

SKAMANIA COUNTY BOARD OF COMMISSIONERS
240 NW Vancouver Ave.
Stevenson, WA 98648
Agenda for April 30th, 2024

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

To Join by Phone with Audio Only, Dial: 1 346 248 7799

Meeting ID: 889 0632 1210

Join Zoom Meeting with Audio and Video: <https://us02web.zoom.us/j/88906321210>

Written comments are accepted until noon on the day before the meeting. If you wish written comments to be listed on the posted agenda, they need to be submitted to the Clerk of the Board by noon on the Wednesday preceding the Tuesday/Wednesday meeting. If written comments are received after noon the day before the meeting, they will be held for the following meeting. Please email comments and public comment questions to the Clerk of the Board at sackos@co.skamania.wa.us.

Please note, when a holiday falls on Monday, the regular meeting is held on Wednesday of that week.

Tuesday, April 30th, 2024

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

Presentation of 25-year plaque to Superior Court Administrator Pam Bell

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 April 23rd, 2024.
2. Joint resolution of the Clark County Council and the Klickitat and Skamania Boards of County Commissioners for the appointment of Mary Williams as a trustee of the Fort Vancouver Regional Library District Board.
3. Letters of resignation for Donna Tiffan, Jessica Zimmerman, Emily Higgins, Carol DeLay, Gregg Johnson, and Lydia DeLay from the Klickitat-Skamania Developmental Disability Advisory Board.
4. Agreement amendment with Granicus (GovQA) to include three additional redaction licenses.
5. Agreement amendment with Washington Department of Natural Resources for restoration of the FS-90 road.
6. Contract with Performance Systems Integration for maintenance and upkeep of fire suppression systems.
7. Ten-year lease agreement with Feng Ye, LLC for properties at the Wind River Business Park.
8. Agreement with Fickett Structural Solutions, Inc. for bridge inspection services for 2024.
9. Waiver of Civil Service Interview/Oral Board for Corrections Deputy Katie Wallace.
10. Agreement renewal with Wauna Lake Club to treat Class A species garlic mustard and other noxious weeds.

Note: Agenda subject to change. Times listed are estimates only. The Commission reserves the right to move agenda items as needed during the meeting, and may add and act on any item not included in the above agenda. If necessary, the Board may hold executive sessions on scheduled meeting days. Meeting minutes and audio recordings may be found at www.skamaniacounty.org.

11. Contract with Lueders Pyrotechnics, LLC for a fireworks show on the 4th of July and during the Skamania County Fair and Timber Carnival.

Voucher Approval

Meeting Updates

10:00 AM Department Head Reports

10:30 AM Washington Small Business Development Center updates with Regional Manager & Certified Business Advisor Ron Nielsen

Adjourn

BOARD OF SKAMANIA COUNTY COMMISSIONERS
Skamania County Courthouse
240 NW Vancouver Ave. Lower Level, Room 18
Stevenson, WA 98648
Minutes for Meeting of April 23rd, 2024

The Board met for a staff meeting at 9:00 a.m. in the Commissioners' Meeting Room on Tuesday, April 23rd, 2024. Commissioners T.W. Lannen, Richard Mahar, and Asa Leckie, Chair, were present. Probation Officer Chris Wood presented his report. Due to technical difficulties, the meeting recessed at 9:04 a.m. and reconvened the same day at 9:09 a.m. with Commissioners T.W. Lannen, Richard Mahar, and Asa Leckie present. Probation Officer Chris Wood finished presenting his report and remaining reports were provided by Senior Services Program Manager Sophie Miller, Community Events and Recreation Manager Alex Hays, Financial Management Administrator Heidi Penner, Human Resources Administrator Sara Slack, and Clerk of the Board Lisa Sackos..

The Commissioners' business meeting was called to order at 9:30 a.m. on Tuesday, April 23rd, 2024, at the Commissioners' Meeting Room, 240 NW Vancouver Avenue in Stevenson, Washington with Commissioners T.W. Lannen, Richard Mahar, and Asa Leckie, Chair, present.

The Pledge of the Allegiance was led by Hannah Brause, WSU Extension Director.

Public comment was provided by Mary Repar, Stevenson resident, regarding the Courthouse Plaza Project.

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

1. Minutes for meeting April 16th, 2024.
2. ~~Contract with Lueders Pyrotechnics, LLC to produce the 4th of July fireworks display at the Skamania County Fair and Timber Carnival.~~ – Pulled.
3. Re-appointment of Kristy McCaskell to the Homeless Housing Council as a Real Estate representative.
4. Agreement amendment #19 with Carelon Behavioral Health, Inc. to expand and update the terms and funding for Skamania services.
5. Agreement renewal with Community Health Plan of Washington for behavioral health services.

Commissioner Lannen moved, seconded by Commissioner Mahar, and the motion carried unanimously to approve vouchers for the period dated April 23rd, 2024, totaling \$29,362.67 with the Current Expense amount of \$6,876.79, covering warrant numbers 197760 through 197797.

Commissioner Mahar moved, seconded by Commissioner Lannen, and the motion carried unanimously to approve payroll for the period of April 1st, 2024, through April 15th, 2024, in the total amount of \$682,600.92 with \$420,390.87 being Current Expense, covering warrant numbers 44636 through 44655 and direct deposit numbers 81863 through 82045.

The Board met with WSU Extension Director Hannah Brause for updates.

The Chair announced that meeting updates were postponed until after the Department of Natural Resources updates.

The meeting recessed at 9:56 a.m. and reconvened the same day at 10:00 a.m. with Commissioners T.W. Lannen, Richard Mahar, and Asa Leckie, Chair, present.

The Board met for Department Head reports:

- David Waymire, Public Works Director, reported on Engineering, County Road, Building Division, Community Development, ER&R, Solid Waste, Information Technology, Building and Grounds, and the Wind River Business Park.
- Tamara Cissell, Community Health Director, reported on Behavioral Health, Public Health, Developmental Disabilities, and Housing.

The meeting recessed at 10:14 a.m. and reconvened the same day at 10:36 a.m. with Commissioners T.W. Lannen, Richard Mahar, and Asa Leckie, Chair, present.

The Board met with Human Resources Administrator Sara Slack for the Safety Committee report:

- Commissioner Mahar moved, seconded by Commissioner Lannen, and the motion carried unanimously to approve 2024-E-001 and agree with the Supervisor and Safety Committee that it was a preventable accident.
- Commissioner Mahar moved, seconded by Commissioner Lannen, and the motion carried unanimously to 2024-E-002 and agree with the Supervisor and Safety Committee that it was a preventable incident.
- Commissioner Lannen moved, seconded by Commissioner Mahar, and the motion carried unanimously to 2024-E-003 and agree with the Supervisor and Safety Committee that it was an unpreventable incident.
- Commissioner Lannen moved, seconded by Commissioner Mahar, and the motion carried unanimously to approve 2024-E-004 and agree with the Safety Committee that it was an incident that was preventable by the County.
- Commissioner Mahar moved, seconded by Commissioner Lannen, and the motion carried unanimously to approve 2024-E-1001 and agree with the Safety Committee that it was an unpreventable incident.

The Board met for a workshop with the Skamania County Financial Management Group, Elected Officials, Department Heads, and Managers to discuss County finances.

The meeting recessed at 11:06 a.m. and reconvened the same day at 11:15 a.m. with Commissioners T.W. Lannen, Richard Mahar and Asa Leckie, Chair, present.

The Board met with Department of Natural Resources District Manager Brian Poehlein and Three Corner Rock Unit Forester Ben Jeske for updates. Region Manager Scott Sargent was unable to attend.

The meeting recessed at 11:40 a.m. and reconvened the same day at 11:45 a.m. with Commissioners T.W. Lannen, Richard Mahar and Asa Leckie, Chair, present.

The Board reported on various meetings they attended.

Commissioner Mahar moved, seconded by Commissioner Lannen, Chair, and the motion carried unanimously to adjourn the Skamania County Board of Commissioners meeting for Tuesday, April 23rd, 2024.

The meeting adjourned at 12:09 p.m.

ATTEST:

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

Asa Leckie, Chair

Richard Mahar, Commissioner

Lisa Sackos, Clerk of the Board

T.W. Lannen, Commissioner

**JOINT RESOLUTION
OF THE CLARK COUNTY COUNCIL AND THE KLICKITAT AND
SKAMANIA BOARDS OF COUNTY COMMISSIONERS**

Clark County Resolution:
Klickitat County Resolution:
Skamania County Resolution: **2024-02**

A joint resolution of the Clark County Council and the Boards of County Commissioners for Klickitat and Skamania counties relating to the appointment of trustees to the Fort Vancouver Regional Library.

WHEREAS, in 1952, Clark County and Skamania County formed an Interrural Rural Library District; and

WHEREAS, in 1973, the Intercounty Rural Library District was expanded to include Klickitat County; and

WHEREAS, in 1981, the City of Vancouver annexed into the Intercounty Rural Library District; and

WHEREAS, pursuant to RCW 27.12.130 and 27.12.190, the County Council and Boards of County Commissioners of the participating counties within the Intercounty Rural Library District are to appoint a board of trustees through joint action; and

WHEREAS, Klickitat, Clark and Skamania counties have entered into an Interlocal Agreement setting forth the process for the appointment of trustees; and

WHEREAS, the term for Position No. 5, which was held by Megan Dugan representing the City of Vancouver, that expire on 12/31/2023; and

WHEREAS, Mary Williams of Vancouver, Washington has expressed a desire and has accepted an invitation for appointment to Position No. 5 representing the City of Vancouver for a term that will begin immediately and end 12/31/2031; and

WHEREAS, it is the desire of the Clark County Council and Boards of County Commissioners of Klickitat and Skamania counties to appoint Mary Williams to Position No. 5, representing the City of Vancouver.

NOW THEREFORE BE IT ORDERED AND RESOLVED by the Clark County Council and the Boards of County Commissioners for Klickitat and Skamania Counties, State of Washington that Mary Williams is hereby appointed to serve as trustee of the Fort Vancouver Regional Library as the City of Vancouver's designee to Position No. 5. The appointment is effective immediately and ends 12/31/2031.

DATED this 23rd day of April 2024.

COUNTY COUNCIL
CLARK COUNTY, WASHINGTON

Gary Medvigy, Chair

Attest:

Clerk to the Council

in and for the County of Clark,
State of Washington

DATED this _____ day of _____, 2024.

BOARD OF COMMISSIONERS
Klickitat County, Washington

Lori Zoller, Chair

Jacob L. Anderson, Commissioner

Dan Christopher, Commissioner

ATTEST:

Clerk for the Board

in and for the County of Klickitat,
State of Washington

DATED this _____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON

Asa Leckie, Chair

T.W. Lannen, Commissioner

Richard Mahar, Commissioner

ATTEST:

Lisa Sackos, Clerk of the Board,
in and for the County of Skamania,
State of Washington



MEMORANDUM

DATE: April 2, 2024
TO: Clark County Council
FROM: Vancouver City Council
RE: **Nomination for appointment to the Fort Vancouver Regional Library District Board**
CC: Michelle Pfenning, County Councilors Office
Jennifer Giltrop, FVRL Executive Director

RE: Recommendation for Appointments to the [BC NAME]
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The Fort Vancouver Regional Library Board is the governing body for the library district and oversees the library system, the service area includes Clark, Klickitat, and Skamania counties. The City of Vancouver has two representatives on the board.

Council Committee 1 recently interviewed applicants for one full-term position and recommends Mary Williams be nominated for the full-term seat expiring December 31, 2031. This recommendation will be moved forward to the Clark County Board of Commissioners, after which the appointment is contingent upon approval by the Clark, Klickitat and Skamania boards of commissioners.

If you have any questions about the City Council's nomination, please contact Stephanie Obotette, Boards and Commissions Coordinator, at (360)487-8645 or bc_coordinator@cityofvancouver.us.



CLARK COUNTY WASHINGTON

clark.wa.gov

CLARK COUNTY COUNCIL

Gary Medvigy, Chair
Glen Yung, Michelle Belkot, Karen Dill Bowerman, Sue Marshall

1300 Franklin Street
PO Box 5000
Vancouver, WA 98666-5000
564.397.2232

April 3, 2024

Mary Williams
100 SE Olympia Drive, Apt. 100
Vancouver, WA 98694
Phone: 360-296-9869
Email: mary@sensiblewoo.com

Dear Mary:

The County Council is pleased to announce your appointment to the Fort Vancouver Regional Library Board, to represent the interest of the City of Vancouver, nominated by the Vancouver City Council. Your term of appointment is effective April 2, 2024, to December 31, 2031.

For our records, please indicate your acceptance of this assignment by signing in the space provided on the second copy of this letter and returning it via email and or U.S. Postal Service.


Thank you for your interest in serving as a volunteer for the citizens of Clark County.

Sincerely,

Gary Medvigy, Chair

mp

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Community Health Department	Signature 
<u>AGENDA DATE</u>	BOCC, 04/30/2024	
<u>SUBJECT</u>	Klickitat-Skamania Developmental Disability Advisory Board	
<u>ACTION REQUESTED</u>	Approval/Signature	

SUMMARY/BACKGROUND

The attached (5) five letters have been submitted to request resignation of Donna Tiffan, Jessica Zimmerman, Emily Higgins, Carol DeLay, Gregg Johnson, and Lydia DeLay's membership based on the Klickitat-Skamania Developmental Disability Advisory Board's By-Laws.

FISCAL IMPACT

None

RECOMMENDATION

Sign/Approve

LIST ATTACHMENTS

Agenda Commentary
Letter of resignation of Memberships:

- Donna Tiffan, Public position #1
- Jessica Zimmerman, Schools/Education position #2
- Emily Higgins, Parent Advocate position #5
- Carol DeLay, Parent Advocate position #3
- Gregg Johnson, Parent Advocate position #6
- Lydia DeLay, Self-Advocate position #4

4/2024

1013

DT - resign

Heather Trollier

From: Ken and Donna Tiffan <4tiffan@gmail.com>
Sent: Wednesday, March 13, 2024 12:26 PM
To: Jessica Zimmerman; Katie Corson; Hannah Joy; Evie Huff; Gregg Johnson; Emily Higgins; Suzanne Rankin; Abby Brandt Whalin; Carol Delay; Lydia Delay; Heather Trollier
Subject: April Advisory 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.

Greetings!

As many of you are aware, we have about half our Board stepping down at the end of their terms. I am also stepping down as my husband and I will be moving to Brush Prairie in the coming months. Hannah will be the Board Chair and I know she will do an awesome job!

We would like to have a time to thank all of you who have worked so hard for our Board over the last few years. I hope that you can all make it to this last meeting for you!

Take care and hopefully we'll see you in April.
Donna Tiffan

4/2024

DD

CD-resign

Heather Trollier

From: Carol DeLay <caroldelay50@gmail.com>
Sent: Thursday, March 14, 2024 2:11 PM
To: Heather Trollier
Subject: Advisory Board

** 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. **

Heather,

After mulling over whether to accept another 3 year position on the advisory board and talking it over with my family I have decided not to accept the position. This has not been an easy decision to make. I do still want to attend some meetings as a guest and will still help out if I can and of course still advocate for services, but my schedule right now leaves me little time to devote to the board.

Carol DeLay

Sent from my iPhone

2/2024 DD
JZ-resign

Heather Trollier

From: Jessica Zimmerman <jessica.zimmerman@esd112.org>
Sent: Monday, February 12, 2024 2:18 PM
To: Heather Trollier; Donna Tiffan
Subject: Board term

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 Heather,

I will not be able to extend my service on the board for another term. I have enjoyed having the opportunity to serve on the Klickitat-Skamania Developmental Disability Advisory Board for the past three years. During my time on the board, we have accomplished a lot and I am proud of the work that we've done. I appreciate everyone who helped me gain the skills and knowledge needed to lead as Board Chair in 2023.

My term as a board member will expire on April 13th. I will continue to attend board meetings for the remainder of the school year so I can fulfill my obligation as Evie Huff's supervisor for her Senior Project.

Sincerely,

Jessica Zimmerman

Jessica Zimmerman, Ed.S., NCSP

School Psychologist | Stevenson-Carson & Mill A School Districts
Educational Service District 112
360-513-9747 | jessica.zimmerman@esd112.org
2500 NE 65 Avenue | Vancouver | WA | 98661

2/2024 DD

EH - resign

Heather Trollier

From: Emily Higgins <higginse8616@gmail.com>
Sent: Thursday, February 8, 2024 1:19 PM
To: Heather Trollier
Subject: Re: KI-Sk DD Advisory Board Re-Appt Letter

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.

Hi Heather,

Thanks for reaching out. Unfortunately, due to increasing work responsibilities and family obligations, I will not be able to reapply for a second term as a board member.

This has been such a wonderful experience, and I will keep sharing all the boards good work. I'll plan to be there in April for my last meeting.

Emily
Sent from my iPhone

On Feb 7, 2024, at 12:30 PM, Heather Trollier <trollier@co.skamania.wa.us> wrote:

Hello Emily,

Your appointment to the Klickitat-Skamania Developmental Disability Advisory Board will expire 04/13/2024.

You are a much-valued board member, and it is the hopes that you'd be willing to service another term.

I have attached a blank letter of request to council, where you may request to extend your appointment another three years.

Please email me back with your response as soon as possible, and of course please let me know if you have any questions.

Thank you,

Heather Trollier

Developmental Disability Coordinator
Skamania County Community Health
710 SW Rock Creek Drive/P.O. Box 1492
Stevenson, WA 98648
509-427-3970
trollier@co.skamania.wa.us

<DD Request to Council-fillable 2024.pdf>
<DD Request to Council 2024.docx>

Minutes

Klickitat-Skamania DD Advisory Board Meeting Feb. 7th, 2024 3:30 P.M. to 5:00 P.M. Hegewald Center -Meeting held by ZOOM

Meeting called by: Donna Tiffan, Chair
Type of meeting: Klickitat-Skamania Developmental Disability Advisory Board
Minute taker: Heather Trollier

Attendees:

Board/Voting Members:

- Virtual: Carol DeLay: Parent Advocate KICo (*Brd Member -Parent Advocate #3*)
Donna Tiffan: “**Chair**” Parent Advocate KICo (*Brd Member -Public #1*)
Gregg Johnson: Parent Advocate SkCo (*Brd Member -Parent Advocate #6*)
Jessica Zimmerman: School Psychologist - ESD112 SkCo (*Brd Member -School/Education #2*)
Katie Corson: Parent Advocate KICo (*Brd Member -Parent Advocate #10*)
- Call-in:
- Proxy:
- Absent: Emily Higgins: Parent Advocate SkCo (*Brd Member -Parent Advocate #5*)
Hannah Joy: The Skamania Observer/Owner SkCo (*Brd Member -Private #11*)
Lydia DeLay: Self Advocate KICo (*Brd Member -Self Advocate #4*)
Sue Rankin: YES Youth Workforce Specialist - ESD112 KICo (*Brd Member -Schools/Education #8*)

Staff: Heather Trollier: DD Coordinator -SCCH

Guests: Abby Brandt Whalin: Pathways Supervisor/KICo -WAGAP
Clare Kirkwood: Family Resource Coordinator/KICo -ESD112
Eve B. Elderwell: Gorge Transit Provide -Gorge Pass
Evie Huff: Self Advocate
Gabriella Gilbert: Parent Advocate KICo
Jessica Stanley: DDA Case Manager/Vancouver -DSHS
Jose Hernandez: Entrust Community Services/Program Director
Melissa Saldana: Entrust/Program Manager-Goldendale
Rachel: Parent Advocate/Community Member
Richard Mahar: Commissioner SkCo
Roger Wenz: DDA Supervisor -DSHS
Sarah Goebel: Career Development Counselor/People for People -White Salmon office
Theresa Van Pelt: Parent to Parent Coordinator -PEACENW
Walt Ronish: WR Business Directions/Owner

Meeting Called to Order/Introductions

The meeting was called to order at 3:31pm.

2/2024 UD
(GJ + LD) - resign

Good of the Order

Subcommittee Updates:

- **Events Subcommittee** -Carol (lead) & Lydia DeLay, Walt Ronish, Theresa Van Pelt
 - **Donna:**
 - Sharing- Night to Shine <http://www.grace-ws.org/crg-night-to-shine-guest-registration>
 - Grace Baptist Church, White Salmon, Friday Feb. 9th
 - Looking for volunteers to be buddies.
- **Recruitment & Outreach Subcommittee** - Jessica Zimmerman (lead), Emily Higgins, Sue Rankin
 - **Jessica:**
 - KICo Commissioners meeting- Sue planning on attending/asking for a new KICo rep for the brd.
 - Many board members terms expire in April -trying to confirm who is going to reapply.
- **Resource Subcommittee** -Donna Tiffan (lead), Gregg Johnson, Katie Corson, Abby Whalin
 - **Katie:**
 - Newsletters distributed for Nov/Dec & Jan
 - If not receiving via email...let Heather know.
 - Website -working on set up.
 - Needing photos
 - **Donna:**
 - Developing a MOU (Memorandum of Understanding) with the school
 - Info can then be distributed through the schools.
 - Looking for an ESD112 and ESD105 contact
 - Assist with distribution in the school to the families.
 - Topic suggestions-
 - Guardianship and Decision Making; ABLE Accounts; DD Endowment Trust Fund

Board Members Meet

- Donna:
 - Vice-Chair Hannah will begin legislative updates regarding DD.
 - Calendar Items -be thinking what needs to be added (i.e. events)
 - Abby: Lyle/Parent Resource Fair May 9th and Art in the Park; White Salmon/Health Fair May 18th
 - Will get more info on...
 - SkCo Fair -booth discussion...
 - Decided no booth/will speak with People for People-Sarah G. to ask if we could at some info to their table.
 - Board Membership updates-
 - Gregg -moving to Vancouver/will finish out his term (April) ...*thank you!*
 - Abby -waiting for the final approval from KICo Commissioner.
 - Carol -will consider re-appt. to board.
 - Lydia -will not be returning after term ends in April ...*thank you for your service!*
 - Website update-
 - Ev Huff -creating for senior project/Jessica Z. is mentoring and Hannah J. is assisting.
 - Will include -Resource topics, Calendar and more.
 - Resource sub-committee will continue overseeing website into the future.
 - County may be able to cover the cost of the website.
 - Policies -working on what each of the sub-committees are responsible for.
 - Fundraising -Hannah looking into.
 - MOU (Memorandum of Understanding) -looking for contacts within the school districts.
 - Abby- Defining what does the school district needs for a resource to be shared from the board to

COMMISSIONERS' AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	<u>Finance</u> Department	<u>Heidi B Penner</u> Signature
<u>AGENDA DATE</u>	<u>April 30, 2024</u>	
<u>SUBJECT</u>	<u>GovQA – Additional Licenses</u>	
<u>ACTION REQUESTED</u>	<u>Approve Proposal</u>	

SUMMARY/BACKGROUND

Skamania County uses GovQA as it's public records program. We currently have two (2) license for redaction purposes. We would like to add three (3) more redaction licenses.

FISCAL IMPACT

2024 - \$900.02

RECOMMENDATION

Approve proposal for three (3) additional licenses

ATTACHMENTS

Proposal

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number _____

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

3. Contractor Information: Contractor: Granicus (GovQA)
Contact Person: Nick Matt
Title: Sales Associate
Address: 1999 Broadway #3600
Address: Denver, CO 80202
Phone: 816-509-7254

4. Brief description of purpose of the contract and County's contracted duties:

Adding three redaction licenses to our current contract with GovQA

5. Term of Contract: From: April 30, 2024 To: _____

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. Amount Budgeted in Current Year: \$ _____
Amount Not Budgeted in Current Year \$ 900.02 Source: _____
Total Non-County Funds Committed: \$ Source: _____
Total County Funds Committed: \$ _____
TOTAL FUNDS COMITTED: \$ 900.02

8. County Contact Person: Name: Heidi Penner
Title: Financial Management Administrator

9. Department Approval: Heidi B Penner
Department Head or Elected Official Signature

10. Special Comments: _____

Granicus Proposal for Skamania County

ORDER DETAILS

Prepared By: Nick Matt
Phone:
Email: nick.matt@granicus.com
Order #: Q-347548
Prepared On: 18 Apr 2024
Expires On: 16 Jun 2024

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription
End Date: 31 Mar 2025
Period of Performance: The Agreement will begin on date of signature and will continue through the end of the then current billing term.

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Existing Subscriptions			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
FOIA Module Non Enterprise	Annual	1 Each	\$5,907.31
Fortress Hosting	Annual	1 Each	\$2,215.97
Hosted Data Storage (500 GB)	Annual	1 Each	\$0.00
Invoicing Module	Annual	1 Each	\$0.00
Redaction License (per named user)	Annual	2 Each	\$734.75

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Redaction Setup and Configuration	Up Front	3 Each	\$0.00
SUBTOTAL:			\$0.00

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Redaction License (per named user)	Annual	3 Each	\$900.02
SUBTOTAL:			\$900.02

- Please note, annual fees for new subscriptions will be prorated to align to Client's then-current billing term. Exceptions include Recurring Captioning Services, SMS, and Targeted Messages.
- Once purchased data storage has been exceeded, data storage is billed in increments of 1TB over the purchased data storage amounts herein and will be assessed an additional annual fee of \$1,200.00 and billed in arrears. Storage is reviewed annually and is adjusted at the next annual renewal. Throughout the term of the contract Skamania County is able to contact Granicus for a report on how much storage has been used.

PRODUCT DESCRIPTIONS

Solution	Description
FOIA Module Non Enterprise	FOIA Module Non Enterprise
Fortress Hosting	Legacy - Fortress Hosting
Hosted Data Storage (500 GB)	Hosted Data Storage (500 GB)
Invoicing Module	Invoicing Module
Redaction License (per named user)	Redaction License (per named user)
Redaction License (per named user)	Redaction License (per named user)

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-347548 dated 18 Apr 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Skamania County to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	[] - No [] - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:


The pricing, terms, and conditions of quote Q-347548 dated 18 Apr 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Skamania County	
Signature:	
Name:	
Title:	
Date:	

COMMISSIONERS' AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	<u>David Waymire, Public Works</u> Department	 Signature
<u>AGENDA DATE</u>	<u>4/30/2024</u>	
<u>SUBJECT</u>	<u>FS-90 Repairs & Associated Maintenance Restoration</u>	
<u>ACTION REQUESTED</u>	<u>Approve Agreement</u>	

SUMMARY/BACKGROUND

The scope of work includes restoration of the Forest Service road network. Specifically, skin patching, sinkhole repair, and general maintenance on 4.13 miles of FS-90 from the junction of FS-25 & FS-90, to the intersection with Curly Creek Road.

FISCAL IMPACT

DNR is funding this project, no negative fiscal impact to the county is expected.

RECOMMENDATION

Approve Agreement

ATTACHMENTS

WORK ORDER NUMBER # GNA-WO-24-01 to CONTRACT # 93-100150

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number: **93-10015**

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

3. Contractor Information: Contractor: WA DNR
Contact Person: Sean Tran
Title: SW District Manager
Address: 1111 Washington St SE
Address: Olympia WA 98504
Phone: 1 (360) 688-6035

4. Brief description of purpose of the contract and County's contracted duties:

The scope of work includes restoration of the Forest Service road network. Specifically, skin patching, sinkhole repair, and general maintenance on 4.13 miles of FS-90 from the junction of FS-25 & FS-90, to the intersection with Curly Creek Road

5. Term of Contract: From: 5/1/2024 To: 10/3/2024

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. Amount Budgeted in Current Year: **\$ 37,064.92**
Amount Not Budgeted in Current Year: \$ Source: _____
Total Non-County Funds Committed: \$ Source: _____
Total County Funds Committed: \$
TOTAL FUNDS COMMITTED: **\$ 37,064.92**

8. County Contact Person: Name: David Waymire
Title: Public Works Director

9. Department Approval: 
Department Head or Elected Official Signature

10. Special Comments: _____

DNR Contract #: 93-100150



WORK ORDER NUMBER # GNA-WO-24-01 to CONTRACT #93-100150

PI: 6G3

Funding Source: Federal

Grant Funded: Yes No

OMWBE: Small Business Veteran Owned Not Applicable

Procurement method (Select one): Exempt

This Work Order is executed under the Washington State Department of Natural Resources (AGENCY/DNR) and Skamania County Public Works (COOPERATOR), Contract Number #93-100150 to identify specifications, deliverables, and provide for compensation of the completion of projects associated with carrying out the purpose and scope of the contract.

I. Project Title FS-90 Repairs & Associated Maintenance Restoration

II. Project Summary

The purpose of this Work Order is to specify the terms and conditions by which the COOPERATOR will provide, and DNR will reimburse for services and other expenses as outlined within.

Under the DNR's Good Neighbor Authority (GNA) agreement and associated Supplemental Project Agreement with the Gifford Pinchot National Forest (GPNF), Skamania County will support critical road repairs on a main thoroughfare within the GPNF through the direction of the Federal Lands Program. Work accomplished will benefit the GPNF, Skamania County, the DNR, and the general public by increasing public safety and protecting resources at risk through this critical work. The scope of work includes restoration of the Forest Service road network. Specifically, skin patching, sinkhole repair, and general maintenance on 4.13 miles of FS-90 from the junction of FS-25 & FS-90, to the intersection with Curly Creek Road, see attached map. This work will help reduce the risk of future delivery of road material to adjacent waterways.

DNR Contract #: 93-100150

III. Period of Performance

Subject to other provisions, the period of performance under this Work Order is from 5/1/2024, or date of execution, whichever is later, through 10/31/2024. During this time, Operations will begin and end periodically, determined by David Waymire Skamania County Public Works Director or his designée. The schedule of work will be dependent on the availability of Skamania County Public Works crew, and favorable weather conditions. Once the schedule of work has been determined, DNR representatives will be notified of project timeline.

IV. Project Details

COOPERATOR shall furnish the necessary personnel and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

TASK(S)
1. Acquire and transport all materials needed for restoration sites
2. Acquire, transport, and deliver additional materials needed for project site.
3. Provide traffic control for the duration of activities.
4. Skin patching 4.13 miles of FR 90
5. Remove unstable material beneath sinkhole, then fill and patch
6. Keep detailed record of number of holes patched & material applied. Provide a copy of record to DNR representatives upon completion.

V. Deliverables

The COOPERATOR shall produce the following written reports or other written documents (deliverables) by the dates indicated below.

DELIVERABLE	DEADLINE
1. Skin patching of 4.13 miles of FR 90	10/31/2024
2. Repaired sinkhole	10/31/2024
3. Detailed reporting of number of potholes patched, the amount and type of material applied or used for potholes & sinkhole	10/31/2024

All deliverables shall be submitted to the Project Manager by the date specified above.

DNR Contract #: 93-100150

VI. Project Manager

The following staff are responsible for the administration of this Work Order:

COOPERATOR	DNR
David Waymire Skamania County Public Works 170 Vancouver Ave, Stevenson, WA 98648 Stevenson, WA 98648 <i>Phone (office):</i> 1 (509) 427-3909 <i>Phone (cell):</i> 1 (541) 380-0634 <i>Email address:</i> davidw@co.skamania.wa.us	Sean Tran Department of Natural Resources 1111 Washington St SE Olympia WA 98504 <i>Phone:</i> 1 (360) 688-6035 <i>Email address:</i> sean.tran@dnr.wa.gov

VII. Budget, Compensation and Payment

The parties estimate that the cost of accomplishing the work will not exceed thirty-seven thousand sixty-four dollars and ninety-two cents (\$37,064.92). Payment for satisfactory work shall not exceed this amount unless the parties mutually agree to a higher amount in a Minor Change Order Form (Exhibit D) before beginning any work. Minor Change Order (MCO) shall not exceed \$5,000. Any required change that is greater than \$5,000 must be done through amendment to this work order.

ITEM	DESCRIPTION	BUDGET
COOPERATOR staff	Man hours	\$ 7,520.00
Expenses	Rock & asphalt	\$ 10,519.24
Equipment	Equipment hours	\$ 15,656.14
DIRECT SUBTOTAL		\$ 33,695.38
Agency Indirect	Skamania County Indirect Costs 10%	\$ 3,369.54
TOTAL (Direct +Indirect)		\$ 37,064.92
Minor Change Orders (MCO)	*On site authorized changes if needed*	\$ 5,000.00
TOTAL w/MCO		\$ 42,064.92

COOPERATOR shall submit invoices monthly during times of operation pertaining to this scope of work, and as outlined in the Billing Procedures and Payment Section of the contract.

Invoices shall be submitted to DNR's Project Manager as identified in contract reference number 93-100150.

DNR Contract #: 93-100150

Approval:

By signature below, the parties certify that the individuals listed in this document, as representatives of the parties, are authorized to act in their respective areas for matters related to this instrument.

IN WITNESS WHEREOF, the parties have executed this Work Order.

SKAMANIA COUNTY

STATE OF WASHINGTON
DEPARTMENT OF NATURAL
RESOURCES

_____ Signature	_____ Date
Asa Leckie _____ Name	
County Commissioner Chairman _____ Title	
240 NW Vancouver Ave. Stevenson, WA 98648 _____ Address	
509-427-3703 _____ Telephone	

_____ Signature	_____ Date
George Geissler _____ Name	
State Forester _____ Title	
1111 Washington St. SE Olympia, WA 98504 _____ Address	
360-902-1000 _____ Telephone	

Exhibit A - Skamania County Board Approval
DNR Contract #: 93-100150

IN WITNESS WHEREOF, the parties have executed this Work Order.

PASSED this _____ day of _____, 2024.



BOARD OF COUNTY COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON

Chairman

Commissioner

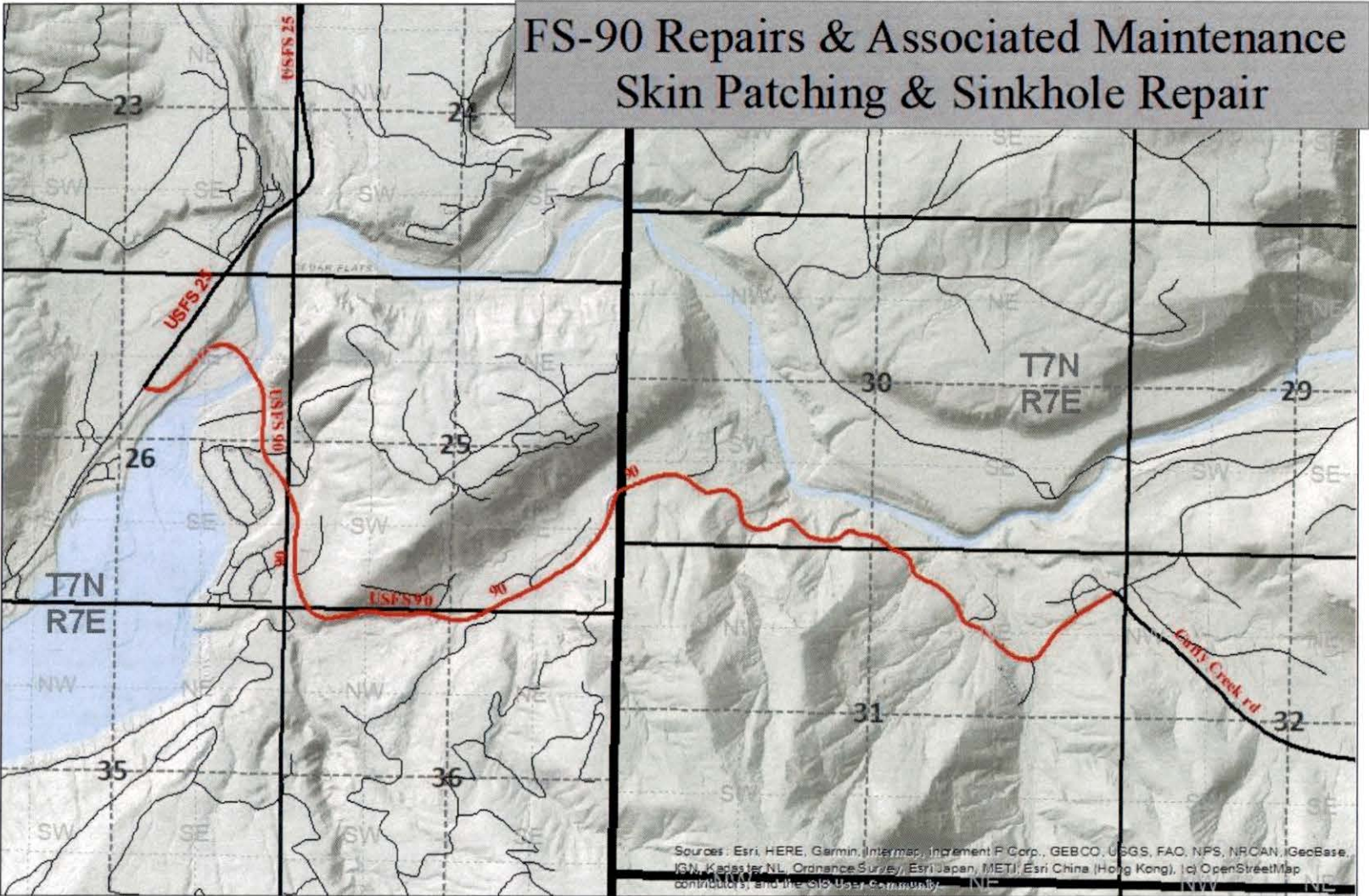
Commissioner

Attest:

Clerk of the Board

Approved as to form only:

Prosecuting Attorney



Legend

- FS-25
- Curly Creek
- Skin Patching & Sinkhole Repair
- Roads
- ▭ Townships
- ▭ Sections



MINOR CHANGE AUTHORIZATION FORM

STATE OF WASHINGTON
 DEPARTMENT OF NATURAL RESOURCES
 FEDERAL LANDS PROGRAM

PROJECT NAME: _____
 CONTRACT / WO NUMBER: _____
 CHANGE AUTHORIZATION NO: _____

Work to be performed: _____

Justification: _____

Item/Equipment:

ITEM/EQUIPMENT	UNITS	UNIT PRICE	COST
TOTAL			

With ____ days change in the contract completion date.

Original Completion Date: _____

New Completion Date: _____

The DNR hereby accepts the above proposal and authorizes the performance of the changes specified. The contract amount is adjusted as follows:

Original Contract Sum \$ _____

Previous Total \$ _____

Previous Additions \$ _____

This Change \$ _____

Previous Deductions \$ _____

New Total \$ _____

Signature: _____

CONTRACTOR NAME (print): _____

Date _____

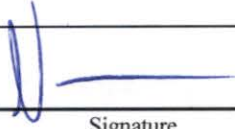
I certify that the above proposed contract change is necessary for the continuance of the project and that all costs have been verified and acceptance is recommended.

Signature: _____

PROJECT MANAGER NAME (print): _____

Date _____

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Public Works Department	
<u>AGENDA DATE</u>	4/30/2024	Signature
<u>SUBJECT</u>	<u>Contract for Fire systems maintenance</u>	
<u>ACTION REQUESTED</u>	Approve the contract as submitted	

SUMMARY/BACKGROUND

Skamania County Buildings and Grounds is responsible for the maintenance and upkeep of the fire suppression systems. This includes those systems within some County buildings as well as fire extinguishers throughout county-owned buildings and vehicles. We have been searching for a contractor certified and reliable to handle this task. The attached contract will take care of this issue.

FISCAL IMPACT

Buildings and Grounds has utilized its current expense funds to cover this however they have had to use multiple solutions. The overall cost will not impact the already approved current expense budget.

RECOMMENDATION

I would recommend the board approve this contract.

LIST ATTACHMENTS

Contract Facesheet
Contract

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number Q-08344-1

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

3. Contractor Information: Contractor: Performance Systems Integration
Contact Person: Serena Saechao
Title: Sales
Address: 7324 SW Durham Rd
Address: Portland, OR 97224
Phone: (855)723-3774

4. Brief description of the purpose of the contract and the County's contracted duties:

5. Term of Contract: From: April 30, 2024 To: April 29, 2027

6. Contract Award Process: (Check the 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) 39.34.030

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: \$0 Source: _____
Amount Not Budgeted in Current Year \$0
Total Non-County Funds Committed: \$0
Total County Funds Committed: \$0
TOTAL FUNDS COMMITTED: \$0

8. County Contact Person: Name: David Waymire
Title: Public Works Director

9. Department Approval: 
Department Head or Elected Official Signature

10. Special Comments: _____

Order #: Q-08334-1
 Start Date: 4/30/2024
 End Date: 4/29/2027
 Term MTHS: 36

Performance Systems Integration

Company Address can be found at:
<https://www.psintegrated.com/locations/>

Ship To
 Joe Kellie
 Skamania County
 PO BOX 1009
 Stevenson, WA 98648
 United States
 360-844-0005
 jkellie@co.skamania.wa.us

Bill To
 Skamania County
 PO BOX 1009
 Stevenson, WA 98648
 United States

Sales Person:
 Serena Saechao; serena.saechao@psintegrated.com

Note: If Devices outside of below mentioned counts are discovered during the inspection, further charges may apply. The device counts below:

Hegewald Rec Center Annual Mechanical Inspection

QTY	Product Family	Product Name	DESCRIPTION	DISC (%)	Total Price
2.00	Backflow	Annual Backflow Assembly Certification	Annual Backflow Assembly Certification		
1.00	Dry Sprinkler	Annual Dry Sprinkler Systems Test	Annual Dry Sprinkler Systems Test		
16.00	Portable Extinguishers	Fire Extinguisher Annual Certification	Fire Extinguisher Annual Certification		
1.00	Wet Sprinkler	Annual Wet Sprinkler System Test	Annual Wet Sprinkler System Test		
Hegewald Rec Center TOTAL:					\$978.69

Hegewald Rec Center Semi-Annual Inspection - Ansul System

QTY	Product Family	Product Name	DESCRIPTION	DISC (%)	Total Price
2.00	Suppression	Semi-Annual Hood Suppression Test (1 Hood)	Semi-Annual Hood Suppression Test (1 Hood, 1 test)		
Hegewald Rec Center TOTAL:					\$577.04

Skamania County Courthouse East Annex Building Annual Mechanical Inspection

QTY	Product Family	Product Name	DESCRIPTION	DISC (%)	Total Price
1.00	Backflow	Annual Backflow Assembly Certification	Annual Backflow Assembly Certification		
20.00	Portable Extinguishers	Fire Extinguisher Annual Certification	Fire Extinguisher Annual Certification		

QTY	Product Family	Product Name	DESCRIPTION	DISC (%)	Total Price
1.00	Wet Sprinkler	Annual Wet Sprinkler System Test	Annual Wet Sprinkler System Test		
Skamania County Courthouse East Annex Building TOTAL:					\$595.84

Skamania County Courthouse East Annex Building Annual Fire Extinguisher Inspection - Vehicles

QTY	Product Family	Product Name	DESCRIPTION	DISC (%)	Total Price
100.00	Portable Extinguishers	Fire Extinguisher Annual Certification	Fire Extinguisher Annual Certification		
Skamania County Courthouse East Annex Building TOTAL:					\$1,248.00

Jail and Justice Building Annual Mechanical Inspection

QTY	Product Family	Product Name	DESCRIPTION	DISC (%)	Total Price
2.00	Backflow	Annual Backflow Assembly Certification	Annual Backflow Assembly Certification		
1.00	Dry Sprinkler	Annual Dry Sprinkler Systems Test	Annual Dry Sprinkler Systems Test		
14.00	Portable Extinguishers	Fire Extinguisher Annual Certification	Fire Extinguisher Annual Certification		
1.00	Wet Sprinkler	Annual Wet Sprinkler System Test	Annual Wet Sprinkler System Test		
Jail and Justice Building TOTAL:					\$953.73

Waste Transfer Annual Fire Sprinkler Inspection

QTY	Product Family	Product Name	DESCRIPTION	DISC (%)	Total Price
1.00	Dry Sprinkler	Annual Dry Sprinkler Systems Test	Annual Dry Sprinkler Systems Test		
Waste Transfer TOTAL:					\$346.21

683 Building Annual Fire Extinguisher Inspection

QTY	Product Family	Product Name	DESCRIPTION	DISC (%)	Total Price
4.00	Portable Extinguishers	Fire Extinguisher Annual Certification	Fire Extinguisher Annual Certification		
683 Building TOTAL:					\$136.48

Fairgrounds Annual Fire Extinguisher Inspection

QTY	Product Family	Product Name	DESCRIPTION	DISC (%)	Total Price
15.00	Portable Extinguishers	Fire Extinguisher Annual Certification	Fire Extinguisher Annual Certification		
Fairgrounds TOTAL:					\$187.20

Road Shop D1, D2, D3

Annual Fire Extinguisher Inspection

QTY	Product Family	Product Name	DESCRIPTION	DISC (%)	Total Price
17.00	Portable Extinguishers	Fire Extinguisher Annual Certification	Fire Extinguisher Annual Certification		
Road Shop D1, D2, D3 TOTAL:					\$212.16

B&G Shop

Annual Fire Extinguisher Inspection

QTY	Product Family	Product Name	DESCRIPTION	DISC (%)	Total Price
15.00	Portable Extinguishers	Fire Extinguisher Annual Certification	Fire Extinguisher Annual Certification		
B&G Shop TOTAL:					\$187.20

WRBP

Annual Fire Extinguisher Inspection

QTY	Product Family	Product Name	DESCRIPTION	DISC (%)	Total Price
20.00	Portable Extinguishers	Fire Extinguisher Annual Certification	Fire Extinguisher Annual Certification		
WRBP TOTAL:					\$249.60

Quote Total: \$5,672.15

Services will be provided at the following location(s):Portland

PSI shall provide the service(s) indicated below and in accordance with the attached service agreement terms and conditions, work scope documents, and special provisions which form a part of this Agreement:

	Annual Fire Alarm System Inspection	Y	Annual Backflow Inspection
	Smoke Detector Sensitivity Testing		Annual Smoke Control System Insp
Y	Annual Sprinkler Inspection (Wet)		Annual Fire Pump Inspection
Y	Annual Sprinkler Inspection (Dry)		Annual Fire Hydrants
	Quarterly Sprinkler Inspection (Wet)		Emergency Services
	Quarterly Sprinkler Inspection (Dry)		Add Quarterly Dry
	Monthly Pump Run		Monthly Extinguisher
Y	Annual Fire Extinguisher Inspection		Special Provisions
Y	Semi-Annual Kitchen Hood Inspection		Annual FM200 System Inspection
	Semi Annual Wet Sprinkler		Emergency Responder Radio Coverage (DAS)

Labor Rates: Labor rates will be based on PSI's normal working hours and prevailing labor rates. Rates are subject to change.

Rates as of: 4/10/2024

Labor Rate Type	Current Rates	3-Year Agreement	5-Year Agreement
Standard Fire Alarm Service Rates	\$218.53/Hour	10% Discount	15% Discount
Overtime Fire Alarm Service Rates	\$327.80/Hour	10% Discount	15% Discount
Holiday (Double Time) FA Labor	\$437.06/Hour	10% Discount	15% Discount
Standard Sprinkler Service Rates	\$222.82/Hour	10% Discount	15% Discount
Overtime Sprinkler Service Rates	\$334.23/Hour	10% Discount	15% Discount
Holiday (Double Time) Sprinkler Labor	\$445.64/Hour	10% Discount	15% Discount
Material Discount	None- List Price	10% Discount	15% Discount

- A Vehicle Surcharge of \$95.00 (based on distance from locale PSI office) is applicable to all rates and is subject to change.
- A two-hour minimum applies to all regular time services.
- A three-hour minimum applies to all overtime services.
- Additional fees, surcharges, and taxes may apply.
- The value within this contract may be subject to change if inspection or service labor is governed by prevailing wage requirements which are not disclosed prior to, or at the time of signature.
- Additional charges may apply to hood fire suppression system services if cleaning is required.

Terms and Conditions:

DEFINITIONS

1. "CUSTOMER" is the owner of the property, occupant, management firm, or managing individual that has authority from the owner for the inspection, testing, and maintenance of the fire protection system.
2. "Equipment" means the equipment covered by the Services to be performed under this Agreement, and is identified in the respective work scope attachments under "Inspection Agreement Coverage and Frequencies".
3. "Services" means those services and obligations to be undertaken by PSIC, its subsidiary companies or authorized subcontractors, in support of CUSTOMER pursuant to this Agreement, as more fully detailed in the attached work scope document(s), which are incorporated herein.
4. "PSIC" includes Performance Systems Integration LLC, its subsidiary companies including Statcomm Inc. and any authorized subcontractors providing service to the CUSTOMER as part of this agreement.

COVERAGE

1. CUSTOMER agrees to provide access to all Equipment covered by this Agreement. PSIC will be free to start and stop all primary equipment incidental to the operation of the mechanical, and life safety system(s) as arranged with CUSTOMER's representative.
2. It is understood that the repair, replacement, and emergency service provisions apply only to the Equipment included in the attached Equipment List.
3. Repair or replacement of non-maintainable parts of the system such as, but not limited to, piping, unit cabinets, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, is not included under this Agreement. Costs to repair or replace such non-maintainable parts will be the sole responsibility of CUSTOMER.
4. PSIC will not reload software, nor make repairs or replacements necessitated by reason of negligence, vandalism, or misuse of the Equipment by persons other than PSIC or its employees, or caused by lightning, flood or water damage from any source, electrical storm, or other violent weather or by any other cause beyond PSIC control. This clause shall supersede and take precedent over any Emergency Service clause or provision contained elsewhere in this Agreement.
5. This Agreement assumes that the systems and/or Equipment included in the attached Equipment List are in maintainable condition. If repairs are necessary upon initial inspection, repair charges will be submitted for approval. Should these charges be declined, those non-maintainable items will be eliminated from coverage under this Agreement and the price adjusted accordingly. System equipment deemed to be no longer economically maintainable (obsolete) by PSIC will be identified throughout the term of this agreement and brought to the CUSTOMER's attention and may be removed from this specific Agreement or coverage type on the equipment identified may be reduced.
6. Maintenance, repairs, and replacement of Equipment parts and components are limited to restoring to proper working condition. PSIC shall not be obligated to provide replacement software, equipment, components and/or parts that represent a significant betterment or capital improvement to CUSTOMER'S system(s) hereunder.
7. All non-emergency services under this Agreement will be performed between the hours of 7:00 a.m. - 4:00 p.m. local time Monday through Friday, excluding federal holidays and normal PSIC observed Holidays. If for any reason CUSTOMER requests PSIC to furnish any labor or services outside of the above stated hours, any overtime or other additional expense occasioned thereby, shall be billed to and paid by CUSTOMER except as may be provided under the Emergency Service section or Special Provisions of this Agreement.
8. CUSTOMER will promptly notify PSIC of any malfunction in the system(s) or Equipment covered under this Agreement comes CUSTOMER's attention.

PRICE, BILLING, AND TERM

1. CUSTOMER shall pay or cause to be paid to PSIC the full price for the services as specified on the first page of this Agreement. PSIC shall submit annual invoices unless otherwise specified to CUSTOMER in advance for Services to be performed during the subsequent billing period, and payment shall be due within thirty (30) days of the Invoice Date. Payments for Services past ten (10) days shall accrue interest from the due date to the date of payment at a rate of one and one-half percent (1.5%) per month, compounded monthly, or the highest legal rate then allowed. CUSTOMER shall pay all attorney and/or collection fees incurred by PSIC in collecting any past due amounts. All agreements are subject to a 4% price increase annually. Following the initial term of this Agreement as noted on Page 1 of this Agreement and titled, "Term of Agreement", this Agreement will automatically renew for successive one (1) year periods unless canceled prior to the anniversary date with at least a thirty (30) day written notice issued by the CUSTOMER. Agreements that are automatically renewed beyond the initial term may be subject to a minimum price increase of 4% of the change in PPI index from contract execution at the discretion of PSIC.
2. PSIC may adjust the annual price of this Agreement periodically during the term of this Agreement (either up or down), and CUSTOMER agrees to pay for this negotiated increase or decrease in scope of services to the main Agreement between the CUSTOMER and PSIC, if additional systems and equipment are added or deleted to the scope of this Agreement.
3. CUSTOMER agrees to pay any sales, excise, use or other taxes, now or hereafter levied, which PSIC may be required to pay or collect in connection with this Agreement.
4. CANCELLATION FEE: PSI is committed to providing an exceptional customer experience, and we understand that rescheduling is something necessary. If you need to reschedule your inspection, a 72 -hr cancellation notice is required prior to the scheduled appointment time. Cancellations with less than a 72-hr notice will result in a cancellation fee of \$250 or 50% of the scheduled service value, whichever is lower.
5. This agreement shall begin on the day the CUSTOMER signs this agreement and continue for 3 years or until this agreement is legally terminated by either party within the terms of this agreement. Following the initial term of this Agreement, this Agreement will automatically renew for successive one (1) year periods unless canceled prior to the anniversary date with at least a thirty (30) day written notice issued by the CUSTOMER.

TERMINATION

1. CUSTOMER may terminate an Agreement for cause after giving PSIC thirty (30) days advance written notice. For service agreements billed quarterly, ninety (90) days advance written notice will be required.
2. PSIC may terminate this Agreement for cause (including, but not limited to, CUSTOMER'S failure to make payments as agreed herein) after giving CUSTOMER thirty (30) days advance written notice. For service agreements billed quarterly, ninety (90) days advance written notice will be required.

GENERAL TERMS AND CONDITIONS

1. Assignment and Delegation: CUSTOMER may not assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of PSIC. PSIC may assign its rights to receive payment to a third party.
2. CUSTOMER shall be responsible for maintaining all liability and property insurance. No insurer or other third party will have any subrogation rights against PSIC.
3. Hazardous Materials: CUSTOMER represents and warrants that, except as otherwise disclosed in this in the areas where PSIC will undertake work or provide Services, there are no : (a) materials or substances classified as toxic or hazardous either (i) on or within the walls, floors, ceilings or other structural components or (ii) otherwise located in the work area, including asbestos or presumed asbestos- containing materials, formaldehyde, containers or pipelines containing petroleum products or hazardous substances, etc; (b) situations subject to special precautions or equipment required by federal, state or local health or safety regulations; or (c) unsafe working conditions.
4. CUSTOMER SHALL INDEMNIFY AND HOLD PSIC HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND COSTS OF WHATEVER NATURE, INCLUDING BUT NOT LIMITED TO, CONSULTANTS' AND ATTORNEYS' FEES, DAMAGES FOR BODILY INJURY AND PROPERTY DAMAGE, FINES, PENALTIES, CLEANUP COSTS AND COSTS ASSOCIATED WITH DELAY OR WORK STOPPAGE, THAT IN ANY WAY RESULTS FROM OR ARISES UNDER SUCH MATERIALS, SITUATIONS OR CONDITIONS, REGARDLESS OF WHETHER CUSTOMER HAS PRE-NOTIFIED PSIC. THIS INDEMNIFICATION SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR WHATEVER REASON.
5. Warranties and Limitation of Liability: PSIC will replace or repair any product PSIC provides, or CUSTOMER procures under this Agreement that fails within the warranty period (Typically one-year) due to defective workmanship or materials. The failure must not result from CUSTOMER's negligence; or from fire, lightning, water damage, or any other cause beyond PSIC control. This warranty applies to PSIC fabricated and outside-purchased products. The warranty effective date is the date of CUSTOMER acceptance of the product, or the date CUSTOMER begins to receive beneficial use of the product, whichever comes first.
6. THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE, AND PSIC EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES, EQUIPMENT, AND MATERIALS PROVIDED HEREUNDER. PSIC SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM, OR RELATING TO, THIS LIMITED WARRANTY OR ITS BREACH.
7. PSIC shall not be liable for damages caused by delay or interruption in Services due to fire or flood; corrosive substances in the air or water supply that may enter or otherwise affect sprinkler piping and sprinkler systems including but not limited to biological growth, Calcium Carbonate Deposits and microbiologically influenced corrosion (MIC); strike, lockout, dispute with workmen, inability to obtain material or services, marine transportation issues, war, acts of God or any other cause beyond PSIC reasonable control. Should any part of the system or any Equipment be damaged by fire, water, water leakage, freezing pipes, lightning, acts of God, third parties or any other cause beyond the control of PSIC, any repairs or replacement shall be paid for by CUSTOMER.
8. Indemnity and Limitation of Liability: PSIC agrees to indemnify and hold CUSTOMER and its agents and employees harmless from all claims for bodily injury and property damages to the extent such claims result from or arise under PSIC negligent actions or willful misconduct in its performance of the Services. PROVIDED, THAT NOTHING IN THIS ARTICLE SHALL BE CONSTRUED OR UNDERSTOOD TO ALTER THE LIMITATIONS OF LIABILITY CONTAINED IN THIS ARTICLE OR THE INDEMNIFICATION CONTAINED IN SECTION 4, IN NO EVENT SHALL PSIC BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, SPECULATIVE, REMOTE, OR CONSEQUENTIAL DAMAGES ARISING FROM, RELATING TO, OR CONNECTED WITH THE SERVICES, EQUIPMENT, MATERIALS, OR ANY GOODS PROVIDED HEREUNDER. SUCH INDEMNITY OBLIGATION IS VALID ONLY TO THE EXTENT CUSTOMER GIVES PSIC REASONABLY PROMPT NOTICE IN WRITING OF ANY SUCH CLAIMS AND PERMITS PSIC, THROUGH COUNSEL OF ITS CHOICE, TO ANSWER THE CLAIMS AND DEFEND ANY RELATED SUIT.
9. The parties further agree that PSIC is not an insurer; that the Services purchased herein is designed only to reduce the risk of loss; that CUSTOMER chose the level and scope of services being provided by PSIC from a variety of service options; that PSIC will not be held liable for any loss, in tort or otherwise, which may arise from the failure of the system(s) and/or service(s) or any errors and omissions in the above referenced specifications. The parties further agree that this Agreement shall not confer any rights on the part of any person or entity not a party hereto, whether as a third-party beneficiary or otherwise.
10. BECAUSE IT IS IMPOSSIBLE TO ASSESS ACTUAL DAMAGES ARISING FROM THE FAILURE OF A SYSTEM AND/OR SERVICE PROVIDED UNDER THIS AGREEMENT, THE PARTIES AGREE THAT IF ANY LIABILITY IS IMPOSED ON PSIC FOR DAMAGES OR PERSONAL INJURY TO EITHER CUSTOMER OR ANY THIRD PARTY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT NOT TO EXCEED THE AMOUNT OF THE ANNUAL SERVICE CHARGE OF THIS AGREEMENT.

MISCELLANEOUS

1. Extent of Agreement: Except as and to the extent provided in the Contract, this agreement represents the entire Agreement between CUSTOMER and PSIC for the Services described herein and supersedes all prior negotiations, representations or Agreements between the Parties related to the Services described herein.
2. None of the provisions of this Agreement shall be modified, altered, changed, or voided by any subsequent document unilaterally issued by CUSTOMER that relates to the subject matter of this Agreement. This Agreement may be amended only by written instrument signed by both Parties.
3. PSIC shall not be liable for any delay in producing, delivering, installing, or giving advice and technical assistance for any of the equipment or software covered hereunder if such delay shall be due to one or more of the following causes: fire, strike, lockout, dispute with workmen, flood, lightning, accident, delay in transportation, shortage of fuel, inability to obtain material, war, embargo, demand or requirement of the United States or any governmental or war activity, or any other cause whatsoever beyond the reasonable control of PSIC. In addition, PSIC shall not be liable for any delays caused by failure of CUSTOMER, or its agent, or any person or entity not a party hereto, to perform any of its obligations in a timely manner.

DISPUTE RESOLUTION

1.This Agreement shall be deemed to be made in Multnomah County, Oregon, regardless of the location of any office or representative of CUSTOMER, or the location of the equipment, or the place of signing by any party. This Agreement will be governed by Oregon law. The venue for any claim arising under this Agreement shall be in Multnomah County, Oregon.

2.In the event of a dispute regarding the interpretation or enforcement of this Agreement which results in litigation, the prevailing party shall have its attorney's fees and costs paid by the losing party.

INSPECTION REPORTS

PSI will furnish a report certifying that the inspection has been completed and documenting any deficiencies found which may require corrective action. A proposal to correct will be provided prior to commencement of repair or replacement. In order to save time and cost for return trip charges, you may pre-authorize a certain value for any discrepancy repair or replacement, please indicate below:

Pre-authorized discrepancy repair or replacement amount: \$ _____ Customer Initials: _____

Billing Information

Billing Information:

AP Contact Name: Shelley Newman

AP Contact Email: Snewman@CO-SkaMania.Wa.US

Invoice Email: _____

Billing Address: PO. Box 1009

Billing Address (Cont'd): Stevenson, WA 98048

PO Number (If required by Customer): _____

Please sign and email to Serena Saechao at serena.saechao@psintegrated.com

Signature: _____

Effective Date: ____/____/____

Name (Print): _____

Title: _____

THANK YOU FOR YOUR BUSINESS!

Dated this _____ day of _____ 2024.

ATTEST:

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

Asa Leckie, Chair

Richard Mahar, Commissioner

Lisa Sackos, Clerk of the Board


T.W. Lannen, 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>	Public Works _____	 _____ Signature
<u>AGENDA DATE</u>	Department April 30, 2024 _____	
<u>SUBJECT</u>	<u>Long-Term Lease</u>	
<u>ACTION REQUESTED</u>	Approve <u>Long-Term Lease for Feng Ye LLC</u>	

SUMMARY/BACKGROUND

Skamania County Code 2.56.070 directs that proposed long-term leases shall be presented to the Board of County Commissioners in a regular business meeting, for preliminary acceptance of the rental agreement. If the Board accepts the rental agreement, a notice of the agreement shall be posted in the paper of record and complete terms of the agreement shall be posted on the county's website for thirty days. If no competing offer is made, the preliminary agreement shall become final after the thirty-day notice period.

Feng Ye LLC has negotiated the terms of the ten-year lease with 2 automatic 5-year extension options for the processing center building located at 1111 Hemlock Road for their business.

Full terms were posted on the County's website for 30 days and advertised in the Skamania County Pioneer on April 3rd and 10th. The 30 day waiting period ended on April 25, 2024 with no competing offer made.

FISCAL IMPACT

Lease payments monthly to the county in accordance with the Lease Payment Schedule. This will be an increased revenue.

RECOMMENDATION

I recommend approving the lease as presented.

LIST ATTACHMENTS

Lease
Contract Facesheet

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number

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

3. Contractor Information: Contractor: Feng Ye LLC
Contact Person: Jimmy Huang
Title: Owner
Address: 9326 Neppel Rd NE
Address: Moses Lake, WA 98837-7514
Phone:

4. Brief description of the purpose of the contract and the County's contracted duties:
Lease agreement for properties at the Wind River Business Park

5. Term of Contract: From: May 1, 2024 To: April 30, 2034

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)

This is a lease agreement for Wind River Business Park property

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 FY 2023 Year: \$
Amount Not Budgeted in Current Year: \$
Total Non-County Funds Committed: \$
Total County Funds Committed: \$
TOTAL FUNDS COMMITTED: \$

8. County Contact Person: Name: David Waymire
Title: Public Works Director

9. Department Approval: 
Department Head or Elected Official Signature

10. Special Comments: _____

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LEASE AGREEMENT

This agreement is entered into this 1st day of May 2024 by and between **Skamania County**, a municipal corporation organized under the laws of the State of Washington, herein referred to as "Lessor," and Feng Ye LLC a Washington Limited Liability Corporation, herein referred to as "Lessee."

Recitals

1. Lessor is the owner of the real property, **1111 Hemlock Road, Wind River Business Park**, in Stabler Washington.
2. Lessee desires to lease approximately 35,000 square feet of the building known as the Processing Center and use of shared outdoor space and driveway including the loading dock as shown in Exhibit A, hereinafter referred to as the "Premises", for the purposes of growing Hemp; producing CBD and CBG products.
3. Except as provided in Section 8, Paragraph 1, Lessee shall pay for all costs associated with the Premises as necessary to make it suitable for conducting and operating the specific type of business for which the Premises are leased. Such costs shall include but are not necessarily limited to, all applicable taxes, fees, licenses, permits, approvals, and inspections associated with any such work and the operation of the specific type of business for which the Premises are leased. Lessee shall comply with all local, state, and federal codes and regulations for such work, and hold Lessor harmless.
4. For the foregoing reasons, the parties desire to enter into a lease agreement defining their respective rights, duties, and liabilities with respect to the Premises.

In consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION ONE **Subject and Purpose**

1. Lessor leases to Lessee approximately 35,000 square feet of usable space shown in Exhibit A for Lessee's use for the initial purpose of growing Marijuana and Hemp; producing CBD, CBG, Marijuana, and other Hemp related products, and performing such services in connection therewith as are usually and customarily connected with and incidental business operations, and for which the Premises are hereby leased, subject to the recitals, terms and conditions herein, the breach of which shall result in a reversion to Skamania County of all rights, title and interest in and to the Premises.
2. If the Lessee's use of the Premises is at any time prohibited by law or governmental regulation this lease shall immediately terminate and Lessee and Lessor shall have no

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further obligations to one another, except that Lessee shall continue to pay rent on a pro-rata basis until Lessee removes all of its equipment, machinery, fixtures, inventory and other personal property from the Premises. The parties recognize that possession, cultivation, and production of cannabis products are prohibited by federal law, contrary to Washington State statutes that expressly permit such operations. However, federal authorities have expressed their intention to resolve the conflict in favor of declining to enforce federal regulations, provided the cannabis operations do not promote organized crime, consumption of the product by underage users, and other conditions. The Lessor finds the Lessee intends to comply with the federal mandates. Notwithstanding, if at any time the conflict between state and federal law frustrates the Lessor's ability to operate normally, which is evidenced by written notices or formal letters issued by the relevant federal agency, the Lessor and Lessee may negotiate in good faith to terminate the lease.

3. In connection with its use of the Premises, Lessee shall at all times:
 - a. As outlined in Section One, Paragraph 2, above, conform to all applicable laws and regulations of any public authority affecting the Premises and their use, and correct at Lessee's own expense any failure of compliance created through Lessee's fault or by reason of Lessee's use. Lessee shall not otherwise be required to make expenditures to comply with any laws and regulations, nor shall Lessee be required to make any structural changes to affect such compliance unless such changes are required because of Lessee's specific use.
 - b. Refrain from any activity that would make it impossible to insure the Premises against a casualty or that would increase the insurance rate unless the Lessee pays the additional cost of the insurance.
 - c. Except for herein provided approved uses, refrain from any use that would be reasonably offensive to neighboring tenants or neighbors, or that would tend to create a nuisance, or damage the reputation of the Premises, including refraining from using any products or taking any actions that would create a smell or odor lasting longer than 24 hours that would be offensive, or cause illness or injury to other tenants or neighbors within a one-quarter (1/4) mile radius of the building on the Premises. The lessor recognizes there will be some odor with the proposed uses and only expects the lessee to take reasonable action to mitigate this odor. Lessee agrees to stay within USEPA Health and Safety Standards for all products used in the course of conducting business. In the event Lessee is notified of a violation or potential violation of this Paragraph 3.c., Lessee shall have sixty (60) days to cure the problem. Lessee agrees to provide Lessor with copies of complaints or notices relating to this term within five (5) business days after receipt via email or fax. Lessor agrees to provide Lessee copies of complaints made to Lessor within five (5) business days after receipt via email or fax. The Lessor shall further have the

discretion and authority to require additional/ongoing testing and filtration modifications with notice to the Lessee and a reasonable opportunity to cure as provided above, even if more restrictive than Washington State Liquor and Cannabis Board requirements or other state or federal rules or regulations in this area. No portion of the requirements of Lessee by Lessor stated herein, nor their results shall constitute grounds for breach of this lease. Notwithstanding the foregoing, the restriction set forth in this section does not apply to the smell or odor resulted from the nature of herein-approved uses such marijuana and hemp related products on the Premises, provided that the Lessee shall take reasonable action to mitigate such smell or odor if it becomes unreasonable offensive or creates a nuisance to neighboring tenants or neighbors.

- d. Refrain from loading the floors beyond the designed loading, the point considered safe by a competent engineer or architect selected by Lessor. If Lessor deems such inspection necessary by virtue of Lessee's use or intended use, Lessee shall bear the cost of the inspection.
- e. Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof, etc., of the Premises without the prior written consent of Lessor.
- f. Comply with any reasonable rules respecting the use of the Premises promulgated by Lessor from time to time and communicated to Lessee in writing.
- g. Refrain from smoking in the Premises as it is a publicly owned facility and is therefore a no-smoking facility and is subject to the Washington Smoking in Public Places Act, RCW 70.160. Creating any outside smoking area (location/size) shall be done so with the full prior approval of the Lessor and shall comply with that Act.
- h. Refrain from any residential use of the Premises.
- i. Restrict use of the Premises parking lot to those activities normally performed in connection with the purposes for which the Premises are being leased.
- j. Restrict use of the premises to those activities normally performed in connection with the purposes for which the Premises are being leased.

SECTION TWO
Terms and Conditions

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1. The term of this lease agreement shall begin on May 1, 2024, and end on April 30, 2034, for ten (10) years. After the initial 10 years, each party may mutually agree on up to two 5-year extensions, unless sooner terminated or extended by the terms of this agreement.
2. For the use and occupancy of the Premises, Lessee shall pay Lessor the rental sum in the amount of twenty-five thousand dollars (\$25,000.00) per month plus Washington State Leasehold Excise Tax (currently 12.84%). Payments will be due in advance without demand on the 1st day of each calendar month, to Lessor except for the first three months of the lease term. The lessor agrees to a base rental rate of \$1000 per month for April, May, and June of 2024 with the Leasehold Excise Tax included. Rent is payable to Skamania County Treasurer, P.O. Box 1009 Stevenson WA 98648.
 - a. Lessee acknowledges and agrees that the Premises is reduced by 2770 square feet occupied by Gorge Greens a DBA of Recircular LLC. This area is currently leased for a total payment of \$980.53 monthly. Upon execution of this contract, this lease will be terminated, and Gorge Greens understand they must sublease this directly with Feng Ye LLC. If there are any issues with the lessee working this out directly with Gorge Greens the Lessor will handle all eviction proceedings and compensate the Lessee by reducing the rent by one thousand (\$1,000) per month. This credit shall cease when the area is returned to Lessee after Gorge Greens vacate it.
 - b. Upon the potential vacancy of the SARS building the lessee agrees to lease the space vacated and pay an additional two thousand (\$2000) per month for the entire SARS building plus Washington State Leasehold Excise Tax.
3. The Lessee shall pay for all costs associated with the Premises as necessary for conducting a business for which the Premises are leased. Such costs shall include, but are not necessarily limited to, all necessary taxes, permits, approvals, and inspections associated with any such work. Lessee shall comply with all local, state, and federal codes and regulations for such work, and hold Lessor harmless.
4. If Lessee shall have completely and timely fulfilled each and every term and condition hereof and is not in default, this lease shall renew as set forth in the aforementioned paragraph 1 with automatic lease rate increases set forth in paragraph 6, below. The terms and conditions of the lease for the renewal term shall be identical with the original lease except for rent; PROVIDED, HOWEVER, the terms and conditions shall be further subject to changes in the laws and regulations pertaining to imposition and amount of the

Leasehold Excise Tax and to other laws and regulations pertaining to the leasing of public property to private entities.

5. If either party decides not to renew this Lease after its initial term or any renewal term, the party choosing not to renew the Lease shall notify the other party in writing, delivered to the recipient party not less than sixty (60) days prior to the last day of the expiring term.

Rent shall be increased annually (or unchanged in the event of a negative change) starting in 2026 on January 1st of each year a percentage equal to any positive annual percentage change in the Consumer Price Index for Urban Wage Earners most recently published by the Bureau of Labor Statistics of the United States. In the event of a negative CPI-U change, the Base Rent shall adjust only when the CPI-U increases above the year just prior to the first year in which there was a CPI-U decrease, and then only to the extent of that change. In no event will the Base Rent decrease. All lease rates will be plus Washington State Leasehold Excise Tax as established by RCW 82.29A, due and payable on or before the first day of each month, in advance, without demand.

SECTION THREE

Late Charges and Interest on Past Due Sums

1. If Lessee shall fail to pay all or any part of an installment of rent within ten (10) days of the due date, Lessee shall, in order to cure Lessee's default hereunder, pay to Lessor liquidated damages equal to five percent (5%) of the amount not timely paid. Acceptance of late payment and liquidated damages as set out herein shall not be deemed a waiver by Lessor of Lessee's obligation to pay rent on time, nor shall it be considered a waiver of Lessor's right to pursue other remedies provided herein or by law.
2. Any sums past due from Lessee to Lessor hereunder, including liquidated damages, shall bear interest at the rate of one percent (1%) per month.

SECTION FOUR

Security Deposit

Lessee will deposit with Lessor a deposit in the amount of fifty thousand dollars (\$50,000), payable at time of lease which shall become the property of the Lessor and held by Lessor for the full term plus any extensions of this Lease, plus thirty (30) days, as security for the full and timely performance by Lessee of the terms and conditions herein, for the repair of any damages to the Premises caused by Lessee apart from normal wear and tear, and for the payment of any sums due Lessor for a breach of this Lease. The rights of Lessor against Lessee for a breach of this Lease shall in no way be limited or restricted by this security deposit, but Lessor shall have

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the absolute right to pursue any available remedy to protect its interest herein, as if this security deposit had not been made. The deposit shall be returned to lessee within thirty (30) days following the expiration of this Lease provided all terms of this lease shall have been fully performed by the Lessee. In the event of a default by Lessee hereunder, Lessor, at its sole option, shall have the right, in addition to remedies upon default set forth herein: (1) to apply all or any portion of the deposit to sums owing under this lease and, at its option, to simultaneously pursue its remedies on the default set forth herein to cure such default, in which event Lessee shall be obligated to promptly deposit with Lessor the amount necessary to restore the deposit to its full amount, or (3) to terminate this lease and retain the security deposit as liquidated damages. Should the demised Premises be sold, Lessor may transfer or deliver the security deposit to the purchaser of the interest, and Lessor shall then be discharged from any further liability to Lessee with respect to the security deposit.

SECTION FIVE

Inspection

Lessee is leasing the Premises "as is" and Lessor makes no representation or warranties except as to title as set forth herein. Without limiting the generality of the foregoing, Lessee may conduct its own independent inspection within ten (10) business days upon commencement of the lease respecting the Premises ("Inspection Period") and will be relying entirely thereon and on the advice of any consultant Lessee may retain. Lessee may not rely upon any representation of any party, whether or not such party purports to act on behalf of Lessor unless the representation is expressly set forth herein or in a subsequent document executed by Lessor. All representations, warranties, understandings, and agreements between Lessee and Lessor are merged herein.

If Lessee disapproves of the inspection results and proposes repairs to the Premises or modifications to this Lease, the parties shall negotiate in good faith. If the parties are not able to develop an agreeable resolution either party may terminate the Lease. The security deposit and the rent, if paid, shall be refunded to the Lessee within thirty (30) business days after the termination of the Lease in writing.

If Lessee gives no notices of disapproval within the Inspection Period, Lessee's right to terminate the Lease under this section shall conclusively be deemed waived. Furthermore, Lessee agrees to waive the inspection of the fire suppression system on the Premises, which shall not be used as disapproval of the inspection. However, Lessor shall be responsible for installing and maintaining the fire suppression system if Lessee is required by the County Fire Marshall. For the purpose of this Lease, the fire suppression system means any and all components that are required by applicable laws to suppress fires in commercial buildings, which includes but is not limited to, sprinkler systems, smoke detectors, and heat detectors.

SECTION SIX

Taxes

Lessee shall timely pay to the Lessor all Leasehold Excise Tax due the State of Washington that may be imposed on, or arise in, connection with the use of the Premises, or any part thereof, during the lease term. The intention of the parties is the rent herein is net rental to Lessor, and Lessor shall receive the same free from all Leasehold Excise Tax and any other tax obligation.

SECTION SEVEN

Utilities

Lessee shall bear responsibility for utility services including but not limited to refuse, telephone, telecommunications, water, sewer and electric. Lessor will credit the Lessee \$350 each month toward utilities paid by shared tenants of the Processing Center Complex. (\$350 from Wind River Biomass Utility Micro Greens division). Upon the assumption of terms set forth in Section Two Terms and Conditions, Paragraph 2a and Paragraph 2b should occur the credit will cease. Lessee shall pay Lessor as additional rent \$500 flat sewer & water fee per month until those services can be metered, and rates are established. Lessee warrants to promptly pay and hold Lessor harmless for the costs of all such utility services and to maintain at all times sufficient heat, and ventilation to preserve the premises against damage from the elements. Applications and connections for NEW utility services above shall be made in the name of the Lessee only, and Lessee shall be solely liable for such utility charges as they become due.

SECTION EIGHT

Maintenance and Repairs

1. Unless provided otherwise in Section 5 Inspection, the Lessee shall, at all times during the term of the Lease and at its own cost and expense, provide all maintenance and repair, maintaining, in good order and condition, the Premises, and any and all improvements, additions and alterations thereto, located on the Premises; provided however, that Lessor shall be responsible for repairing and replacing the roof, foundation and major structural components of the Premises, unless the use, conduct or activities of Lessee caused the problem that necessitated the repair or replacement work. Lessee maintenance and repair responsibilities shall extend to the landscaped areas, the parking areas, and the shipping and receiving areas adjacent to the Premises where Lessee shall also keep such areas in a clean and orderly manner. Specifically, Lessee shall keep the Premises free of debris. Lessee shall be responsible for snow removal. Lessee shall use all reasonable precautions to prevent waste, damage, or injury to the Premises. If Lessee fails to repair any substandard condition after written notice by Lessor, Lessor may do so and assess the cost of repair to Lessee.

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2. Upon expiration or termination of this Lease, Lessee shall surrender the Premises to Lessor in good order and condition, subject to depreciation, ordinary wear and tear, and damage by fire or other casualty. All repairs for which Lessee is responsible shall be completed by the date of surrender. Lessee shall remove all of its equipment, machinery, fixtures, and other personal property that remain its property by the date of surrender.
3. Lessee shall be fully responsible for all janitorial services and any such related costs for the Premises and shall maintain the premises in a clean condition.

SECTION NINE
Insurance/Casualty to Premises

1. Lessor shall at all times obtain and maintain a policy of fire insurance on any and all buildings and improvements of which the Premises are a part, including all alterations and additions thereto.
2. Any and all personal property, vehicles, equipment or fixtures of the Lessee and others shall be on the Premises at the sole risk of Lessee, and Lessee shall bear all costs associated with any damage to such property, and insurance for such property.
3. Lessor shall have no liability or responsibility whatsoever with respect to the conduct and operation of the Lessee's business on the Premises. Lessor shall not be liable for any accident or injury to any person or property in or about the Premises that is caused by the conduct or operation of said business or by virtue of equipment or property of Lessee on said premises. Lessee agrees to defend and hold Lessor harmless against any and all such claims.
 - a. Lessee shall indemnify and save Lessor harmless from and against any and all losses, costs (including attorney fees), damages, expenses, liabilities (including statutory liability), and claims for damages as a result of injury or death of any person or damage to any property that arise from or in any manner grow out of any act or neglect on or about the leased Premises by Lessee, Lessee's partners, agents, employees, customers, invitees, contractors or subcontracts or any other persons or property present on or about the Premises arising from Lessee's occupation of the Premises.

- b. Lessee shall maintain general liability insurance covering bodily injury liability and wrongful death, personal injury liability, and property damage liability for all operations and activities on the Premises. Such insurance shall be in the amount of at least \$2,000,000 combined single limit of liability, or such greater sums as Lessor may reasonably require. Lessee's insurance policy shall be primary and noncontributory. The Lessor shall be named as additional insured. Lessee shall provide proof of insurance by a certificate of insurance evidencing the above coverage and the Lessor added as an additional insured prior to taking possession of the Premises and shall maintain that insurance coverage at all times under this lease and any extension thereof.
 - c. All insurance provided by Lessee as required by this section shall ensure performance by Lessee of the indemnity provisions hereof, including all environmental obligations set forth herein.
4. Lessee shall provide and keep in force other insurance in amounts that may from time to time be reasonably required against other such insurable hazards as are commonly insured against for the type of business activity that Lessee will conduct.
 5. In the event fire or other casualty causes damage to the Premises, Lessor shall restore any damaged portion of the Premises as soon as practicable to substantially restore its condition immediately before the casualty. Rent shall be abated during the period of restoration to the extent the buildings and Premises are not reasonably usable by Lessee. If the casualty was caused by Lessee's negligence or failure to comply with the terms of this Lease rent abatement may not be granted. Insurance proceeds pertaining to the buildings and improvements shall be applied to the costs of such restoration and repair. If the damage to the Premises exceeds fifty percent (50%) of its replacement cost, the parties shall negotiate in good faith to determine whether either party may elect to terminate this lease. If the Lease is terminated, Lessor shall retain the proceeds of any such loss and in that event, Lessee shall receive no compensation for early lease termination or relocation costs.
 6. Lessor and Lessee waive rights each may have against the other on account of any loss or damage occasioned to Lessor or Lessee, as the case may be, their respective property, the Premises or its contents or to other portions of the Premises arising from any liability loss, damage or injury caused by fire or other casualty for which property insurance is carried or required to be carried pursuant to this lease. Each of the parties hereto, on behalf of their respective insurance companies insuring the property of either Lessor or Lessee against any such loss, to the extent of any recovery under such insurance, waives any right of subrogation that it may have against the other. Each waiver shall be expressly included in and shall comply with the requirements of the

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respective insurance policies. Should either or both of the respective insurance companies assess a charge for such waiver, each party shall pay only for the charge assessed by its respective insurer.

SECTION TEN
Unlawful or Dangerous Activity

Lessee shall neither use nor occupy the Premises, nor any part thereof, for any unlawful, disreputable, or ultra-hazardous purpose, nor shall Lessee operate or conduct its business in a manner constituting a nuisance of any kind. Upon Lessee's discovery of any unlawful, disreputable, or ultra-hazardous use, Lessee shall immediately take action to halt such activities.

Lessee will not do or permit anything to be done on the Premises, or bring or keep anything therein, which shall in any way increase the rate of fire or other insurance on the building, or on the property kept therein, or endanger, obstruct or interfere with the rights of other tenants, or conflict with the fire laws or regulations or with any insurance policy upon the building or any part thereof, or with any statutes, rules, or regulations enacted or established by any governmental authority.

SECTION ELEVEN
Indemnity

Lessee shall indemnify Lessor and the Port of Skamania County, their employees, officials, agents, representatives and elected officials, against all expenses, liabilities, actions and claims of every kind, including reasonable attorney fees, made by or on behalf of any person or entity arising out of either: (1) a failure by Lessee to perform any of the terms or conditions of this lease; (2) any injury or damage to persons or property happening on or about the Premises or caused, directly or indirectly, from Lessee's operations; (3) a failure of Lessee to comply with any law of any governmental authority; or (4) any mechanic's lien or security interest filed against the Premises or any buildings or improvements thereon as a result of Lessee's activities.

SECTION TWELVE
Default or Breach

Each of the following events shall constitute a default or breach of this Lease by Lessee:

1. If Lessee shall fail to pay rent or any other sum due hereunder when the same shall become due.
2. If Lessee shall fail to perform or comply with any of the conditions of this Lease and if the nonperformance shall continue for a period of thirty (30) days unanswered after notice thereof by Lessor to Lessee or, if the performance cannot be reasonably had within the

thirty (30) day period, Lessee shall not in good faith have commenced performance within the 30 days and shall not diligently proceed to completion of performance, provided that the nonperformance is solely due to Lessee's inaction without reasonable reliance on relevant third parties. However, no such notice shall be required if a similar notice was given within the previous six (6) months.

3. If Lessee shall abandon the demised Premises. However, Lessor's acceptance of Lessee's abandonment shall not relieve Lessee of its obligation to pay rent for the remainder of the term.
4. If this Lease or the estate of Lessee hereunder shall be transferred to or shall pass to or devolve to any other person or party, except in the manner herein permitted, including the imposition of or suffering any mechanics, material, or other liens against the property.

SECTION THIRTEEN
Effect of Default/Remedies

In the event of any default hereunder, Lessor shall have an immediate right to pursue the following remedies in addition to remedies provided by law:

1. Lessor may elect, but shall not be obligated, to make any payment required of Lessee herein or comply with any agreement, term, or condition required hereby to be performed by Lessee, and Lessor shall have the right to enter the Premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied and may charge Lessee for any such expenditures, but any expenditure for the correction by Lessor shall not be deemed to waive or release the default of Lessee or the right of Lessor to take any action as may be otherwise permissible hereunder in the case of any default.
2. Lessor shall have the right to cancel and terminate this Lease, as well as all of the right, title, and interest of Lessee hereunder, without demand or legal process, by giving to Lessee not fewer than sixty (60) days written notice to the Lessee of the cancellation and termination. Thereupon, this Lease and the right, title, and interest of Lessee hereunder, shall terminate in the same manner and with the same force and effect, except as to Lessee's liability, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined.
3. Contingent on Lessee obtaining a Washington State Cannabis license; upon default, or any other circumstantial situation in which personal property must be removed from the property. The Washington State Liquor and Cannabis Board for proper removal of all cannabis and/or cannabis products prior to removing any of the tenant's personal

property from the building upon the termination of the lease under the foregoing paragraph, Lessor may by written notice to Lessee demand that Lessee assemble all Lessee's personal property on the Premises at a place designated by Lessor that is reasonably convenient to Lessor and Lessee, and Lessee agrees that it will assemble sub-property (marijuana products excepted). In the alternative, Lessor may re-enter the Premises and remove the property and personnel of Lessee (provided all marijuana products have been removed). Lessor may then store Lessee's property in a public warehouse or other place selected by Lessor, at the expense of the Lessee; provided, however, that Lessor may, after a reasonable attempt to notify Lessee, dispose of Lessee's stored property by sale or otherwise after a period of forty-five (45) days from the date of termination, and credit the proceeds of the sale against any amounts owed by Lessee. Upon termination, Lessor may recover from Lessee all damages proximately resulting from the breach, including the cost of recovering the Premises and the worth of the balance of this lease over the reasonable rental value of the Premises for the remainder of the lease term, which sum shall be immediately due Lessor from Lessee.

4. After re-entry, Lessor may relet the Premises or any part thereof for any term without terminating the Lease, at the rent and on the terms as Lessor may choose.
5. Lessor may declare all sums due and to become due for the full term of this Lease immediately due and payable, plus interest thereon at the highest legal rate until paid in full. Lessor may further seek double rent damages per RCW 59.12.170.
6. Lessor may retain all prior payments by Lessee, including, without limitation, rent and Lessee's security deposit.
7. Lessor may sue for specific performance.

SECTION FOURTEEN
Lessor's Access to Premises

Prior to Lessee obtaining a cannabis producer's license for the Premises: The Lessor retains the right to enter the premises at any time to examine, inspect or protect the Premises, prevent damage or injury to the Premises, to make such repairs to the Premises as are necessary and reasonable and to exhibit the Premises to prospective tenants. Provided however, Lessor shall provide Lessee with advance notice of all such access needs to the Premises, scheduling access in advance and during normal business hours, except in the event of an emergency.

After Lessee obtains a cannabis producer's license for the Premises: Notwithstanding anything in the Lease to the contrary, neither Lessor nor its employees, agents or representatives shall enter the leased premises while marijuana products are on the premises without an owner or employee of the recreational marijuana business being present. Lessee shall permit lessor or its agent (with Lessee present where applicable) to enter the Premises at all reasonable hours to examine, inspect or protect the Premises, prevent damage or injury to the Premises, or make such repairs to the Premises as are necessary and reasonable; or to exhibit the Premises to prospective tenants during the last ninety (90) days of the lease term, or any renewal term. Provided however, Lessor shall use its best efforts to provide Lessee with advance notice of all such access needs at least three (3) business days prior to such access, except schedule access in advance and during normal business hours, in the event of an emergency.

SECTION FIFTEEN
Lessee's Improvements

1. Subject to Lessor's prior written consent, Lessee may make improvements or alterations to the Premises, at its discretion and at its expense. Lessee shall provide Lessor with engineering sketches and drawings for all improvements to review for approval consideration. Lessee is responsible for all permits, approvals, laws, and regulations related to any such improvements. Lessee will provide Lessor with "as built" drawings for any and all improvements and modifications to the Premises. All such improvements and modifications made by the Lessee shall in no way jeopardize the integrity of the Premises or its structure, systems, and services. Lessee acknowledges the Premises is designed in its architectural design and aesthetics to represent and support the Lessor and its business development vision and mission. Any improvements or modifications require authorization and shall not degrade this design and intent.
2. At the Lessor's option, upon termination of this lease, Lessee shall remove all such improvements and modifications, restore the Premises to its original condition, and reimburse Lessor for any and all costs and damages incurred by Lessor on account of such restoration. However, the determination of removal of such improvements and modifications shall be made at the time of Lessor's written consent, prior to Lessee's construction of the improvements and modifications to the Premises.
3. Lessor and Lessee acknowledge and confirm that Lessee may install and place in and about the Premises furniture, equipment, supplies, and fixtures that are and shall remain the property of Lessee. Lessee shall have the right during the terms of this Lease, and upon termination hereof, to remove said furniture, equipment, supplies, and fixtures; provided, however, that Lessee shall be solely responsible for and shall bear the cost and expense for such removal, and shall restore the premises to its original condition following such

removal, and reimburse Lessor for any and all costs and damages incurred by Lessor on account of such removal.

4. The Lessee may, with the Lessor's prior written consent, post and install any signs on or in the Premises providing such signs do not conflict or violate any other clause of this Agreement, and meet any and all ordinances, laws, regulations, etc., that may apply.

SECTION SIXTEEN
Presence and Use of Hazardous Substances

1. Lessor represents to the knowledge of the Lessor there has been no previous contamination on or remediation of, the Premises or the property of which the Premises are a part.
2. Lessee shall not, without the Lessor's prior written consent, keep on or around the Premises, common areas or building, for use, disposal, treatment, generation, storage, or sale, any substances designated as, or containing components designated as hazardous, extra hazardous, dangerous, toxic or harmful (collectively referred to as "Hazardous Substances"), and/or that are subject to regulation by any federal, state or local law, regulation, statute or ordinance. With respect to any Hazardous Substance, Lessee shall:
 - a. Comply promptly, timely and completely with all governmental requirements for permitting, reporting, keeping, and submitting manifests and obtaining and keeping current identification numbers;
 - b. Submit to the Lessor correct copies of all permits, reports, manifests, and identification numbers at the same time, as they are required to be and/or submitted to the appropriate governmental authorities;
 - c. Within five (5) days of the Lessor's request, submit written reports to Lessor regarding Lessee's use, storage, treatment, transportation, generation, disposal or sale of Hazardous Substances and provide evidence satisfactory to the Lessor of Lessee's compliance with the applicable governmental regulations;
 - d. Allow Lessor or its agents or representatives to come on the Premises at all reasonable times to check Lessee's compliance with all applicable governmental regulations regarding Hazardous Substances, to investigate any alleged release of Hazardous Substances and to undertake cleanup action in the event Lessee fails to do so;

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- e. Comply with minimum levels, standards or other performance standards or requirements that may be set forth or established for certain Hazardous Substances (if minimum standards or levels are applicable to Hazardous Substances) present on the Premises, these levels or standards shall be established by an on-site inspection by the appropriate governmental authorities;
- f. Comply with all governmental rules, regulations, and requirements regarding the proper and lawful use, sale, transportation, generation, treatment, storage, and disposal of hazardous or other polluting substances and
- g. Notify the Lessor promptly of any investigation involving the release of a Hazardous Substance.

Notwithstanding the foregoing, the parties acknowledge that certain products or materials classified as "hazardous" or "harmful" may be necessary for the operation of Lessee's business under the herein-approved uses ("Exempt Materials"). Therefore, for the purpose of this Lease, the Hazardous Substances, as defined herein, exclude the Exempt Materials, provided that they are only necessary for the operation of Lessee's business under the herein-approved uses and relevant licenses.

- 3. In the event of a violation or suspected violation, any and all costs incurred by Lessor and associated with the Lessor's inspections of the Premises (including any third-party inspectors or experts) and the Lessor's monitoring of Lessee's compliance with this section, and including the Lessor's attorney fees and costs, shall be additional rent and shall be due and payable to Lessor immediately upon written demand by Lessor.
 - 4. Lessee shall not release any Hazardous Substance into the surface, subsurface, water, or air in or adjacent to the Premises.
 - 5. Lessee agrees to comply with all applicable federal, state, and local laws, ordinances, rules and regulations governing environmental protection, regulation of hazardous substances and land use, and to indemnify Lessor against all losses, damages and costs resulting from any failure of Lessee or any of its employees, agents or contractors to do so, including, but not limited to, violation of the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC Sec. 9601 et seq.; the Clean Water Act, 33 USC Sec. 1251 et seq.; the Resource Conservation and Recovery Act, 42 USC Sec. 6901; the Toxic Substances Control Act, USC Sec. 2601; the Federal Insecticide, Fungicide and Rodenticide Act, 7 USC Sec. 136 et seq.; the Clean Air Act, 42 USC Sec. 7401 et seq.; the Oil Pollution Act of 1990,

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33 USC Sec. 2701 et seq.; the Model Toxics Control Act, RCW 70.105D,010 et seq.; the Washington Water Pollution Control Act, RCW 90.48; the Washington Clean Air Act, RCW 70.94; the Washington Solid Waste Management Act, RCW 70.95; the Washington Hazardous Waste Management Act, RCW 70.105; and the Washington Nuclear Energy and Radiation Act, RCW 70.98.

SECTION SEVENTEEN

Cleanup Costs, Default, and Indemnification

1. Lessee shall be fully and completely liable to Lessor for any and all investigatory, cleanup and/or monitoring costs and any and all other charges, fees, penalties (civil and criminal) imposed by any governmental authority with respect to Lessee's use, disposal, transportation, storage, generation, release and/or sale of Hazardous Substances, in or about the Premises, the common areas or adjacent property.
2. Lessee shall defend and hold Lessor harmless from any and all actions that arise out of or relate to any threatened, alleged, or actual release of Hazardous Substances or any other violation under any applicable environmental law or regulation, caused by the Lessee including, but not limited to, any investigations, administrative proceedings, emergency actions, cost recovery actions, requests for injunctive relief, penalties, fines, lawsuits, appeals and supplemental proceedings. The obligation of Lessee to defend Lessee shall not preclude the right of Lessor to select its own counsel. Any costs and fees incurred in defense of Lessor shall be paid by Lessee as the same are incurred.
3. Lessee shall indemnify and hold Lessor harmless from any damages or other liabilities which arise out of or relate to any threatened, alleged, or actual release of Hazardous Substances or any other violation under any applicable environmental law or regulation, including, but not limited to, investigation of a release or other violation; actual releases or other violations; remediation, cleanup and/or response costs; damage to natural resources; fines or penalties; economic loss or damages; enforcement action costs; judgments; appeal bonds; continuing monitoring costs; attorney fees and costs; and consultant fees and costs. Lessee specifically agrees that any bond or other security provided shall extend to the indemnity agreed to in this subparagraph.

SECTION EIGHTEEN

Compliance with All Laws

Lessee agrees to comply with all applicable federal, state, and municipal laws, ordinances, and regulations. Any fees for any inspection of the Premises during or for the lease term by any federal, state, or municipal officer and the fees for any required "Certificate of Occupancy" shall be paid

by Lessee. Federal laws related to Marijuana are excluded from this agreement as the State of Washington Marijuana laws will be the ones adhered to in this agreement.

SECTION NINETEEN
Easements, Agreements or Encumbrances

The parties shall be bound by all existing easements, agreements and encumbrances (if any) of record relating to the Premises which Lessor has disclosed to Lessee in writing or so otherwise reasonably evident to Lessee, and Lessor shall not be liable to Lessee for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.

SECTION TWENTY
Quiet Enjoyment

Lessor warrants that Lessee shall be granted peaceable and quiet enjoyment of the Premises free from any eviction or interference by Lessor or those claiming through Lessor, so long as Lessee pays the rent and other charges provided herein, and otherwise fully and punctually performs the terms and conditions of this lease imposed on Lessee.

SECTION TWENTY-ONE
Liability of Lessor

Lessee shall be in exclusive control and possession of the Premises, and Lessor shall not be liable for any injury or damages to any property or to any person on or about the demised Premises nor for any injury or damage to any property of Lessee.

SECTION TWENTY-TWO
Consents, Waivers

Whenever either party's consent or approval is required under this lease, the party shall promptly exercise its judgment in a reasonable manner. Failure of a party to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights or remedies that the party may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

SECTION TWENTY-THREE
Notice

1. All notices to be given with respect to this Lease shall

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be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, to the party to be notified at the address set forth herein or at such other address as either party may from time to time designate in writing.

2. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mails in the manner prescribed herein.

LESSOR:	LESSEE:
SKAMANIA COUNTY	Feng Ye LLC
c/o Port of Skamania	Suit A
PO Box 1099	9326 Neppel Rd NE
Stevenson, WA 98648	Moses Lake WA 98837-7514

SECTION TWENTY-FOUR
Assignment, Mortgage or Sublease

1. Neither Lessee nor its successors or assigns shall assign, mortgage, pledge or encumber this Lease for any reason nor shall this Lease be assigned or transferred by operation of law, without the prior consent in writing of Lessor in each instance.
2. Lessee shall not have the right to sublet the Premises, in whole or in part, or permit the Premises to be used or occupied by others, without Lessor's prior written approval. Such approval shall not be unreasonably withheld; provided, however, that no sublease shall release Lessee from its obligation to perform pursuant to this Lease, unless the Lessor shall, in its sole discretion, consent in writing to the release of Lessee and substitution of the Sublessee.

SECTION TWENTY-FIVE
Total Agreement; Applicable to Successors

This Lease contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. This Lease and the terms and conditions hereof apply to and are binding on the heirs, legal representatives, successors and assigns of both parties

SECTION TWENTY-SIX
Applicable Law

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This agreement shall be governed by and construed in accordance with the laws of the State of Washington.

SECTION TWENTY-SEVEN
Venue/Attorney Fees

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Lease, or for the collection of any sums due hereunder, the parties agree that the venue of such action or litigation shall be in the proper court of the State of Washington in and for the County of Skamania. The parties agree that in the case of litigation, each party shall bear its own costs and attorney fees unless otherwise provided by law.

SECTION TWENTY-EIGHT
Time of the Essence

Time is of the essence in all provisions of this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LESSOR:

**SKAMANIA COUNTY, a Political Subdivision of the State of Washington By
PORT OF SKAMANIA COUNTY, Washington Municipal Corporation**

By 
David Waymire, Public Works Director Date: 4-30-24

LESSEE: Feng Ye LLC, a Washington Limited Liability Company

By _____
Its _____ Date: _____

Dated this _____ day of _____ 2024.

ATTEST:

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

Asa Leckie, Chair

Richard Mahar, Commissioner

Lisa Sackos, Clerk of the Board

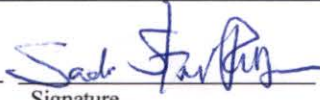
T.W. Lannen, Commissioner

Approved as to form only:

Adam Kick,
Skamania County Prosecuting Attorney

Aye _____
Nay _____
Abstain _____
Absent _____

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Public Works Department	 Signature
<u>AGENDA DATE</u>	April 30, 2024	
<u>SUBJECT</u>	High-Cost Bridge Inspections	
<u>ACTION REQUESTED</u>	Approve Contract with Fickett Structural Solutions	

SUMMARY/BACKGROUND

The office of Public Works is tasked with bridge inspections as is required by 23 CFR 650 Subpart C. The "Fracture Critical" bridges require special inspections due to their complex nature, therefore we are contracting with Fickett Structural Solutions for the inspections. The Board with this approval of the LP_AEPS- Negotiated Hourly Rate Agreement will formalize that approval.

FISCAL IMPACT

Public Works budgeted for \$ \$90,000 for bridge inspection services for the 2024 year this contract is part of that budget item.

RECOMMENDATION

Approve contract with Fickett Structural Solutions for high-cost bridge inspection services.

LIST ATTACHMENTS

Contract Face Sheet
Negotiated Hourly Rate LP_AEPS
Exhibit A - Scope of Work

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number **High-Cost Bridge Inspections**
2. Contract Status: (Check appropriate box) Original Renewal Amendment.
3. Contractor Information: Contractor: Fickett Structural Solutions
Contact Person: Andy Packard
Title: Project Engineer
Address: 2840 Crites St. SW, Suite 108
Address: Tumwater, WA. 98512
Phone: 360-701-2268
4. Brief description of purpose of the contract and County's contracted duties: Perform High-Cost Bridge Inspections for Skamania County and other.
5. Term of Contract: From: April 30, 2024, To: December 31, 2024⁴⁵
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) 39.80 Engineering Services Contract
- 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: \$90,000 Source: STBGR
Amount Not Budgeted in Current Year \$
Total Non-County Funds Committed: \$
Total County Funds Committed: \$
TOTAL FUNDS COMMITTED: \$
8. County Contact Person: Name: Randy Moline
Title: Project Coordinator
9. Department Approval: [Signature]
Department Head or Elected Official Signature
10. Special Comments: _____
- _____

Dated this 30th day of April 2024.

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

Asa Leckie, Chair

Richard Mahar, Commissioner

T.W. Lannen, Commissioner

Date

ATTEST:

Lisa Sackos, Clerk of the Board

Aye _____
Nay _____
Abstain _____
Absent _____

Adam Kick, Prosecuting Attorney

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

Agreement Number: H/C Bridge

Firm/Organization Legal Name (do not use dba's): Fickett Structural Solutions, Inc.	
Address 2840 Crites St, Suite 108 Tumwater WA. 98512	Federal Aid Number
UBI Number 604-198-044	Federal TIN 20-8136386
Execution Date 04/30/2024	Completion Date 12/31/2025
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Project Title Skamania County High-Cost Bridge Inspections	
Description of Work Perform work necessary to complete NBIS Bridge Inspections and update bridge files as specified in Exhibit A for the following bridges: 207-Conrad Lundy Bridge (08368500), 101-Washougal River Bridge (0012160A), N-BONNE-2-Evergreen Bridge (08534700), 105-Hatchery Bridge(07974500), and 106-Butler Eddy Bridge (08474400).	
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation
Maximum Amount Payable: 47,314.00	

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 Ave.
City: Stevenson State: WA Zip: 98648
Email: sadi@co.skamania.wa.us
Phone: 509.427.3912
Facsimile:

If to CONSULTANT:

Name: Andy Packard
Agency: Fickett Structural Solutions, Inc.
Address: 2840 Crites St SW, Suite 108
City: Tumwater State: WA Zip: 98512
Email: apackard@fickettinc.com
Phone: 360.214.5759
Facsimile:

IV. Time for Beginning and Completion

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

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

V. Payment Provisions

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

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

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

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

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

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

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

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

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

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

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

Agreement Number:

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 Ave.
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, scribblings, 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

See Attached Scope of Work

Project No. H/C Bridge

Ms. Sadi' Stouder-Pettenger, PE
Skamania County Department of Public Works
170 NW Vancouver Ave,
Stevenson, WA 98648.

April 24, 2024

Re: 2024 – Skamania County High-Cost Bridge Inspection Project Services Proposal

Dear Ms. Stouder-Pettenger,

Fickett Structural Solutions (Fickett) is pleased to provide you with this proposal for bridge inspection services. The County has five structures that you would like assistance with inspecting. We propose the following to accomplish this work.

Perform NBIS inspection types and utilize bridge access methods as follows:

Bridge Name	Routine	NSTM	Cross Channel	UBIT Access	Bucket Truck	Rope Access	Insp Due Month/Yr
106-Butler Eddy Bridge (08474400)	x		x			x	04/2024
101-Washougal River Bridge (0012160A)	x	x	x	x			09/2024
105-Hatchery Bridge (07974500)	x		x	x			*06/2025
N-BONNE-2-Evergreen Bridge (08534700)	x	x	x	x	x		09/2024
207-Conrad Lundy Bridge (08368500)	x	x		x		x	09/2024

Inspections will be conducted as follows:

- **Butler Eddy Bridge:** Fickett will provide a SPRAT Certified Team Leader and Co-Inspector to perform a Routine inspection, timber soundings, and resistograph borings as needed. Fickett will perform all reporting activities including updates to the BridgeWork's database for required report types. Traffic control shall consist of a shoulder closure as needed for rope access personnel to work.

Report Deliverables to include signed Routine and Timber Boring Inspection Reports.

- **Washougal River Bridge:** Fickett will provide a Team Leader and the County will provide a Co-Inspector to perform Routine and NSTM inspections. Fickett will perform all reporting activities including updates to the BridgeWork's database for required report types. Traffic control shall consist of single lane closures for UBIT access.

Report Deliverables to include signed Routine and NSTM Inspection Reports. (NSTM procedures and locations will be updated per the recent recommendations made by The WSDOT Highways and Local Programs Office.)

- **Hatchery Bridge:** Fickett will provide a Team Leader and the County will provide a Co-Inspector to perform a Routine inspection. Fickett will perform all reporting activities including updates to the BridgeWork's database for required report types. Traffic control shall consist of single lane closures for UBIT access.

***Fickett is proposing to move the Hatchery Bridge inspection month to September of 2024 along with other bridges requiring a UBIT inspection in this month and year. The purpose is to take advantage of having a UBIT to inspect the pin and hanger assemblies, and to move the inspection forward to align with future UBIT inspections.**

Report Deliverables to include signed Routine Inspection Report.

- **Evergreen:** Fickett will provide a Team Leader and a Co-Inspector to perform Routine and NSTM inspections. Fickett will perform all reporting activities including updates to the BridgeWork's database for required report types. Traffic control shall consist of temporary full and single lane closures for UBIT access.

Report Deliverables to include signed Routine and NSTM Inspection Reports.

- **Conrad Lundy Bridge.:** Fickett will provide a Team Leader and the County will provide a Co-Inspector to perform Routine and NSTM inspections. Fickett will provide a SPRAT certified Team Leader and Co-Inspector to perform rope access inspections of the steel tower substructure. The UBIT will provide access to the deck truss and to the top of each of the four tower legs. Fickett will rappel down each of the four tower legs, inspecting legs and adjacent members. The County shall provide transport of inspectors from the river below back up to the bridge deck after each of the four tower leg rappelling efforts. Traffic control shall consist of single lane closures for UBIT access.

Report Deliverables to include signed Routine and NSTM Inspection Reports, and Tower Report.

All inspection will meet current standards in accordance with Washington State Department of Transportation Bridge Inspection Manual (WSBIM) and the National Bridge Inspection Standards (NBIS)

SNBI data will be collected and input into the BridgeWork's database in accordance with the WSBIM.

Current NBI scour coding will be reviewed along with available scour existing documentation and current sight conditions for each bridge.

All inspections will be performed under the direct supervision a Professional Engineer, registered in the State of Washington and with current WSDOT Certified Bridge Inspection Team Leader status.

All inspections will be completed in the month they are due for inspection according to BridgeWorks.

All Inspection observations, reporting, maintenance recommendations, and photographs will be updated into the WSDOT BridgeWork's database. Hard copies of each inspection type will be submitted to the County.

It is the responsibility to notify and provide Fickett with any permissions required to access each bridge site.

Costs for procurement of a UBIT are not included in this proposal.

Costs for procurement of traffic control plans, equipment, or labor are not included in this proposal.

The estimated duration of on-site bridge inspection field works 4.0 days.

We propose to complete this work at our hourly rates up to a maximum fee of **\$47,314**. Fickett Structural Solutions will provide additional bridge services on an on-call basis. Modifications or additions may require a modification to the proposed maximum fee.

Please find attached a fee estimate for your review. Should you have any questions regarding this proposal, please do not hesitate to call. Thank you for this opportunity to be of assistance to you and I look forward to a successful project working with you.

Sincerely,

Fickett Structural Solutions, Inc.



Andy Packard, P.E.
Engineering Manager – NW Region.

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.

Not Applicable

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

- Not Applicable

B. Roadway Design Files

- Not Applicable

C. Computer Aided Drafting Files

- CAD Files

- HEC - RAS

- 2-D Storm-Water Modeling

- D. Specify the Agency's Right to Review Product with the Consultant
- AGENCY may choose to review products at any time in consultation with the CONSULTANT.

- E. Specify the Electronic Deliverables to Be Provided to the Agency
(Exhibit A, Scope of Work Deliverables)
-The CONSULTANT deliverables are listed within each tasks in a variety of forms (PDF, CAD, Microsoft 365, Adobe, Paper, etc.) specified in Exhibit A. Scope of Work.

- F. Specify What Agency Furnished Services and Information Is to Be Provided
(Exhibit A, Scope of Work Deliverables)
-The AGENCY furnished services are listed within each tasks in a variety of forms (PDF, CAD, Microsoft 365, Adobe, Paper, etc.) specified in Exhibit A. Scope of Work.

II. Any Other Electronic Files to Be Provided
- Not Applicable

III. Methods to Electronically Exchange Data
- Emails and Shared Links

A. Agency Software Suite

- Microsoft 365 (Excel, Word, Powerpoint, etc.)
- AutoCAD
- Adobe

B. Electronic Messaging System

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

C. File Transfers Format

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

Exhibit D
Prime Consultant Cost Computations

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

THIS MASTER PRICING AGREEMENT (MPA), hereinafter called "AGREEMENT," is executed between the State of Washington for the use and benefit of the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, hereinafter called "WSDOT," and Fickett Structural Solutions, Inc., hereinafter called "CONSULTANT," 2840 Crites St SW, Suite 108, Tumwater, WA 98512, licensed to conduct business in Washington State, WSDOT Statewide Vendor Number: SWV0303802-00.

Article I. RECITALS

Section 1.01 The CONSULTANT must have a current, Federal Acquisition Regulation (FAR) compliant, Indirect Cost Rate (ICR) in order to provide consulting services on WSDOT projects. The ICR is a mechanism for determining fairly and conveniently, within the boundaries of sound administrative principle, the expenses of doing business that are not readily identified with a particular contract, project function or activity, but are necessary for the general operation of the CONSULTANT in the conduct of activities it performs. The sole purpose for the parties entering into this AGREEMENT is to establish "Direct Labor" rates and ICR for work to be performed pursuant to agreements entered into hereafter between WSDOT and the CONSULTANT.

Firms with total authorizations from WSDOT agreements (as prime and/or sub-consultant) of \$1 million or more in the previous calendar year must have an audited indirect cost rate schedule.

A CPA or authorized Federal Government Agency such as the Defense Contract Audit Agency (DCAA), must audit the firm's ICR and prepare an audit report offering an opinion on the ICR's compliance with 48 CFR Part 31. It is the firm's responsibility to understand their agreement and revenue situation, anticipate, and plan for the possibility of an audited ICR being required if the \$1 million threshold is exceeded.

Section 1.02 This AGREEMENT does not in and of itself create a contractual or legal obligation between WSDOT and the CONSULTANT, whether acting as a prime consultant or sub-consultant, except when incorporated into agreements for determining the Direct Labor rates and ICR that the CONSULTANT, or CONSULTANT acting as a sub-consultant, may charge for services performed.

Section 1.03 The CONSULTANT understands and agrees that WSDOT is not obligated to assign any work to CONSULTANT because of the terms of this AGREEMENT. By entering into this AGREEMENT, WSDOT is not encumbering any funds, federal, state or otherwise.

Section 1.04 The parties agree to the incorporation of these recitals in the terms of this AGREEMENT. The terms of this AGREEMENT should be incorporated by reference to any agreements entered into hereafter between WSDOT and the CONSULTANT.

Article II. TERMS OF THE AGREEMENT

Section 2.01 The term of this AGREEMENT is one (1) year from the Effective Date (defined as 180 days following the firm's fiscal year end date).

Section 2.02 During the term of this AGREEMENT, the CONSULTANT shall submit financial records or other documents to the WSDOT Internal Audit within 180 days following the CONSULTANT's fiscal year end date. The CONSULTANT has designated its fiscal year as follows:

Fiscal Year End Date: 12/31

The required documents to begin a review can be found on the WSDOT Audit website:

<https://wsdot.wa.gov/business-wsdot/audit/indirect-cost-rate-guidance-documents-forms-templates>



Upon WSDOT Internal Audit's review and acceptance of the CONSULTANT's ICR and WSDOT Consultant Services Office's (CSO's) acceptance of the CONSULTANT's Direct Labor, WSDOT will unilaterally issue written notice of such acceptance by use of this AGREEMENT.

Exhibit A the WSDOT Classification Crosswalk acceptance, **Exhibit B** the ICR acceptance, and **Exhibit C** the ANTE (Actual Not to Exceed) table are attached hereto and incorporated herein.

Section 2.03 The term of this AGREEMENT shall be the "effective date", established pursuant to the provisions of section 2.01 above. This date will be the effective date of any Direct Labor rate.

Section 2.04 CONSULTANT shall implement the current rates with an approved exhibit D (prime) or exhibit E (sub) for all new agreements following the firms effective approval date.

Section 2.05 Upon execution of this AGREEMENT, and upon issuance of any subsequent update, the ANTE table approved thereby will be incorporated by WSDOT into all new WSDOT agreements during the effective period with the CONSULTANT.

Section 2.06 The right is reserved by the STATE to terminate this AGREEMENT at any time with or without cause upon written notice to the CONSULTANT.

Article III. ANTE TABLES [Actual Not to Exceed]

Section 3.01 As used in this AGREEMENT, "ANTE tables" means 1) the actual Direct Labor rates of pay for the CONSULTANT's classifications and 2) the ICR charged by the CONSULTANT, including, as applicable, separate office and field ICR's. The initial ANTE tables are set forth in Exhibit B and C (showing the ICR and direct labor classification), attached hereto and incorporated herein. This Exhibit establishes the sole basis for WSDOT's payment for any and all hours worked by CONSULTANT. The ANTE tables, including Fixed Fee, shown in each agreement shall be applicable per the terms and conditions of the agreement.

Section 3.02 The CONSULTANT shall charge WSDOT the actual employee labor up to the maximum Not To Exceed (NTE) as shown in the agreement exhibits for work performed pursuant to all current task orders or agreements issued to the CONSULTANT, either as the prime consultant or as a sub-consultant, including any pre-existing agreements or task orders and their associated amendments entered into by WSDOT and the CONSULTANT. All agreements procured through the prequalification lists are subject to this AGREEMENT.

Section 3.03 The CONSULTANT is responsible for certifying that all Direct Labor rates and other factual unit costs submitted in support of any their financials are accurate, complete and current at the time of submission.

Article IV. ANNUAL ADJUSTMENTS AND LIMITATIONS

Section 4.01 WSDOT's approval of any financials, Indirect Cost Rate and Direct Labor rates, are subject to WSDOT approval following an assessment of "reasonableness" per the Federal Acquisition Regulations ("FAR").



Article V. GENERAL PROVISIONS

Section 5.01 Notice. Each individual identified below is the principal representative of the designating party. All notices required to be given hereunder shall be in writing, and shall be delivered as an email to the principal representative at the email address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this Section without a formal amendment to this AGREEMENT. Unless otherwise provided in this AGREEMENT, notices shall be effective upon delivery of the written notice.

If to Consultant:	If to State:
Andy Packard	WSDOT- Contract Services
2840 Crites St SW, Suite 108	PO Box 47323
Tumwater, WA 98512	Olympia, WA 98501
apackard@fickettinc.com	WSDOTCSO@WSDOT.WA.GOV

Section 5.02 Assignment. CONSULTANT's rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted without the prior, written consent of WSDOT. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of CONSULTANT's rights and obligations approved by the State shall be subject to the provisions of this AGREEMENT.

Section 5.03 Binding Effect. Except as otherwise provided in this AGREEMENT, all provisions of this AGREEMENT, including the benefits and burdens, shall extend to and be binding upon the parties' respective successors and assigns.

Section 5.04 Jurisdiction and Venue. All suits or actions related to this AGREEMENT shall be filed and proceedings held in the State of Washington and exclusive venue shall be in Thurston County, City of Olympia.

Section 5.05 Modification. Except as otherwise provided in this AGREEMENT, any modification to this AGREEMENT shall only be effective if agreed to in a formal supplement to this AGREEMENT, properly executed and approved in accordance with applicable Washington State law and State Fiscal Rules. Modifications permitted under this AGREEMENT, other than supplements, shall conform to the policies promulgated by the CSO manager.

Section 5.06 Severability. The invalidity or unenforceability of any provision of this AGREEMENT shall not affect the validity or enforceability of any other provision of this AGREEMENT, which shall remain in full force and effect, if the parties can continue to perform their obligations under this AGREEMENT in accordance with its intent.

Section 5.07 Waiver. A party's failure or delay in exercising any right, power, or privilege under this AGREEMENT, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.



Section 5.08 To the extent consistent with chapter 42.56 RCW, the Public Disclosure Act, WSDOT shall maintain the confidentiality of CONSULTANT's information marked confidential or proprietary. If a request is made to view CONSULTANT's proprietary information, WSDOT will notify CONSULTANT of the request and of the date that the records will be released to the requester unless CONSULTANT obtains a court order enjoining that disclosure. If CONSULTANT fails to obtain the court order enjoining disclosure, WSDOT will release the requested information on the date specified.

Section 5.09 Entire Understanding. This AGREEMENT represents the complete integration of all understandings between the parties related to the subject matter herein, and all prior representations and understandings related thereto, oral or written, are merged into this AGREEMENT. Prior or contemporaneous additions, deletions, or other changes to this AGREEMENT shall not have any force or effect whatsoever, unless embodied herein.

Article VI. AUDIT PROVISIONS

Section 6.01 All proposed Direct Labor rates and ICR's are subject to review and approval by the CSO or WSDOT Internal Audit prior to the execution of this Agreement or issuance of any update.

Section 6.02 The CONSULTANT and any sub-consultant shall permit the State, Federal Government or any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, and/or transcribe the CONSULTANT's records during the term of this AGREEMENT and for a period of six (6) years following termination of this AGREEMENT, or until final payments made under the provisions herein, whichever is later, to assure compliance with the terms hereof, or to evaluate the CONSULTANT's performance hereafter. All CONSULTANT's audit working papers are subject to copying, scanning and/or electronic submission by or for WSDOT as part of WSDOT's effort to ensure the quality of audits and audit reports.

Section 6.03 The CONSULTANT and any sub-consultant shall assure that any independent CPA performing an indirect cost rate audit shall permit the State, Federal Government or any other duly authorized agent of a governmental agency to audit, inspect, or examine the CPA's indirect cost rate audit work papers during the term of this AGREEMENT and for a period of six (6) years following termination of this AGREEMENT, or until final payments made under the provisions herein, whichever is later, to assure that said audit work is completed in accordance with Generally Accepted Government Auditing Standards and in accordance with the guidance set forth in the AASHTO Audit Guide. All CPA audit working papers are subject to copying, scanning and/or electronic submission by or for WSDOT as part of WSDOT's effort to ensure the quality of audits and audit reports.

Section 6.04 The Direct Labor rates and the ICR's are subject to retroactive adjustment to actual cost if WSDOT subsequently becomes aware of deficient audit work by an independent CPA, misinformation provided by the CONSULTANT, fraud, etc., and the deficiency results in a MISSTATEMENT in the ICR or costs reported. In such a case, the ANTE tables and all costs reported under the previously approved Direct Labor rates are subject to adjustment to actual cost by the WSDOT Internal Audit.



THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Fickett Structural Solutions, Inc.

Andy Packard - Principal
Signature

8/23/2023
Date

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

Schatzie Harvey
Schatzie Harvey (Sep 13, 2023 14:22 PDT)
Signature

Sep 13, 2023
Date



WSDOT Crosswalk Classifications

Consultant's Name Fickett Structural Solutions, Inc.

WSDOT Labor Classification Title	Consultant's Labor Classification(s) Title	Direct Labor Rates
ADMINISTRATIVE ASSISTANT 3	Administrative Assistant	\$26.88
ADMINISTRATIVE ASSISTANT 5	Accounting Specialist	\$37.00
ARCHITECT 1		
ARCHITECT 2		
ARCHITECT SUPERVISOR		
AUDIT SPECIALIST – DOT 2		
AUDIT SPECIALIST – DOT 4		
BRIDGE ENGINEER 1	Staff Engineer I	\$31.50 – \$37.81
BRIDGE ENGINEER 3	Staff Engineer II	\$35.47 - \$43.02
BRIDGE ENGINEER 5	Project Engineer / Project Manager / Senior Project Engineer / Senior Project Manager / Senior Instructor	\$48.73 – \$65.00
BRIDGE ENGINEER 7		
BRIDGE TECHNICIAN 2		
BUDGET ANALYST 1		
BUDGET ANALYST 3		
CIVIL ENGINEER 2		
CIVIL ENGINEER 3		
CIVIL ENGINEER 4		
COMMUNICATIONS CONSULTANT 3		
COMMUNICATIONS CONSULTANT 5		
COMMUNICATIONS SYSTEMS MANAGER		
CONSTRUCTION PROJECT COORDINATOR 2		
CONSTRUCTION PROJECT COORDINATOR 3		
CONSTRUCTION PROJECT COORDINATOR 4		
CONTRACTS SPECIALIST 2		
CONTRACTS SPECIALIST 3		
DEPUTY	Vice Presidents, Principal Engineers, Regional Managers	\$81.51 – 89.00
DIRECTOR	President	\$91.91
DRAFTING TECHNICIAN 2		
DRAFTING TECHNICIAN 3		
ENGINEER		
ENGINEERING AIDE 2		
ENGINEERING AIDE 4		
ENGINEERING ASSISTANT 2	Engineering Intern, Project Coordinator	\$22.00 - \$30.69
ENGINEERING TECHNICIAN 3	QA Level II	\$38.00 – \$42.74
ENGINEERING TECHNICIAN LEAD	QA Level III	\$47.67
ENGINEERING TECHNICIAN SUPERVISOR		
ENVIRONMENTAL ENGINEER 2		
ENVIRONMENTAL ENGINEER 4		

WSDOT Labor Classification Title	Consultant's Labor Classification(s) Title	Direct Labor Rates
ENVIRONMENTAL PLANNER 2		
ENVIRONMENTAL PLANNER 5		
ENVIRONMENTAL SPECIALIST 3		
ENVIRONMENTAL SPECIALIST 5		
FACILITIES ENGINEER 1		
FACILITIES ENGINEER 4		
FACILITIES PLANNER 1		
FACILITIES PLANNER 2		
FISCAL ANALYST 3		
FISCAL ANALYST 5		
HUMAN RESOURCE CONSULTANT 3		
HUMAN RESOURCE CONSULTANT 4		
INTERIOR DESIGNER		
IT SPECIALIST 3		
LAND SURVEY 2		
LAND SURVEY 3		
MARINE DESIGNER		
MARINE ENGINEER		
MARINE MECHANICAL ENGINEER		
MARINE PROJECT ENGINEER		
MECHANICAL ENGINEER		
MECHANICAL ENGINEER SUPERVISOR		
NAVAL ARCHITECT 1		
NAVAL ARCHITECT 2		
PROPERTY & ACQUISITION SPECIALIST 4		
SENIOR GRAPHIC DESIGNER		
SENIOR TELECOMMUNICATIONS SPECIALIST		
TRANSPORTATION ENGINEER 2		
TRANSPORTATION ENGINEER 3		
TRANSPORTATION ENGINEER 4		
TRANSPORTATION ENGINEER 5		
TRANSPORTATION ENGINEER INTERN		
TRANSPORTATION PLANNING SPECIALIST 1		
TRANSPORTATION PLANNING SPECIALIST 3		
TRANSPORTATION PLANNING SPECIALIST 5		
TRANSPORTATION PLANNING TECHNICIAN 1		
TRANSPORTATION PLANNING TECHNICIAN 2		
TRANSPORTATION PLANNING TECHNICIAN 3		
TRANSPORTATION REGIONAL ADMINISTRATOR		
TRANSPORTATION TECHNICAL ENGINEER		
TRANSPORTATION TECHNICIAN 1		
TRANSPORTATION TECHNICIAN 3		
VESSEL PROJECT ENGINEER		
Other/WSDOT Pre-Approved		



**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 31, 2023

Fickett Structural Solutions, Inc.
1818 Parmenter Street, Ste 230
Middleton, WI 53562

Subject: Acceptance FYE 2022 ICR – CPA Report

Dear Brian Kaplan:

We have accepted your firms FYE 2022 Indirect Cost Rate (ICR) of 153.07% of direct labor (rate includes 0.45% Facilities Capital Cost of Money) based on the “Independent CPA Report,” prepared by Wipfli, LLP. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards;

Schatzie Harvey
Schatzie Harvey (Jul 31, 2023 12:30 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:BJO

Actuals Not To Exceed Table (ANTE)

WSDOT Agreement: Fickett Structural Solutions, Inc. 1818 Parmenter Street, Ste 230 Middleton, WI 53562	
Job Classifications	Direct Labor Hourly Billing Rate NTE
ADMINISTRATIVE ASSISTANT 3	\$26.88
ADMINISTRATIVE ASSISTANT 5	\$37.00
BRIDGE ENGINEER 1	\$37.81
BRIDGE ENGINEER 3	\$43.02
BRIDGE ENGINEER 5	\$65.00
DEPUTY	\$89.00
DIRECTOR	\$91.91
ENGINEERING ASSISTANT 2	\$30.69
ENGINEERING TECHNICIAN 3	\$42.74
ENGINEERING TECHNICIAN LEAD	\$47.67



**Skamania County 2024
High-Cost Bridge Inspections**

4/24/2024

Direct and Indirect Costs:

Overhead Rate: 153.07%

Profit: 30%

Activity Description	Deputy	Bridge Engineer 5	Bridge Engineer 5	Admin Assistant 5	Total(s)
Direct Labor Costs	\$81.51	\$64.91	\$49.02	\$39.96	
Project Management and Coordination	4.0	7.0		1.0	12.00
Mobilization:					
Mob and Demob: Buttler-Eddy		3.0	5.0		8.00
Mob and Demob: Washougal, Hatchery, N-Bonne, Conrad	5.0	4.0	5.0		14.00
Mob and Demob: Scour File Review		5.0			5.00
Direct Labor Hours	9.0	19.0	10.0	1.0	39.0
Direct Labor Costs (DLC)	\$733.59	\$1,233.29	\$490.20	\$39.96	\$2,497.04
Fixed Fee based on Profit: of DLC	\$220.08	\$369.99	\$147.06	\$11.99	\$749.11
OH Costs based on 1.5307 of DLC (OH)	\$1,122.91	\$1,887.80	\$750.35	\$61.17	\$3,822.22
Labor Costs	\$2,076.57	\$3,491.07	\$1,387.61	\$113.11	\$7,068.37

PM and Mob Total Direct Labor Costs: \$7,068.37

Butler-Eddy Inspection					
Review and Printout Previous Records	0.5	1.0	1.0		2.50
Prepare Climbing and Safety Plan		2.0	2.0		4.00
Inspect Bridge		10.0	10.0		20.00
Scour coding review		6.0			6.00
Prepare Reports		4.0	16.0		20.00
QA/QC Reports	1.0				1.00
Administration				1.0	1.00
Direct Labor Hours	1.5	23.0	29.0	1.0	54.50
Direct Labor Costs (DLC)	\$122.27	\$1,492.93	\$1,421.58	\$39.96	\$3,076.74
Fixed Fee based on Profit: of DLC	\$36.68	\$447.88	\$426.47	\$11.99	\$923.02
OH Costs based on 1.5307 of DLC (OH)	\$187.15	\$2,285.23	\$2,176.01	\$61.17	\$4,709.56
Labor Costs	\$346.10	\$4,226.04	\$4,024.07	\$113.11	\$8,709.31

Butler-Eddy Total Direct Labor Costs: \$8,709.31

Washougal River Bridge Inspection					
Review and Printout Previous Records		1.0			1.00
Local Travel		0.5			0.50
Inspect Bridge		6.0			6.00
Scour coding review		6.0			6.00
Prepare Reports		1.5	4.0		5.50
QA/QC Reports	1.0				1.00
Administration				1.0	1.00
Direct Labor Hours	1.0	15.0	4.0	1.0	21.00
Direct Labor Costs (DLC)	\$81.51	\$973.65	\$196.08	\$39.96	\$1,291.20
Fixed Fee based on Profit: of DLC	\$24.45	\$292.10	\$58.82	\$11.99	\$387.36
OH Costs based on 1.5307 of DLC (OH)	\$124.77	\$1,490.37	\$300.14	\$61.17	\$1,976.44
Labor Costs	\$230.73	\$2,756.11	\$555.04	\$113.11	\$3,655.00

Washougal River Bridge Total Direct Labor Costs: \$3,655.00



**Skamania County 2024
High-Cost Bridge Inspections**

4/24/2024

Direct and Indirect Costs:

Overhead Rate: 153.07%

Profit: 30%

Activity Description	Deputy	Bridge Engineer 5	Bridge Engineer 5	Admin Assistant 5	Total(s)
Direct Labor Costs	\$81.51	\$64.91	\$49.02	\$39.96	
Hatchery Bridge Inspection					
Review and Printout Previous Records		1.0			1.00
Local Travel		0.5			0.50
Inspect Bridge		4.0			4.00
Scour coding review		8.0			8.00
Prepare Reports		1.5	3.0		4.50
QA/QC Reports	1.0				1.00
Administration				1.0	1.00
Direct Labor Hours	1.0	15.0	3.0	1.0	20.00
Direct Labor Costs (DLC)	\$81.51	\$973.65	\$147.06	\$39.96	\$1,242.18
Fixed Fee based on Profit: of DLC	\$24.45	\$292.10	\$44.12	\$11.99	\$372.65
OH Costs based on 1.5307 of DLC (OH)	\$124.77	\$1,490.37	\$225.10	\$61.17	\$1,901.40
Labor Costs	\$230.73	\$2,756.11	\$416.28	\$113.11	\$3,516.24

Hatchery Bridge Total Direct Labor Costs: \$3,516.24

Evergreen Bridge Inspection					
Review and Printout Previous Records		2.0	2.0		4.00
Local Travel		1.0	1.0		2.00
Inspect Bridge		12.0	12.0		24.00
Scour coding review		8.0			8.00
Prepare Reports		2.0	8.0		10.00
QA/QC Reports	1.0				1.00
Administration				1.0	1.00
Direct Labor Hours	1.0	25.0	23.0	1.0	50.00
Direct Labor Costs (DLC)	\$81.51	\$1,622.75	\$1,127.46	\$39.96	\$2,871.68
Fixed Fee based on Profit: of DLC	\$24.45	\$486.83	\$338.24	\$11.99	\$861.50
OH Costs based on 1.5307 of DLC (OH)	\$124.77	\$2,483.94	\$1,725.80	\$61.17	\$4,395.68
Labor Costs	\$230.73	\$4,593.52	\$3,191.50	\$113.11	\$8,128.86

Evergreen Bridge Total Direct Labor Costs: \$8,128.86

Conrad Lundy Jr. Inspection					
Review and Printout Previous Records	0.5	2.0	2.0		4.50
Prepare Climbing Inspection Safety Plan		2.0	2.0		4.00
Local Travel		1.0	1.0		2.00
Inspect Bridge	8.0	12.0	12.0		32.00
Scour coding review		8.0			8.00
Inspect Tower		6.0	6.0		12.00
Prepare Reports		2.0	10.0		12.00
QA/QC Reports	1.0				1.00
Administration				1.0	1.00
Direct Labor Hours	9.5	33.0	33.0	1.0	76.50
Direct Labor Costs (DLC)	\$774.35	\$2,142.03	\$1,617.66	\$39.96	\$4,574.00
Fixed Fee based on Profit: of DLC	\$232.30	\$642.61	\$485.30	\$11.99	\$1,372.20
OH Costs based on 1.5307 of DLC (OH)	\$1,185.29	\$3,278.81	\$2,476.15	\$61.17	\$7,001.41
Labor Costs	\$2,191.94	\$6,063.44	\$4,579.11	\$113.11	\$12,947.61

Conrad Lundy Jr. Total Direct Labor Costs: \$12,947.61



**Skamania County 2024
High-Cost Bridge Inspections**

4/24/2024

Direct and Indirect Costs:

Overhead Rate: 153.07%

Profit: 30%

Activity Description	Deputy	Bridge Engineer 5	Bridge Engineer 5	Admin Assistant 5	Total(s)
Direct Labor Costs	\$81.51	\$64.91	\$49.02	\$39.96	

Indirect Costs					
Mileage (4 trips from WA, 2 Trips from OR)	\$0.67	x	1740.0	Miles	\$1,166.00
Lodging (1 Insp 4 nights, 2 insp 2 nights)	\$182.0	x	8.0	Nights	\$1,456.00
Per Diem (1 Insp 5 days, 2 insp 2 days)	\$74.0	x	9.0	Day	\$666.00
UBIT (Private) 4 days + mob and de-mob	TBD				
**Traffic Control: Pland Design, Advanced Notification and Labor (5 days labor)	TBD				

Total Indirect Costs: \$3,288.00

Project Grand Total = \$47,314

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.

N/A at this time.

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
Fickett Structural Solutions, Inc.

whose address is

3148 Deming Way, Suite 160, Middleton, WI 53562

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.

Fickett Structural Solutions

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 Fickett Structural Solutions

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 statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

Fickett Structural Solutions

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.

Fickett Structural Solutions

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 _____* are accurate, complete, and current as of _____**.

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: _____

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.

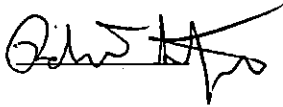
Step 5 Informing Consultant of Decision Regarding the Claim

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

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	<u>Sheriff Office</u>	
<u>AGENDA DATE</u>	Department April 30th, 2024	Signature
<u>SUBJECT</u>	<u>Waiver of Civil Service Interview/Oral Board</u>	
<u>ACTION REQUESTED</u>		

SUMMARY/BACKGROUND

Typically, the civil service interview/oral board is used to narrow the field of Candidates down to the top five and then the Sheriff can hire one of the top three. Since there is currently one candidate, I see no need for this step in the process as all other civil service testing has been completed and a Law Enforcement background check, polygraph, and psychological testing, as required by RCW, has been completed.

FISCAL IMPACT

None

RECOMMENDATION

By motion action, approve the waiver.

LIST ATTACHMENTS

See attached letter to Skamania County Civil Service/Board of Commissioners.



**SUMMER N. SCHEYER
SHERIFF**

**OFFICE OF THE SKAMANIA COUNTY
SHERIFF**

PO Box 790
200 Vancouver Ave.
Stevenson, WA 98648
Phone (509) 427-9490
Fax (509) 427-4369

www.skamaniasheriff.com
scso@co.skamania.wa.us

*Tracy Wyckoff
Undersheriff*

*Robert Itzen
Chief Deputy*

*Steve Minnis
Chief Civil Deputy*

April 18, 2024

**Skamania County Civil Service/Commissioners
Attn: Lisa Sackos I Clerk of the Board
PO Box 790
Stevenson, WA 98648**

RE: Waiver of Civil Service Interview/Oral Board

This letter is to request a waiver of the civil service interview/oral board for Corrections Deputy Katie Wallace.

Wallace has completed all the required civil service testing through Public Safety Testing (PST), which includes the written and physical assessment tests.

Wallace has completed a law enforcement background check, polygraph, and psychological testing as required by RCW.

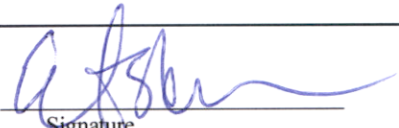
Currently, I see no need for the civil service board interview as we only have one officer on the second 120-day appointment and there are no other applicants on (PST).

Thank You

A handwritten signature in black ink, appearing to read "Robert Itzen".

**Robert Itzen
Chief Deputy
Skamania County Sheriff's Dept**

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Noxious Weed Department	 Signature
<u>AGENDA DATE</u>	4/30/2024	
<u>SUBJECT</u>	Agreement with Wauna Lake Club	
<u>ACTION REQUESTED</u>	Approve and sign	

SUMMARY/BACKGROUND

Agreement between Wauna Lake Club and Skamania County Noxious Weed Control Board that gives permission for SCNWCB to treat Class A species garlic mustard and any other noxious weeds on Wauna property at cost up to \$6626.

FISCAL IMPACT

Wauna agrees to pay actual costs up to \$6626.

RECOMMENDATION

Review and sign agreement.

LIST ATTACHMENTS

One copy of agreement.

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number Class A Agreement

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

3. Contractor Information: Contractor: Wauna Lake Club
Contact Person: Thomas Foley
Title: President
Address: 702 Wauna Lake Road
Address: Stevenson, WA 98648
Phone:
Email:

4. Brief description of purpose of the contract and County's contracted duties:
MOU between the Wauna Lake Club and Skamania County Noxious Weed Control Program providing funds to control noxious weeds at Wauna Lake Club in Stevenson, WA.

5. Term of Contract: From: date of fully executed contract To: December 31, 2024

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) Chapter 39.34, Interlocal Cooperation Act

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. Amount Budgeted in Current Year: \$ 6626.00
Amount Not Budgeted in Current Year \$ 0 Source:
Total Non-County Funds Committed: \$ 6626.00 Source: Wauna Lake Club
Total County Funds Committed: \$ 0
TOTAL FUNDS COMMITTED: \$ 6626.00

8. County Contact Person: Name: Emily Stevenson
Title: Program Coordinator

9. Department Approval: 
Department Head or Elected Official Signature

10. Special Comments: One copy to be sent to Wauna Lake Club johnairwinmail@gmail.com
Please cc: estevenson@co.skamania.wa.us

SKAMANIA COUNTY NOXIOUS WEED CONTROL BOARD WEED CONTROL AGREEMENT

This Agreement is made and entered into by and between **Skamania County Noxious Weed Control Board**, hereinafter referred to as "Weed Board" and **Wauna Lake Club**, hereinafter referred to as "Landowner." For the purposes of this Agreement, it is understood that all references to the Weed Board or the Landowner also include an appointed designee(s).

WHEREAS, RCW 17.10.140 imposes a duty on owners to control noxious weeds, including a duty to eradicate Class A noxious weeds and control the spread of Class B noxious weeds; and,

WHEREAS, RCW 17.10.154 allows the Weed Board to enter into agreements with landowners for the prevention, control and eradication of noxious weeds; and,

WHEREAS, the Weed Board has identified garlic mustard requiring eradication on Landowner's property and shiny geranium requiring control on Landowner's property; and,

WHEREAS, the Weed Board has a limited pool of funds to assist owners in the eradication of Class A noxious weeds and the control of Class B noxious weeds;

NOW, THEREFORE, pursuant to the above recitals, Weed Board and the Landowner (collectively hereinafter "Parties" to this Agreement) acknowledge and agree to work cooperatively in accordance with the following:

1. Landowner gives permission to the Weed Board to enter the property and survey and monitor treatment of identified Class A & B noxious weeds by the Landowner. Landowner agrees to allow Weed Board to conduct treatments (manual, mechanical, or chemical) agreed upon by Landowner and Weed Board in a timely manner, before seed set, if Landowner is unable. Herbicide application will be in accordance to good and prudent industry standards and label requirements.
2. **The Weed Board will bill the landowner according to actual costs incurred. Landowner shall be billed within 30 days after work is completed.**
3. This agreement shall be in effect from the date of the last signature until December 31, 2024 and shall not automatically renew.
4. Each party to this Agreement shall be responsible for damage to persons or property resulting from the negligence on the party of itself, its employees, its agents, or its officers. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a part to this Agreement.
5. All work performed under this Agreement shall comply with all federal and state laws, local laws and ordinances, and applicable permit requirements.
6. At least 24 hours before entering upon the property of Landowner for any purpose, Weed Board shall contact Landowner John Irwin, (971-200-0648) to coordinate all aspects of the property visit, including but not limited to, registration at the main Clubhouse, identifying the location of the work to be done, and identification of all crew members. Weed Board agrees it shall not enter Landowner's property without first coordinating with Mr. Edwards.
7. At all times while on Landowner's property, Weed Board shall supervise and be responsible for all Weed Board employees.
8. The Agreement merges and supersedes all prior applications, representations, negotiations, approvals, and understandings, oral or written, between the Parties hereto relating to the subject matter of this Agreement and constitutes the entire Agreement between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement.

By signing this contract, you agree to pay the Weed Board for the cost of treating Class A & B Weeds as described above.

Landowner:



Landowner Signature

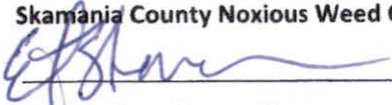
THOMAS FOLEY

Print Landowner Name

Landowner Address: _____

Date: _____ Phone: _____ Email: _____

Skamania County Noxious Weed Control Board Representative:



Program Coordinator Signature

Emily A. Stevenson

Printed Name

Skamania County Board of Commissioners:

Chair

Commissioner

Commissioner

APPROVED AS TO FORM:

Skamania County Prosecutor

2024 Scope of Work

Spring garlic mustard/shiny geranium treatment: minimum 2 days

Labor: \$4438

Supplies: \$60

Travel: \$50

Admin: 10%

Total est: \$5003.00

Fall garlic mustard/shiny geranium treatment: minimum 1 day

Labor: \$1400

Supplies: \$50

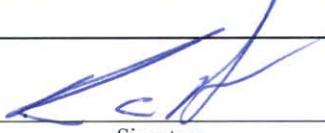
Travel: \$25

Admin: 10%

Total est: \$1623.00

Total estimate: \$6626

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Community Events Department	 Signature
<u>AGENDA DATE</u>	04/30/2024	
<u>SUBJECT</u>	Contract – Lueders Pyrotechnics LLC	
<u>ACTION REQUESTED</u>	Approve contract	

SUMMARY/BACKGROUND

This is the contract with our local fireworks vendor to produce the 4th of July fireworks display.

FISCAL IMPACT

Community Events and Recreation applied for Lodging Tax to cover all expenses pertaining to the 4th of July event

RECOMMENDATION

The Skamania County Board of Commissioners signs the contract

LIST ATTACHMENTS

Facesheet

Contract with Lueders Pyrotechnics LLC

**SKAMANIA COUNTY - PROFESSIONAL SERVICE CONTRACT BETWEEN
SKAMANIA COUNTY
AND LUEDERS PYROTECHNICS LLC**

THIS CONTRACT, by and between **SKAMANIA COUNTY**, a municipal corporation, hereinafter referred to as the "**COUNTY**", and **LUEDERS PYROTECHNICS LLC**, hereinafter referred to as the "**CONTRACTOR**",

WITNESSETH THAT:

1. AUTHORITY TO CONTRACT

- A.** The **CONTRACTOR** covenants that the person whose signature appears as the representative of the **CONTRACTOR** on the signature page of this contract is the **CONTRACTOR'S** contracting officer and is authorized to sign on behalf of the **CONTRACTOR** and, in addition, to bind the **CONTRACTOR** in any subsequent dealings with regard to this contract, such as modifications, amendments, or change orders.
- B.** The **CONTRACTOR** covenants that all licenses, tax I.D. Nos., bonds, industrial insurance accounts, or other matters required of the **CONTRACTOR** by federal, state, or local governments in order to enable the **CONTRACTOR** to do the business contemplated by this agreement, have been acquired by the **CONTRACTOR** and are in full force and effect.
- C.** The **COUNTY** represents that the services contracted for herein have been, or will be, appropriately budgeted for and that the **COUNTY** has the authority to contract for such services; that the contracting officer for the **COUNTY** is Alex Hays; provided that changes that require a change in the amount of the contract price, shall require the approval of the Skamania County Board of Commissioners.

2. INDEPENDENT CONTRACTOR STATUS

- A.** The parties intend the **CONTRACTOR** to be an independent contractor, responsible for its own employer/employee benefits such as Workman's Compensation, Social Security, Unemployment, and health and welfare insurance. The parties agree that the **CONTRACTOR'S** personal labor is not the essence of this contract; that the **CONTRACTOR** will own and supply its own equipment necessary to perform this contract; that the **CONTRACTOR** will employ its own employees; and that, except as to defining the work and setting the parameters of the work, the **CONTRACTOR** shall be free from control or direction of the **COUNTY** over the performance of such services.
- B.** The **CONTRACTOR** represents that it is capable of providing the services contracted for herein; that it is the usual business of the **CONTRACTOR** to provide such services.

3. **SERVICES TO BE RENDERED**

- A. The work to be performed by the **CONTRACTOR** consists of those services that are fully described in the contract documents marked Attachment A, consisting of a total of 2 pages which has been initialed by the parties, attached hereto, and by this reference incorporated herein.
- B. Amendments, modifications, or change orders to this contract must be in writing and signed by the parties designated in this contract to be the contracting officers; provided that, change orders affecting the total contract price must be signed by the Board of Commissioners for the **COUNTY**.

4. **TERMS OF CONTRACT**

The contract shall begin on 04/30/2024 and terminate on 12/31/2024; PROVIDED that, in the event this contract is a personal services contract, not exempt under Chapter 39 of the Revised Code of Washington, this contract shall not be effective until the requirements of said statute have been met. The County may terminate this contract earlier upon five (5) days' written notice.

5. **PERFORMANCE AND PAYMENT BONDS (If Applicable)**

Per RCW 39.08.010, the Contractor shall provide a non-corporate surety bond for performance and payment guarantee in the full amount of the contract or in lieu of the bond, the County, at the request of the contractor, may retain fifty percent of the contract amount for a period of thirty days after the date of final acceptance, or until receipt of all necessary releases from the department of revenue and the department of labor and industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later and applicable. Said bonds shall be delivered to the County business office prior to the commencement of work and not later than fifteen (15) calendar days after notification of award of bid.

6. **PAYMENTS FOR SERVICES**

- A. The consideration for the services to be performed by the **CONTRACTOR** shall not exceed \$11,945, including Washington sales tax, and shall be paid as outlined below or in Attachment A.
- B. Payment on the account of the contracted services shall be made not more than monthly, based on submission by the **CONTRACTOR** to the **COUNTY's** contracting officer of reports and invoices describing the services performed in sufficient detail to enable the **COUNTY's** contracting officer to adequately determine the services for which payment is sought. Payment is due within thirty (30) days of submission of accepted detailed invoice.
- C. The **CONTRACTOR** agrees that funds received from the **COUNTY** can be

expended for only public purposes and the **CONTRACTOR** will keep identifiable financial and performance books and records of all funds received pursuant to this contract from the **COUNTY** detailing the receipts and expenditures of such funds; that these detailed accounting records shall be made available at all reasonable times to any county, state, or federal auditor, whose duties include auditing these funds.

7. **INSURANCE**

The **CONTRACTOR** agrees to save the **COUNTY** harmless from any liability that might otherwise attach to the **COUNTY** arising out of any activities of the **CONTRACTOR** pursuant to this contract and caused by the **CONTRACTOR'S** negligence. The **CONTRACTOR** further agrees to provide the **COUNTY** with evidence of general liability insurance naming the **COUNTY, its elected and appointed official, agents, employees, and volunteers** as an additionally insured party in the amount of \$1,000,000.

8. **INDEMNIFICATION**

Contractor agrees to indemnify and hold harmless the County and its respective employees, agents, licensees and representatives, from and against any and all suits, claims, actions, losses, costs, penalties, damages, attorneys' fees and all other costs of defense of whatever kind or nature arising out of injuries of or death of any and all persons (including Subcontractors, agents, licensees or representatives, and any of their employees) or damage of or destruction of any property (including, without limitation, Owner's property, Contractor's property, or any Subcontractor's property) in any manner caused by, resulting from, incident to, connected with or arising out of Contractor's performance of its work, unless such injury, death or damage is caused by the sole negligence of the County.

In any situation where the damage, loss or injury is caused by the concurrent negligence of the Contractor or its agents and employees and the County or its agents or employees, then the Contractor expressly and specifically agrees to hold the County harmless to the extent of the Contractor or its agents' and employees' concurrent negligence.

The Contractor specifically waives its immunity as against Skamania County under Title 51 RCW (Industrial insurance statute) and acknowledges that this waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that this promise to indemnify and hold harmless applies to all claims filed by and/or injuries to the Contractor's own employees against the County. This provision is not intended to benefit any third parties.

If a Subcontractor is used, then the Contractor shall ensure that all Subcontracts also provide that the Contractor or Subcontractor will waive its immunity under Title 51 RCW.

9. **GOVERNING LAW**

The parties agree that this contract shall be governed by the laws of the State of Washington and that venue for any action pursuant to this contract, either interpreting the contract or

enforcing a provision of the contract, or attempting to rescind or alter the contract, shall be brought in Skamania County, Washington; that the prevailing party shall be entitled to all costs, including reimbursement for attorney's fees at a reasonable rate.

10. **ASSIGNABILITY**

The **CONTRACTOR** shall not assign nor transfer any interest in this contract.

11. **EQUAL EMPLOYMENT OPPORTUNITY**

A. The **CONTRACTOR** shall not discriminate on the basis of race, color religion, sex, national origin, age, disability, marital or veteran status, political affiliation, or any other legally protected status in employment or the provision of services.

B. The **CONTRACTOR** shall not, on the grounds of race, color, sex, religion, national origin, creed, age, or disability:

- (1) Deny an individual any services or other benefits provided under this agreement.
- (2) Provide any service(s) or other benefits to an individual which are different or are provided in a different manner from those provided to others under this agreement.
- (3) Subject an individual to unlawful segregation, separate treatment, or discriminatory treatment in any manner related to the receipt of any service(s), and/or the use of the contractor's facilities, or other benefits provided under this agreement.
- (4) Deny any individual an opportunity to participate in any program provided by this agreement through the provision of services or otherwise, or afford an opportunity to do so which is different from that afforded others under this agreement. The **CONTRACTOR**, in determining (1) the types of services or other benefits to be provided or (2) the class of individuals to whom, or the situation in which, such services or other benefits will be provided or (3) the class of individuals to be afforded an opportunity to participate in any services or other benefits, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, religion, national origin, creed, age, or disability.

12. **NONCOMPLIANCE WITH NONDISCRIMINATION PLAN**

In the event of the **CONTRACTOR**'s noncompliance or refusal to comply with the above nondiscrimination plan, this contract may be rescinded, canceled, or terminated in whole or in part, and the contractor may be declared ineligible for further contracts with the **COUNTY**. The **COUNTY** shall, however, give the **CONTRACTOR** reasonable time to cure this noncompliance. Any dispute may be resolved with the "Disputes" procedure set

forth herein.

13. **DISPUTES**

Except as otherwise provided in this contract, when a genuine dispute arises over an issue related to the contract between the **COUNTY** and the **CONTRACTOR** and it cannot be resolved, either party may submit a request for a dispute resolution to the Board of County Commissioners. The parties agree that this resolution process shall precede any action in a judicial and quasi-judicial tribunal. A party's request for a dispute resolution must:

- a. be in writing; and
- b. state the disputed issues; and
- c. state the relative positions of the parties; and
- d. state the **CONTRACTOR's** name, address, and the **COUNTY** department the contract is with; and
- e. be mailed to the Board of Commissioners, P.O. Box 790, Stevenson, Washington 98648, within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue which he/she now disputes. This dispute resolution process constitutes the sole administrative remedy available under this contract.

14. **WAGE AND HOUR COMPLIANCE**

The **CONTRACTOR** shall comply with all applicable federal and state provisions concerning wages and conditions of employment, fringe benefits, overtime, etc., as now exists or is hereafter enacted during the term of this contract, and shall save the County harmless from all actions, claims, demands, and expenses arising out of the **CONTRACTOR'S** failure to so comply.

15. **DEFAULT/TERMINATION/DAMAGES**

- A. The parties hereto agree that TIME IS OF THE ESSENCE of this contract.
- ~~B. If the **CONTRACTOR** shall fail to fulfill in a timely manner any of the covenants of this agreement, the **COUNTY** shall have the right to terminate this agreement by giving the **CONTRACTOR** seven (7) days' notice, in writing, of the **COUNTY's** intent to terminate and the reasons for said termination. And in the event of any such termination the **CONTRACTOR** shall be liable for the difference between the original contract and the replacement or cover contract as well as all administrative costs directly related to the replacement contract; that in such event the **COUNTY** may withhold from any amounts due the **CONTRACTOR** for such work or completed services any balances due the Contractor, and said amounts shall be used to totally or partially offset the **COUNTY's** damages as a result of the **CONTRACTOR's** breach to the extent they are adequate.~~
- C. Either party may cancel the contract, without fault, by giving the other party 20 days written notice.

16. **OWNERSHIP OF WORK PRODUCTS**

Upon completion of the project or termination for whatever reason, all finished and unfinished documents, data, studies, drawings, service maps, models, photographs, and other work product resulting from this agreement shall become the COUNTY's property.

IN WITNESS WHEREOF, the COUNTY has caused this Contract to be duly executed on its behalf, and thereafter the CONTRACTOR has caused the same to be duly executed on its behalf.

DATED: _____, 20__.

**SKAMANIA COUNTY
BOARD OF COMMISSIONERS**

Chairman

Date

Commissioner

Date

Commissioner

Date

APPROVED AS TO FORM ONLY:

ATTEST:

Prosecuting Attorney

Clerk of the Board

**LUEDERS PYROTECHNICS, LLC
Ray Lueders**

Owner

Date

Attachment A
SUSPENSION & DEBARMENT CERTIFICATION

Definitions: COUNTY shall mean **Skamania County**
CONTRACTOR shall mean **Lueders Pyrotechnics LLC**

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:

This certification is required by the regulations at Title 2 Code of Federal Regulations Part 180 for all lower tier (subcontracting) transactions.

The CONTRACTOR certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The prospective lower tier participant shall provide immediate written notice to the Community Events Program Manager if at any time the CONTRACTOR learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Should the CONTRACTOR enter into a covered transaction with another person at the next lower tier (subcontract), the CONTRACTOR agrees by signing this agreement that it will verify that the person with whom it intends to do business is not excluded or disqualified. The CONTRACTOR will do this by:

- (a) Checking the federal Excluded Parties List System (EPLS); or
- (b) Collecting a certification from that person; or
- (c) Adding a clause or condition to the contract with that person

The CONTRACTOR agrees by signing this agreement that it shall not knowingly enter into any lower tier transaction (subcontract) with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which the transaction originated. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction (subcontract) that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the CONTRACTOR knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Contractor

Date



Skamania County



Date

Contractor and County Guidelines

1. Contractor shall produce a firework display for the County, hereinafter referred to as "Display", at the Skamania County Fairgrounds, Stevenson WA, 98648. The Display shall be fired on July 4th, 2024, at approximately 10:00 PM. The County shall further coordinate for one (1) additional Display to occur as a part of the Skamania County Fair & Timber Carnival; said Display produced by the Contractor in coordination with the County and the Skamania County Fair Board.

2. Contractor shall produce the displays as a service to the County. Contractor shall provide the materials, equipment, and labor as required by law, for the successful completion of the Display. Contractor shall not subcontract any portion of this contract to third parties. County shall apply for all required licenses or permits.

3. County agrees, to provide Contractor with a suitable site to stage the display, which must be clear of any and all people, vehicles and/or structures, acceptable to the Contractor, and any local authority having jurisdiction, to accommodate the normal firing and fallout of debris from the Display. The County shall allow sufficient time and access to the Contractor prior to Display to safely set up the Display on site and ensure that all safety precautions are followed.

4. The County agrees, to provide suitable barriers adequate to prevent any access to the Display site by members of the general public or persons not specifically approved by Contractor, Temporary barricades or fencing will be set up by the County with consultation of Contractor and local authorities having permit or licensing jurisdiction. To the extent allowed by law, any claim arising from injury to unauthorized persons or damages to property left in the Display area, arising out of the negligence of the County are the sole responsibility of the County. To the extent allowed by law, the County agrees to hold the Contractor harmless from any such claim unless the Contractor does not follow any mandatory safety precautions provided in this agreement or Attachment thereto.

5. Contractor shall work with the County and other local authorities having jurisdiction to ensure conditions are safe to fire the Display. Contractor shall not fire the Display if the wind speed exceeds twenty miles per hour, or if for any other reason the Contractor determines that firing the Display is unsafe due to weather or other conditions; if so instructed not to by any local authority having jurisdiction; or, if the unplanned proximity of people or property to the Display site is in violation of any mandatory safety precautions in this agreement or attachment. Contractor shall attempt to fire the Display at such a time as conditions warrant a safe Display. There shall be no refund to the County for effects not fired after arrival on Display site by the Contractor.

6. The County agrees to indemnify and hold harmless the Contractor and its respective employees, agents, and representatives, from and against any and all suites, claims, actions, losses, costs, penalties, damages, attorney's fees and all other costs of defense of whatever kind or nature arising out of injuries of or death of any and all persons or damage of or destruction of any property in any manner caused by, resulting from, incident to, connected with or arising out of the Contractor's performance of its work, unless such injury, death or damage is caused by the

sole gross negligence of the Contractor.

7. County shall have the option to cancel the Display at any time. Contractor shall begin assembly of the Display no more than twenty days prior to the event. If the Display has been assembled and the County shuts down the event for any reason, the Display cannot be taken apart without compromising the integrity and safety of the product. If the County cancels 20 days or less from the display event date, then the Contractor will receive payment for 100% of the product, labor and supplies. As outlined in item 8, in the event of cancellation, the County and the Contractor can arrange to use the firework product and supplies for future events.

8. County may elect to set a rainout or inclement weather Display date for events cancelled more than 20 days in advance. This date must be established at the time of this Agreement being signed and agreed upon by County and Contractor. The date agreed upon will be the week of New Years. The Contractor shall bear no further penalty, in the event of rainout or inclement weather that affects the ability of the Contractor to provide a Display on New Years Eve.

9. This contract shall be governed by the laws of the State of Washington. It is agreed that any court of competent jurisdiction within Skamania County, Washington shall be proper venue for an action. Should such action be brought to enforce or interpret the terms or provisions of this Agreement, each party shall bear its own attorney fees and costs.

10. Nothing in this Agreement shall be construed as forming a partnership, joint venture, agency, or any form of legal relationship, other than contractual, between the Contractor and the County. Neither party shall be held responsible for any Agreements or obligations not expressly provided for herein and shall be severally responsible for their own separate debts and obligations.

Payment Schedule:

Upon receipt of an invoice and W9 from the Contractor, the County will process the payment to not exceed the amount outlined in 6A of the contract.