



CITY OF
TUMWATER

**PUBLIC WORKS COMMITTEE
MEETING AGENDA**

**Online via Zoom and In Person at
Tumwater City Hall, Public Works
Conference Room, 555 Israel Rd. SW,
Tumwater, WA 98501**

**Thursday, June 18, 2026
11:00 AM**

1. Call to Order
2. Roll Call
3. Approval of Minutes: Public Works Committee, May 21, 2026
4. Site Lease Agreement with SiriusXM Amendment 5 (Water Resources & Sustainability Department)
5. Consultant Agreement with HDR Engineering for the Somerset Hill Culvert Replacement project (Transportation & Engineering Department)
6. Additional and Future Items
7. Adjourn

Meeting Information

All committee members will be attending remotely. The public are welcome to attend in person, by telephone or online via Zoom.

Watch Online

<https://us02web.zoom.us/j/85195439306?pwd=Y9g7Nv5eawwMHWLiJa0jhbiUvKs7tw.1>

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 851 9543 9306 and Passcode 908585.

Public Comment

The public may submit comments by sending an email to council@ci.tumwater.wa.us, no later than 5:00 p.m. the day before the meeting. Comments are submitted directly to the Committee members and will not be read individually into the record of the meeting.

Post Meeting

Video of this meeting will be recorded and posted on our City Meeting page: <https://tumwater-wa.municodemeetings.com>.

Accommodations

The City of Tumwater takes pride in ensuring that people with disabilities are able to take part in, and benefit from, the range of public programs, services, and activities offered by the City. To request an accommodation or alternate format of communication, please contact the City's ADA Coordinator

directly, call (360) 754-4129 or email ADACoordinator@ci.tumwater.wa.us. For vision or hearing impaired services, please contact the Washington State Relay Services at 7-1-1 or 1-(800)-833-6384.

MEETING MINUTES

TUMWATER PUBLIC WORKS COMMITTEE
May 21, 2026



CONVENE: 11:00 a.m.

PRESENT: Chair Angela Jefferson and Councilmembers Eileen Swarthout and Brandon Weedon

Excused: Councilmember Kelly Von Holtz

Staff: Community Engagement Specialist Marnie McGrath, City Attorney Karen Kirkpatrick, Transportation & Engineering Director Brandon Hicks, City Administrator Paul Simmons, City Engineer Bill Lindauer, Administrative Assistant Kelly Quiroz, Engineer Ryan Blaser, Water Resources Specialist Carrie Gillum and Program Manager Patrick Soderberg

APPROVAL OF MINUTES: **Councilmember Swarthout moved, seconded by Councilmember Sullivan, to approve the minutes of April 23, 2026, as presented. A voice vote approved the motion.**

RESOLUTION NO. R2026-009, SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM: Deputy Director Cook presented Resolution No. R2026-009, the Six-Year Transportation Improvement Program (TIP). Pursuant to RCW 35.77.010 the City must hold a public hearing and adopt a Six-Year TIP annually by June 30 to outline projected infrastructure. The TIP is a foundational document for planning how the city will use future grant funds that become available for regionally significant projects.

Deputy Director Cook presented a list of capacity projects. Councilmembers asked clarifying questions.

MOTION: **Councilmember Swarthout moved to place Resolution No. R2026-009 – Six Year Transportation Improvement Program on the June 2, 2026, City Council meeting for a public hearing and**

consideration with a recommendation to adopt. A voice vote approved the motion unanimously.

2026 DROUGHT BRIEFING:

Specialist Gillum presented the 2026 drought briefing, noting the Department of Ecology’s statewide drought declaration. Councilmember Jefferson suggested sharing this information more broadly with the community, which Specialist Gillum confirmed is available on the City website. Manager Soderberg added that the Department is conducting outreach through Stream Team and noted ongoing discussions regarding future potential planting limitations in residential codes, though he is not directly involved. After more discussion, Councilmember Jefferson directed this agenda item to come to a future work session.

ADDITIONAL ITEMS:

No additional items.

ADJOURNMENT:

With there being no further business, Chair Jefferson adjourned the meeting at 11:52 a.m.

Prepared by Kelly Quiroz, Administrative Assistant

TO: Public Works Committee
FROM: Tyle Zuchowski, Water Resources & Sustainability Deputy Director
DATE: June 18, 2026
SUBJECT: Site Lease Agreement with SiriusXM Amendment 5

1) Recommended Action:

Place the Site Lease Agreement Amendment 5 with SIRIUS XM RADIO, INC (SiriusXM) on the July 7, 2026, City Council consent calendar, with a recommendation to approve and authorize the Mayor to sign.

2) Background:

SiriusXM leases space on the Tumwater's water tower for wireless communications equipment. The original site lease agreement was signed on January 12, 2001. The proposed lease amendment, the fifth, extends the lease agreement for an additional five years, increases the monthly rate from \$1,613 to \$2,350, and adds an annual escalation rate of 3% over the duration of the lease.

3) Policy Support:

- Chapter 35.42 RCW Leases - Any city or town may, as lessee, lease a building for its use for a term of not to exceed fifty years.
-

4) Alternatives:

- Reject lease agreement amendment and require SiriusXM to remove equipment.
-

5) Fiscal Notes:

In April of 2026, staff completed a rate analysis using readily available market data and informal discussions with other regional municipalities. The analysis concluded that a reasonable market range was \$2,100 to \$2,350. The proposed lease amendment would result in annual revenue to the city of approximately \$28,200.

6) Attachments:

- A. SiriusXM Site Lease Agreement Amendment 5
- B. Original Agreement and Amendments

**FIFTH AMENDMENT
TO
SITE LEASE AGREEMENT
FOR
COMMUNICATIONS FACILITIES – ZONE 4 RESERVOIR**

This Fifth Amendment ("Amendment") is dated effective this ____ day of ____, 2026, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("LESSOR"), and SIRIUS XM RADIO LLC, (fka SIRIUS XM RADIO, INC.), a Delaware limited liability company ("LESSEE").

A. The LESSOR and the LESSEE entered into a Site Lease Agreement dated effective January 12, 2001, allowing LESSEE permission to occupy and install communication facilities on property owned by LESSOR as amended by First Amendment dated June 6, 2011, and Second Amendment dated June 14, 2012, Third Amendment dated August 16, 2016, and Fourth Amendment dated August 12, 2021 (collectively, the "Agreement").

B. Section 17(a) provides that the Agreement may only be amended by written agreement of the parties.

C. The parties desire to amend the Agreement to extend the term and increase compensation during the extended term.

D. LESSEE has notified the LESSOR that it desires to exercise its right to extend the Agreement (Fifth Renewal Term) through 5/31/2031.

E. Section 5(c) of the Agreement provides for renewal periods and sets the rental rate for the initial term and the first Renewal Term. Rental rates for subsequent Renewal Terms shall be negotiated.

F. The parties have negotiated a rental rate for the Fifth Renewal Term.

NOW, THEREFORE, the parties agree to the following terms and conditions:

1. TERM.

The Fifth Renewal Term shall commence on June 1, 2026 and terminate May 31, 2031. A new Site Lease Agreement will be required at the end of amended term.

2. RENT.

A. Section 5(c) of the Agreement shall be amended to set the rental rate for the Fifth Renewal Term at \$2,350.00 per month for the first year. Thereafter, the monthly rate will increase annually by 3% for the remainder of the lease.

3. FULL FORCE AND EFFECT.

All other terms and conditions of the Agreement not modified by this Amendment shall remain in full force and effect.

DATED the effective date set forth above.

****Signatures on the following page****

LESSOR:
CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501

Leatta Dahlhoff
Mayor

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

State of Washington)
) ss
County of _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Signature)
Notary Public in and for the State of Washington
My appointment expires _____

**FOURTH AMENDMENT
TO
SITE LEASE AGREEMENT
FOR
COMMUNICATIONS FACILITIES – ZONE 4 RESERVOIR**

This Fourth Amendment ("Amendment") is dated effective this 12th day of August, 2021, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("LESSOR"), and SIRIUS XM RADIO INC., (fka XM SATELLITE RADIO INC.), a Delaware corporation ("LESSEE").

A. The LESSOR and the LESSEE entered into a Site Lease Agreement dated effective January 12, 2001, allowing LESSEE permission to occupy and install communication facilities on property owned by LESSOR as amended by First Amendment dated June 6, 2011, and Second Amendment dated June 14, 2012, and Third Amendment dated August 16, 2016 (collectively, the "Agreement").

B. Section 17(a) provides that the Agreement may only be amended by written agreement of the parties.

C. The parties desire to amend the Agreement to extend the term, increase compensation during the extended term, and increase the commercial general and professional liability limits.

D. LESSEE has notified the LESSOR that it desires to exercise its right to extend the Agreement (Fourth Renewal Term) through May 31, 2026.

E. Section 5(c) of the Agreement provides for renewal periods and sets the rental rate for the initial term and the first Renewal Term. Rental rates for subsequent Renewal Terms shall be negotiated.

F. The parties have negotiated a rental rate for the Fourth Renewal Term.

NOW, THEREFORE, the parties agree to the following terms and conditions:

1. Term.

The Fourth Renewal Term shall commence on June 1, 2021, and terminate May 31, 2026.

2. Rent.

Section 5(c) of the Agreement shall be amended to set the rental rate for the Fourth Renewal Term at \$1,613.45 per month.

3. Insurance / Indemnification / Eminent Domain.

Section 9 shall be amended to increase the Commercial General Liability limits, to limits not less than \$3,000,000 per occurrence; \$6,000,000 aggregate.

NOW, THEREFORE, the parties agree to the following terms and conditions:

3. FULL FORCE AND EFFECT.

All other terms and conditions of the Agreement not modified by this Amendment shall remain in full force and effect.

DATED the effective date set forth above.

LESSOR:
CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501

LESSEE:
SIRIUS XM RADIO, INC.
1221 Avenue of the Americas, 37th Fl.
New York, NY 10020
Attn: General Counsel

DocuSigned by:
Pete Kmet
B11B2341451D46F...
Pete Kmet, Mayor

[Signature]
Signature (Notarized – see below)
Printed Name: David J. DenHerder
Title: Associate General Counsel

ATTEST:
DocuSigned by:
Melody Valiant
70FEB337401D68D...
Melody Valiant, City Clerk

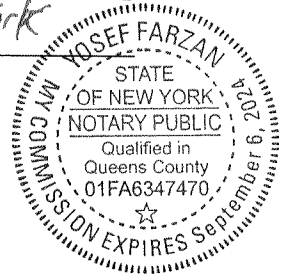
APPROVED AS TO FORM:
DocuSigned by:
Karen Kirkpatrick
9F0E9D38F34249E...
Karen Kirkpatrick, City Attorney

State of New York)
City of New York) ss

I certify that I know or have satisfactory evidence that David J. Denherder is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Associate General Counsel of Sirius XM to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 8/5/21

[Signature]
(Signature)
Notary Public in and for the State of New York
My appointment expires 9/16/24





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
11/04/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services, Inc. of Washington, D.C. 2001 K Street NW Suite 625 N Washington DC 20006 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Sirius XM Radio Inc. 1221 Avenue of the Americas 36th Floor New York NY 10020 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Continental Casualty Company		20443
	INSURER B: The Continental Insurance Company		35289
	INSURER C: American Casualty Co. of Reading PA		20427
	INSURER D: Transportation Insurance Co.		20494
	INSURER E:		
INSURER F:			

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 570084847025 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6079406737	11/03/2020	11/03/2021	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			6079406690	11/03/2020	11/03/2021	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			6079744574	11/03/2020	11/03/2021	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$1,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			6079419813	11/03/2020	11/03/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
D				AOS	11/03/2020	11/03/2021	E.L. EACH ACCIDENT	\$1,000,000
				6079406723			E.L. DISEASE-EA EMPLOYEE	\$1,000,000
				AZ MA OR WI			E.L. DISEASE-POLICY LIMIT	\$1,000,000

Certificate No : 570084847025

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Site Code SEA036B, 1215 Barnes Blvd SW, Tumwater, WA 98501. Additional Insured: City of Tumwater.

CERTIFICATE HOLDER

CANCELLATION

City of Tumwater 555 Israel Road SW Tumwater WA 98501 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Inc. of Washington D.C.</i>
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**THIRD AMENDMENT
TO SITE LEASE AGREEMENT FOR
COMMUNICATIONS FACILITIES – ZONE 4 RESERVOIR**

This Third Amendment ("Amendment") is dated effective this 16th day of August, 2016, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("LESSOR"), and SIRIUS XM RADIO INC., (fka XM SATELLITE RADIO INC.), a Delaware Corporation ("LESSEE").

A The LESSOR and the LESSEE entered into a Site Lease Agreement on January 12, 2001 allowing LESSEE permission to occupy and install communication facilities on property owned by LESSOR as amended by First Amendment dated June 6, 2011 and Second Amendment dated June 14, 2012 (collectively, the "Agreement").

B. Section 17(a) provides that the Agreement may only be amended by written agreement of the parties.

C. The parties desire to amend the Agreement to extend the term and increase compensation during the extended term.

D. LESSEE has notified the LESSOR that it desires to exercise its right to extend the Agreement (Third Renewal Term) through 5/31/2021.

E. Section 5(c) of the Agreement provides for renewal periods and sets the rental rate for the initial term and the first Renewal Term. Rental rates for subsequent Renewal Terms shall be negotiated.

F. The parties have negotiated a rental rate for the Third Renewal Term.

NOW, THEREFORE, the parties agree to the following terms and conditions:

1. Term.

The Third Renewal Term shall commence on June 1, 2016 and terminate May 31, 2021 unless extended pursuant to Section 4 of the Agreement.

2. Rent.

Section 5(c) of the Agreement shall be amended to set the rental rate for the Third Renewal Term at \$1,403 per month.

3. Notices. Section 14 of the Agreement shall be amended to update the following addresses:

If to Lessee to:

SIRIUS XM Radio Inc.
1221 Avenue of the Americas, 37th Floor
New York, NY 10020
Attn: General Counsel

With a copy to:

SIRIUS XM Radio Inc.
1500 Eckington Place NE
Washington, DC 20002
Attn: Lease Administration

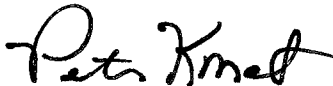
4. Full Force and Effect.

All other terms and conditions of the Agreement not modified by this Amendment shall remain in full force and effect.

DATED the effective date set forth above.

LESSOR:

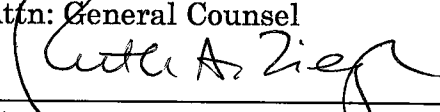
CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501



Pete Kmet, Mayor

LESSEE:

SIRIUS XM RADIO INC.
1221 Avenue of the Americas, 37th Floor
New York, NY 10020
Attn: General Counsel



Signature (Notarized Below)

Printed Name: Ruth Ziegler

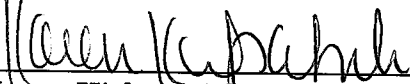
Title: SVP & Deputy General Counsel

ATTEST:



Melody Valiant, City Clerk

APPROVED AS TO FORM:



Karen Kirkpatrick, City Attorney

STATE OF Virginia)
CITY) ss.
COUNTY OF Fredericksburg)


On this day personally appeared before me Ruth Ziebler, to me known to be the SVP, Deputy General Counsel of Sirius XM Radio Inc. that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN my hand and official seal this 16th day of August, 2016.
Jennifer E. Kunkle
Jennifer E. Kunkle
(typed/printed name of notary)

Notary Public in and for the State of Virginia
My commission expires may 31, 2017



Memo

To: Melody Valiant, City Clerk
From:  Amy Gibson, Secretary III
Date: August 30, 2016
Re: Executed Third Amendment to Site Lease Agreement with SIRIUS XM Radio, Inc.

Attached for the city's records is a fully executed original of the above referenced Site Lease.

Let me if you have any questions or concerns regarding this document.

Attachment

c: SIRIUS XM Radio, Inc – Site Lease Agreement File

**SECOND AMENDMENT
TO SITE LEASE AGREEMENT FOR
COMMUNICATIONS FACILITIES – ZONE 4 RESERVOIR**

This Second Amendment ("Amendment") is made and entered this 14th day of June, 2012, dated effective October 1, 2011, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("LESSOR"), and SIRIUS XM Radio Inc., (fka XM SATELLITE RADIO INC.), a Delaware Corporation ("LESSEE").

A The LESSOR and the LESSEE entered into a Site Lease Agreement on January 12, 2001 allowing LESSEE permission to occupy and install communication facilities on property owned by LESSOR as amended by First Amendment dated June 12, 2011 (collectively, the "Agreement").

B. Section 17(a) provides that the Agreement may only be amended by written agreement of the parties.

C. The parties desire to amend the Agreement to extend the term and increase compensation during the extended term.

D. LESSEE has notified the LESSOR that it desires to exercise its right to extend the Agreement (Second Renewal Term) through 5/31/2016.

E. Section 5(c) of the Agreement provides for renewal periods and sets the rental rate for the initial term and the first Renewal Term. Rental rates for subsequent Renewal Terms shall be negotiated.

F. The parties have negotiated a rental rate for the Second Renewal Term.

G. Lessee desires to install additional equipment at the Property and Lessor has agreed to allow such installation.

NOW, THEREFORE, the parties agree to the following terms and conditions:

1. Term.

The Second Renewal Term shall commence on October 1, 2011 and terminate May 31, 2016 unless extended pursuant to Section 4 of the Agreement.

2. Rent.

Section 5(c) of the Agreement shall be amended to set the rental rate for the Second Renewal Term at \$1,220 per month.

3. Permitted Use.

In accordance with Section 3(a) of the Agreement, Lessee shall have the right to remove Two (2) existing Til-Tek-2 DAB (120) antennas and install Four (4) Til-Tek 2335-DAB-H antennas, One (1) ALU cabinet, One (1) 1.8 meter VSAT dish and One (1) 3 inch gps unit. Lessee shall also have the right to replace both the ALU cabinet and existing HNS-XM200 XM cabinet with One (1) DRU cabinet.

4. Full Force and Effect.

All other terms and conditions of the Agreement not modified by this Amendment shall remain in full force and effect.

DATED the effective date set forth above.

LESSOR:

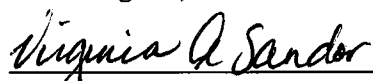
CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501



Pete Kmet, Mayor

LESSEE:

SIRIUS XM Radio Inc.
1500 Eckington Place NE
Washington, DC 20002



Signature (Notarized Below)
Printed Name: Virginia Ann Sandor
Title: VP, Associate General Counsel

ATTEST:



Melody Valiant, City Clerk

APPROVED AS TO FORM:



Karen Kirkpatrick, City Attorney

DISTRICT OF COLUMBIA

On this day personally appeared before me Virginia Ann Sanders, to me known to be the VP Associate General Counsel of SIRIUS XM Radio Inc. that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN my hand and official seal this 14th day of June, 2012.

Adrienne Morrow

Adrienne Morrow

(typed/printed name of notary)

Notary Public in and for the State of _____

District of Columbia

My commission expires 7/14/15



City Hall
555 Israel Road SW
Tumwater, WA 98501-6515
Phone: 360-754-5855
Fax: 360-754-4126

June 27, 2012

Sirius XM Radio, Inc.
Attention: Adrienne Morrow, Senior Director
Leasing & Property Management
1500 Eckington Place NE
Washington, DC 20002

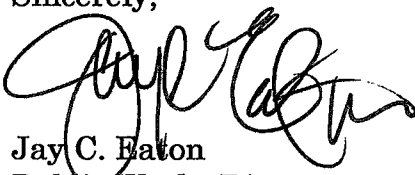
**Re: Executed Second Amendment to Site Lease Agreement
Tumwater Tank, 1215 Barnes Boulevard SW, Tumwater, WA 98512**

Dear Ms. Morrow:

Enclosed is one fully executed original of the Second Amendment to Site Lease Agreement between your firm and the City of Tumwater. Please note that the term of this Second Amendment runs through May 31, 2016.

Thank you for your cooperation in renewing this site lease agreement. Please don't hesitate to contact me should you have any questions or concerns regarding the Site Lease Agreement.

Sincerely,



Jay C. Eaton
Public Works Director

Enclosure

c: Melody Valiant, City Clerk (with Duplicate Original)
Patty Pantier, Accounting Technician

L:\Agreements\Sirius XM Radio Lease\2012-06-27 Transmit Executed 2nd Amendment

**FIRST AMENDMENT
TO
SITE LEASE AGREEMENT
FOR
COMMUNICATIONS FACILITIES - ZONE 4 RESERVOIR**

This First Amendment ("Amendment") is dated effective this 6th day of June, 2011, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("LESSOR"), and SIRIUS XM RADIO INC., (fka XM SATELLITE RADIO INC.), a Delaware Corporation ("LESSEE").

A The LESSOR and the LESSEE entered into a Site Lease Agreement on June 1, 2001 allowing LESSEE permission to occupy and install communication facilities on property owned by LESSOR ("Agreement").

B. Section 5(c) of the Agreement provides for renewal periods and set the rental rate for the initial term and the first Renewal Term. Rental rates for subsequent Renewal Terms shall be negotiated.

C. In 2006, LESEE exercised its right to extend the Agreement (First Renewal Term) through 5/31/2011.

D. LESSEE is seeking a second Renewal Term and the parties are currently in the process of negotiating a rental rate for the second Renewal Term.

E. Because it is possible an agreement as to the rental rate will not be reached before the expiration of the First Renewal Term, the parties desire to extend the term of the First Renewal Term and continue the current rental rate during this extension.

NOW, THEREFORE, the parties agree to the following terms and conditions:

1. Term.

Section 4 of the Agreement shall be amended to extend the term of the First Renewal Term until September 30, 2011.

2. Renewal.

Section 5(c) of the Agreement requiring ninety (90) days advance notice of the new rental rate is hereby waived for purposes of this extension.

3. Full Force and Effect.

All other terms and conditions of the Agreement not modified by this Amendment shall remain in full force and effect.

DATED the effective date set forth above.

CITY:
CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501

SERVICE PROVIDER:
SIRIUS XM RADIO INC.
1500 Eckington Place NE
Washington, DC 20002

Pete Kmet
Pete Kmet, Mayor

Virginia A Sandor
Signature
Printed Name: Virginia Ann Sandor
Title: VP, Associate General Counsel

ATTEST:
Melody Valiant
Melody Valiant, City Clerk

APPROVED AS TO FORM:
Karen Kirkpatrick
Karen Kirkpatrick, City Attorney

STATE OF District)
) ss.
COUNTY OF Columbia)

On this day personally appeared before me Virginia Ann Sandor, to me known to be the VP Associate General Counsel of SIRIUS XM Radio Inc. that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN my hand and official seal this 6th day of June, 2011.

Adrienne Morrow
(typed/printed name of notary)
Notary Public in and for the State of District of Columbia
My commission expires 7/14/15



TUMWATER CITY HALL
555 ISRAEL ROAD SW
TUMWATER, WA 98501-6558
www.ci.tumwater.wa.us
360/754-5855
FAX: 360/754-4126

ADMINISTRATION DEPARTMENT
CITY ADMINISTRATOR
MAYOR AND COUNCIL
360/754-4120

DEVELOPMENT SERVICES DEPARTMENT
BUILDING PERMITS
ZONING & ENGINEERING
360/754-4180

BUILDING INSPECTION
REQUEST LINE
360/754-4189

FINANCE DEPARTMENT
CITY CLERK
INFORMATION SERVICES
360/754-4130
FAX: 360/754-4138

MUNICIPAL COURT
360/754-4190

FIRE DEPARTMENT
360/754-4170
FAX: 360/754-4179

HUMAN RESOURCES DEPARTMENT
360/754-4122
JOB LINE: 360/754-4129

LEGAL DEPARTMENT
CITY ATTORNEY
PROSECUTION SERVICES
360/754-4121

PARKS & RECREATION DEPARTMENT
360/754-4160
FAX: 360/754-4166

MUNICIPAL GOLF COURSE
4611 TUMWATER VALLEY DR SE
TUMWATER, WA 98501
360/943-9500
FAX: 360/943-4378

OLD TOWN CENTER
215 N. 2ND STREET SW
TUMWATER, WA 98512
360/754-4164
FAX: 360/754-2063

PLANNING & FACILITIES DEPARTMENT
LONG RANGE PLANNING
BUILDINGS & GROUNDS
HISTORIC PROGRAMS
360/754-4210
FAX: 360/754-4142

POLICE DEPARTMENT
360/754-4200
FAX: 360/754-4198

PUBLIC WORKS DEPARTMENT
ENGINEERING
360/754-4140
FAX: 360/754-4142

OPERATIONS &
MAINTENANCE
360/754-4150
FAX: 360/754-4154

June 10, 2011

Sirius XM Radio, Inc.
Attention: Adrienne Morrow
1500 Eckington Place NE
Washington, DC 20002

Re: **First Amendment to Site Lease Agreement**

Dear Ms. Morrow:

Enclosed you will find one original of the above referenced agreement which has been signed by Mayor Pete Kmet. You will note that the original we are returning to you has not been signed by Ms. Sandor. The original we retained for our records is fully executed.

Please don't hesitate to contact me or Public Works Director Jay Eaton at 360-754-4140 should you have any questions regarding this document.

Sincerely,

Susan Tuggle
Susan M. Tuggle

Administrative Assistant, Public Works

Enclosure

c: Melody Valiant, City Clerk (w/duplicate original)

L:\Agreements\Sirius XM Radio Lease\2011-06-10 Signed First Amend Transmit

Site Number: SEA0-36B
Site Name: Tumwater Zone 4 Reservoir

SITE LEASE WITH OPTION AGREEMENT

THIS SITE LEASE WITH OPTION AGREEMENT (this "Agreement" is entered into this 12th day of January, 2000 between the City of Tumwater, ("Lessor") and XM Satellite Radio/Inc., a Delaware corporation ("Lessee").

WHEREAS, Lessor is the owner of certain real property including building(s) as more particularly described in Exhibit A attached hereto and made a part hereto by this reference ("Property"); and

WHEREAS, Lessee desires to obtain an option on the Property for the purpose of occupying and installing its Communication Facilities as more specifically set forth below.

WHEREFORE, Lessor and Lessee agree as follows:

1. Lessor, for and in consideration of this agreement and mutual considerations, the receipt whereof is hereby acknowledged, does hereby grant and convey unto Lessee, its successors, assigns, and agents, an Option to lease the Property for the Permitted Use set forth in Section 3 below.

2. Option to Lease.

(a) In consideration of the payment of Eight Hundred Seventy-five Dollars (\$875.00) (the "Deposit") by Lessee to Lessor, Lessor hereby grants to Lessee an option to lease the use of a portion of the real property described in attached Exhibit A (the "Property"), on the terms and conditions set forth herein (the "Option"). The Option shall be for a term of six (6) months, commencing on the date first stated above (the "Option Period").

(b) The Option to lease Lessor's Property may be exercised by Lessee at any time during the Option Period by providing Lessor with written notice of Lessee's intent. Lessor shall lease the Premises to Lessee subject to the terms and conditions in this Lease, and the Option Deposit shall be applied to Rent for the sixtieth (60th) month of the Term or for the last month of the Term if sooner terminated. During the Option Period, if Lessee determines that the Premises are unsuitable for Lessee's Facilities or contemplated use, then Lessee shall so notify Lessor; this Lease will terminate, and Lessor shall retain the Option Deposit. Lessor agrees that Lessee may extend the Option Period by six (6) additional months by providing Lessor with written notice prior to the expiration of the original Option Period and by paying Lessor, at the time Lessee requests the extension, mutual considerations.

3. Permitted Use. The location on Lessor's Property which Lessee is occupying and installing its facilities shall be referred to as "Site" described in attached Exhibit "B".

(a) Lessee shall have the right, at its expense, to install, construct, reconstruct and maintain on the Site communication facilities including, without limitation, radio and other communication transmitting and receiving antennas, support mounts, cables, equipment, equipment storage structures and other improvements relating thereto (collectively the "Communications Facilities"). Lessee shall have the right to modify, supplement, replace, upgrade or relocate the Communications Facilities on the Property at any time during the term of the lease so long as said relocation, replacement or upgrade is made for the purpose of improving the operation of its Communications Facilities, with prior written consent of Lessor, which shall not be unreasonably withheld.

(b) Lessee shall give Lessor twenty-four (24) hours notice prior, verbally or in writing, of its intent to make any improvements, installations, maintenance or removal on the Site setting forth the nature of same, except in the case of emergency repairs. Workers for Lessee or agents thereof who work on Lessor's facilities will supply proper credentials and equipment for working on or around elevated water tanks.

(c) Lessee shall pay any incremental additional utility charges to the Site incurred as a result of Lessee's Permitted Use. Lessee shall have a right, at its expense, to install or improve utilities within or on the Property to service this Site.

(d) Notwithstanding the provisions of 3(a) above, prior installation, modification or relocation of any of the described communication facilities, Lessee shall gain Lessor's consent as to the location said facilities are intended to be installed. Said prior approval shall also be required with respect to size, shape and power output of the facilities. The parties agree that Lessor's approval shall not be unreasonably withheld.

(e) Lessee agrees that all improvements placed upon the property will be structurally secure, and that the Lessor and its equipment will be protected from damage or undue maintenance problems due to the presence of Lessee's equipment on the Site.

(f) In the event that Lessee shall find it necessary to enter the premises of Lessor's property at which the improvements are located, Lessee shall be solely liable for damage to Lessor's equipment.

(g) Lessor has no responsibility for maintenance or for security for the improvements placed upon the property by Lessee. Lessor shall have no liability to Lessee in the event of power failure or interruption of electrical service regardless of whether such interruption is caused by Lessor or agents thereof. In the event that Lessor is required to make water tank repairs, maintenance, or painting, the Lessor agrees to provide thirty (30) days notice to Lessee. Lessee agrees to accommodate Lessor by taking whatever action is necessary to secure the improvements of Lessee, or to remove them temporarily, if necessary, in order for Lessor to make repairs and do the

maintenance. In such event, Lessor will grant Lessee the right to install temporary communications facilities as are necessary to continue service. Lessor will use its best efforts to speedily take care of any work which requires Lessee to remove or otherwise disable its equipment.

4. Term. This Lease, if executed, shall be for a term of five (5) years ("Lease Term"), and shall commence on the date that the Lessee states in its written notice to Lessor of its intent to execute its right to lease the Property. Lessee shall have a right to renew the Lease Term four (4) additional terms at five (5) year terms each (each being a "Renewal Term").

5. Rent

(a) For the duration of the "lease term" Lessee shall pay Lessor as Rent Eight Hundred Seventy-Five Dollars (\$875) per month ("Rent"). Rent shall be payable in advance beginning on the Commencement Date for the first and for the following month, and thereafter Rent will be payable monthly in advance on the fifth (5th) day of each month for the following month to Lessor's address specified below. If this Lease is terminated at a time other than on the last day of a month, Rent shall be prorated as of the date of termination for any reason other than a default by Lessee, and all prepaid Rent shall be refunded to Lessee.

(b) Lessee shall pay, as additional rent, any increase in real property taxes levied against the site which is directly attributable to Lessee's use of the site, and Lessor agrees to furnish proof of such increase to Lessee.

(c) Renewal. Lessee shall have the right to extend this Lease for four (4) additional, five-year terms ("Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth herein, except that rent shall be One Thousand Fifty Dollars (\$1050) for the duration of the first Renewal Term. Provided Lessee elects to extend for one or more of the remaining three (3) Renewal Terms, no less than ninety (90) days prior to the commencement of such Renewal Term the parties shall come to agreement on a mutually acceptable rent rate. Agreement as to the monthly rent for such Renewal Terms shall be based on good faith negotiations by both parties. In the event agreement cannot be reached, the lease shall terminate.

6. Due Diligence. During the Option Period and any option extension, Lessee, its agents, engineers, or contractors, shall have the right to enter upon Lessor's Property to inspect, examine, sample and conduct all engineering tests or studies of the Site, to apply for and obtain all licenses and permits required for the Lessee's Permitted Use from all applicable governmental or regulatory entities, and otherwise do those things on the Site that, in the opinion of Lessee are necessary to determine the physical condition of the Site, Lessor's title to the Site, and the feasibility or suitability of the Site for Lessee's Permitted Use, all at Lessee's expense. Lessee shall not be liable to Lessor or any third party on account of any pre-existing defect or condition on or with respect to the Site, whether or not such defect or condition is disclosed by Lessee's inspection,

although Lessee shall be responsible for any damage, loss or destruction to the Site as a result of the actions of its employees, representatives or agents during the due diligence activities.

7. Interference

(a) Lessee shall not use the Site in any way that interferes with the existing use by: (i) Lessor, or ((ii) Lessees or licensees of Lessor holding rights to such site on the date of this Agreement ("Existing Lessees").

(b) Lessor warrants to Lessee the use and quiet enjoyment of the Site. Lessor agrees that it shall not use, nor shall it permit its Lessees, Lessees' employees, invitees or agents, to use any portion of the Property in any way which would interfere with the operation of Lessee, provided that continued use by Lessor or Existing Lessees in the same manner as existed at the time the Lease was executed shall not constitute interference with Lessee's operations.

(c) Investigation of Complaints. Lessee agrees to promptly investigate complaints regarding the operation of its equipment whether made to Lessee directly or to Lessor. If made to Lessee directly, Lessee agrees to inform Lessor of the nature of the complaint. Lessee further agrees to remedy problem if under Section 7(a) and (b), Lessee is responsible for the interference.

(d) Annual Measurement of Radio Frequency Emissions. At least annually, Lessee shall submit a report to Lessor showing the amounts of radio frequency emissions generated by the facilities and verifying that said emission levels are within FCC guidelines.

8. Environmental Matters.

(a) Lessee will be solely responsible for and will defend, indemnify and hold Lessor, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorney's fees and costs, arising out of or in connection with the cleanup or restoration of the property associated with the Lessee's use of Hazardous Materials.

(b) Lessor will be solely responsible for and will defend, indemnify, and hold Lessee, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorney's fees and costs, arising out of or in connection with the removal, cleanup, or restoration of the property with respect to Hazardous Materials from any and all sources other than those Hazardous Materials introduced to the property by Lessee.

(c) "Hazardous Materials" means asbestos or any hazardous substance, waste or materials as defined in any federal, state, or local environment or safety law or regulation including, but not limited to, CERCLA.

(d) The obligations of this Section 8 shall survive the expiration or other termination of this Agreement.

(e) Lessee will be solely responsible for and will defend, indemnify, and hold Lessor, its agents, officials and employees harmless from and against any and all claims, costs and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with Lessee's operation of radio and other communication transmitting and receiving antennas on Lessor's property, including, but not limited to, such antennas' wrongful interference with Lessor or third parties' equipment that might be affected by such antennas and by such other damages that might be caused through the transmission signals of such antennas.

(f) To the fullest extent feasible, Lessee agrees to utilize and install antenna and equipment that is the least obtrusive to the visual environment. In all cases the antenna and related equipment shall be painted so as to blend with the facility it is attached to. Lessee shall confirm with Lessor regarding color selection.

9. Insurance / Indemnification / Eminent Domain. Lessee shall maintain at its expense commercial general liability insurance covering actions by Lessee providing for a limit of not less than One Million Dollars (\$1,000,000.00) single limits, bodily injury and/or property damage combined, for damages arising out of bodily injuries to or death of all persons and for damages to or destruction of property, including the loss of use thereof. Coverage shall include independent contractor's protection, premises operations, products/completed operations and contractual liability with respect to the liability assumed by Lessee hereunder. Lessor and Lessee shall look solely to insurance for loss due to any damage which is covered by insurance and neither party's insurance company shall be subrogated to a claim against the other party. In the event Lessee is self-insurance, Lessee shall supply Lessor with a certificate of self-insurance which complies with policy limitations set forth above. Each party shall indemnify and defend the other against loss from their negligent acts and that negligent act of their employees, agents, licensees, and invitees. The parties shall share in a condemnation award in proportion to their interest in the Property taken.

10. Assignment and Subleasing

(a) Upon Lessor's written consent, which shall not be unreasonably withheld, Lessee may assign this Lease, in part or in whole, including its right to renew, to any person or business entity which is licensed by the Federal Communications Commission.

(b) Lessee may sublet and assign the Lease, or portion thereof, and its other rights hereunder to any person or business entity which is a parent, subsidiary or affiliate of Lessee.

(c) Upon notification to Lessor of any assignment, Lessee shall be relieved of all performance, liabilities and obligation under this Site Lease With Option Agreement.

d) In the event Lessor elects to permit another communications user the right to use any of Lessor's Property, Lessor agrees to notify Lessee thirty (30) days prior to the issuance of such authority for the purpose of determining whether the third party communications user will interfere with Lessee's use or intended use of the Site. Should Lessee notify Lessor in writing that the third party communications will interfere with Lessee's operations, the Lessor agrees not to permit the third party communications user the right to use the Site. Lessee's consent shall not be unreasonably withheld.

11. Termination. This Site Lease With Option Agreement may be terminated as follows:

(a) By Lessor if Lessee fails to cure a default for payment of amounts due hereunder within thirty (30) days after Lessee's receipt of written notice of default from Lessor;

(b) By the non-defaulting party if the other party defaults [other than a default described in Section 11(a) above] and fails to cure such default within sixty (60) days after written notice of such default is received by the defaulting party from the non-defaulting party, provided, however, that if such default is capable of being cured, the Lessee may not be terminated so long as the defaulting party commences appropriate curative action within such sixty (60) day period and thereafter diligently prosecutes such cure to completion as promptly as possible;

(c) By Lessee upon sixty (60) days prior written notice, provided, however, Lessee shall be obligated to pay rent for six months.

(d) Within sixty (60) days of the expiration or termination of this Agreement, Lessee shall at its own cost and expense, remove all facilities from Lessor's property and restore said property to its pre-lease condition, normal wear and tear excepted.

12. Successors and Assigns. This Agreement shall run with the Property and shall be binding upon and insure to the benefit of the parties, their respective successors, personal representatives and assigns.

13. Representations and Warranties. Each party covenants and warrants to the other that (i) it has the full right, power and authority to execute this Site Lease With Option Agreement and has the power to grant all rights hereunder, (ii) its execution and performance of this Agreement will not violate any laws, ordinances, covenants, or provisions of any mortgage, lease or other agreement binding on said party, and (iii) the execution and delivery of this Agreement, and the performance of its obligations hereunder, have been duly authorized by all necessary personnel or corporate officers and do not violate any provisions of law or the party's certificate of incorporation or bylaws or any other arrangement, provisions of law or court order or decree.

14. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed by certified mail, return receipt requested, to the following addresses:

If to Lessor, to:

The City of Tumwater
555 Israel Road SW
Tumwater, WA 98501
Phone: (360) 754-4121
Fax: (360) 754-4126
Attn: Patrick L. Brock

If to Lessee to:

XM Satellite Radio Inc.
1500 Eckington Place, N.E.
Washington, DC 20002-2194
Phone: (202) 380-4500
Attn: Mr. Joe Titlebaum

15. Waiver of Landlord's Lien. Landlord (Lessor) hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof which shall be deemed personal property for the purposes of this Lease, regardless of whether or not the same is deemed real or personal property under applicable laws, and Lessor gives Lessee the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Lessee's sole discretion and without Lessor's consent.

16. Title Report. Lessee has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of Lessee, such title report shows any defects of title or any liens or encumbrances which may adversely affect Lessee's use of the Premises, Lessee shall have the right to terminate this Lease immediately upon written notice to Lessor.

17. Miscellaneous

(a) This Site Lease with Option Agreement shall constitute the entire agreement and understanding of the parties with respect to the Property that is the subject matter thereof and supersedes all offers, negotiations and other agreements with respect thereto. There are no representations or understanding of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by both parties.

(b) Any claim, controversy, or dispute arising out of this Agreement shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in the county where the property is located. There shall be no discovery other than the exchange of information which is provided to the arbitrator by the parties. The arbitrator shall have the authority only to award compensatory damages and shall not have the authority to award punitive damages or other noncompensatory damages; the parties hereby waive all rights to and claims for monetary awards other than compensatory damages.

(c) Either party hereto that is represented in this transaction by a broker, agent or commission salesperson (a "Representative") shall be fully and exclusively responsible for the payment of any fee, commissions or other compensation owing to such Representative, and shall indemnify and hold the other party harmless from and against any claim to a fee, commission or other compensation asserted by such Representative, including reasonable attorneys' fees and costs incurred in defending such claim.

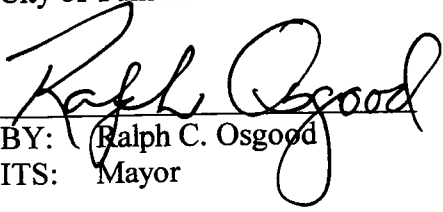
(d) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

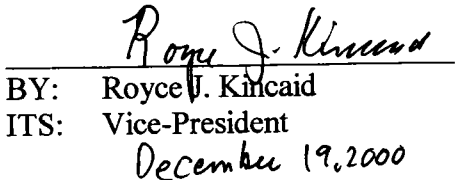
(e) By executing this Agreement, the parties are not establishing any joint undertaking, joint venture or partnership. Each party shall be deemed an independent contractor and shall act solely for its own account.

The parties have entered into this Agreement as of the date first stated above.

LESSOR:
City of Tumwater

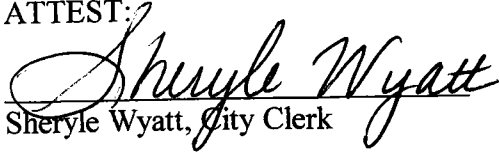
LESSEE:
XM Satellite Radio Inc.

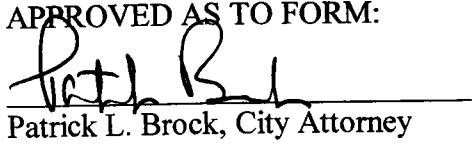

BY: Ralph C. Osgood
ITS: Mayor


BY: Royce J. Kincaid
ITS: Vice-President
December 19, 2000

Federal Tax ID: 91-6001520
555 Israel Road SW
Tumwater, WA 98501

Federal Tax ID: _____
1500 Eckington Place, N.E.
Washington, DC 20002-2194

ATTEST:

Sheryle Wyatt, City Clerk

APPROVED AS TO FORM:

Patrick L. Brock, City Attorney

STATE OF District)
)ss.
COUNTY OF Columbia)

I certify that I know or have satisfactory evidence that Royce J. Kincaid is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the VP, Terr. Rptr. Prgm. of XM Satellite Radio Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: 12/19/00

Adrienne M. Crowley
Notary Public
Print Name Adrienne M. Crowley
My Commission Expires: 7/14/05



AK

**EXHIBIT A
Legal Description**

To the Site Lease with Option dated _____ between the City of Tumwater as Lessor, and XM Satellite Radio Inc., as Lessee:

The Property is legally described as follows:

(see attached)

EXHIBIT "A"

PARCEL A:

That portion of the South half of Section 27, Township 18 North, Range 2 West, W.M., described as follows: Beginning at the Northwest corner of said Section 27: thence South 01° 57' 12" West, along the West line of said section, 2,235.34 feet to the intersection with a curve concave to the Northwest radius of 509.00 feet from which point of intersection the radius point bears North 45° 34' 14" West; thence following the route of an easement recorded April 26, 1976 under Auditor's File No. 963690, Northeasterly along said curve on an arc distance of 80.74 feet through a central angle of 09° 05' 19"; thence continuing along said easement for the following seven courses: South 88° 46' 43" East 801.89 feet to the beginning of a curve to the right having a radius of 161.00 feet; thence Southeasterly, along said curve, an arc distance of 207.01 feet through a central angle of 19° 15' 15"; thence South 69° 31' 28" East 663.69 feet to the beginning of a curve to the right having a radius of 416.00 feet; thence Southeasterly, along said curve, an arc distance of 249.31 feet through a central angle of 34° 20' 16"; thence South 35° 11' 12" East 655.22 feet to the beginning of a curve to the left having a radius of 369.00 feet; thence Southeasterly, along said curve, an arc distance of 277.42 feet through a central angle of 43° 04' 32"; thence South 78° 15' 44" East 46.10 feet; thence leaving said easement South 11° 44' 16" West 141.66 feet; thence South 18° 15' 44" East 324.13 feet to the true point of beginning; thence North 71° 44' 16" East 156.24 feet; thence South 18° 15' 44" East 198.00 feet; thence South 71° 44' 16" West 172.00 feet; thence North 18° 15' 44" West 198.00 feet; thence North 71° 44' 16" East 15.76 feet to the true point of beginning.

PARCEL B:

A 30 foot wide easement for ingress, egress and utilities as contained in instrument recorded September 6, 1984 under Auditor's File No. 8409060033.

In the County of Thurston, State of Washington.

EXHIBIT B
Premises Location Within the Property

To the Site Lease with Option dated _____ between the City
of Tumwater as Lessor, and XM Satellite Radio Inc., as Lessee:

The location of the Premises within the Property is more particularly
described and depicted as follows:

(see attached)

EXHIBIT C
Site Plan

To the Site Lease with Option dated _____ between the City
of Tumwater as Lessor, and XM Satellite Radio Inc., as Lessee:

Site Plan and Equipment

(Construction drawings to be provided to Lessor upon completion
and to be fully incorporated herein)

EXHIBIT D
Memorandum of Lease and Option

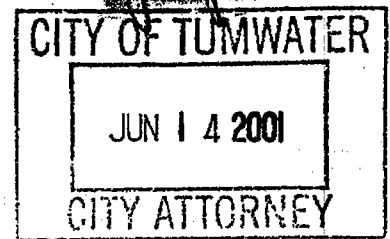
To the Site Lease with Option dated _____ between the City
of Tumwater as Lessor, and XM Satellite Radio Inc., as Lessee:

(N/A)

EXHIBIT E
IRS Form W-9

To the Site Lease with Option dated _____ between the City
of Tumwater as Lessor, and XM Satellite Radio Inc., as Lessee:

Document Attached



June 1, 2001

Patrick L. Brock
The City of Tumwater
555 Israel Road SW
Tumwater, WA 98501

RECEIVED

JUN 15 2001

TUMWATER
PUBLIC WORKS

Re: Site Name/No.: Tumwater Zone 4 Reservoir/SEA036B

Dear Mr. Brock:

Pursuant to the Site Lease With Option Agreement between The City of Tumwater and XM Satellite Radio Inc. ("XM") for the above captioned site, this letter is to notify you of XM's intent to exercise its option to lease the real property described in the lease. In accordance with paragraph 4 of the agreement, the lease Commencement Date shall be June 1, 2001.

Please feel free to contact me with any questions.

Best Regards,

Melissa Sawyer
Project Coordinator, National Site Acquisition
Phone (202) 380-4073
Fax (202) 380-4541
E-Mail melissa.sawyer@xmradio.com

PH: (202) 380-4073 FAX: (202) 380-4541

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/17/08

PRODUCER USI Northeast, Inc. - C/L Suite 301, North 555 Pleasantville Rd Briarcliff Manor, NY 10510		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW	
INSURED Sirius XM Satellite Radio 1500 Eckington Place NE Washington DC 20002-2164		INSURERS AFFORDING COVERAGE	NAIC # 20281
		INSURER A: Federal Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>	35310819	11/03/08	11/03/09	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS COMP/OF AGG	\$2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	73253148	11/03/08	11/03/09	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY				AUTO ONLY EA ACCIDENT	\$
		ANY AUTO				OTHER THAN AUTO ONLY EA ACC AGG	\$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	79763003	11/03/08	11/03/09	EACH OCCURRENCE	\$25,000,000
						AGGREGATE	\$25,000,000
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	71628606	11/03/08	11/03/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	1,000,000
						E.L. DISEASE EA EMPLOYEE	\$1,000,000
						E.L. DISEASE POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

SEA036B 1215 Barnes Blvd SW Tumwater WA 98501 Additional Insured City of Tumwater

CERTIFICATE HOLDER

City of Tumwater
555 Israel Road SW
Tumwater, WA 98501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Mr. Charles W. Billigan

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

If SUBROGATION IS WAIVED subject to the terms and conditions of the policy certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s) authorized representative or producer and the certificate holder nor does it affirmatively or negatively amend extend or alter the coverage afforded by the policies listed thereon

TO: Public Works Committee
 FROM: Ryan Blaser, Engineer III
 DATE: June 18, 2026
 SUBJECT: Consultant Agreement with HDR Engineering for the Somerset Hill Culvert Replacement project

1) Recommended Action:

Place the Consultant Agreement with HDR Engineering for the Somerset Hill Culvert Replacement project on the July 7, 2026, City Council consent calendar with a recommendation to approve in substantially similar form as approved by the City Attorney and authorize the Mayor to sign

2) Background:

The culvert conveying Percival Creek under Somerset Hill Drive has been identified as a partial barrier to fish passage. This project will replace the existing culvert with a bridge structure that allows for easier fish passage, creates improved habitat, and helps to realign the creek toward its natural channel. The final project will also protect the existing bank from further erosion, which currently threatens to undermine several trees and potentially damage adjacent existing city utility infrastructure.

The Preliminary Engineering phase of the project is expected to be completed by the end of 2027 and the Construction phase is anticipated to begin Summer 2028 and be completed by Fall 2028.

The design fee for this Agreement is \$1,141,398 and will include full plans, environmental permitting, specifications, cost estimate, and construction support.

3) Policy Support:

Strategic Priorities and Goals 2026-2032:

Be a Leader in Environmental Health and Sustainability –Conserve and protect Tumwater's water resources.

4) Alternatives:

- Request changes to the scope of work and budget
 - Do not recommend for approval and authorization
-

5) Fiscal Notes:

This project will be funded in part by a federal grant (Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation Program [PROTECT]) totaling \$4,000,000 for Preliminary Engineering and Construction costs; any additional costs will be covered by City funds; City staff are currently pursuing additional funding sources.

6) Attachments:

- A. Consultant Agreement with HDR Engineering for the Somerset Hill Culvert Replacement project

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

Agreement Number:

Firm/Organization Legal Name (do not use dba's): HDR Engineering, Inc.	
Address 905 Plum Street SE, Town Square 3, Suite 200, Olympia, WA 98501	Federal Aid Number PROJECT-1325(011)
UBI Number 601-021-437	Federal TIN 47-0680568
Execution Date See Page 14 of this Agreement.	Completion Date December 31, 2028
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 Somerset Hill Fish Passage Barrier Removal	
Description of Work Replace the current partial barrier with a bridge to allow for unimpeded fish and wildlife habitat and passage at the crossing, and allow Percival Creek sufficient space to meander and change its sediment deposition and bankfull width over time.	
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No DBE Participation <input type="checkbox"/> No MBE Participation <input type="checkbox"/> No WBE Participation <input type="checkbox"/> No SBE Participation
Maximum Amount Payable: 1141398.00	

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 City of Tumwater, 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: Brandon Hicks, Director
Agency: City of Tumwater
Address: 555 Israel Rd SW
City: Tumwater State: WA Zip: 98501
Email: bhicks@ci.tumwater.wa.us
Phone: 360-754-4140
Facsimile:

If to CONSULTANT:

Name: Ty Johnson
Agency: HDR Engineering, Inc.
Address: 905 Plum Street SE, Town Square 3, Suite 200
City: Olympia State: WA Zip: 98501
Email: Ty.Johnson@hdrinc.com
Phone: 360-570-4414
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:

LA-11264

Agreement Number

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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: Kelly Quiroz
 Agency: City of Tumwater
 Address: 555 Israel Road SW
 City: Tumwater State: WA Zip: 98501
 Email: KQuiroz@ci.tumwater.wa.us
 Phone: 360-754-4140
 Facsimile:

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

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

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

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

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

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

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

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

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

Signature

Date

Signature

Date

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

Exhibit A Scope of Work

Project No.

EXHIBIT A

City of Tumwater

SOMERSET HILL FISH PASSAGE BARRIER REMOVAL PROJECT-1325(011)

Scope of Services

June 2026



**905 Plum Street SE
Suite 200, Town Square 3
Olympia WA 98501-9000
(360) 570-4400**

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SCOPE OF SERVICES

Project Description

Percival Creek crosses Somerset Hill Drive between Tyndell Circle SW and Thorpe Drive SW through a 5-foot-diameter aluminum culvert. A 2015 Washington Department of Fish & Wildlife (WDFW) survey identified the culvert as a 67% passable fish barrier due to high velocities. Although the culvert is installed perpendicular to the road, the stream approaches and exits at a skewed angle. The creek flows through a confined ravine with limited channel migration, and the culvert currently directs flows into the right bank immediately downstream. This has caused significant erosion and bank instability, which is undermining a large fir tree. City of Tumwater (City) staff are concerned that if the tree fails, it could damage the nearby 8-inch sewer line that runs from the northern neighborhood to the main line along Somerset Hill Drive.

The City will replace the current partial barrier with a fish passable structure. The objective of the new structure is to allow for unimpeded fish and wildlife habitat and passage at the crossing. It will also allow Percival Creek space to meander and change its sediment deposition and bankfull width over time without constriction. The City selected HDR Engineering, Inc. (CONSULTANT) to provide design, permitting, and construction support services required to replace the existing fish passage barrier with a fish passable structure and restore the stream segment and its banks to a more natural, stable condition.

Assumptions

1. The City will compile the Division 1 and 2 specifications.
2. CONSULTANT and its subconsultants will write the special provisions.
3. The design will be developed in accordance with the following publications, which are the latest edition and amendments as of the date of the signing of this agreement:
 - A. City of Tumwater General Special Provisions (version provided in NTP 2026)
 - B. City of Tumwater Development Guide (2025)
 - C. City of Tumwater Standard Details (2022)
 - D. City of Tumwater Drainage Design and Erosion Control Manual (2022) (2022 DDECM)
 - E. City of Tumwater Municipal Code (2026)
 - F. WSDOT Standard Specifications for Road, Bridge and Municipal Construction (2026)
 - G. WSDOT General Special Provisions (2026)
 - H. WSDOT Standard Plans (2024)
 - I. WSDOT Local Agency Guidelines (2025)
 - J. WSDOT Hydraulics Manual (2025)
 - K. WSDOT Bridge Design Manual (2025)
 - L. WSDOT Geotechnical Design Manual (2022)
 - M. WSDOT Highway Runoff Manual (2019)
 - N. WDFW Water Crossing Design Guidelines (2013)
 - O. WDFW Integrated Streambank Protection Guidelines (2003)

- P. FHWA HEC-18: Evaluating Scour at Bridges (5th edition, 2012)
 - Q. FHWA HEC-23: Bridge Scour and Stream Instability Countermeasures (3rd edition, 2009)
 - R. Architectural and Transportation Barriers Compliance Board Public Right of Way Accessibility Guidelines (2023)
 - S. AASHTO A Policy on Geometric Design of Highways and Street (7th edition, 2018)
 - T. AASHTO LRFD Bridge Design Specifications (10th edition, 2024)
 - U. AASHTO Roadside Design Guide (4th edition, 2011)
 - V. AASHTO Guidelines for Geometric Design for Very Low-Volume Local Roads (ADT ≤ 400) (2nd edition, 2019)
 - W. USDOT Manual on Uniform Traffic Control Devices for Streets and Highways (11th edition, 2025)
4. The design will not follow Manual 22 deliverable requirements (Brian Abbott Fish Barrier Removal Board Grant Program).
 5. CONSULTANT CAD standards will be used for CAD work.
 6. See below for additional assumptions at a task level.

Task 1 – Project Management & Support Services

Objective

The purpose of this task is to monitor and adjust the scope, schedule, and budget as well as provide monthly status reporting, accounting, and invoicing, and management of the project team including subconsultants in coordination with City staff.

CONSULTANT Services

1. Prepare monthly invoices and status reports describing services completed during the period, issues to be addressed, and services planned for the next period. Project setup, management, and coordination with subconsultants.
2. Attend and lead kickoff and bi-weekly project review meetings with the City to evaluate the progress of the scope, schedule, deliverables, and budget.
3. Prepare the agenda and notes for bi-weekly project review meetings.
4. Attend 30%, 60%, and 90% project deliverable meetings.
5. Prepare the agenda and notes for kickoff, 30%, 60%, and 90% project deliverable meetings with the City.
6. Prepare Job Hazard Analysis (JHA) and site-specific Health and Safety Plan (HASP).
7. Project team coordination (internal).
8. Grant research which includes client support to assist in grant manager conversations, grant requirements, and deadlines for the PROTECT grant.
9. Project closeout.

City Responsibilities

1. Prompt processing and payment of compliant invoices. The City will make one progress payment each month.
2. Attendance at kickoff and bi-weekly review meetings to provide input, feedback, and direction.
3. Review and provide comments to meeting notes in relation to accuracy for bi-weekly review meetings.
4. Attendance at 30%, 60%, and 90% project deliverable meetings.
5. Review and provide conflict-resolved comments on 30%, 60%, and 90% deliverables.
6. Coordinate with City staff for attendance at project review or project deliverable meetings.
7. Coordinate with City staff to attend site visit.

Assumptions

1. The project duration for Tasks 1 through 16 will be 19 consecutive months and is assumed to occur between June 2026 and December 2027. The project will be advertised for bid in November 2027, Task 17 will occur as described in this scope of services to begin in the summer of 2028.
2. Kickoff meeting will be held virtually. A total of three CONSULTANT staff members will attend and the meetings will be one (1) hour in duration. An additional hour of Project Management time is required for meeting notes and agenda.
3. Bi-weekly project review meetings (Total of 40) will be held virtually. A total of three CONSULTANT staff members will attend and meetings are assumed to be one (1) hour in duration. An additional hour of Project Management time per meeting is required for meeting notes and agenda.
4. Project deliverable meetings will include the following: three (3) meetings to discuss City review comments and input on deliverables (two weeks after submittal of the 30% plans, 60% and 90% plans, specifications and estimate (PS&E)). These meetings will be attended by up to three CONSULTANT staff members and will be a total of two (2) hours in duration. An additional one hour of project management time per meeting will be required for meeting notes and agendas.
5. The City will schedule project team meetings and coordinate the necessary activities with other City departments in relation to the defined services provided by CONSULTANT herein.
6. CONSULTANT will not be held responsible for delays occasioned by factors beyond its control, or which could not reasonably have been foreseen at the time of execution of the Agreement.
7. During invoicing periods when no design/engineering work is performed, CONSULTANT will not submit an invoice/status report to the City for that billing period.
8. CONSULTANT will need eight (8) hours to assist the City in PROTECT grant research and coordination.
9. Meeting notes will contain a tracking log of action items and high-level tasks to be updated at each meeting.
10. The City will develop the grant agreement.

11. Project closeout will occur after completion of construction which will begin in the Summer of 2028.

Deliverables

1. Monthly reports and invoices (one copy with invoice).
2. Meeting agenda and notes for kickoff meeting delivered electronically in Microsoft Word format.
3. Meeting agendas and notes for biweekly project review meetings delivered electronically in Microsoft Word format.
4. Meeting agenda and notes for three project deliverable meetings delivered electronically in Microsoft Word format.

Task 2 – Data Collection - Topographic Survey and Right of Way Mapping

Objective

MTN2COAST, LLC (M2C), as a SUBCONSULTANT to CONSULTANT, to provide survey services in support of Tumwater’s Somerset Hill Fish Passage project.

CONSULTANT Responsibilities

1. Retain SUBCONSULTANT.
2. Review and provide comment on SUBCONSULTANT deliverables.
3. Review SUBCONSULTANT project Safety Plan and Quality Assurance Plan.
4. Create survey request and provide to SUBCONSULTANT and the City delivered electronically in PDF format.

M2C (Subconsultant) Services

1. SUBCONSULTANT will conduct the necessary field and office work to establish the right-of-way’s (ROWs) and sidelines of the parcels adjacent to the project area. Deeds and record information publicly available on-line will be used, however up to 3 title reports may be obtained (included in SUBCONSULTANT cost). SUBCONSULTANT will prepare a record of survey drawing showing the establishment of the rights-of-way as required by law.
2. SUBCONSULTANT will order and review up to three (3) title reports for parcels within the work area to help establish the boundary and show easements that may affect the area of work.
3. SUBCONSULTANT will map river cross sections $\pm 300'$ upstream and downstream of the culvert as shown on survey limits. The topographic survey will include the following:
 - A. One-foot contours with tops, toes, and breaks.
 - B. Buildings and other structures on site with finished floor elevation.
 - C. Other visible improvements such as curbs, mailboxes, light poles, etc.
 - D. River channel cross sections including
 - Top and toe of bank as well as thalweg.

- Cross sections at +/- 25' intervals or at changes in the stream such as pools, riffles, breaks, etc.
 - Water level shots at each cross section and along thalweg.
- E. Trees DBH 6" in diameter and larger over full site, trees 1" and larger within the City of Olympia on the college parcel.
 - F. Hard surfaces such as concrete, pavement, gravel, and culverts.
 - G. SUBCONSULTANT will hire a utility locator service to paint the buried conductible utilities. M2C will field map found utilities surface appurtenances. Utility structures will be opened to measure pipe sizes, types, and invert elevations.
4. After the initial survey is completed additional utility information may be needed and SUBCONSULTANT will coordinate with a local construction company to pothole up to 5 locations to verify utility depths. SUBCONSULTANT has assumed for potholing the following:
 - A. Utilities will be 6' or less in depth,
 - B. Prevailing wage rates will apply.
 - C. One day of traffic control will be required.
 - D. Backfill will consist of gravel and 4" of asphalt cold patch if in pavement.
 - E. Public Utility Notification Center (811) will be notified by SUBCONSULTANT.

City Responsibilities

1. Obtain rights-of-entries as needed.
2. Review and approve a no-cost ROW use permit, if required.

Assumptions

1. SUBCONSULTANT will file for a no-cost ROW use permit. The City will process the permit and no payment will be required.
2. SUBCONSULTANT will not be setting property markers for this project.
3. The survey will be completed on the Washington State Plane Coordinate System and NGVD 29 vertical datum.
4. The base map (1" = 20") of field surveyed information will use APWA standard layers, line types, and symbols in AutoCAD software format.
5. Survey will include 3 points for rectangular object such as J-boxes, electrical equipment, etc. and 1 point for EACH circle.

Deliverables

1. AutoCAD version 2024 file of base map in Civil 3D with 3D surfaces (Delivered electronically in dwg format) and delivered electronically in PDF format.
2. Project safety plan delivered electronically in PDF format.

Task 3 – Geotechnical Investigation and Reporting

Objective

The purpose of this task is to provide geotechnical engineering services in support of civil and structural design fish passage enhancement project. CONSULTANT will retain Sage Geotechnical, LLC (SUBCONSULTANT) to provide geotechnical engineering services.

CONSULTANT Services

1. Review geotechnical exploration work plan.
2. Review SUBCONSULTANT project Safety Plan and Quality Assurance Plan.
3. Review and provide and comment on SUBCONSULTANT deliverables.

SUBCONSULTANT Services

Subtask 3.1 – Site Reconnaissance and Utility Locates

1. Gather and review available published geotechnical and geologic subsurface information.
2. Visit the site to observe existing conditions and drill rig access for field explorations.
3. Notify the Utility Notification Center for public utility clearance.
4. Submit a geotechnical exploration plan and traffic control plan.
5. Prepare a health and safety plan and QA/QC plan.
6. Prepare subcontractor agreements for drilling, geophysics, and traffic control services. Coordinate fieldwork schedules with subcontractors.
7. SUBCONSULTANT has budgeted for eight virtual meetings during initial design (up to 30 percent design), and a 20-month duration of active project management.

Subtask 3.2 – Geotechnical Field Explorations and Laboratory Testing

1. Upon City's approval of the geotechnical exploration plan, advance four borings within the existing roadway embankment to assess geotechnical conditions along the possible (currently undetermined) structure location. A maximum of 220 ft total of drilling is assumed for four borings:
 - a. The borings will be completed using a truck-mounted drill rig advancing hollow-stem augers and/or mud rotary, operated by a reputable drilling contractor under subcontract to SUBCONSULTANT. Soil samples will be obtained from the borings at 2½- or 5-ft depth intervals using the Standard Penetration Test procedure.
 - b. Upon completion of drilling and sampling, the boreholes will be decommissioned in accordance with Washington Administrative Code 173-160. Soil cuttings from the borings will be placed in drums and hauled off site for disposal by the drilling subcontractor. Boring locations will be patched with quick-setting concrete only; permanent hot-mix asphalt patches are excluded from this scope of services.
 - c. SUBCONSULTANT personnel will monitor the explorations, obtain soil samples, and prepare field logs of conditions encountered (including groundwater levels). Soil samples will be returned to SUBCONSULTANT's laboratory for further classification and testing.

2. Subcontract a geophysical investigation of subsurface soils using Refraction-Microtremor (ReMi) to collect shear wave velocity measurements of the soils in the upper 100 feet of the site.
3. Geotechnical laboratory testing will be completed to help determine pertinent engineering soil properties. Laboratory testing will include up to 12 index tests (grain-size distribution analyses or Atterberg Limit determinations) and 12 moisture content determinations.

Subtask 3.3 – Geotechnical Engineering Analysis and Reporting

Analyze data obtained from the geologic review, field explorations, and laboratory testing program to develop recommendations for the proposed bridge structure. Issue a geotechnical technical memorandum in support of 30% design that includes:

1. A site map showing the approximate locations of the explorations.
2. Descriptive logs of the explorations and a summary of the subsurface soil and groundwater conditions observed in the explorations.
3. An assessment of the small landslide along the creek bank downstream of the culvert outlet on the northeast bank, including recommendations for earthwork-based repairs or avoidance, as necessary, to align with impacts of the selected alternative.
4. An assessment of stormwater infiltration rates of the soils encountered within the existing embankments; assessment of new offsite facilities is excluded.
5. Seismic design parameters (spectral acceleration coefficients and Site Class) determined using map-based methods in accordance with AASHTO.
6. An evaluation of seismically induced soil liquefaction and lateral spreading risk, including loads and settlement imparted on structure foundations.
7. Geotechnical recommendations for foundation support of the proposed bridge and associated retaining walls. Recommendations will include bearing capacity and resistance factors for shallow foundations. If applicable, deep foundation recommendations (capacity versus depth and resistance factors) will be provided for the bridge structure.
8. Recommendations for soil parameters, resistance factors, and earth pressure coefficients for use in design of culvert walls, wing walls, and abutment walls.
9. An evaluation of embankment settlement and stability, including recommendations for permanent slope inclination.
10. Recommendations for City standard pavement sections considering the subsurface conditions encountered in the soil borings.
11. General recommendations for earthwork construction, including the suitability of site soil for reuse as structural fill, the depth to groundwater, dewatering considerations, maximum temporary excavation slope inclination, and feasible shoring methods.
12. SUBCONSULTANT will also provide geotechnical support during final design (30 percent to final), including plan and specification review, final engineering, and attendance at four additional virtual meetings, and revisions to its technical memorandum.

City Responsibilities

1. Review and approve geotechnical exploration plan and traffic control plan including boring locations.

2. Provide expectations related to future sewer line maintenance and easement needs as it pertains to landslide repair along the creek bank.
3. Review and approve a no-cost ROW use permit and land use exemption, if required.

Assumptions

1. SUBCONSULTANT will file for a no-cost ROW use permit. The City will process the permit and no payment will be required.
2. Ground improvement design is excluded.
3. Lateral spreading design, if required, will be by the force-based method.
4. Groundwater monitoring is excluded.
5. Final design services in support of anchor walls, secant pile walls, and team-designed mechanically stabilized earth (MSE) walls are excluded. It is assumed that WSDOT standard plan walls, cast in place (CIP) concrete walls, and/or contractor designed structural earth walls (SEWs) will be used.
6. Design recommendations for slope stabilization are limited to earthwork remedies. Design of support for structural retention systems is excluded.
7. If drilled shaft foundations are required for the selected alternative, additional geotechnical drilling and final design support may be required.
8. Drilling can be completed on weekdays during daylight hours.
9. The planned explorations do not include an environmental site assessment, and the site is assumed to be free of hazardous or contaminated materials.
10. Development of PS&E is excluded. It is assumed that CONSULTANT will incorporate SUBCONSULTANT's geotechnical recommendations for landslide repair into project plans, if required.

Deliverables

1. Geotechnical exploration plan in PDF format.
2. Traffic control plan in PDF format.
3. Geotechnical design technical memoranda (draft and final) delivered electronically in PDF format.
4. Geotechnical data report (for inclusion in bid documents) delivered electronically in PDF format.

Task 4 – 30% Utility Coordination

Objective

Identify conflicts between franchise utilities and proposed project improvements and work with the utilities to relocate facilities to avoid conflicts.

CONSULTANT Services

Effort included under this section is as follows:

1. Review as-built record drawings of the area.
2. Attend one site visit with utility companies/City.
3. Prepare letters requesting utility record information and send to each purveyor. Cross-check franchise utility-provided maps with field survey information and resolve conflicts between utility maps and field conditions.
4. Prepare Utility Conflict Matrix (UCM). The UCM will be submitted to purveyors with utilities in the project limits to assess whether said utilities may be in conflict with the proposed improvements. Utilities thought to be in conflict will be potholed (see Task 2).
5. Coordinate utility appurtenance potholing (see Task 2), relocation, and/or adjustment as needed to accommodate proposed improvements.
6. Create a tracking log recording communications, coordination, and action items with utility companies.

City Responsibilities

1. Public utility locates will be completed by the City.
2. Provide as-built record drawings of applicable projects.

Assumptions

1. Five utility purveyors will be contacted.
2. Up to two utility meetings will be conducted as needed. Up to three CONSULTANT staff will attend the Utility Coordination Meetings. Meetings will be virtual and last 1 hour.

Deliverables

1. Letters to up to five 3rd party utility purveyors requesting record drawing information.
2. Potential Utility Conflict Matrix (11x17) delivered electronically in PDF format.
3. Utility Coordination meeting agendas and meeting notes delivered electronically in Microsoft Word format.
4. Utility Coordination tracking log delivered electronically in PDF format.

Task 5 – Hydrologic, Hydraulic, and Geomorphic Analysis

Objective

Conduct preliminary and final hydraulic analysis to inform design of minimum recommended opening sizing and bank stabilization measures, as well as permitting efforts.

CONSULTANT Services

1. Perform a hydraulic engineering field site reconnaissance to collect stream and culvert baseline data including bankfull width measurements, pebble counts, large woody material loading conditions and general site observations.
2. Develop a conceptual exhibit displaying the anticipated structure size following solely the Washington Administrative Code (WAC) and WDFW Water Crossing Design Guidelines. Develop a conceptual exhibit displaying the anticipated structure size incorporating additional requirements set forth in the City of Tumwater Municipal Code (TMC).

3. Participate in a code coordination meeting with the City to discuss the TMC effect on structure size and determine a path forward.
4. Develop an existing and proposed conditions steady state hydraulic model. The proposed conditions model will include one scenario.
5. Hydrologic analysis will use either existing published hydrology, use of USGS Regression Equations, or scaling of hydrologic data used at the upstream Sapp Road project. A detailed hydrologic model will not be developed as part of this scope.
6. Perform a preliminary scour analysis using the results of the hydraulic model and pebble counts using the minimum hydraulic opening and not specific structure types. Scour analysis will follow HEC-18 methodology and be summarized in the Preliminary Hydraulic Report. Scour analysis will be used to inform structure type selection and will need to be refined during future design phases.
7. Prepare a Draft and Final Preliminary Hydraulic Report which includes the following:
 - A. Summary of existing site conditions
 - B. Summary of available hydrologic data and hydrology used in the design
 - C. Design criteria and methodology based on WDFW Water Crossing Guidelines
 - D. Recommended stream design including minimum hydraulic opening, freeboard, streambed material sizing, channel gradient, and channel shape based on field observations.
 - E. Model development and assumptions
 - F. Summary of existing and proposed modeling results
 - G. Summary of anticipated impacts to 100-year water surface elevations
 - H. Summary and results of scour analysis
 - I. Preliminary design recommendations for bank stabilization measures
 - J. List of outstanding stream design elements needing refinement as the design progresses (habitat complexity, scour, model updates for final structure configuration, final bank stabilization measure design, etc.)
8. The project is located within a FEMA Special Flood Hazard Area, mapped as Zone A without a floodway under the purviews of FEMA, City of Tumwater, and City of Olympia. CONSULTANT will prepare a Draft No-Rise Analysis Memorandum, not to exceed 20 pages inclusive of figures and attachments, summarizing floodplain impacts of the project.
9. Respond to consolidated review comments prepared by the City on the Draft Preliminary Hydraulic Report.
10. Respond to consolidated review comments prepared by the City on the Draft No-Rise Analysis Memorandum.
11. Update the proposed conditions steady state hydraulic model to reflect the latest updates.
12. Perform a final scour analysis using the results of the hydraulic model. The scour analysis will follow HEC-18 methodology and be summarized in the Hydraulic Report. The scour analysis will be further refined from the Preliminary Hydraulic Report.
13. Perform a detailed Large Woody Material (LWM) stability analysis and provide recommendations using the results of the hydraulic model.

14. Prepare a Draft and Final Hydraulic Report which includes the following, in addition to the information provided in the previously submitted Preliminary Hydraulic Report:
 - A. Revision of modeling development and assumptions section according to updates to the hydraulic model.
 - B. Revision of proposed modeling results.
 - C. Revision of anticipated impacts to 100-year water surface elevations.
 - D. Refinement of scour analysis.
 - E. Refinement and detailed analysis of habitat complexity features, including a summary of LWM stability.
 - F. Refinement of bank stabilization features.
15. Prepare a Final No-Rise Analysis Memorandum, not to exceed 20 pages inclusive of figures and attachments, summarizing floodplain impacts of the project. This memo will build on the previous Draft No-Rise Analysis Memorandum.
16. Respond to consolidated review comments prepared by the City on the Draft Hydraulic Report.

City Responsibilities

1. Obtain rights-of-entries as needed.
2. Provide anecdotal data and existing hydrologic data including stream gage data and existing basin studies.
3. Schedule and attend review meeting to discuss Draft Preliminary Hydraulic Report.
4. Provide one set of consolidated review comments for the Draft Preliminary Hydraulic Analysis Report within one week of submittal.
5. Coordination with WDFW and Tribes to gain concurrence on proposed bankfull width and fish passage opening size. Assistance from CONSULTANT will occur under Task 6 and Future Amendment Task 18.
6. Attend one (1) one hour long meeting with CONSULTANT and City of Olympia to discuss floodplain permit requirements and discuss comments on the Draft No-Rise Analysis Memo.
7. Provide one set of consolidated review comments for the Draft Hydraulic Report within one week of submittal.

Assumptions

1. Three (3) CONSULTANT staff will be in the field up to 8 hours (5 hours and 3 hours of travel time) to perform a site visit to collect bankfull width measurements, pebble counts, investigate native planting conditions, and general site observations.
2. The stream simulation design or the confined bridge design methodology from WDFW guidelines will be used as the basis of design for fish passage opening sizing.
3. The code coordination meeting will occur after the site reconnaissance visit and will be attended by up to three (3) CONSULTANT staff members. This meeting is assumed to be one (1) hour in duration and is virtual. An additional one hour of time is required for meeting notes and agenda.
4. The fish passage opening sizing will adhere to the TMC 18.38.

5. Only one proposed stream alignment, profile, and stream section will be assessed. No additional hydraulic modeling will be required for the Draft No-Rise Analysis. The Draft No-Rise Analysis Memo will be based upon the 30% PS&E developed under Task 9; it is assumed the stream design will not significantly change through final design. Significant changes to the stream channel (cross section, slope, grading extents) or the proposed structure geometry will result in resubmittal of the No-Rise package and will require rework outside of this scope.
6. Analysis will be performed approximately 300-feet upstream and downstream of culvert location, consistent with the detailed survey extents
7. It is assumed the project will not require a Conditional Letter of Map Revision (CLOMR) or LOMR.
8. It is assumed the Draft No-Rise Analysis Memo can be utilized as documentation for floodplain permit applications for both the City of Tumwater and City of Olympia.
9. Detailed sizing and stability calculations for habitat features including large woody material will not be performed during this phase of design.
10. The Draft Hydraulic Report will be based upon the 90% PS&E developed under Task 13 and will be submitted with the 90% design package.
11. The Final Hydraulic Report will be based upon the Final PS&E developed under Task 13 and will be submitted with the Final design package.
12. The Final No-Rise Analysis Memo will be based upon the 90% PS&E developed under Task 13 and will be submitted with the 90% design package; it is assumed the stream design will not significantly change through final design. Significant changes to the stream channel (cross section, slope, grading extents) or the proposed structure geometry will result in resubmittal of the No-Rise package and will require rework outside of this scope.
13. It is assumed the Final No-Rise Analysis Memo can be utilized as documentation for floodplain permit applications for both the City of Tumwater and City of Olympia.

Deliverables

1. Meeting agenda and notes for code coordination meeting delivered electronically in Microsoft Word format.
2. Draft Preliminary Hydraulic Report, delivered electronically in PDF format.
3. Comment response table prepared to resolve questions or comments from the City on the Draft Preliminary Hydraulic Report delivered electronically in Microsoft Excel format.
4. Final Preliminary Hydraulic Report incorporating City review comments and delivered electronically in PDF format.
5. Draft No-Rise Analysis Memorandum, delivered electronically in PDF format.
6. Comment response table prepared to resolve questions or comments from the City on the Draft No-Rise Analysis Memorandum delivered electronically in Microsoft Excel format.
7. Draft Hydraulic Report, approximately 25 pages, delivered electronically in PDF format.
8. Comment response table prepared to resolve questions or comments from the City on the Draft Hydraulic Report delivered electronically in Microsoft Excel format.
9. Final Hydraulic Report incorporating City review comments and delivered electronically in PDF format.

10. Final No-Rise Analysis Memorandum delivered electronically in PDF format.

Task 6 – Stakeholder Coordination

Objective

The purpose of this task is to provide the City assistance in engaging and responding to stakeholders from preliminary design through final design.

CONSULTANT Services

1. Attend one site visit with the City, WDFW, and Tribal representatives to discuss the fish passage design and project constraints. The goal of the site visit is to gain concurrence on foundational fish passage design elements such as bankfull width, channel gradient, sediment sizing, and minimum structure size.
2. Attend one virtual meeting with WDFW, Tribe, and U.S. Army Corps of Engineers (USACE) to discuss the Draft 30% design and resolve comments prior to permit submittals.
3. Attend up to two (2) additional virtual meetings, at the direction of the City, between project kickoff and 30% design. Meetings may be used for engagement of local property owners, resolution of WDFW or Tribal comments, discussing project with WRIA 13 Group, or other project stakeholders as determined by the City.
4. Respond to WDFW, Tribe and USACE comments (up to 8 hours assumed).
5. Attend up to two (2) virtual meetings, at the direction of the City, between 30% and Final design. Meetings may be used to for engagement of local property owners, coordination with WDFW and Tribal representatives, WRIA 13 Group, or other project stakeholders as determined by the City.

City Responsibilities

1. Schedule and attend site visit with CONSULTANT, WDFW, and Tribal representatives.
2. Send WDFW, Tribe, and USACE Draft 30% design drawings. Collect comments and send them to CONSULTANT at least 1 week prior to virtual meeting.
3. Schedule and attend up to two (2) additional virtual meetings, as the City determines necessary, between project kickoff and 30% design.
4. Schedule and attend up to two (2) additional virtual meetings, as the City determines necessary, between 30% and Final design.

Assumptions

1. Site visit will be attended by three (3) CONSULTANT staff, assuming 8 hours each, including travel time and meeting preparation.
2. The virtual meeting to discuss the 30% design with WDFW, Tribe, and USACE will be attended by up to three (3) CONSULTANT staff. Meeting is assumed to be 1 hour in duration and require up to 2 additional hours for meeting preparation and meeting notes.
3. Each additional virtual meeting will be attended by up to two (2) CONSULTANT staff and assumed to be 1 hour in duration and require 2 additional hours for meeting preparation and meeting notes.

Deliverables

1. Site visit meeting notes. Delivered electronically in PDF format.
2. Virtual meeting notes. Delivered electronically in PDF format.
3. Comment response table prepared to resolve questions or comments from WDFW, Tribe, and USACE on the 30% design drawings delivered electronically in Microsoft Excel format.

Task 7 – Permitting & Environmental Services

Objective

The purpose of this task is to engage the regulatory agencies, conduct fieldwork, prepare environmental documentation, and prepare NEPA and SEPA evaluations and Joint Aquatic Resource Permit Application (JARPA) permit application packages.

CONSULTANT Services

1. Environmental Kickoff Meeting
 - A. CONSULTANT will prepare for and conduct a 1-hour virtual environmental kickoff meeting prior to anticipated permitting effort. Attendees will include up to 5 CONSULTANT team technical staff, design team leads, and City staff. At this meeting, the permitting timelines, project activities, and anticipated permits will be discussed.
2. NEPA and Permitting Agency Coordination and Meetings
 - A. CONSULTANT will organize and conduct up to three 1-hour project overview meetings with agency permitting staff. Attendees may include up to 2 CONSULTANT team technical staff and staff from WSDOT, USACE, City planning, and representatives from tribal interests.
 - B. Coordinate with regulatory agencies during reviews to facilitate the process and quickly respond to agency requests or comments.
 - C. Participate in up to 5 design team coordination meetings by up to two CONSULTANT environmental/permit staff.
3. Wetlands, Streams, Fish, Wildlife & Habitat Baseline Fieldwork
 - A. CONSULTANT field staff will review pertinent background information including the Soils Survey of Thurston County Area, Soil Conservations Service, NWI maps, City maps and critical area code sections, as well as database information from WDFW, WDNR, USFWS, and NOAA Fisheries.
 - B. CONSULTANT wetland biologists (one team of two) will delineate wetlands and streams over 2 days within the project area using the three parameter methods described in the Corps of Engineers Wetland Delineation Manual (Environmental Laboratory 1987), as updated by the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys and Coast Region (USACE 2010).
 - C. Wetlands and stream ordinary high water mark (OHWM) found within the project area will be delineated and assessed.
 - D. To support the Endangered Species Act (ESA) evaluation, a baseline assessment of fish and wildlife use of the existing road corridor and of the stream corridor will be conducted by a qualified CONSULTANT biologist.

- E. Identified wetlands will be documented with appropriate data sheets and wetland boundaries and stream OHWM will be marked with visible plastic flagging for pickup by the survey team. Wetlands will be rated according to City and WA Dept of Ecology (Ecology) methods.
4. Wetland and Stream Delineation Report Preparation
- A. Prepare a Wetland and Stream Delineation Report after completion of Task 7.3. This report will document existing conditions of the project area, assessment and location of existing on-site wetlands, and description of habitat structures and surface water features (ditches and streams) in a format appropriate for NEPA documentation and USACE permit application. Wetland classifications and data forms will be included in the report.
5. Endangered Species Act Compliance - Biological Assessment Preparation
- A. A Biological Assessment (BA) will be prepared to evaluate the PROJECT in terms of its potential impacts to species listed or proposed for listing as threatened or endangered under Section 7 of the Endangered Species Act (ESA), and potential impacts to Essential Fish Habitat (EFH) under Section 305(b) of the Magnuson-Stevens Act (MSA).
- B. The BA will be prepared by a WSDOT certified CONSULTANT author and include detailed descriptions of project activities, status and occurrence of listed species in project area, direct and indirect effects to listed species and critical habitat, and conservation measures. The BA will include an effects determination for each listed species and critical habitat, as well as an analysis of EFH and effects determination.
6. NEPA Documentation
- A. This task includes efforts to prepare the preliminary WSDOT NEPA Categorical Exclusion Documentation Form (CEDF) as well as prepare supporting documentation in accordance with Chapter 24 of the LAG Manual and other appropriate WSDOT and/or FHWA guidance documents. The CEDF is the assumed NEPA document for a documented Categorical Exclusion (CE) for the project.
- i. CONSULTANT will hold a NEPA Kickoff Meeting with WSDOT to verify assumed NEPA process for FHWA approval.
- ii. CONSULTANT will coordinate with the WSDOT Highways and Local Programs Area Engineer during document preparation and review cycle. CONSULTANT will also coordinate with WSDOT (up to 15 hours to address comments on the CEDF and the environmental documentation prepared above.
- iii. CONSULTANT will incorporate the cultural resources findings (developed under Task 8) into the CEDF and coordinate responses to comments.
7. Hazardous Materials Documentation required by FHWA and WSDOT
- A. CONSULTANT will prepare a low-level Hazardous Materials Discipline Report per WSDOT H&LP standards to identify and evaluate known or potentially contaminated sites that may adversely affect the environment, create significant construction impacts, and/or incur cleanup liability to the City. This information will be used to allow the City and CONSULTANT, together with WSDOT, to make informed decisions regarding the selection of alternative, or mitigation measures and/or the necessity of initiating early coordination with relevant regulatory agencies as part of NEPA ECS documentation.
8. SEPA Review Procedures

- A. The project is assumed to meet criteria for Fish Habitat Enhancement Project (FHEP) (RCW 77.55.181) and qualify for streamlined permit process. However, completion of a SEPA review may be required to fulfil requirements of floodplain development permitting (TMC 18.38.130 & OMC 16.70.040) pursuant to chapter 86.16 RCW. In the case that a SEPA review is required:
- i. CONSULTANT will utilize the documented NEPA categorical exclusion, developed as part of Task 7.6, to submit to the Tumwater Community Development Department, in lieu of a SEPA Environmental Checklist, to assist the Department in their determination.
 - ii. CONSULTANT will provide support with SEPA response to comments, up to 12 hours.

9. Permitting Support

- A. The PROJECT is expected to require permits/approvals to comply with Sections 404, 402, and 401 of the Clean Water Act (33 U.S.C. §1251 et seq.), requirements for construction in WA state waters (RCW 77.55), and requirements for development in floodplains (RCW 86.16). CONSULTANT will prepare a JARPA for submittal to USACE, WDFW, and Ecology, a notice of intent (NOI) for submittal to Ecology, and Floodplain Development Application and provide up to 110 hours of support with agency coordination and permit/approval acquisition. Application for these permits will be made through a JARPA form as well as individual application forms or online permit portals.
- i. Section 404 Permit through USACE (30% Design):
 - Prepare Pre-Application Information Request Form.
 - Conduct Pre-Application Meeting with USACE.
 - Record notes during Pre-Application Meeting.
 - Prepare draft and final JARPA to submit to USACE.
 - Prepare up to 8 JARPA specific graphics using CAD and GIS.
 - Coordinate with USACE for final JARPA approvals.
 - ii. Section 402 Permit (NPDES) Construction Stormwater General Permit (CSWGP) through Ecology (90% Design)
 - Prepare NOI to submit to Ecology.
 - Coordinate with Ecology for final CSWGP authorization.
 - Maintain CSWGP and submit monthly DMRs until start of construction.
 - Prepare Transfer of Coverage to transfer CSWGP to contractor.
 - iii. Section 401 Water Quality Certification (WQC) through Ecology (30% Design):
 - Prepare Pre-Filing Meeting Request Form to submit via email to Ecology.
 - Attend Pre-Filing Meeting if required by Ecology.
 - Prepare 401 WQC request to submit to Ecology.
 - Coordinate with Ecology for final 401 WQC approval.
 - iv. Hydraulic Project Approval (HPA) through WDFW (60% - 90% Design):
 - Coordinate with WDFW to establish FHEP process.
 - Prepare HPA application to submit to WDFW.
 - Coordinate with WDFW to establish final HPA.
 - v. Floodplain Development Permit (90% - Final Design):

- Prepare an application for a floodplain development permit based on forms furnished by the floodplain administrator.
- Application documentation will be prepared consistent with requirements found in TMC 18.38.140 and OMC 16.70.040.

City Responsibilities

1. Obtain and provide Rights-of-entry (ROE) prior to field work.
2. Sign NEPA CEDF and other permit application forms.
3. City will handle SEPA processing based on documented NEPA categorical exclusion drafted by CONSULTANT and approved by WSDOT.
4. Coordination and payment for public notice in the local newspapers will be handled by the City. Public notification mailing, distribution, posting at public facilities (library, City Hall, county facilities etc.), on-site posting as required will also be handled by the City.
5. Provide timely review of deliverables and a consolidated list of review comments to CONSULTANT, in accordance with the project schedule.

Assumptions

1. ROE to private properties will be in writing prior to initiation of field efforts.
2. The NEPA CEDF will evaluate one iteration of design at 30% milestone.
3. Permit applications will be submitted using the project's 30% design documents.
4. It is assumed that 30% design documents will be accepted for NEPA environmental review and JARPA.
5. No major design changes will occur during the progression of design that would trigger permit modifications or extensive updates to permit / approval documentation.
6. The CEDF is the assumed NEPA document for a documented Categorical Exclusion for the project.
7. Air and Noise evaluations will not be required for a comprehensive ECS submittal.
8. For NEPA and Permitting Agency Coordination and Meetings, up to three 1-hour virtual meetings with agency staff, to include up to 4 CONSULTANT staff (plus 1 hour for environmental lead prep and PDF meeting notes) are assumed. Up to five 1-hour design team coordination meetings, with up to 2 environmental/permitting staff are assumed to verify that design does not diverge from what has been approved by NEPA lead and other permitting agencies. An additional 25 hours are assumed for other coordination to happen over the project design timeline with NEPA lead and other agencies. If additional meetings or site visits are requested by agencies, CONSULTANT can arrange and attend subject to a scope amendment.
9. The BA will evaluate one iteration of design at 30% milestone. It is assumed that up to 4 design leads will provide input and QC review to the BA. It is also assumed that additionally QC/QA reviews will be performed by CONSULTANT's WSDOT qualified Senior BA authors, an CONSULTANT tech editor, and the project environmental lead. The creation of up to 4 unique maps and/or figures are assumed to be necessary for development of the BA.

10. It is assumed that the Project will be eligible for programmatic ESA/MSA review under FHWA or USACE programmatic agreements with USFWS and NMFS. Services for formal consultation are outside the scope of this AGREEMENT.
11. This project will be authorized by the USACE under a Nationwide Permit. Scope and budget to support an Individual Permit is outside the scope of this AGREEMENT.
12. It is assumed that this Project will meet criteria for FHEP and will qualify for streamlined state and local permitting under RCW 77.55.181.
13. It is assumed that if SEPA determination is required, the City will be the SEPA lead agency. If required, the documented NEPA categorical exclusion, developed as part of Task 7.6, will be the review process for the project. This agreement only covers support with responding to public or agency comments, up to 12 hours. Other tasks related to SEPA will be handled by the City. The SEPA determination is anticipated to be a DNS or MDNS.
14. For project elements within the Percival Creek floodplain (flood hazard zone A) it is assumed that only one floodplain development permit for the City will be required.
15. Each deliverable document is limited to one review and revision cycle each by City and Regulatory Agencies.
16. Permit acquisition support includes PROJECT support and involvement with Pre-application and pre-filing meetings. If additional hours are needed for permit acquisition support, such additional hours may be authorized subject to an additional scope amendment.
17. Permit acquisition support does not include construction support or permit compliance that may be needed during and following construction. Such tasks may include fish exclusion and relocation, freshwater mussel relocation, and TESC monitoring according to the requirements of the CSWGP. These tasks may be provided subject to a future amendment.

Deliverables

1. Pre-Application or Feasibility Meeting Application for City of Tumwater Community Development Department (CDD) delivered electronically in PDF format
2. Notes from Pre-Application or Feasibility Meeting with City of Tumwater CDD delivered electronically in Microsoft Word format
3. Notes from NEPA Kickoff Meeting delivered electronically in Microsoft Word format
4. Draft and Final Wetland and Stream Delineation Report delivered electronically in PDF format
5. Draft and Final Biological Assessment delivered electronically in PDF format
6. Draft and Final Hazardous Materials Analysis Report delivered electronically in PDF format
7. Draft and Final CEDF delivered electronically in PDF format
8. Pre-Application Meeting Request Form for USACE delivered electronically in PDF format
9. Notes from Pre-Application Meeting with USACE delivered electronically in Microsoft Word format
10. Draft and Final JARPA delivered electronically in PDF format
11. Draft and Final 401 Pre-Filing Meeting Request delivered electronically in PDF format
12. Draft and Final 401 WQC Request to Ecology delivered electronically in PDF format

13. Draft and Final Floodplain Development Permit delivered electronically in PDF format

Task 8 – Cultural Resource Evaluation Services

Objective

CONSULTANT will conduct cultural resources assessment and reporting to comply with Section 106 of the National Historic Preservation Act (NHPA) and Revised Code of Washington to support WSDOT's Section 106 consultation for the project with federal agencies (FHWA, USACE), Indian Tribes, and Department of Archaeology and Historic Preservation (DAHP). The cultural resources evaluation services will also support project review under SEPA.

CONSULTANTCONSULTANT Services

1. Prepare NHPA Section 106 consultation package for WSDOT consisting of a proposed area of potential effects (APE) and project description. The APE will be inclusive of potential physical, auditory, visual, and atmospheric effects within the project footprint and adjacent parcels, as appropriate. The APE will be displayed on a map and associated GIS shapefiles.
2. Perform background review of records at the DAHP Washington Information System for Architectural and Archaeological Records Data (WISAARD) to obtain information on previous surveys and identified cultural resource within a 1-mile radius of the project area prior to field activity. Other background information will be collected from ethnographic and historic accounts, previous regional cultural resource investigations, online local historical societies and informants, maps, and photographs. CONSULTANT may contact the Indian tribes who may have interest in the APE as part of the background research to ask about concerns they may have regarding the APE and to inform them of the upcoming field survey, if directed by the City or WSDOT to do so.
3. Perform archaeological field survey consisting of pedestrian and subsurface investigations. Archaeological field survey will be completed in one day by two CONSULTANT professional archaeologists, who meet or are supervised by an archaeologist who meets the Secretary of the Interior's professional qualifications standards. The pedestrian survey will be completed within the APE to document the existing conditions. Shovel probes will be placed in areas clear of utilities, roadway, and other impediments, and on surfaces that have a less than 30 degree slope. The shovel probes will be excavated using hand tools and will measure approximately 40 centimeters in diameter and reach depths up to 1 meter. The excavated sediments will be screen through ¼-inch hardware mesh onto a tarp and documented on standard forms. Each shovel probe will be photographed and location marked on a iPad with external GNSS receiver. The shovel probes will be backfilled upon completion of documentation.
4. Record up to one archaeological resource if discovered during the field survey. The artifacts will be photographed and descriptive and metric attributes will be documented on standard forms. The artifacts will be left where they were found and not collected. A State of Washington Site Inventory Form will be completed in WISAARD and appended to the Section 106 technical report.
5. Prepare a Section 106 technical report that presents the results of the background review and field survey. The report will be appropriate for submission to WSDOT, FHWA, USACE, DAHP, consulting Indian Tribes, and other parties as appropriate. The report will include information concerning identified cultural resources and will provide recommendations of their eligibility for listing in the National Register of Historic Places (NRHP), if feasible, or if

further work is needed to complete eligibility evaluations. The report will also include recommendations regarding project impacts and ways to avoid or minimize damage to cultural resources, as well as additional cultural resources work that may be necessary (e.g., construction monitoring and architectural history survey). Due to confidentiality requirements for archaeological site location data, distribution of the report may be restricted.

6. CONSULTANT will coordinate with the project team to support design development. CONSULTANT will also coordinate with WSDOT and DAHP for the development and delivery of cultural resources deliverables to support Section 106 consultation for the project.

City Responsibilities

1. Provide access to the project area for field survey.
2. Review NHPA Section 106 consultation package.
3. Review draft Section 106 technical report.

Assumptions

1. No monitoring services or inadvertent discovery services are included in this task.
2. Historic built environment survey is not included in this task. No resources older than 50 years are assumed within the proposed APE. If such resources are later identified, the scope will be modified to include historic built environment survey, documentation on a historic property inventory form, and NRHP evaluation, as needed, for compliance with Section 106 of the NHPA.
3. No more than 6 shovel probes will be excavated within the proposed APE.
4. Recording of up to one archaeological site or isolated find on a State of Washington archaeological site inventory form is included in this task. This does not include specialized studies such as radiometric dating, extensive artifact analysis, or other extensive cultural resources work such as evaluative testing.
5. CONSULTANT will submit the draft State of Washington Archaeological Site Inventory Form to DAHP to obtain the Smithsonian Trinomial, which will be included in the final report.
6. No artifacts will be collected and no excavation within a known archaeological site will occur.
7. CONSULTANT will support coordination with Tribes on an informal basis. Formal consultation is not included in this scope as it must occur on a government-to-government basis.
8. CONSULTANT will submit the Section 106 technical report with attached State of Washington Archaeological Site Inventory Form, as applicable, to WSDOT and upload in WISAARD to support WSDOT's Section 106 consultation process for the project.
9. The results of the cultural resources evaluation services will support project review under SEPA.

Deliverables

1. Draft and final consultation package, including APE map, shapefiles, and project description delivered electronically in PDF format.
2. Draft and final Section 106 technical report delivered electronically in PDF format.

3. Draft and final State of Washington Archaeological Site Inventory Form delivered electronically in PDF format.

Task 9 – 30% PS&E

Objective

CONSULTANT will prepare 30% design drawings, a list of special provisions, and opinion of probable construction cost estimate (OPCC) for submittal to the City.

CONSULTANT Services

1. Prepare 30% PS&E package for City review to include the following:
 - A. Preliminary list of special provisions
 - B. AACE Class 4 OPCC, including estimation of quantities and contract pay items.
 - C. 30% design drawings, including the following sheets:
 - i. Cover Sheet
 - ii. Legend
 - iii. Site Plan (1 sheet)
 - iv. Stream Bypass & Temporary Erosion and Sediment Control (1 sheet)
 - v. Traffic Control Plan (1 sheet)
 - vi. Roadway Plan and Profile (1 sheet)
 - vii. Roadway Details (1 sheet)
 - viii. Structural sheets as provided by Sargent (see Task 10a)
 - ix. Stream Grading Plan and Profile (2 sheets)
 - x. Stream Restoration Plan (2 sheet)
 - xi. Stream Section and Details (2 sheets)
 - xii. Landscape Plan (2 sheet)
 - xiii. Landscape Details (2 sheet)
2. Provide consolidated responses, in comment response table, to City review comments.

City Responsibilities

1. Provide consolidated set of comments to CONSULTANT within 3 weeks of receipt of Draft 30% PS&E package.

Assumptions

1. 30% review meeting with the City to discuss review comments is covered under Task 1.
2. CONSULTANT will not update the design to address City comments prior to review by stakeholders. City comments and comments by other stakeholders (WDFW and Tribes) on the draft 30% design will be addressed in one revision cycle.
3. Drawings will be created in AutoCAD format using CONSULTANT CAD standards.

Deliverables

1. Draft 30% PS&E package (to include drawings, list of anticipated special provisions, and OPCC). Delivered electronically in PDF format.

2. Comment response table prepared to resolve questions or comments from the City on the 30% PS&E package delivered electronically in Microsoft Excel format.
3. Final 30% PS&E package incorporating City, WDFW, and Tribal review comments. Delivered electronically in PDF format.

Task 9A – 30% Structural PS&E

Objective

Sargent (SUBCONSULTANT) will prepare the structural components of the 30% PS&E for submittal to the City. This includes the 30% structural design drawings, a list of structural special provisions, and OPCC for the structural components.

CONSULTANT Services

1. CONSULTANT will provide SUBCONSULTANT with necessary site-specific constraints related to the non-structural components of the crossing, including:
 - A. Topographic survey
 - B. Geotechnical recommendations
 - C. Minimum hydraulic opening and other hydraulic requirements
 - D. Roadway geometry, centerline alignment and profile, and required safety features (approach guardrails).
 - E. Permitting requirements/restrictions.

Sargent Services

1. Coordinate with the project team.
2. Participate in team meetings as requested by CONSULTANT.
 - A. Kickoff meeting (up to 2 hours).
 - B. Up to 6 bi-weekly check-in meetings with CONSULTANT (up to 1 hour each).
 - C. 30% PS&E review meeting (up to 2 hours)
3. Coordinate with project team to verify non-structural 30% design level aspects of the crossing are properly accounted for and compatible with the structural design (and vice versa).
4. Prepare 30% structural design drawings for inclusion in CONSULTANT's 30% design drawings. This will include the following sheets:
 - A. Structural Plan, Profile, and Bridge Section Sheet (1 sheet).
 - B. Retaining Wall Layout Sheet (if required) (1 sheet).
5. Prepare the 30% OPCC for the structural components.
6. Provide a list of non-Division-1 structural specific special provisions required for the crossing.
7. Revise the 30% structural PS&E documents based on consolidated comments from City.

City Responsibilities

1. Provide a consolidated set of comments to CONSULTANT within 3 weeks of receipt of Draft 30% structural PS&E package.
2. The City will provide SUBCONSULTANT and CONSULTANT with grant requirements / restrictions.

Assumptions

1. Meetings will be virtual and include one member of SUBCONSULTANT's staff.
2. The need for retaining walls (other than wing walls) will be determined during bridge layout. If no retaining walls are required, no retaining wall sheet will be prepared.
3. The 30% structural PS&E will be prepared for a single crossing configuration (span, roadway configuration, hydraulic opening, foundation, etc).
4. Structural calculations will NOT be prepared/submitted as part of the 30% structural PS&E development.
5. Drawings will be created in AutoCAD format using CONSULTANT CAD standards.

Deliverables

1. Draft 30% structural PS&E package for inclusion in CONSULTANT's 30% PS&E package (to include drawings, list of anticipated special provisions, and OPCC). Delivered electronically in PDF format.
2. Responses for inclusion in the comment response table prepared by CONSULTANT to resolve questions or comments from the City on the 30% PS&E package delivered electronically in Microsoft Excel format.
3. Final 30% structural PS&E package for inclusion in CONSULTANT's 30% PS&E package. Delivered electronically in PDF format

Task 10 – Forestry Analysis

Objective

One Atlas (SUBCONSULTANT), as a subconsultant to CONSULTANT, will provide arborist services in support of project design and permitting.

SCONSULTANT Services

1. Provide SUBCONSULTANT with materials required to perform the work including the tree attribute data, plan sheets and/or CADD layers as needed.

SUBCONSULTANT Services

Subtask 10.1 - Tree Impact Assessment and Reporting

Trees identified for retention adjacent to construction activities will be evaluated using desktop methods when feasible, including a Critical Root Zone (CRZ) analysis to assess potential risks associated with retention. This will be followed by a site visit to verify desktop findings and may include completion of up to five Level 2 Basic Tree Risk Assessment Forms. Results will be documented in an Arborist Report summarizing evaluation findings, recommended actions,

required Best Management Practices (BMPs), and supporting materials such as plan-sheet markups or GIS-based mapping.

Subtask 10.2 - Tree Retention/Removal Analysis

SUBCONSULTANT will provide as-needed guidance to support the City's tree retention and replacement considerations. This support may include review of project plans, identification of feasible tree-protection measures, and high-level guidance on compliance with applicable municipal requirements up to the budgetary fee included.

City Responsibilities

1. Notify adjacent property owners and provide adequate public notice in writing that arborist field work will be conducted within the project area.

Assumptions

1. The work will be performed by an ISA Certified Arborist and/or Tree Risk Assessment Qualified (TRAQ) Arborist based on the specific task.
2. Assumes the field survey crew will "inventory" trees one inch in diameter and greater. Each tree will be physically tagged with an identification number in the field that corresponds to tree attribute data such as diameter at breast height (DBH) and tree species at a minimum.
3. The use of ArcGIS is included in this scope.
4. Develop up to two (2) Arborist Reports that evaluate construction impacts on adjacent retain trees, provide recommendations for removal or retention, outline required BMPs, and include supporting materials.
5. CONSULTANT will provide SUBCONSULTANT with materials required to perform the work including the tree attribute data, plan sheets and/or CADD layers as needed.
6. Up to two (2) site visits are included to assess the subject trees in the field.
7. Up to five (5) Level 2 Basic Tree Risk Assessment Forms are included.
8. Required City deliverables such as the Tree Protection Plan or full tree-replacement analysis is not part of this scope.
9. SUBCONSULTANT will not perform a full tree-replacement analysis as part of the Tree Retention/ Removal Analysis Task; assistance will be provided only to the extent that remaining budget and available time permit.
10. SUBCONSULTANT will perform work until the budgeted fee is reached. If additional services are needed, SUBCONSULTANT will pause work and submit a change order; work will resume only after the change order is approved. If not approved, the project will conclude at the budget cap for this task.
11. This proposal includes general coordination with CONSULTANT via email and phone.

Deliverables

1. Up to five Level 2 Basic Tree Risk Assessment Forms.
2. Up to two Arborist Reports.

Task 11 – Management Reserve Fund

Objective

To provide the City a discretionary task budget to cover additional professional services not currently included in this scope. This fund will not be utilized without written permission by the City.

CONSULTANT Services

1. Provide professional services at the request of City as mutually agreed and defined.

City Responsibilities

1. Identify professional services deemed necessary that are not expressly included in this scope of services.

Deliverables

1. To be determined and agreed upon by City and CONSULTANT.

Task 12 – 60%, 90%, Final PS&E

Objective

1. CONSULTANT will prepare 60%, 90%, and Final design drawings, special provisions, and OPCC for submittal to the City.

CONSULTANT Services

1. Prepare 60%, 90%, and Final PS&E package for City review to include the following:
 - A. Special provisions
 - B. Develop AACE OPCC, including estimation of quantities and contract pay items.
 - i. The 60% design OPCC will be Class 3.
 - ii. The 90% design OPCC will be Class 2.
 - iii. The Final design OPCC will be Class 1.
 - C. 60%, 90%, and Final design drawings, including the following sheets:
 - i. Cover Sheet
 - ii. Legend
 - iii. Site Plan (1 sheet)
 - iv. Horizontal Control (1 sheet)
 - v. Stream Bypass & Temporary Erosion and Sediment Control (1 sheet)
 - vi. Utility Phasing Plans (1 sheet)
 - vii. Temporary Utility Plan (1 sheet)
 - viii. Traffic Control Plan (1 sheet)
 - ix. Roadway Plan and Profile (1 sheet)
 - x. Roadway Details (1 sheet)
 - xi. Drainage Plan and Profile (1 sheet)
 - xii. Drainage Details (1 sheet)
 - xiii. Water/Sewer Plan and Profile (2 sheets)

- xiv. Water/Sewer Details (2 sheets)
- xv. Structural sheets as provided by Sargent (see Task 13a)
- xvi. Stream Grading Plan and Profile (2 sheet)
- xvii. Stream Restoration Plan (2 sheet)
- xviii. Stream Section and Details (2 sheets)
- xix. Landscape Plan (2 sheet)
- xx. Landscape Details (1 sheet)

2. Provide consolidated responses, in comment response table, to City review comments.

City Responsibilities

1. Provide consolidated set of comments to CONSULTANT within 2 weeks of receipt of Draft 60% and 90% PS&E package.

Assumptions

1. Drawings will be created in AutoCAD format using CONSULTANT CAD standards.
2. Comments received on the 60% PS&E package by the City will be incorporated in the 90% design.
3. Comments received on the 90% PS&E package by the City will be incorporated in the Final design.
4. Only the Final PS&E package will be stamped by Washington Professional Engineers (PEs).

Deliverables

1. 60%, 90% and Final PS&E package (to include drawings, special provisions, and OPCC). Delivered electronically in PDF format.
2. Comment response table prepared to resolve questions or comments from the City on the 60% and 90% PS&E packages delivered electronically in Microsoft Excel format.

Task 12A – 60%, 90%, Final Structural PS&E

Objective

Sargent (SUBCONSULTANT) will prepare the structural components of the 60%, 90%, and Final PS&E for submittal to the City. This includes the 60%, 90%, and Final structural design drawings, structural special provisions, and OPCC for the structural components. SUBCONSULTANT will also prepare the load rating report for the bridge after opening the bridge to traffic.

CONSULTANT Services

1. CONSULTANT will provide SUBCONSULTANT with necessary site-specific constraints related to the non-structural components of the crossing, including, but not limited to:
 - A. Topographic survey
 - B. Geotechnical recommendations
 - C. Minimum hydraulic opening and other hydraulic requirements

- D. Roadway geometry, centerline alignment and profile, and required safety features (approach guardrails).
- E. Permitting requirements/restrictions.

SUBCONSULTANT Services

1. Coordinate with the project team.
2. Participate in team meetings as requested by CONSULTANT.
 - A. Up to 3 design review meetings (2 hours each, prior to 60%, 90%, Final work commences)
3. Coordinate final structure layout for items such as wingwalls and retaining walls.
4. Prepare structural design of bridge superstructure and substructure. Two SUBCONSULTANT engineers will prepare independent calculations for the bridge structural elements, the first prior to the 60% submittal, and the second prior to the 90% submittal.
5. Prepare quantity and OPCC computations for the bridge structural items using WSDOT Standard Bid Items.
6. Prepare technical specifications for the bridge structural items in WSDOT format.
7. Prepare the plans for the bridge structure. The structural plans are expected to include the following sheets:
 - A. Structural Notes (1 sheet)
 - B. Bridge Plan and Profile (1 sheet)
 - C. Conceptual Construction Sequence (1 sheet)
 - D. Foundation Plan (1 sheet)
 - E. Abutment Sheets (4 sheets)
 - F. Shaft Details (1 sheet) – if required
 - G. Intermediate Diaphragms (1 sheet)
 - H. Framing Plan (1 sheet)
 - I. Bridge Typical Section (1 sheet)
 - J. Deck Reinforcing Plan (1 sheet)
 - K. Girder Details (5 sheets)
 - L. Traffic Barrier (2 sheets)
 - M. Approach Slabs (2 sheets)
 - N. Barlist (1 sheet)
 - O. Utility Hanger Details (1 sheet)
 - P. Retaining Wall (2 sheets) – if required
8. Assemble and provide digital files for stamped structural calculations (design and quantities).
9. Prepare Load Rating after bridge is opened to traffic.

City Responsibilities

1. Provide a consolidated set of comments to CONSULTANT within 3 weeks of receipt of Draft 60% and Draft 90% structural PS&E package.
2. The City will provide Sargent and CONSULTANT with grant requirements / restrictions.

Assumptions

1. Meetings will be virtual and include one member of SUBCONSULTANT's staff.
2. The bridge superstructure will consist of a prestressed girder superstructure with a length between 60 feet and 100 feet.
3. The bridge will carry utilities (type/size/quantity to be determined).
4. The need for retaining walls will be determined during 30% design and will be omitted if not required. If needed, the retaining walls are assumed to be contractor designed structural earth walls (SEW), therefore no design of the walls will be performed (other than feasibility).
5. Specifications will be prepared as a part of this task will be based upon the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction.
6. Drawings will be created in AutoCAD format using CONSULTANT standards.
7. Load Rating will be per the requirements of the AASHTO Manual for Bridge Evaluation and the WSDOT Bridge Design Manual.

Deliverables

1. 60%, 90%, and Final structural PS&E package for inclusion in CONSULTANT's 60%, 90%, and Final PS&E packages (to include drawings, list of anticipated special provisions, and OPCC). Delivered electronically in PDF format.
2. Final Load Rating within 90 days of opening of bridge to traffic for inclusion into WSBIS database and City's bridge file.
3. Responses for inclusion in the comment response table prepared by CONSULTANT to resolve questions or comments from the City on the 60% and 90% PS&E packages delivered electronically in Microsoft Excel format.

Task 13 – Real Estate Services

The objective of this task is to provide the necessary effort required by CONSULTANT to conduct the Real Estate Services (RES) valuation, negotiation, and acquisition for the City for up to six (6) parcels. It is anticipated that these services will be finished within a period of twelve (12) months.

Assumptions

1. These tasks are based upon the WSDOT approved Right-of-Way Plans.
2. CONSULTANT will coordinate with the City, as necessary, and in accordance with the Federal Uniform Relocation Assistance and Real Property Acquisitions Policies Act (URA), WSDOT LAG Manual guidelines, applicable State and local laws, and City administrative rules, to facilitate the acquisition of up to six (6) identified properties.
3. City will provide CONSULTANT with available project information such as, but not limited to, the City's WSDOT approved ROW procedures (approved within the last three (3) years),

approved environmental documentation, and pre-approved City ROW forms, including legal documents, if available and as needed.

4. CONSULTANT and City agree to maintain clear lines of communication, determine and document the appropriate decision-making process to achieve project goals, and to provide open access to available data that is pertinent to the project.
5. RES will be required on up to six (6) parcels which will consist of temporary construction easements (TCE) and fee acquisition. Additional parcels not included will be considered an increased level of effort and will be renegotiated and adjusted accordingly.
6. Deliverables will be produced in accordance with the approved quality control/quality assurance (QC/QA) process established by the City and the ROW team.
7. Deliverables prepared by CONSULTANT will be provided to the City – one (1) electronic version and one (1) hard copy.

Subtask 13.1 – Pre-Acquisition and Data Management

CONSULTANT will order title reports and obtain right of entry agreements needed for the project, described as follows:

1. Order title reports and circulate title reports to the project team.
2. Acquire ROE agreements, with ROE requests being mailed out and a maximum of two (2) additional contracts being made for each parcel.

City Responsibilities

1. Review title reports.
2. Review and approve ROE agreement and cover letter.
3. Identify and authorize parcels needing right of entry agreements.
4. City and CONSULTANT will reassess ROE negotiations that are unsuccessful after three (3) attempts to determine if modifications to scope and budget are required.

Assumptions

1. CONSULTANT will order a maximum of six (6) title reports with one copy of each title report and supporting documentation (e.g., copies of covenants affecting legal description, deeds, etc.) supplied to the City. If title reports were previously ordered by SUBCONSULTANT (see Task 2), these will not be reordered.

CONSULTANT Services

1. Prepare necessary documents and make a maximum of three (3) landowner contacts for right of entry agreement request.
2. There will be a maximum of six (6) right of entry agreement requests.

Deliverables

1. Maximum of six (6) Title Reports
2. Right of Entry Documents and Signed Agreements

Subtask 13.2 – Management and Administration of the RES ROW Process

CONSULTANT will provide management, administration, coordination, and guidance for the following ROW tasks:

1. Prepare for and attend ROW kickoff meeting and monthly project update meetings with the City.
2. Prepare and provide a landowner list and ROW schedule.
3. Prepare and provide monthly ROW status report to include acquisition milestones upon commencement of the valuation process.
4. Manage subconsultant staff for the delivery of the ROW portion of the project.
5. Provide QA/QC services.

City Responsibilities

1. Attend ROW kickoff meeting and monthly project update meetings with CONSULTANT.
2. Review landowner contact list and ROW schedule.
3. Review monthly status reports and provide comments as needed.

Assumptions

1. Up to two (2) RES staff will attend the ROW kickoff meeting. Staff commitment is estimated at two (2) hours per staff for preparation and participation.
2. Up to one (1) RES staff will attend up to twelve (12) monthly recurring client meetings to be held virtually. Staff time commitment is estimated at two (2) hours per member of staff, per meeting, for preparation, participation in the meeting, and meeting notes.
3. Up to two (2) RES staff will attend up to twelve (12) recurring monthly internal meetings. Staff time commitment is estimated at one (1) hour per staff member per meeting for preparation, participation in the meeting, and notes.
4. Meetings with the City are anticipated to be held online by virtual capacity. If meetings are held in person, the increased level of effort will be renegotiated and adjusted accordingly.
5. Up to one (1) ROW schedule and up to one (1) update will be prepared.

Deliverables

1. One (1) Landowner Contact List
2. One (1) ROW Schedule and up to one (1) update
3. Up to twelve (12) Monthly ROW Project Status Reports

Subtask 13.3 – Valuation Process (Appraisal)

CONSULTANT will manage the valuation process for up to six (6) parcels. As part of the valuation process, Administrative Offer Summary (AOS) reports will be prepared. R.F. Duncan & Associates Inc., as a SUBCONSULTANT, will meet requirements set forth in 49 CFR 24.103 and will perform the following tasks:

1. Prepare a schedule for delivery of AOS reports.

2. Assemble needed valuation data and scope for each AOS assigned.
3. Send out landowner contact letters to affected parcels in advance of the valuation, if needed.
4. Deliver up to six (6) AOS reports.

City Responsibilities

1. Review valuation (AOS) schedule.
2. Review and approve by signature AOS reports.

Assumptions

1. City will provide information that is required to conduct the assigned appraisals.
2. It is anticipated there will be a total of up to six (6) AOS reports.
3. If it is determined that the value of a parcel is more than \$35,000, or the valuation is determined to be complex in nature, or an appraisal is necessary, the cost for the appraisal, appraisal review and level of effort for those parcels will be renegotiated and adjusted accordingly. This will require additional budget.
4. If appraisals are needed, the following applies:
 - A. Valuation services will be performed by a certified independent appraiser.
 - B. Appraisals will be before and after short form narrative appraisal reports.
 - C. NTP for the appraiser will be the date of receipt of required ROW plans or exhibits; title information; and landowner contact information.
 - D. The estimated delivery schedule for the appraisal reports and AOS documents is within ten (10) weeks of the date of NTP.
 - E. NTP for the review appraiser will be upon delivery of the appraisal report. Estimated delivery time is 30 days from NTP.

Deliverables

1. Valuation schedule.
2. AOS Reports.
3. Landowner contact letters, if applicable.
4. Appraisal Reports if negotiated.
5. Appraisal Reviews if negotiated.

Subtask 13.4 – Acquisition and Negotiation Services

CONSULTANT will prepare offer packages, present offers, and negotiate purchases, prepare administrative settlement memos, prepare executed documents for City approval and processing for a maximum of six (6) acquisition parcels. Files will be transmitted to the City with original documents at the completion of negotiations. Services include:

1. Prepare and maintain electronic and hard copy parcel files.
2. Review title reports for up to six (6) parcels.

3. Review ROW plans, exhibits and legal descriptions for up to six (6) parcels.
4. Prepare and provide documents required for the assigned parcels including Offer Letters, Easements and/or Warranty Deed, W-9s, Real Property Vouchers, Real Estate Tax Affidavits, and Negotiator Diaries.
5. Act as the agent of the City in negotiations.
6. Make a maximum of four (4) good faith contact attempts with each of the impacted landowners in an effort to negotiate a fair settlement.
7. Acquire fee acquisition, permanent easements and temporary easements, as approved by the City.
8. Provide a justification memorandum for settlements above the approved offering price, for approval by the City.
9. Provide a condemnation cover memorandum and parcel file, as approved by the City.
10. Process landowner payments through the City.
11. Transmit parcel files to the City.

City Responsibilities

1. Provide a copy of the City's WSDOT approved Right-of-Way acquisition procedures dated within the last three (3) years (if available).
2. Approve real estate documents and forms that CONSULTANT will use consistently with City acquisition practice.
3. Approve a minimum of one (1) preliminary offer package prior to offer being made.
4. Provide written approval for administrative settlements agreed to by the City.
5. Approve landowner payments.
6. Make prompt payment to the owner for approved acquisitions.
7. Review and approve transmitted files prepared by CONSULTANT.
8. Record necessary documents upon receipt of transmitted files.

Assumptions

1. CONSULTANT will follow the Uniform Relocation Act, WSDOT Local Agency Guidelines (LAG) manual, applicable State and Local laws and City administrative rules for right-of-way acquisition for real estate services provided for this project.
2. City will provide CONSULTANT with available project information such as but not limited to the City's WSDOT approved Right-of-Way procedures, if available.
3. CONSULTANT's title review responsibilities will be to identify the correct vesting from the title report, inputting that information into the appropriate acquisition documents.
4. CONSULTANT will make the initial offer to purchase in person if possible, or by certified mail.
5. CONSULTANT will provide a maximum of four (4) good-faith attempts at negotiations for up to six (6) parcels assigned, with those attempts being defined as an in-person visit with landowner (physical or virtual), a detailed phone conversation, a substantive correspondence or email exchange.

6. If negotiations cannot be concluded within 90 days of the offer date on a given parcel or if an appraisal is requested by a landowner of an AOS parcel, then the hours to complete those parcels will be re-negotiated and adjusted accordingly.
7. CONSULTANT's acquisition duties will be deemed complete if any of the following occur:
 - A. A negotiated settlement approved by the City has been reached and the necessary closing documents are executed.
 - B. The offer to purchase is rescinded.
 - C. A new valuation or new offer is required.
 - D. A Possession and Use agreement (P&U) is secured, and the acquisition file is transmitted to City.
 - E. A negotiated settlement cannot be reached after the fourth good faith attempt.
 - F. If an impasse is reached during negotiations, the entire parcel file will be turned over to the City for further action, including determination to eliminate acquisition of property.
8. The City agrees to pay title, closing, escrow or other fees (if applicable).

Deliverables

1. Up to six (6) Offer packages with executed acquisition documents for closing, by the City.
2. Up to one (1) QA/QC review of ROW Plans, legal descriptions and exhibits for up to six (6) parcels.
3. Up to six (6) Administrative Settlement Memorandums (if needed).
4. Up to six (6) Possession and Use Agreements (if needed).
5. Up to six (6) files recommended for condemnation proceedings (if needed).
6. Up to six (6) parcel files.

Subtask 13.5 – Prepare Right-of-Way Certification Package

CONSULTANT will work with the City and WSDOT Local Agency Coordinator (LAC) to prepare files for certification to the standards of the WSDOT LAG manual and prepare a certification memo for City.

1. Prepare acquisition files and documents for pre-acquisition review by WSDOT.
2. Attend the WSDOT pre-acquisition review meeting.
3. Prepare post-acquisition files for certification.
4. Prepare Draft Certification Memo.
5. Participate in WSDOT LPA certification review.

CITY Responsibilities

1. City will supply WSDOT LAC ROW documentation needed for parcel files to CONSULTANT in advance of WSDOT reviews.
2. If WSDOT LAC ROW documentation is unavailable, the City agrees to facilitate and attend a coordination meeting with the WSDOT LAC upon completion of NEPA and prior to the start of acquisition activities.

3. Review files prior to pre- and post-acquisition certification WSDOT review.
4. Review and approve draft certification memo.
5. Transmit final certification memo(s) to WSDOT LAC.
6. Participate in WSDOT LPA certification review.

Assumptions

1. A maximum of six (6) acquisition files will be prepared for certification.
2. There will be a maximum of one (1) draft certification memo prepared.
3. There will be a maximum of one (1) certification review meeting of a maximum of two (2) hours duration each for pre-acquisition and post-acquisition file review.

Deliverables:

1. Up to six (6) acquisition files prepared for certification.
2. Up to one (1) draft certification memo.

Task 14 – Final Utility Coordination

Objective

Utilize previously identified conflicts between franchise utilities and proposed project improvements to work with the utilities to relocate their facilities to avoid conflicts. Refine relocation designs as design progresses.

CONSULTANT Services

Effort included under this section is as follows:

1. Prepare letters requesting utility record information and send to each purveyor. Cross-check franchise utility-provided maps with field survey information and resolve conflicts between utility maps and field conditions.
2. Prepare updated Utility Conflict Matrix (UCM): The UCM delivered at the 30% submittal will be updated at the 60% submittal to reflect the updated design status.
3. Review utility relocation plans and incorporate final relocations into City contract plans and specifications.
4. Conduct Utility Coordination meetings, to discuss conflicts, proposed relocations, timing of relocations, and status of project schedule.

City Responsibilities

1. Public utility locates will be completed by the City.
2. Provide as-built record drawings of applicable projects.

Assumptions

1. Five utility purveyors will be contacted.
2. Up to eight utility meetings will be conducted as needed. Up to three CONSULTANT staff will attend the Utility Coordination Meetings. Meetings will be virtual and last one hour.

Deliverables

1. Contact up to five 3rd party utility purveyors requesting record drawing information.
2. Updated Potential Utility Conflict Matrix (11x17) at the 60% design submittal, delivered electronically in PDF format.
3. Utility Coordination meeting agendas and meeting notes delivered electronically in Microsoft Word format.
4. Utility Coordination tracking log delivered electronically in PDF format.

Task 15 – Stormwater Site Plan

Objective

Prepare a Drainage Report documenting the core requirements of the 2022 Drainage Design and Erosion Control Manual (DDECM).

CONSULTANT Services

1. Prepare Draft and Final Drainage Report.

City Responsibilities

1. Provide one set of conflict resolved consolidated comments on the Draft Drainage Report.

Assumptions

1. Utilize the requirements set forth in the 2022 DDECM. Eleven core requirements will be addressed as part of this task.
2. CONSULTANT will prepare a Draft Drainage Report following the outline provided in Volume I of the 2022 DDECM. The Drainage Report will be approximately 20-30 pages in length. The Report will include graphics which document analysis and assumptions.
3. Utilize use the Western Washington Hydraulic Model (WWHM) for preliminary sizing of both the water quality and flow control facilities.
4. The conveyance system will be evaluated using the Santa Barbara Unit Hydrograph Method (SBUH) for the 25-year, 24-hour storm event. The 100-year, 24-hour storm event will be modeled and evaluated for surcharge.
5. The Construction Stormwater Pollution Prevention Plan will be included within the Drainage Report.
6. The Draft Drainage Report will be submitted with the 60% PS&E deliverable.
7. The City will provide one set of conflict resolved comments for the Draft Drainage Report
8. Final Drainage Report will be submitted with the 90% PS&E deliverable.

Deliverables

1. Prepare Draft Drainage Report delivered electronically in PDF format.
2. Prepare Final Drainage Report delivered electronically in PDF format.

Task 16 – Bid Advertisement Support

Objective

1. Assist City staff as requested during the bid phase of the project.

CONSULTANT Responsibilities

1. Attend Prebid meeting as requested.
2. Respond to City staff and technical questions as requested.
3. Prepare and issue addenda to prospective bidders as requested.
4. Prepare conformed set of drawings as requested.

City Responsibilities

1. Advertise project for bidding.
2. Issue addenda to bidders.
3. Contract Administration – Review bids, bid tab, recommendation of award, issue notice to proceed.
4. Provide guidance of requested services for this Task.

Assumptions

1. Construction advertisement to take place in November 2027.
2. The services in this task are not to exceed \$5,000. If services are anticipated to exceed \$5,000 an amendment, crosswalking of funds from existing tasks, or the use of the Management Reserve Fund will be required.

Deliverables

1. To be determined as requested by the City.

Task 17 – Construction Support

Objective

1. Assist City staff with engineering services as requested during the construction phase of the project. The schedule/timing for construction is not currently known.

CONSULTANT Responsibilities

1. Review submittals and requests for information (RFIs) as provided by the City.
2. Attend construction meetings as requested by the City.
3. Attend site visits as requested by the City.

City Responsibilities

1. Provide full Construction Management services and Construction Administration through the duration of construction for this Project.

-
2. Provide in writing requests for CONSULTANT assistance as part of this Task.

Assumptions

1. The services in this task are not to exceed \$30,000. If services are anticipated to exceed \$30,000 an amendment, cross walking of remaining project dollars, or the use of the Management Reserve fund will be needed. The City will provide a request in writing to CONSULTANT for services required under this Task.

Exhibit B
DBE Participation Plan

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

This project has a 0% DBE goal. Sargent Engineers and Sage Geotechnical has been included on the team and are registered SBE firms. They will account for approximately 20% of the overall project scope.

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

AutoCAD and PDF format. See project scope in Exhibit A.

B. Roadway Design Files

AutoCAD and PDF format. See project scope in Exhibit A.

C. Computer Aided Drafting Files

AutoCAD and PDF format. See project scope in Exhibit A.

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

AGENCY may review CONSULTANT's files at CONSULTANT's office at any time with one week notice.

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

See project scope in Exhibit A.

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

See project scope in Exhibit A.

II. Any Other Electronic Files to Be Provided

See project scope in Exhibit A.

III. Methods to Electronically Exchange Data

USB drive, FTP file exchange, and/or email as requested by AGENCY.

A. Agency Software Suite

Microsoft Office Suite.

B. Electronic Messaging System

Email servers via Outlook.

C. File Transfers Format

USB drive, FTP file exchange, and/or email as requested by AGENCY.

Exhibit D
Prime Consultant Cost Computations

FEE ESTIMATE

City of Tumwater: Somerset Hill Fish Passage Barrier Removal




Task No.	Task Description	Total Labor	Total Expenses	Total Subconsultants	Total Fee
1	Project Management & Support Services	\$87,025	\$0	\$0	\$87,025
2	Data Collection - Topographic Survey and Right of Way Mapping (M2C)	\$1,634	\$0	\$35,373	\$37,007
3	Geotechnical Investigation and Reporting (Sage)	\$1,574	\$0	\$82,914	\$84,488
4	30% Utility Coordination	\$4,553	\$0	\$0	\$4,553
5	Hydrologic, Hydraulic, and Geomorphic Analysis	\$70,264	\$174	\$0	\$70,438
6	Stakeholder Coordination	\$12,420	\$261	\$0	\$12,681
7	Permitting & Environmental Services	\$157,926	\$984	\$0	\$158,910
8	Cultural Resource Evaluation Services	\$22,484	\$352	\$0	\$22,836
9	30% PS&E	\$68,530	\$0	\$0	\$68,530
9A	30% Structural PS&E (Sargent)	\$0	\$0	\$27,565	\$27,565
10	Forestry Analysis (One Atlas)	\$0	\$0	\$10,000	\$10,000
11	Management Reserve Fund	\$100,000	\$0	\$0	\$100,000
12	60%, 90%, Final PS&E	\$163,268	\$0	\$0	\$163,268
12A	60%, 90%, Final PS&E (Sargent)	\$0	\$0	\$128,130	\$128,130
13	Real Estate Services	\$90,643	\$10,215	\$0	\$100,858
14	Final Utility Coordination	\$11,927	\$0	\$0	\$11,927
15	Stormwater Site Plan	\$18,181	\$0	\$0	\$18,181
16	Bid Advertisement Support	\$5,000	\$0	\$0	\$5,000
17	Construction Support	\$30,000	\$0	\$0	\$30,000
Total - Tasks 1 through 17		\$845,429	\$11,986	\$283,982	\$1,141,397
Total - Tasks 1 through 10		\$426,410	\$1,771	\$155,852	\$584,033
Total - Task 11 (Management Reserve Fund)		\$100,000	\$0	\$0	\$100,000
Total - Tasks 12 through 17		\$319,019	\$10,215	\$128,130	\$457,364

Exhibit D

EXPENSES


City of Tumwater: Somerset Hill Fish Passage Barrier Removal

		Mileage/mile (2026) IRS	Field Supplies	Trimble Unit/day	Express Mail	Copies/Page 8.5x11 B&W	Copies/Page 8.5x11 Color	Appraisal Services	Total ODC
		Travel	Field Equipment	Field Equipment	Office Expenses	Office Expenses	Office Expenses	Appraisal Services	
OTHER DIRECT COSTS		Each	Each	Each	Each	Each	Each	Estimate	
Unit Cost		\$0.725	\$50.000	\$26.000	\$25.000	\$0.050	\$0.450	\$9,000	
5	Hydrologic, Hydraulic, and Geomorphic Analysis								
	Quantity	240	0	0	0	0	0	0	
	Task Total	\$174.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$174.00
6	Stakeholder Coordination								
	Quantity	360	0	0	0	0	0	0	
	Task Total	\$261.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$261.00
7	Permitting & Environmental Services								
	Quantity	1147	2	2	0	0	0	0	
	Task Total	\$831.58	\$100.00	\$52.00	\$0.00	\$0.00	\$0.00	\$0.00	\$983.58
8	Cultural Resource Evaluation Services								
	Quantity	380	1	1	0	0	0	0	
	Task Total	\$275.50	\$50.00	\$26.00	\$0.00	\$0.00	\$0.00	\$0.00	\$351.50
13	Real Estate Services								
	Quantity	600	0	0	18	1200	600	1	
	Task Total	\$435.00	\$0.00	\$0.00	\$450.00	\$60.00	\$270.00	\$9,000.00	\$10,215.00
Total ODC		\$ 1,977.08	\$ 150.00	\$ 78.00	\$ 450.00	\$ 60.00	\$ 270.00	\$ 9,000.00	\$ 11,985.08

*All mileage will be billed at the current IRS mileage rate

SUBCONSULTANTS

City of Tumwater: Somerset Hill Fish Passage Barrier Removal

		M2C	Sage Geotechnical	Sargent Engineers	One Atlas	Total Subconsultants
SUBCONSULTANTS						
2	Data Collection - Topographic Survey and Right of Way Mapping					
	Task Total	\$35,373.00	\$0.00	\$0.00	\$0.00	\$35,373.00
3	Geotechnical Investigation and Reporting (Sage)					
	Task Total	\$0.00	\$82,913.72	\$0.00	\$0.00	\$82,913.72
9A	30% Structural PS&E (Sargent)					
	Task Total	\$0.00	\$0.00	\$27,565.00	\$0.00	\$27,565.00
10	Forestry Analysis (One Atlas)					
	Task Total	\$0.00	\$0.00	\$0.00	\$10,000.00	\$10,000.00
12A	60%, 90%, Final PS&E (Sargent)					
	Task Total	\$0.00	\$0.00	\$128,130.00	\$0.00	\$128,130.00
Total Subconsultants		\$ 35,373.00	\$ 82,913.72	\$ 155,695.00	\$ 10,000.00	\$ 283,981.72

Actuals Not To Exceed Table (ANTE)

City of Tumwater: Somerset Hill Fish Passage Barrier Removal				
HDR Engineering, Inc.				
555 110th Ave NE, Suite 1200				
Bellevue, WA 98004				
Job Classifications	Direct Labor Rate NTE*	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		161.77%	27.50%	
Administrative Assistant 3	\$49.75	\$80.48	\$13.68	\$143.91
Administrative Assistant 5	\$80.06	\$129.51	\$22.02	\$231.59
Architect 1	\$52.28	\$84.57	\$14.38	\$151.23
Architect 2	\$55.20	\$89.30	\$15.18	\$159.68
Architect Supervisor	\$116.13	\$187.86	\$31.94	\$335.93
Bridge Engineer 1	\$56.76	\$91.82	\$15.61	\$164.19
Bridge Engineer 3	\$85.62	\$138.51	\$23.55	\$247.67
Bridge Engineer 7	\$130.57	\$211.22	\$35.91	\$377.70
Budget Analyst 1	\$123.27	\$199.41	\$33.90	\$356.58
Budget Analyst 3	\$201.76	\$326.39	\$55.48	\$583.63
Civil Engineer 3	\$96.21	\$155.64	\$26.46	\$278.31
Civil Engineer 4	\$110.42	\$178.63	\$30.37	\$319.41
Communications Consultant 3	\$85.01	\$137.52	\$23.38	\$245.91
Communications Consultant 5	\$103.46	\$167.37	\$28.45	\$299.28
Construction Project Coordinator 2	\$74.64	\$120.75	\$20.53	\$215.91
Construction Project Coordinator 3	\$84.17	\$136.16	\$23.15	\$243.48
Construction Project Coordinator 4	\$124.27	\$201.03	\$34.17	\$359.48
Contracts Specialist 3	\$62.02	\$100.33	\$17.06	\$179.41
Drafting Technician 3	\$80.69	\$130.53	\$22.19	\$233.41
Engineering Technician 3	\$67.37	\$108.98	\$18.53	\$194.88
Engineering Technician Supervisor	\$83.74	\$135.47	\$23.03	\$242.23
Environmental Engineer 2	\$47.92	\$77.52	\$13.18	\$138.62
Environmental Engineer 4	\$106.02	\$171.51	\$29.16	\$306.68
Environmental Planner 2	\$52.74	\$85.32	\$14.50	\$152.56
Environmental Planner 5	\$105.78	\$171.12	\$29.09	\$305.99
Environmental Specialist 3	\$45.15	\$73.04	\$12.42	\$130.61
Environmental Specialist 5	\$90.56	\$146.50	\$24.90	\$261.96
Fiscal Analyst 3	\$52.72	\$85.29	\$14.50	\$152.50
Fiscal Analyst 5	\$84.38	\$136.50	\$23.20	\$244.09
Human Resource Consultant 3	\$38.15	\$61.72	\$10.49	\$110.36
Human Resource Consultant 4	\$70.10	\$113.40	\$19.28	\$202.78
IT Specialist 3	\$88.77	\$143.60	\$24.41	\$256.78
Property and Acquisition Specialist 4	\$92.13	\$149.04	\$25.34	\$266.50
Transportation Engineer 2	\$63.53	\$102.77	\$17.47	\$183.77
Transportation Engineer 3	\$104.90	\$169.70	\$28.85	\$303.44
Transportation Engineer 5	\$205.35	\$332.19	\$56.47	\$594.02
Transportation Engineer Intern	\$31.52	\$50.99	\$8.67	\$91.18
Transportation Planning Specialist 1	\$61.22	\$99.04	\$16.84	\$177.09
Transportation Planning Specialist 3	\$101.56	\$164.29	\$27.93	\$293.78
Transportation Planning Specialist 5	\$122.23	\$197.73	\$33.61	\$353.57
Transportation Technician 1	\$71.01	\$114.87	\$19.53	\$205.41
Transportation Technician 3	\$87.54	\$141.61	\$24.07	\$253.23
Value Engineering Specialist	\$131.24	\$212.31	\$36.09	\$379.64



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

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

June 4, 2025

HDR Engineering Inc
1917 S 67th Street
Omaha, NE 68106

Subject: Acceptance FYE 2024 ICR – Cognizant Review

Dear Joe Cox:

We have accepted your firm's FYE 2024 Indirect Cost Rate (ICR) of 161.77% of direct labor (rate includes 0.54% Facilities Capital Cost of Money) based on the "Cognizant Review" from The Nebraska Department of Transportation (NDOT). 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.

Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

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

Regards,


Schatzie Harvey
Schatzie Harvey (Jun 4, 2025 14:37 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:kb

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.

Exhibit E-1 Subconsultant Fee Determination - Summary Sheet (Mandatory when Subconsultants are utilized)

Project: HDR Summerset Culvert Replacement

Sub Consultant: MTN2COAST, LLC

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>		<u>Rate</u>	=	<u>Cost</u>
<u>ROW Plan and Determination</u>					
Senior Professional Surveyor	16	X	85.00		1,360.00
Professional Surveyor	8		70.00		560.00
Surveyor/LSIT	16	X	60.10		961.60
Senior Survey Technician	4	X	41.00		164.00
Survey CAD Technician	24	X	37.50		900.00
Survey Party Chief	52	X	36.50		1,898.00
Survey Tech - Assistant	52	X	27.50		1,430.00
			Total DSC =		7,273.60

Overhead (OH Cost -- including Salary Additives):

OH Rate x DSC of	148.67%	x	7,273.60	=	10,813.66
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Fixed Fee (FF):

FF Rate x DSC of	27.50%	x	7,273.60	=	2,000.24
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Reimbursables:

Mileage	60	x	\$ 0.725	=	\$ 43.50
Locator Service	\$ 720.00	x	1.10	=	\$ 792.00
potholing	\$ 8,000.00	x	1.10	=	\$ 8,800.00
Title reports	\$ 600.00	x	3.00	=	\$ 1,800.00
1 day traffic control	\$ 3,500.00	x	1.10	=	\$ 3,850.00

SubConsultant Total

= \$ 35,373.00

Grand Total

= _____

Prepared By:

Seth Prigge

Date:

4/16/2026

Actuals Not To Exceed Table (ANTE)

Tumwater Somerset Hill Fish Passage Barrier Removal MTN2COAST Land Surveying 2320 Mottman Rd SW, Suite 106 Tuwmater, WA 98512				
Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		148.67%	27.50%	
Senior Professional Land Surveyor	\$85.00	\$126.37	\$23.38	\$234.74
Professional Land Surveyor	\$70.00	\$104.07	\$19.25	\$193.32
Survey Tech - LSIT	\$60.10	\$89.35	\$16.53	\$165.98
Senior Survey Tech	\$41.00	\$60.95	\$11.28	\$113.23
Survey CAD/Tech	\$37.50	\$55.75	\$10.31	\$103.56
Survey Crew Chief	\$36.50	\$54.26	\$10.04	\$100.80
Survey Crew Assistant	27.5	\$40.88	\$7.56	\$75.95



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

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

May 19, 2025

MTN2COAST Land Surveying
2320 Mottman Rd SW, Suite 106
Tumwater, WA 98512

Subject: Acceptance FYE 2024 ICR – Risk Assessment Review

Dear Jessica Prigge:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2024 ICR of 148.67% of direct labor. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards,


Schatzie Harvey (May 19, 2025 08:50 PDT)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH: kb

**Somerset Hill Fish Passage
Fee Estimate - Sage Geotechnical - 5.19.26**

Task	Principal Engineer	Sr. Engineer	Project Controller	Staff Engineer	Total Hours	Total Labor Cost
	\$223.02	\$185.65	\$157.41	\$99.00		
Project Management & Meetings	36		20		56	\$ 11,177
Subsurface Investigation and Planning	8	12		20	40	\$ 5,992
Seismic/Liquefaction Analysis	4	16			20	\$ 3,862
Foundation Design	8	12			20	\$ 4,012
Landslide Evaluation/Repairs	12	16		4	32	\$ 6,043
Embankment/Walls/Earthwork Design	4	16			20	\$ 3,862
Reporting	12	16	12	8	48	\$ 8,328
Consultation and Final Design Engineering	24	24	4		52	\$ 10,438
Total Hours	108	112	36	32	288	
Total Labor Costs	\$24,086	\$20,793	\$5,667	\$3,168		\$ 53,714
Subcontracted and Direct Expenses		Quantity	Unit Price	Markup		Total Cost
Geophysics Subconsultant		1	\$ 4,000.00	1.00		\$ 4,000.00
Drilling Subcontractor		1	\$ 18,500.00	1.00		\$ 17,500.00
Traffic Control Subcontractor		1	\$ 4,100.00	1.00		\$ 4,100.00
Geotechnical Laboratory Testing		12	\$ 300.00	1.00		\$ 3,600.00
Total Subcontracted and Direct Expenses						\$ 29,200.00
Total Task Cost						\$ 82,913.72

Actuals Not To Exceed Table (ANTE)

City of Tumwater - Somerset Hill Fish Passage Barrier Removal Project 1325(011)
 Sage Geotechnical, LLC
 2840 Crites St SW, Ste 104
 Tumwater, Washington, 98512

Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		120.00%	27.50%	
Principal Engineer	\$90.11	\$108.13	\$24.78	\$223.02
Senior Engineer	\$75.01	\$90.01	\$20.63	\$185.65
Project Controller	\$63.60	\$76.32	\$17.49	\$157.41
Staff Engineer/Geologist	\$40.00	\$48.00	\$11.00	\$99.00
Soil Technician	38.46	\$46.15	\$10.58	\$95.19



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

March 14, 2024

Mallory Skinner
Sage Geotechnical, LLC
724 Columbia Street, Suite 203
Olympia, WA 98501

Re: Sage Geotechnical, LLC
Safe Harbor Indirect Cost Rate Addendum

Dear Mallory:

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

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

You may use the Safe Harbor Rate of 120%, or 90% for field office situations, for agreements entered prior to September 8, 2026. For agreements entered after this date, please contact the WSDOT Consultant Services Office (CSO) or our office for guidance.

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

If you have any questions, please contact Steve McKerney or me at (360)705-7799.

Sincerely,

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

Jarron Elter
Agreement Compliance Audit Manager

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



**City of Tumwater - Somerset Hill Fish Passage Barrier Removal
Consultant Fee Determination**

Project: Somerset Hill Fish Passage Barrier Removal Project

Salary Cost					
Task	Principal	Senior Project Engineer	Project Engineer	Design Engineer	Task Cost
Rate:	\$257.33	\$203.24	\$157.35	\$116.37	
Task 9A: 30% Structural PS&E	22	35	94	0	\$27,566
Task 12A: 60%, 90%, Final Structural PS&E	73	162	481	6	\$128,094
Total Hours for Tasks 9A and 12A:	95	197	575	6	
Total Salary Costs for Sargent					\$155,659
Reimbursables					
Lodging	0	night @	\$110		\$0
Per diem	0	days @	\$68.00		\$0
Mileage	50	miles @	\$0.725		\$36
Grand Total					\$155,695
Prepared By: Scott Olson				Date: 4/16/2026	



Actuals Not To Exceed Table (ANTE)

City of Tumwater - Somerset Hill Fish Passage Barrier Removal Project 1325(011)				
Sargent Engineers, Inc.				
320 Ronlee Ln NW				
Olympia, WA 98502				
Effective January 1, 2026				
Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		197.81%	27.50%	
Principals	\$90.50	\$179.02	\$24.89	\$294.41
Senior Engineers	\$79.00	\$156.27	\$21.73	\$257.00
Senior Project Engineers	\$73.50	\$145.39	\$20.21	\$239.10
Project Engineers	\$71.50	\$141.43	\$19.66	\$232.59
Design Engineers	\$60.00	\$118.69	\$16.50	\$195.19
Engineering Technician	\$49.00	\$96.93	\$13.48	\$159.41
Engineering Intern	\$39.00	\$77.15	\$10.73	\$126.88
Drafter II	\$47.00	\$92.97	\$12.93	\$152.90
Business Manager	\$66.50	\$131.54	\$18.29	\$216.33
Business Associate	\$47.00	\$92.97	\$12.93	\$152.90
Clerical	38	\$75.17	\$10.45	\$123.62



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

April 16, 2025

Sargent Engineers, Inc
320 Ronlee Lane NW
Olympia, WA 98502

Subject: Acceptance FYE 2024 ICR – CPA Report

Dear Molly Cichosz:

We have accepted your firm's FYE 2024 Indirect Cost Rate (ICR) of 197.81% of direct labor based on the "Independent CPA Report" prepared by Shannon & Associates LLP CPAs. 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 (Apr 17, 2025 06:06 PDT)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH: kb

SUBCONSULTANT ESTIMATE

City of Tumwater
Somerset Hill Fish Passage Barrier Removal

One Atlas							
	NPEC Project Manager 1	NPEC Scientist 2	Office Manager 2	Total Labor Hours	Total Labor Dollars	Total Expenses	Total Fee
Project Role							
Billing Rate	138.30	111.55	195.90				
10 Forestry Analysis (One Atlas)	26	50	4	80	\$ 9,956.90	\$ 43.10	\$ 10,000.00
Forestry Analysis	26	50	4	80	\$ 9,956.90	\$ 43.10	\$ 10,000.00
Task Total Hours	26.00	50.00	4.00	80.00			
Task Total Fee	\$ 3,595.80	\$ 5,577.50	\$ 783.60		\$ 9,956.90	\$ 43.10	\$ 10,000.00



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 23, 2025

Atlas Technical Consultants LLC
600 1st Ave STE 600
Seattle, WA 98104-2215

Subject: Acceptance FYE 2024 ICR – CPA Report

Dear Andrew Kostas:

We have accepted your firm's FYE 2024 Indirect Cost Rate (ICR) based on the "Independent CPA Report" prepared by Carr, Riggs & Ingram, LLC, as follows:

- Home Office: 138.10% of direct labor (rate includes 0.45% Facilities Capital Cost of Money)
- Field Office: 127.94% of direct labor (rate includes 0.29% Facilities Capital Cost of Money)

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

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

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

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

Regards,

A handwritten signature in black ink that reads 'Schatzie Harvey'.

[Schatzie Harvey \(Jul 23, 2025 13:52:40 PDT\)](#)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH: kb

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

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

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

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

Exhibit G **Certification Document**

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of City of Tumwater
- 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
HDR Engineering, Inc.

whose address is

905 Plum Street SE, Town Square 3, Suite 200, Olympia, WA 98501

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 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.

HDR Engineering, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

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

I hereby certify that I am the:

Mayor

Other

of the City of Tumwater, and HDR Engineering, Inc.

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

- a) Employ or retain, or agree to employ to retain, any firm or person; 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 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

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.

HDR Engineering, Inc.

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 require certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

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

HDR Engineering, Inc.

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 Somerset Hill Fish Passage Barrier Removal * are accurate, complete, and current as of 5/27/2026 **.

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: HDR Engineering, Inc.

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 \$ 2,000,000.00 .

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ 2,000,000.00 .

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