surface shape in each section of the DTM. Consultant will gather topographic data by techniques consistent with preparing a DTM and National Mapping Standards Accuracies. Consultant will use a combination of survey data at break lines, features, and spot locations to develop the DTM model. Consultant will perform the topographic survey to establish the configuration of the ground and the location of natural and man-made objects.

Assumptions

- No underground private utilities will be located unless there are visible signs.

Deliverables:

- Electronic copy of field notes (PDF)
- Draft & Final Location Survey, Base Map (Civil 3D, CAD files, PDF & XLM surface files)
- Network control point files (ASCII and MS Excel)

2.4 Legal Descriptions

Consultant will prepare 2 legal descriptions and exhibit maps. These will be based off the R/W resolution provided in task 2.2 Consultant will not stake descriptions in the field.

Assumptions

- Only two (2) files are included in this effort.
- No staking of the easements will be needed in the field.

Deliverables:

- Draft and Final R/W, legal descriptions, and associated exhibit maps.

TASK 3 ENVIRONMENTAL COMPLIANCE AND PERMITS

Consultant will prepare and submit documentation and permit applications for regulatory issuance of environmental clearances and permits for this project. The following subtasks detail the necessary environmental investigations, documentation, and permits.

3.1 Accumulation of Information & Agency Coordination

The Consultant will obtain and review existing information and will participate in Project Kickoff Meeting and Pre-application Meeting. Consultant will coordinate and communicate with County to begin environmental tasks, verify schedule, and estimate impacts of proposed alternatives. Consultant will verify that assumptions made in this scope are valid and will investigate data gaps.

Consultant will list review results, progress of environmental tasks, and estimated Project impacts in progress report in Task 1.1.

Deliverables:

- Summary of results within the 30% Design Memo (Task 8.1)

3.2 SEPA / NEPA Renewal

The Consultant will prepare a SEPA environmental checklist in accordance with Washington Administrative Code (WAC) 197-11-960. The Consultant will prepare an EPA renewal that is anticipated to be identified in one Categorical Exclusion (CE) from 23 Code of Federal Regulation (CFR) 771.117 that fits the entire project and per 23 CFR Part 452(I). These permits will include a project description and will describe potential impacts to environmental elements including water resources, plants, animals, land use, transportation, and public services.

Assumptions

- At least one round of County review of the Draft SEPA & NEPA Renewal

Deliverables:

- Draft & Final of SEPA and NEPA Renewal

3.3 Wetland/Waters Delineation and Critical Areas Report

The Consultant will conduct a wetland and waters reconnaissance within the project study area and will delineate any wetlands that are present in accordance with the criteria and methods described in the 1987 US Army Corps of Engineers (USACE) Wetland Delineation Manual and the 2010 Western Mountains, Valley, and Coast Range Regional Supplement. Under Task 3.2, Consultant will:

- Research and review existing information regarding the project area and compile background information and maps for use in the field.
- Delineate and map boundaries of any wetlands in the project area.
- Verify that field methods used, and data collected meet USACE technical requirements for wetland delineations.
- Delineate the ordinary high-water mark (OHWM) of all jurisdictional waterways within the project area.

Once the field investigation services are complete, the Consultant will prepare a Critical Areas Report for the project site, in accordance with the requirements of Skamania County Code Section 19.01.100. The report will include a description of the project site and will discuss the field methods utilized and the results

of the reconnaissance. The report will also include a map showing the locations of the mapped wetlands and waters within the Project site.

Assumptions

- Wetlands and associated buffers will not be impacted during construction.
- If wetlands are identified with 200 feet of proposed work areas the wetlands will need to be rated, and Contingency Task 3.8 will need to be released.
- At least one round of County review of the Draft Critical Areas Report.

Deliverables:

- Draft & Final of Critical Areas Report

3.4 WDFW Hydraulic Project Approval (HPA)

Consultant will prepare an HPA application and submit through the online APPS portal. Information required for the HPA online application will be acquired from the JARPA form prepared under Task 3.5.

Assumptions

- The Agency will provide authorization required for HPA application submittal. (online)

Deliverables:

- HPA Application

3.5 Joint Aquatic Resources Permit Application and 401 Certification

The Consultant will prepare a Joint Permit Application (JARPA) for a USACE Section 404 Nationwide Permit to authorize work within jurisdictional waters, wetland impacts are not expected. The Consultant will provide pre-submittal coordination with representatives of the USACE and Washington State Department of Ecology (Ecology) to identify any potential concerns and confirm permitting requirements. Consultant will coordinate with the project team to clearly understand project impacts and proposed construction methods and will prepare JARPA required drawings, maps, and photographs, etc., for a complete submittal. The Consultant will prepare documents for County signature and submit required application materials directly to USACE and Ecology. Upon submittal, the Consultant will address comments and questions from the agencies in a timely manner.

The Consultant will provide a copy of the JARPA to Ecology and coordinate with Ecology staff to facilitate their issuance of the 401 Certification.

Assumptions

- The potential waters impacts will be minimal and will be authorized by NWP, despite notation on the signed Categorical Exclusion (CE) that suggest the need for an Individual Permit.
- If wetland or waters impacts are unavoidable, mitigation will be satisfied with purchase of wetland/waters mitigation credits; no on-site compensatory wetland/waters mitigation is expected.
- Consultant shall obtain signature on the JARPA from County.
- All post-submittal coordination will occur via email and/or telephone; no onsite meeting with agency staff will be required.
- At least one round of Agency review of the Draft Joint Aquatic Resources Permit Application.

Deliverables:

- Draft & Final Joint Aquatic Resources Permit Application

3.6 Wetland Rating [RESERVED]

The Consultant assumes that no wetlands will be identified within or near enough to the project area to require wetland rating for inclusion in the JARPA or Critical Areas Report for the Agency permitting. Consultant will prepare an amendment to cover the wetland ratings, should wetlands be identified within the project area or near enough to be included in the JARPA or Critical Areas Report.

3.7 Development Permit

A Development Permit will be required for this project. The Consultant will coordinate with the Skamania County Planning Division during project development to identify floodplain development and critical areas review requirements. The Consultant will prepare and submit a Development Permit in accordance with Skamania County Code Section 15.18.120.

The Consultant shall submit the permit applications to Skamania County Community Development and Planning Division. The Consultant will assist in the communication of the project, explain relevant land use impacts, and discuss with Skamania County Community Development staff of any land use concerns. The Consultant shall monitor the approval timeline and respond to information requests from the Agency.

Assumptions:

- No other local land use permits are required for construction of this project.
- Post-submittal coordination, communication, and responding to information requests from County planning department should not exceed 8 hours of consultant's time.

Deliverables:

- Draft & Final Development Permit application package

TASK 4 UTILITY COORDINATION

4.1 Review Utility Data and On-Going Coordination

The Consultant will identify and locate all utilities within the Project limits identifiable through topographic survey and Washington Utility Notification Center. Consultant shall perform utility coordination and liaison activities with up to 2 utility owners/operators for the Project. This work includes, but is not limited to, coordinating, and collecting utility-provided three-dimensional location of any underground utilities that may conflict with the Project work, and coordinating with the utility owners to avoid conflicts. If conflicts cannot be avoided, Consultant will coordinate with utility to resolve potential conflicts. This work does not include utility relocation design.

If any utility is nonresponsive or uncooperative, Consultant shall notify the Agency, and Agency will communicate with the utility to affect a solution.

Existing utility information gathered will be included in the topographic base map provided in Task 2.

The Consultant will maintain a record of communications with each utility that is determined to have utilities within the Project limits.

4.2 Utility Coordination Meeting

The Consultant will schedule, attend, and document an on-site meeting and teleconference meetings with potentially affected utilities.

Assumptions

- There is one utility within the project limits on the north side of the bridge.

Deliverables:

- Notification/Conflict letters to each utility identified on One-Call list.

TASK 5 GEOTECHNICAL DESIGN

5.1 Literature Search and Field Investigation

The Sub-Consultant will perform a geologic literature search and review historical plans in preparation of the field investigation.

Field Investigation will include hand auger or manual excavations and sampling at up to four locations where active erosion is occurring. One-call utility locates will be notified and/or identified during the survey scope of work, prior to excavations. Soil samples of the existing embankments and native soils will be recovered for review and visual-manual classification. No laboratory testing is anticipated.

Assumptions

- Channel base geologic formation is accessible and can be determined manually.

Deliverables:

- Deliverables will include accumulated geotechnical information, documentation of site conditions, and documenting information from the original bridge construction. Information collected will be reviewed and summarized in the geotechnical memorandum in Task 5.2.

5.2 Geotechnical Considerations and Design Recommendations

The Sub Consultant will complete analysis and provide design concepts and general recommendations for preserving the existing bridge foundations, stable channel slopes, and the erodibility of the bedrock in the channel if accessible.

Deliverables:

- Summary memorandum of geotechnical considerations and design recommendations

TASK 6 HYDROLOGIC AND HYDRAULICS ANALYSIS

6.1 Site Investigation and Data Collection

The purpose of this subtask is to perform a reconnaissance of the site to assess and document the field conditions. Consultant will:

- Obtain the Flood Insurance Study ("FIS") report and if available the Flood Insurance Rate Map using the Federal Emergency Management Agency ("FEMA") web site.
- Review and identify applicable local floodplain ordinances.
- Locate and obtain existing topographic maps of the tributary drainage basin.
- Visit the bridge/culvert Project site to observe site conditions, physical properties, and collect data needed to perform a thorough hydraulic study.
- Evaluate the site and determine survey data requirements for hydraulic analysis.
- Conduct a pebble count at two locations and collect 2 streambed sediment samples in the vicinity of the bridge for grain size analysis, or evaluate qualitatively evaluate bedrock thalweg where present.

- Determine and document channel and floodplain hydraulic roughness values.
- Record observations with respect to the following:
 - Lateral channel stability.
 - Stream channel hydraulic roughness.
 - Aggradation or degradation of bed material.
 - Existing evidence of scour and/or erosion.
- Coordinate with Geotechnical Engineer and review geotechnical memorandum regarding bedrock scour potential.

Deliverables:

- Consultant will incorporate the information from this task into deliverables for Task 6.5.

6.2 Hydrologic Analysis

The purpose of this subtask is to perform hydrologic analysis to determine appropriate flow rates for design of various Project elements. Consultant will:

- Review WSDOT Hydraulic Manual (latest ed.) and available hydrologic data sources to determine the most appropriate 2-, 10-, 100-, 500-year design and 2080 100-year future flows for the proposed replacement bridge.
- In the absence of stream specific gauge data, consultant will delineate the tributary drainage basin utilizing available topographic maps and utilize the regional regression equations described in the U.S. Geological Survey ("USGS") Magnitude, frequency, and trends of floods at gaged and ungaged sites in Washington, based on data through most recent water year to predict design flows.
- Determine temporary water management design flows.

Deliverables:

- Consultant will incorporate the information from this task into deliverables for Task 6.5.

6.3 Hydraulic Analysis

The purpose of this subtask is to perform hydraulic modeling of the project site and provide hydraulic design recommendations related to the replacement bridge. Consultant will:

- Simulate hydraulic conditions of the stream using Surface-water Model System (SMS) / Sediment and River Hydraulics 2D (SRH-2D) (version 13.1 or later) software.
- Create a 2D model to simulate "Existing Conditions" at the proposed bridge site to determine current water surface profiles; velocities; depths, flow area, flow splits, and overbank flood conditions for the various design flows.
- Create a 2D model for the "Proposed Conditions" based on the improvements included in the conceptual solution developed in Task 6.4. The simulation will be used to evaluate water surface profiles, velocities, depths, flow area, flow direction, and overbank flood conditions for the various design flows.
- Create a 2D model for the "Temporary Water Management" conditions that is based on the "Proposed Conditions" 2D model. The simulation will be used to evaluate water surface profiles, velocities, depths, and flow direction for the temporary stream isolation during construction. Evaluate channel bed stability, in-channel weirs/barbs, and contraction scour following WSDOT guidelines and methods as described in FHWA publications HEC-18, Evaluating Scour at Bridges, and HEC-23, Bridge Scour and Stream Instability Countermeasures, based on the results from the hydraulic model.
- Coordinate with the bridge and geotechnical engineers and environmental permitting team members on scour countermeasure design recommendations and details.

Deliverables:

- Consultant will incorporate the information from this task into deliverables for Task 6.5.

6.4 Conceptual Design

A conceptual design will be developed for the bridge scour countermeasures. The conceptual design will focus on developing cost effective scour countermeasures that provide long-term protection, incorporate the existing emergency repair to the greatest extent practicable, and provide consistency with regulatory objectives and requirements outlined during the on-site pre-application meeting. One alternative considered for the scour repair will include minor adjustment of the emergency repair revetment and using redirective techniques, such as log or rock barbs/vanes to aggressively turn the flow passing through the bridge.

The conceptual design deliverable will consist of a single plan view schematic of the recommended improvements. The schematic will be provided for County review prior to the Conceptual Design Review Meeting listed in Task 1.3. Consultant will discuss the other repair measures considered and reasons for their dismissal, details of the proposed improvements, and how the design considers input from regulatory bodies with County during the Conceptual Design Review meeting under Task 1.3.

Assumptions

- A cost estimate will not be necessary for Conceptual Design.
- No structural modification of the bridge is necessary.
- A summary memorandum or report is not necessary for Conceptual Design.

Deliverables:

- Conceptual plan view schematic of the proposed improvements.
- Attendance at the alternatives analysis meeting under Task 1.3 with discussion of the pros and cons of each alternative.

6.5 Hydraulic Report

The purpose of this subtask is to summarize the findings of the hydraulic related services and document the design recommendations. Consultant will:

- Prepare a draft version of the Project Hydraulics Report per Chapter 1-3 of the WSDOT Hydraulics Manual (latest ed.) and the Hydraulic Report Checklist.
- Prepare a final Hydraulics Report to reflect review comments and to include changes to hydraulic related design recommendations that need to be modified due to advancement of the overall project design.

Deliverables:

- Draft Hydraulics Report in PDF file format, along with an MS Word file containing the report narrative, due with the 60% design package, Task 7.6.
- Final Hydraulics Report in PDF file format, due with the 100% design package, Task 7.6.

TASK 7 PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)

The Consultant will prepare plans, specifications, and construction cost estimate information for the proposed improvements. The anticipated content, scale, and number of plan sheets for each PS&E submittal are provided in the following table. Plan sheets will be prepared in general conformance with the latest WSDOT Plans Preparation Manual.

Sheet Description	Anticipated Scale	Anticipated Number of 11" x 17" Sheets	
		60% Design	100% Design
Title Sheet/Index	Not to Scale	2	2
General Notes	Not to Scale	1	1
Plan and Elevation	1"=40'	2	2
Channel Improvement Typical Sections and Details	Varies	2	2
Roadway Details	Not to Scale	1	1
Erosion Control Plans and Details	1"=40'	3	3
Traffic Control Plans and Details	1"=100'	3	3
Temporary Water Management Plans and Details	1"=100'	3	3
Site Restoration Plans and Details	1"=40'	2	2
Total Sheets	-	19	19

7.1 Channel and Scour Countermeasure Design

The Consultant will develop plans and detail drawings for the channel improvements and scour countermeasures. The channel and scour countermeasure design is anticipated to incorporate the existing emergency repair to the greatest extent practicable. The scour countermeasure design will be coordinated with consultant's bridge engineer to confirm the compatibility of the proposed improvements and the existing bridge's foundations. Additional channel improvements will be designed to prevent potential channel migration issues from negatively impacting adjacent parcels; it is anticipated that this will be accomplished using redirective techniques.

The Consultant will perform an independent design check of all design documents, including technical reports, calculations, plan sheets, specifications, and cost estimate.

Assumptions

- No more than 2 typical repair sections per alternative
- Retaining walls or other structural modifications to the bridge will not be needed.

Deliverables:

- 60% Design PS&E submitted under Task 7.6.
- 100% Design PS&E submitted under Task 7.6
- Signed 100% PS&E submitted under Task 7.6.

7.2 Roadway and Traffic Control Design

DOWL will prepare and submit contract plans for review by County Staff. DOWL will develop plan drawings for construction, including traffic control plans, and standard details.

Traffic Control design will be developed in accordance with the WSDOT Traffic Manual, the Manual on Uniform Traffic Control Devices (MUTCD) and Skamania County Code.

DOWL will assemble 60% Design, 100% Design, and Final Design plans, specifications, and estimates (PS&E) for County review. County feedback from the 60% design will be incorporated into 100% Design deliverables. DOWL will prepare and submit final PS&E documents for bidding and construction.

The Consultant will perform an independent design check of all roadway related design documents. This includes technical reports, calculations, plan sheets, specifications, and cost estimate.

Assumptions

- Roadway work is limited to embankment repair.
- Guardrail, barrier, and improvements to clear zone is not included in the work. Expected roadway detail sheets.

Deliverables:

- 60% Design PS&E submitted under Task 7.6
- 100% Design PS&E submitted under Task 7.6
- Final Design PS&E submitted under Task 7.6

7.3 Erosion Control Design

The Consultant will assemble 60% plans, specifications, and estimates (PS&E) for County review. County feedback from the preliminary design will be incorporated into 100% deliverables. DOWL will prepare and submit final PS&E documents for bidding and construction.

Deliverables:

- 60% Design PS&E submitted under Task 7.6.
- 100% Design PS&E submitted under Task 7.6
- Final Design PS&E submitted under Task 7.6.

7.4 Site Restoration Design

The Consultant will refine the conceptual site revegetation plans (conceptual planting plan developed for permit submittal under the JPA task) to the 60% design level. The 60% submittal will be a complete set of construction plans, including construction details, specifications, and refined cost estimate.

The Consultant will prepare Special Provisions using WSDOT's General Special Provisions (GSPs) for proposed site revegetation work. The Consultant will refine quantity take-offs and prepare 60% cost estimate for proposed site revegetation work. Following review comments on 60% PS&E, Consultant will address comments and produce 100% final PS&E.

The Consultant will perform an independent design check of all Consultant developed landscape related design documents. This includes technical reports, calculations, plan sheets, specifications, and cost estimate.

Assumptions

- Planting plan (2 sheets) will be limited to the minimum necessary to obtain permits.
- USACE and DSL will require revegetation as part of permit conditions.
- 60% PS&E submitted under Task 7.6.
- Signed 100% PS&E submitted under Task 7.6.

7.5 Specifications and Estimates

The Consultant will prepare technical specifications for the plan sheets and bid items included in Task 8. Consultant will utilize the WSDOT/APWA Standard Specifications, 2021 edition and write special provisions utilizing WSDOT GSPs for Parts 00100 and higher. Consultant will provide special provisions that are stamped by an engineer licensed to practice in the State of Washington.

Any changes to the WSDOT/APWA Standard Specifications will need approval from the relevant Headquarters Local Programs Project Development Engineer in accordance with the Local Agency Guidelines manual. County will be responsible for developing the contract bid book documentation and bid schedule necessary to advertise and bid the project.

Consultant will prepare detailed quantity calculations, and assemble an engineer's estimate that includes specification section, bid item name, unit of measure, quantity, and unit costs for all of Consultant's design work. Consultant will confirm consistency between the plans, specifications, and estimate/bid items.

Assumptions

- At least one comment/response review cycles for the 60% submittal and submittal.

Deliverables:

- Draft and Final Specifications, and Engineers Estimates to be included with Task 8.6.

7.6 Compile and Submit 60%, 100%, and Final PS&E

Consultant will compile 60% and 100% PS&E developed under Task 7. 60% and 100% PS&E will be submitted to the Agency in PDF version for review and comment. The Consultant will compile all Agency review comments received, provide responses, track edits, and verify all Agency review comments have been addressed. Consultant will discuss with Agency any comments received during the 60% and 100% review cycle that require clarification and/or need further discussion.

Following the Agency review of draft 100% PS&E, Consultant will produce and submit to the Agency final stamped and signed Final PS&E for the Agency use in bid advertisement.

The Consultant will provide a constructability review of the 60% design plans by an experienced Construction Project Manager and prepare and submit a construction timing estimate and expected construction schedule.

Assumptions

- At least one comment/review cycle each for the 60% and 100% PS&E submittal.
- 60% PS&E
- 60% construction timing estimate
- 100% PS&E (unsigned, for review)
- 100% construction timing estimate
- Final PS&E (signed and stamped)
- Final construction timing estimate

TASK 8 RIGHT-OF-WAY (RESERVED)

TASK 9 BID AND AWARD ASSISTANCE

This task includes the preparation of addenda, if needed, and responding to questions during the bidding phase. The Consultant will respond to questions from the Agency and Construction Contractors about the plans and specifications during the bidding process.

It is assumed the Agency will advertise the project for bids, distribute bid packages to bidders, conduct the bid opening, and provide a tabulation of the bid results to the Consultant. The Consultant will assist the Agency with evaluation of those bids and provide recommendations for any anomalies or irregularities.

During bidding, The Agency will be responsible to receive and respond to bidder's question directly. The Consultant will provide responses to technical questions as requested by the Agency.

9.1 Questions During Bidding

The Consultant will assist the Agency with questions regarding the bid documents and bid process. Consultant will respond to all bidder questions in writing within 3 days to the Agency.

Consultant will, during the bidding process, assist the Agency with communications with Construction Contractors and suppliers in a manner that will verify no Construction Contractor or supplier is provided with information not in the bidding documents and that could provide a bidding advantage or disadvantage. The Consultant will prepare a written log to document conversations and questions asked by construction contractors or suppliers and the answers provided to the Agency. Consultant will maintain the written log in the project file and provide upon request. It is assumed that questions during bidding will not exceed 8 hours of Consultant's time.

Assumptions

- No pre-bid meeting will be necessary.

Deliverables:

- Written log of conversations, questions, and answers, provided upon request.

9.2 Addenda to the Bid Documents

Consultant will prepare one bid addenda to provide interpretation of construction documents. The Consultant will prepare and deliver the addenda text in a Microsoft Word file. The Consultant will prepare and deliver stamped drawings in PDF format. The Consultant will coordinate reviews of addenda by the Agency prior to submittal. The Agency will issue and distribute all addenda. It is assumed that addenda preparation should not exceed 12 hours of Consultant's time.

Deliverables:

- Bid document addenda; stamped PDF drawings; or special provision revisions as appropriate.

TASK 10 CONSTRUCTION-RELATED SERVICES (RESERVED)

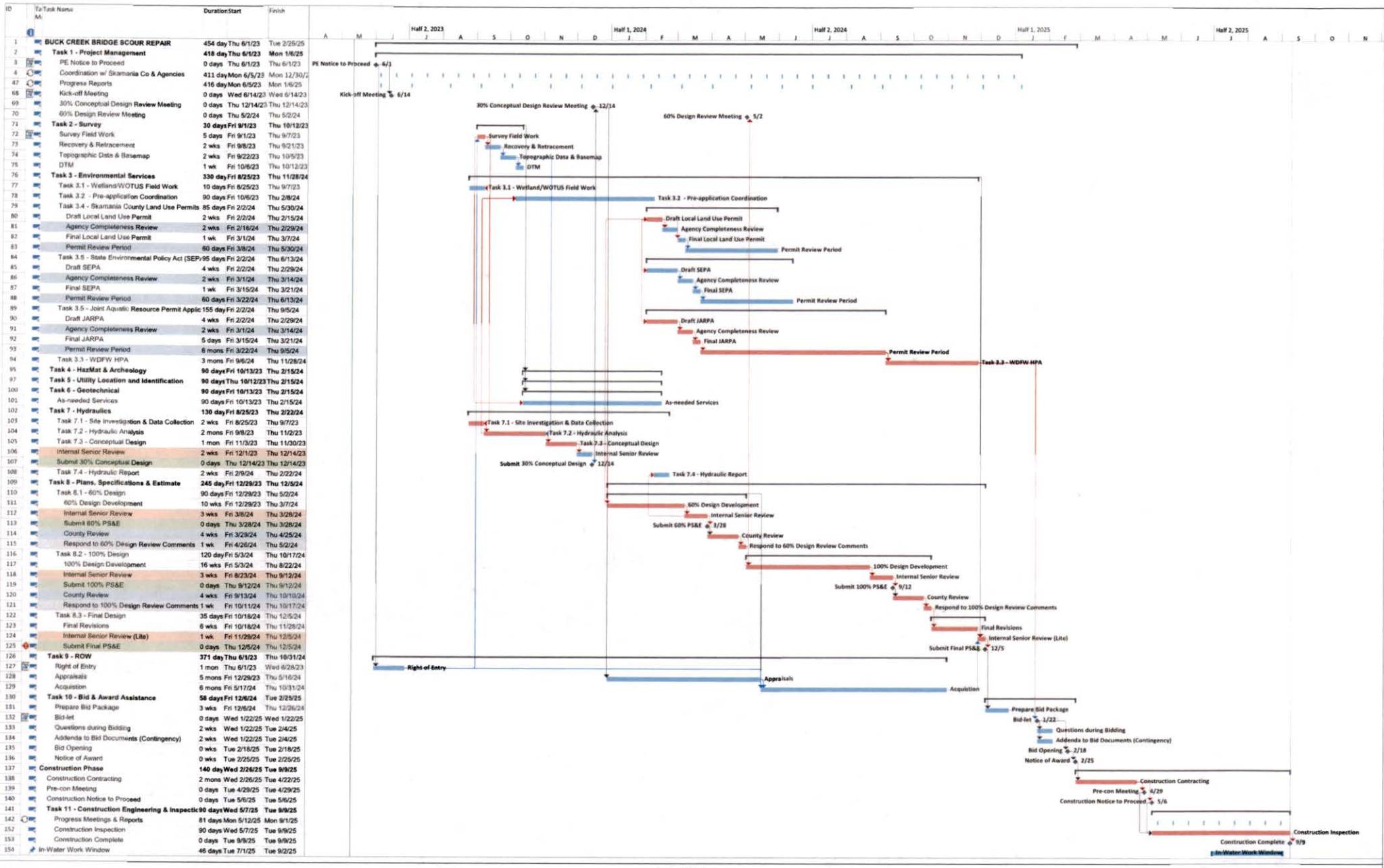


Exhibit B

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.

The Consultant, DOWL, has two Disadvantaged Business Enterprise (DBE) Sub-Consultants to meet the 13% mandatory DBE goal for this project. Pacific Geo Engineering (PGE) will be providing the geotechnical services and 45th Parallel Geomatics will be providing the topographic survey services. The combined fee from the DBE Sub-Consultants is 13.82% of the total consultant cost, as detailed in the attached summary.

**Buck Creek Bridge Project
DBE Participation Plan**

Prime (Non-DBE)	PGE (DBE)	45th Parallel (DBE)	Total Cost
\$ 298,732	\$ 15,194	\$ 32,702	\$ 346,628

Total Non-DBE \$ 298,732
Total DBE \$ 47,896

DBE Participation % 13.82%

October 12, 2022

Mr. Tim Elsea
Public Works Director
Skamania County
PO Box 1009
Stevenson, Washington 98648

**Skamania County
Buck Creek Bridge
BHOS-2030(008)
DBE Goal**

Dear Mr. Elsea:

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

This office applied the criteria and established a **Thirteen percent mandatory** DBE goal for consultants on this project. This evaluation of the DBE goal will remain in effect for 180 days from the date of this letter. If the consultant advertisement date exceeds the 180 days or the cost estimate changes more than twenty percent, the reevaluation of the DBE goal is required.

Please note that failure to receive concurrence to award from Local Programs in accordance with the LAG manual may result in loss of federal participation.

If you have any questions, you can contact me at 360.705.7379, or by email at WonchW@wsdot.wa.gov.

Sincerely,



Digitally signed
by William Wonch
Date: 2022.10.13
08:56:21 -07'00'

William Wonch
Acting Project Development Engineer
Local Programs

WW:jd:ml

cc: Michael Williams, Southwest Region Local Programs Engineer

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data (Exhibit A. Scope of Work Deliverables)

- Electronic Copies of field notes (PDF)
- Draft & Final Location Survey & Base Map Civil 3D (CAD Files, PDF & XML Surface Files)
- Network Control Points Files (ASCII and MS Excel)
- Draft and Final Right-of-Way Legal Description and Associated Exhibit Maps

B. Roadway Design Files (Exhibit A. Scope of Work Deliverables)

- Final Channel and Scour Countermeasures Design (CAD Files)
- Final Roadway and Traffic Control Design (CAD Files)
- Final Erosion Control Design (CAD Files)
- Final Site Restoration Design (CAD Files)
- Electronic Copy of Final Plans, Specials and Estimates (PDF & CAD Files)
- Final plans, contract and estimates with wet stamped, signed, dated by a register professional engineering in the State of Washington (PDF and Paper Copy).

C. Computer Aided Drafting Files (Exhibit A. Scope of Work Deliverables)

- Civil 3D & CAD Files

D. Specify the Agency's Right to Review Product with the Consultant (Exhibit A. Scope of Work Deliverables)

- The Agency may choose to review all 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 task in a variety of formats (PDF, CAD, Microsoft 365, Paper, etc.).

F. Specify What Agency Furnished Services and Information Is to Be Provided
(Exhibit A. Scope of Work Deliverables)

- The Agency furnished services are listed within each task in a variety of forms (PDF, CAD, Microsoft 365, Paper, etc.).

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).
- Civil 3D
- ArcGIS
- Microsoft Project
- Bluebeam

B. Electronic Messaging System

- Microsoft 365 (Outlook Email)

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

The Prime Consultant, DOWL, Cost Computations are attached.

Agreement Number
Project ESTIMATED FEE RECAP

Prime Consultant - DOWL

Work Elem.	Sub Elem.	Description	Prime	PGE	45th Parallel	Total Cost
WE-01	PROJECT MANAGEMENT AND ADMINISTRATION		54,828	-	-	54,828
	1.1	Project Management and Coordination	35,681			35,681
	1.2	Schedule	2,531			2,531
	1.3	Meetings	5,356			5,356
	1.4	Senior Review	9,608			9,608
	1.5	Public Outreach	1,652			1,652
WE-02	SURVEY		-	-	31,824	31,824
	2.1	Horizontal and Vertical Control			3,240	3,240
	2.2	Monument Recovery and R/W - Boundary Resolution			14,868	14,868
	2.3	Location Survey, Base Map, and Digital Terrain Model (DTM)			9,108	9,108
	2.4	Legal Descriptions			4,608	4,608
WE-03	ENVIRONMENTAL COMPLIANCE AND PERMITS		47,037	-	-	47,037
	3.1	Accumulation of Information & Agency Coordination	6,017			6,017
	3.2	SEPA Checklist	5,962			5,962
	3.3	Wetland/Waters Delineation and Critical Areas Report	11,870			11,870
	3.4	WDFW Hydraulic Project Approval (HPA)	3,798			3,798
	3.5	Joint Aquatic Resources Permit Application and 401 Certification	10,124			10,124
	3.6	Wetland Rating (RESERVED)	-			-
	3.7	Development Permit	9,266			9,266
WE-04	UTILITY COORDINATION		8,857	-	-	8,857
	4.1	Review Utility Data and On-Going Coordination	6,056			6,056
	4.5	Utility Coordination Meeting	2,801			2,801
WE-05	GEOTECHNICAL DESIGN		1,370	14,976	-	16,346
	5.1	Literature Search and Field Investigation	457	5,472		5,929
	5.2	Geotechnical Considerations and Design Recommendations	913	9,504		10,417
WE-06	HYDROLOGIC AND HYDRAULICS ANALYSIS		43,830	-	-	43,830
	6.1	Site Investigation and Data Collection	4,003			4,003
	6.2	Hydrologic Analysis	1,264			1,264
	6.3	Hydraulic Analysis	21,547			21,547
	6.4	Conceptual Design	5,890			5,890
	6.5	Hydraulic Report	11,126			11,126
WE-07	PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)		138,822	-	-	138,822
	7.1	Channel and Scour Countermeasure Design	42,408			42,408
	7.2	Roadway and Traffic Control Design	25,855			25,855
	7.3	Erosion Control Design	24,781			24,781
	7.4	Site Restoration Design	8,925			8,925
	7.5	Specifications and Estimates	21,283			21,283
	7.6	Compile and Submit 60%, 100%, and Final PS&E	15,570			15,570
WE-08	RIGHT OF WAY (RESERVED)		-	-	-	-
WE-09	BID AND AWARD ASSISTANCE		3,798	-	-	3,798
	9.1	Questions During Bidding	1,574			1,574
	9.2	Addenda to Bid Documents	2,225			2,225
WE-10	CONSTRUCTION-RELATED SERVICES (RESERVED)		-	-	-	-
		Total Labor	298,541	14,976	31,824	345,341
		Other Direct Costs	\$ 190.88	\$ 218.13	\$ 877.50	\$ 1,286.50
		Total Estimate	298,732	15,194	32,702	346,627.71

Agreement Number
Buck Creek Scour Repair Project
DOWL
Cost Worksheet

Firm Name: **PRIME**

Class	Classification	Role	Staff	Hours	x	Rate	=	Cost
	CIVIL ENGINEER 4 (Trowbridge)	Principal in Charge		11		\$ 85.38	\$	939.18
	DEPUTY (Kelly)	Sr Reviewer		11		\$ 91.61	\$	1,007.71
	CIVIL ENGINEER 4 (Meunier)	Project Manager		236		\$ 85.38	\$	20,149.68
	BRIDGE ENGINEER 7 (Wewer)	Hydraulic Design Lead		290		\$ 67.74	\$	19,644.60
	BRIDGE ENGINEER 7 (Burnha)	Bridge Design Lead		8		\$ 67.74	\$	541.92
	TRANS. ENGINEER 5 (Phillips)	Roadway Design Lead		87		\$ 71.01	\$	6,177.87
	TRANS. ENGINEER 4 (Klein)	Roadway Design Engineer		166		\$ 54.58	\$	9,060.28
	DRAFTING TECH. 3 (Wolfer)	CAD Manager		79		\$ 50.67	\$	4,002.93
	DRAFTING TECH. 2 (Kuenne)	CAD Drafter		246		\$ 35.68	\$	8,777.28
	LAND SURVEY 2 (Jameson)	Survey Technician		24		\$ 46.22	\$	1,109.28
	ENV. SPECIALIST 5 (Zemke)	Env. Lead		65		\$ 63.04	\$	4,097.60
	ENV. SPECIALIST 3 (Benson)	Env. Specialist		204		\$ 40.87	\$	8,337.48
	TRANS. PLANNING SPECIALI	Land Use Lead		7		\$ 69.30	\$	485.10
	TRANS. PLANNING SPECIALI	Land Use Planner		54		\$ 43.30	\$	2,338.20
	ENV. SPECIALIST 5 (Gaynor)	Landscape Architect		56		\$ 63.04	\$	3,530.24
	TRANS. ENGINEER 4 (Grabow)	Specification Writer		144		\$ 54.58	\$	7,859.52
	ADMIN. ASSISTANT 5 (Polley)	Accounting Specialist		9		\$ 56.10	\$	504.90
	ADMIN. ASSISTANT 5 (O'Grad)	Project Controller		28		\$ 56.10	\$	1,570.80
				Total Hours		1725		

Total Direct Labor \$ **100,134.57**

Overhead & Fee

Overhead Cost @	168.14% of Direct Labor	\$	168,366.27
Fee @	30.0% Direct Labor	\$	30,040.37

Total Direct Labor, Overhead and Fee \$ **298,541.21**

Direct Non-Salary Costs

						Cost
Task 6.1	Automobile	Office to site (1 trip, 175 miles @	175	\$	0.66	\$ 102.38
Task 6.1	Local Per Diem	1 Local Day for 2 people	2	\$	44.25	\$ 88.50

Direct Non-Salary Costs Total \$ **190.88**

Prime Subtotal \$ **298,732.08**

Subconsultant

Subconsultant 1	\$	15,194.00
Subconsultant 2	\$	32,702.00

Total Subconsultant \$ **47,896.00**

Total \$ **346,628.08**

PRIME CONSULTANT TOTAL COST

Rounded **\$ 346,628**

Agreement Number
BUCK CREEK SCOUR REPAIR PRIME ESTIMATED HOURS
 Prime Consultant - DOWL

Labor Estimate		\$ 254.55	\$ 273.13	\$ 254.55	\$ 201.96	\$ 201.96	\$ 211.71	\$ 162.72	\$ 151.07	\$ 106.38	\$ 137.80	\$ 187.95	\$ 121.85	\$ 206.61	\$ 129.09	\$ 187.95	\$ 162.72	\$ 167.26	\$ 167.26	Total	Fee			
Work Elem.	Sub Elem.	Description	CIVIL ENGINEER 4 (Trowbridge)	DEPUTY (Kelly)	CIVIL ENGINEER 4 (Maunier)	BRIDGE ENGINEER 7 (Wewerka)	BRIDGE ENGINEER 7 (Burnham)	TRANS. ENGINEER 5 (Phillips)	TRANS. ENGINEER 4 (Klein)	DRAFTING TECH. 3 (Wolfer)	DRAFTING TECH. 2 (Kunne)	LAND SURVEY 2 (Jameson)	ENV. SPECIALIST 5 (Zemke)	ENV. SPECIALIST 3 (Benson)	TRANS. PLANNING SPECIALIST 5 (Stapleton)	TRANS. PLANNING SPECIALIST 3 (Mitchell)	ENV. SPECIALIST 5 (Gaynor)	TRANS. ENGINEER 4 (Grabowski)	ADMIN. ASSISTANT 5 (Polley)	ADMIN. ASSISTANT 5 (O'Grady)	Total Hours	Fee		
WE-01		PROJECT MANAGEMENT AND ADMINISTRATION																			230	64,828		
	1.1	Project Management and Coordination			120																0	146	35,611	
	1.2	Schedule			6																6	12	2,511	
	1.3	Meetings			10			4						6							6	25	5,366	
	1.4	Quality Assurance (QA)	11	11	11																6	39	9,608	
	1.5	Public Outreach			4								2			3					3	8	1,652	
WE-02		SURVEY																			0	-	-	
	2.1	Horizontal and Vertical Control																			0	-	-	
	2.2	Monument Recovery and RW - Boundary Resolution																			0	-	-	
	2.3	Location Survey, Base Map, and Digital Terrain Model (DTM)																			0	-	-	
	2.4	Legal Descriptions																			0	-	-	
WE-03		ENVIRONMENTAL COMPLIANCE AND PERMITS																			344	47,037		
	3.1	Accumulation of Information and Agency Coordination												14	21						6	14	6,017	
	3.2	SEPA Checking																			4	5	5,262	
	3.3	Wetland/Waters Delineation and Critical Areas Report																			4	22	56	
	3.4	WDFW Hydraulic Project Approval (HPA)																			4	25	29	
	3.5	John Aquatic Resources Permit Application and 401 Certification																			8	6	60	
	3.6	Wetland Netting (RESERVED)																			8	6	60	
	3.7	Development Perms																			4	8	4	
WE-04		UTILITY COORDINATION																			51	68	9,268	
	4.1	Review Utility Data and On-Going Coordination			1	1		8	24												1	1	48	
	4.5	Utility Coordination Meeting			1	1		8	4												1	1	34	
WE-05		GEOTECHNICAL DESIGN																			14	2,801		
	5.1	Data Gathering and File Research			1	1															1	1	1,878	
	5.2	Geotechnical Considerations and Design Recommendations			2	2															2	2	457	
WE-06		HYDROLOGIC AND HYDRAULICS ANALYSIS																			209	43,830		
	6.1	Site Investigation and Data Collection			7	11															7	11	16	
	6.2	Hydrologic Analysis			1	5															1	5	4,003	
	6.3	Hydraulic Analysis			18	84															18	84	1,264	
	6.4	Conceptual Design			6	14	4			2	4										6	14	21,547	
	6.5	Hydraulic Report			10	40															10	40	5,890	
WE-07		PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)																			3	53	11,126	
	7.1	Channel and Scour Countermeasures Design			17	121	4			23	88										17	121	814	
	7.2	Roadway and Traffic Control Design						28	56	23	69										28	56	42,408	
	7.3	Erosion Control Design						26	52	23	66										26	52	25,855	
	7.4	Site Restoration Design								8	16											8	16	24,781
	7.5	Specifications and Estimates							11	22	44						32				11	22	8,525	
	7.6	Compile and Submit 60%, 100%, and Final PS&E			8	8			8												8	8	21,283	
WE-08		RIGHT OF WAY (RESERVED)																			8	56	15,570	
WE-09		BID AND AWARD ASSISTANCE																			20	378		
	9.1	Questions During Bidding			2	1		1													2	1	1,574	
	9.2	Addenda to Bid Documents			2	1		1													2	1	2,225	
WE-10		CONSTRUCTION-RELATED SERVICES (RESERVED)																			8	-	-	
		Total	11	11	236	290	8	87	166	79	246	24	65	204	7	54	56	144	9	28	1725	298,541.21		



**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

July 6, 2022

DOWL, LLC
701 Fifth Avenue, Suite 4120
Seattle, WA 98104

Subject: Acceptance FYE 2021 ICR – CPA Report

Dear Kristina Huntley:

We have accepted your firms FYE 2021 Indirect Cost Rate (ICR) of 168.24% of direct labor (rate includes 0.10% Facilities Capital Cost of Money) based on the "Independent CPA Report," prepared by D.L. Purvine, CPA, PLLC. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards;

A handwritten signature in blue ink that reads "Erik K. Jonson".

ERIK K. JONSON
Contract Services Manager

EKJ:ah

Actuals Not To Exceed Table (ANTE)

County Agreement #2022-03

DOWL, LLC

8410 154th Ave NE, Suite 120
Redmond, WA 98052

Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		168.24%	30.00%	
Administrative Assistant 3	\$39.14	\$65.85	\$11.74	\$116.73
Administrative Assistant 5	\$56.10	\$94.38	\$16.83	\$167.31
Bridge Engineer 1	\$35.88	\$60.36	\$10.76	\$107.01
Bridge Engineer 3	\$40.17	\$67.58	\$12.05	\$119.80
Bridge Engineer 5	\$45.72	\$76.92	\$13.72	\$136.36
Bridge Engineer 7	\$67.74	\$113.97	\$20.32	\$202.03
Civil Engineer 2	\$47.60	\$80.08	\$14.28	\$141.96
Civil Engineer 3	\$57.62	\$96.94	\$17.29	\$171.85
Civil Engineer 4	\$85.38	\$143.64	\$25.61	\$254.64
Construction Project Coordinator 2	\$38.32	\$64.47	\$11.50	\$114.29
Construction Project Coordinator 3	\$48.58	\$81.73	\$14.57	\$144.88
Construction Project Coordinator 4	\$54.39	\$91.51	\$16.32	\$162.21
Deputy	\$91.61	\$154.12	\$27.48	\$273.22
Director	\$109.40	\$184.05	\$32.82	\$326.27
Drafting Technician 2	\$35.68	\$60.03	\$10.70	\$106.41
Drafting Technician 3	\$50.67	\$85.25	\$15.20	\$151.12
Environmental Specialist 3	\$40.87	\$68.76	\$12.26	\$121.89
Environmental Specialist 5	\$63.04	\$106.06	\$724.71	\$893.81
Human Resource Consultant 3	\$66.00	\$111.04	\$758.74	\$935.77
Human Resource Consultant 4	\$55.74	\$93.78	\$640.79	\$790.30
IT Specialist 3	\$39.61	\$66.64	\$455.36	\$561.61
Land Survey 2	\$46.22	\$77.76	\$531.35	\$655.33
Land Survey 3	\$61.85	\$104.06	\$711.03	\$876.93
Senior Graphic Designer	\$42.04	\$70.73	\$483.29	\$596.06
Transportation Engineer 2	\$43.75	\$73.61	\$502.95	\$620.31
Transportation Engineer 3	\$49.13	\$82.66	\$564.80	\$696.58
Transportation Engineer 4	\$54.58	\$91.83	\$41,411.81	\$41,558.22
Transportation Engineer 5	\$71.01	\$119.47	\$53,877.84	\$54,068.32
Transportation Engineer Intern	\$24.00	\$40.38	\$18,209.66	\$18,274.04
Transportation Planning Specialist 1	\$32.70	\$55.01	\$24,810.67	\$24,898.38
Transportation Planning Specialist 3	\$43.30	\$72.85	\$32,853.27	\$32,969.42
Transportation Planning Specialist 5	\$69.30	\$116.59	\$52,580.40	\$52,766.30
Transportation Technician I	\$21.00	\$35.33	\$15,933.46	\$15,989.79

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.

The Sub-Consultants, Pacific Geo Engineering (PGE) & 45th Parallel Geomatics, Cost Computations are attached. Both Sub-Consultants participated in the Safe Harbor program.

**Buck Creek Scour Repair Project
SUBCONSULTANT 1- Pacific Geo Engineering
Cost Worksheet**

Firm Name: NW GEOTECH

Class	Classification	Role	Staff	Hours	x	Rate	=	Cost
	Senior Engineer / Geologist			64		\$ 85.00		\$ 5,440.00
	Draftsperson / CAD Technician			16		\$ 40.00		\$ 640.00
	Administrative Support II			4		\$ 40.00		\$ 160.00
			Total Hours	84		Total Direct Labor		\$ 6,240.00

Overhead & Fee

Overhead Cost @	110.00% of Direct Labor	\$	6,864.00
Fee @	30.0% Direct Labor	\$	1,872.00

Total Direct Labor, Overhead and Fee \$ 14,976.00

Direct Non-Salary Costs

			Cost
Automobile	Office to site	Miles 349 \$ 0.625 /Mi	\$ 218.13
Photocopies		Copies \$/copy	\$ -
Postage / Delivery (allowance)			\$ -
Parking		Events \$/event	\$ -

Direct Non-Salary Costs Total \$ 218.13

Total \$ 15,194.13

SUBCONSULTANT 1- Pacific Geo Engineering Total Cost:

Rounded \$ 15,194

Agreement Number
SUBCONSULTANT ESTIMATED HOURS

SUBCONSULTANT - Pacific Geo Engineering

Labor Estimate

\$ 204.00 \$ 96.00 \$ 96.00

Work Elem.	Sub Elem.	Description	Project Engineer II / Geologist II	Draftsperson / CAD Technician	Administrative Support II	Total Hours	Fee
WE-05 GEOTECHNICAL DESIGN						84	14,976
		5.1 Literature Search and Field Investigation	24	4	2	30	5,472
		5.2 Geotechnical Considerations and Design Recommendations	40	12	2	54	9,504
		Total	64	16	4	84	14,976



**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

May 8, 2023

Santanu Mowar, Principal
Pacific Geo Engineering
PO Box 1419
Issaquah, WA 98027-0058

- Re: Pacific Geo Engineering
Safe Harbor Indirect Cost Rate

Dear Santanu:

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

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

We are issuing the Safe Harbor Indirect Cost Rate of 110% of direct labor as a home rate and a field rate, where applicable, of 80% of direct labor for Pacific Geo Engineering. The Safe Harbor rate is effective on May 8, 2023.

Pacific Geo Engineering has 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 110%, or 80% for field office situations, for agreements entered prior to May 8, 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)705-7003.

Sincerely,



Jarron Elter

Agreement Compliance Audit Manager

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

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

Firm Name: Pacific Geo Engineering (PGE)

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

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

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

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

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

The Pathway must include:

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

*Signature: Santanu Mowar

*Name of Certifying Official (Print): SANTANU MOWAR

*Title: PRINCIPAL / OWNER

Date of Certification (mm/dd/yyyy): 04-19-2023

*Note: This form is to be completed by an individual executive or financial officer of the consultant at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the agreement.

Agreement Number
Buck Creek Scour Repair Project
SUBCONSULTANT 2 - 45th Parallel Geomatics, LLC
Cost Worksheet

Firm Name: 45th Parallel Geomatics, LLC

Classification	Role	Staff	Hours	x	Rate	=	Cost	
Project Manager/ Project Surveyor -		Samantha Tanner	167		\$ 60.00	\$	10,020.00	
Tech 5		Tristan Freeman	72		\$ 45.00	\$	3,240.00	
-	-	-	0		\$ -	\$	-	
-	-	-	0		\$ -	\$	-	
-	-	-	0		\$ -	\$	-	
Total Direct Labor, Overhead and Fee							\$	13,260.00

							Cost	
110.00% of Direct Labor						\$ -	\$ 14,586.00	
30.0% Direct Labor						\$ -	\$ 3,978.00	
bor, Overhead and Fee							\$ -	\$ 31,824.00

Direct Non-Salary Costs							Cost
Automobile	Office to site		700	\$ 0.625		\$	437.50
		Miles		\$/Mi			
Tolls			10	\$ 4.00		\$	40.00
		Tolls		\$/copy			
Postage / Delivery (allowance)							

Agreement Number
SUBCONSULTANT ESTIMATED HOURS

SUBCONSULTANT - 45th Parallel Geomatics, LLC

Labor Estimate

\$ 144.00 \$ 108.00

Work Elem.	Sub Elem.	Description	Senior Surveyor	Tech 5				Total Hours	Fee
WE-02		SURVEY						239	31,824
		2.1 Horizontal and Vertical Control	9	18				27	3,240
		2.2 Monument Recovery and R/W - Boundary Resolution	83	27				110	14,868
		2.3 Location Survey, Base Map, and Digital Terrain Model (DTM)	43	27				70	9,108
		2.4 Legal Descriptions	32					32	4,608
		Total	167	72	0	0	0	239	31,824



**Washington State
Department of Transportation**

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

January 4, 2023

Samantha Tanner, President/Owner
45th Parallel Geomatics, LLC
408 Cascade Ave #1863
Hood River, OR 97031-0814

- Re: 45th Parallel Geomatics, LLC
Safe Harbor Indirect Cost Rate

Dear First Name:

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

We have completed our risk assessment for 45th Parallel Geomatics, LLC. We conducted our assessment based on the documentation provided by the firm. The reviewed data included, but was not limited to, a description of the company, basis of accounting, accounting system and the basis of indirect costs. Based on our review, your firm is eligible to use the Safe Harbor rate. You have opted to use the Safe Harbor rate, rather than provide a FAR-compliant rate at this time.

We are issuing the Safe Harbor Indirect Cost Rate of 110% of direct labor with a field rate, where applicable, of 80% of direct labor for 45th Parallel Geomatics. The Safe Harbor rate is effective on January 4, 2023.

45th Parallel Geomatics has 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 110%, or 80% for field office situations, for agreements entered prior to January 4, 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)705-7003.

Sincerely,

Jarron Elter
Acting Agreement Compliance Audit Manager

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

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

Firm Name: 45th Parallel Geomatics, LLC

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

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

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

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

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

The Pathway must include:

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

*Signature: 

*Name of Certifying Official (Print): Samantha Tanner

*Title: President, owner

Date of Certification (mm/dd/yyyy): 11 / 28 / 2022

*Note: This form is to be completed by an individual executive or financial officer of the consultant at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the agreement.

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 Skamania County
- 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
DOWL, LLC

whose address is

5 Centerpointe Drive, Suite 350 Lake Oswego, OR 97035

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.

DOWL, LLC

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of Skamania County

I hereby certify that I am the:

Chair of the Board of Commissioners

Other

of the Skamania County, and DOWL, LLC

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 Chair of the Board of Commissioners

Date

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

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

DOWL, LLC

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

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

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

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

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

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

DOWL, LLC

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of Buck Creek Bridge * are accurate, complete, and current as of June 7, 2023 **

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: DOWL, LLC

Signature

Title

Date of Execution _____

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

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

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

Exhibit 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

Dated this 13 day of June 2023.

ATTEST:

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

T.W. Lannen, Chairman

Richard Mahar, Commissioner

Lisa Sackos, Clerk of the Board

Asa Leckie, Commissioner

Approved as to form only:

Adam Kick,
Skamania County Prosecuting Attorney

Aye _____
Nay _____
Abstain _____
Absent _____