

Tuesday, January 13, 2026
#2174 Regular City Council Meeting - Hybrid (In-Person & Online)

7:00 P.M.
Agenda:

In-Person at College Place City Hall, 625 S College Avenue, College Place Washington

Meeting may be viewed at: Live Stream on City of College Place, Washington YouTube at https://www.youtube.com/channel/UCbx3qrqzLDL_05NusReSI-g/featured

Zoom Attendee Link: <https://us06web.zoom.us/j/85394408296>

Or you may call this number to listen: 1-669-900-9128 ID#85394408296 Phone controls: *6 - toggle mute /un-mute and *9 - raise hand

1. Opening Items.

Subject :	1.01 Call To Order
Meeting :	Jan 13, 2026 - #2174 Regular City Council Meeting - Hybrid (In-Person & Online)
Category :	1. Opening Items.
Access :	Public
Type :	Procedural

Public Content

Mayor Hernández will call the meeting to order.

Subject :	1.02 Roll Call
Meeting :	Jan 13, 2026 - #2174 Regular City Council Meeting - Hybrid (In-Person & Online)
Category :	1. Opening Items.
Access :	Public
Type :	Procedural

Public Content

Mayor Norma L. Hernández

Loren Peterson-Mayor Pro Tem.

Heather Schermann,

Michael Cleveland,

Council Members Melodie Williams,

Monica Boyle,
Jordan Green,
Nadine Stecklein

City Administrator, Troy Rayburn;
City Attorney, Eric Ferguson;
City Clerk, Carolyn Holm;
City Prosecutor, Michael Rio;
Community Development Director, Jon Rickard;
Staff Finance Director, Brian Carleton;
Fire Chief, David Winter;
Human ResourcesManager, Shawn Doering;
Information Technology Manager, Jon Anthes;
Police Chief, Troy Tomaras;
Public Works Director, Robert McAndrews;

Subject : 1.03 Pledge of Allegiance
Meeting : Jan 13, 2026 - #2174 Regular City Council Meeting - Hybrid (In-Person & Online)
Category : 1. Opening Items.
Access : Public
Type : Procedural

Public Content

"Ipledge allegianceto the Flag of the United States of America, and to the Republic for which it stands, one Nation under God, indivisible, with liberty and justice for all."

Subject : 1.04 Public Comment -
Meeting : Jan 13, 2026 - #2174 Regular City Council Meeting - Hybrid (In-Person & Online)
Category : 1. Opening Items.
Access : Public
Type : Information

Public Content

Council meetings are primarily structured to permit Council Members to arrive at the decisions necessary to govern the City.

Meeting Protocol for Public Comment:

Written Public comments may be provided by submitting comment to Clerk@cpwa.us no later than 4:30 PM on the meeting date to be included in the record. (If typewritten, no less than 11 pt font).

Verbal Public Comments may be made during the meeting:

- In-person at the meeting location - provided at the beginning of each agenda.

Telephone and Virtual Comments:

Any member of the public who desires to make a public comment at the City Council meeting by telephone or remote access shall provide at least 24 hours notice (excluding weekends and holidays) prior to the start of the meeting at which the member of the public wants to make a comment, notify the City Clerk or designee in writing or by direct verbal communication of their desire to make a comment.

- Telephone comment - Call 1-669-900-9128, entering the meeting ID (provided at beginning of agenda) and raise your hand (*9 to raise hand, *6 to mute/un-mute) when comments are requested.
- Virtual comment - Join using the Zoom Attendee link (provided at beginning of agenda) and raise your hand when comments are requested.

Once recognized, you will have five minutes to speak on any subject that is under the control of the Council.

2. Consent Agenda.

Subject :	2.01 AB 26001 - Approve Agenda for January 13, 2025
Meeting :	Jan 13, 2026 - #2174 Regular City Council Meeting - Hybrid (In-Person & Online)
Category :	2. Consent Agenda.
Access :	Public
Type :	Action (Consent)
Recommended Action :	Motion to approve the agenda for 1/13 /2025.

Consent

Our adopted rules of Parliamentary Procedure, The Standard Code of Parliamentary Procedure, provide for a consent agenda listing several items for approval of the Council by a single motion. Most of the items listed under the consent agenda have gone through previous review either during the budget process, at a workshop, or by subcommittee review and recommendation. Documentation concerning these items has been provided to all Council Members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any Council Member.

Subject :	2.02 AB 26002 - Approve Council Minutes from December 9, 2025
Meeting :	Jan 13, 2026 - #2174 Regular City Council Meeting - Hybrid (In-Person & Online)
Category :	2. Consent Agenda.
Access :	Public
Type :	Action (Consent), Minutes

Recommended Action :	Motion to approve Council Meeting Minutes from 12/9 /2025.
Minutes :	View Minutes for Dec 9, 2025 - City Council Meeting - Hybrid (In-Person & Online)

File Attachments

[12-9-2025 Council Meeting Minutes.pdf \(726 KB\)](#)

Consent

Our adopted rules of Parliamentary Procedure, The Standard Code of Parliamentary Procedure, provide for a consent agenda listing several items for approval of the Council by a single motion. Most of the items listed under the consent agenda have gone through previous review either during the budget process, at a workshop, or by subcommittee review and recommendation. Documentation concerning these items has been provided to all Council Members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any Council Member.

Subject :	2.03 AB 26003 - Approve Council Workshop Minutes from January 6, 2026
Meeting :	Jan 13, 2026 - #2174 Regular City Council Meeting - Hybrid (In-Person & Online)
Category :	2. Consent Agenda.
Access :	Public
Type :	Action (Consent), Minutes
Recommended Action :	Motion to approve Council Workshop Minutes from January 6, 2026

File Attachments

[1-6-2026 Council Workshop Minutes.pdf \(1,250 KB\)](#)

Consent

Our adopted rules of Parliamentary Procedure, The Standard Code of Parliamentary Procedure, provide for a consent agenda listing several items for approval of the Council by a single motion. Most of the items listed under the consent agenda have gone through previous review either during the budget process, at a workshop, or by subcommittee review and recommendation. Documentation concerning these items has been provided to all Council Members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any Council Member.

Subject :	2.04 AB 26004 - Re-Appointment Confirmation of Gary Petersen to the Historic Preservation Commission
Meeting :	Jan 13, 2026 - #2174 Regular City Council Meeting - Hybrid (In-Person & Online)
Category :	2. Consent Agenda.
Access :	Public
Type :	Action (Consent)
Recommended Action :	Motion to approve reappointment of Gary Petersen to

Public Content

Briefly describe your background and experience:

I was born in Walla Walla, raised in College Place. I've been a realtor since 1982.

I was a history major in college and have an interest in built environment and appreciation that most everyone does the best they can in their circumstance and time. So, we should be slow to judge but plan carefully.

State your goals for the city:

To remain an independent city that has smart growth decisions now so as to be livable, interesting and not run down in the future.

Mr. Petersen has served since Commission creation in 2017.

Consent

Our adopted rules of Parliamentary Procedure, The Standard Code of Parliamentary Procedure, provide for a consent agenda listing several items for approval of the Council by a single motion. Most of the items listed under the consent agenda have gone through previous review either during the budget process, at a workshop, or by subcommittee review and recommendation. Documentation concerning these items has been provided to all Council Members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any Council Member.

Subject :	2.05 Approve Consent Agenda - Our adopted rules of Parliamentary Procedure, The Standard Code of Parliamentary Procedure, provide for a consent agenda listing several items for approval of the Council by a single motion. Most of the items listed under the consent agenda have gone through previous review either during the budget process, at a workshop, or by subcommittee review and recommendation. Documentation concerning these items has been provided to all Council Members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any Council Member.
Meeting :	Jan 13, 2026 - #2174 Regular City Council Meeting - Hybrid (In-Person & Online)
Category :	2. Consent Agenda.
Access :	Public
Type :	Action (Consent)
Recommended Action :	Motion to approve the consent agenda

Consent

Our adopted rules of Parliamentary Procedure, The Standard Code of Parliamentary Procedure, provide for a consent agenda listing several items for approval of the Council by a single motion. Most of the

items listed under the consent agenda have gone through previous review either during the budget process, at a workshop, or by subcommittee review and recommendation. Documentation concerning these items has been provided to all Council Members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any Council Member.

3. Presentations.

Subject :	3.01 AB 26008 Martin Luther King Jr Day Proclamation - Mayor Hernandez
Meeting :	Jan 13, 2026 - #2174 Regular City Council Meeting - Hybrid (In-Person & Online)
Category :	3. Presentations.
Access :	Public
Type :	Information, Procedural

Public Content

WHEREAS, this month marks the 96th anniversary of Dr. Martin Luther King Jr.s birth; and

WHEREAS, Dr. King dedicated his life to advancing equality and social justice, and challenged all Americans to participate in the never-ending work to build a more perfect union; and

WHEREAS, Dr. King taught us that we are measured not by where we stand in moments of comfort and convenience, but by the stands we take during times of challenge and controversy; and

WHEREAS, Martin Luther King, Jr. Day is observed each year on the third Monday in January and is the only federal holiday designated as a national day of service; and

WHEREAS, each of us can and must contribute to making our communities better with increased opportunity for the whole community.

NOW, THEREFORE, I, Norma L. Hernandez, Mayor of the City of College Place do hereby proclaim January 19th, 2026 as:

MARTIN LUTHER KING, JR. DAY

File Attachments

- [2026 MLK Day Proclamation.pdf \(430 KB\)](#)
- [2026 Community Planning Month Proclamation Graphic.png \(1.703 KB\)](#)

Subject :	3.02 Citizens for College Place Public Schools Educational Programs & Operations (EP&O) levy renewal Marissa Neff/Courtney Amick
Meeting :	Jan 13, 2026 - #2174 Regular City Council Meeting -

Hybrid (In-Person & Online)

Category :

3. Presentations.

Access :

Public

Type :

Information

Public Content

Requesting City Council Letter of Support

File Attachments

[CPPS.2027-2030PublicPresentations.pdf \(1,985 KB\)](#)

4. Public Hearings.

5. Action Items.

Subject :	5.01 AB 26005 David, Evans & Associates Contract for Safe Routes to School Projects- Robert McAndrews
Meeting :	Jan 13, 2026 - #2174 Regular City Council Meeting - Hybrid (In-Person & Online)
Category :	5. Action Items.
Access :	Public
Type :	Action
Preferred Date :	Jan 13, 2026
Fiscal Impact :	Yes
Dollar Amount :	\$478,235.00
Budgeted :	Yes
Budget Source :	WSDOT
Recommended Action :	Motion to approve the contract with David Evans and Associates and authorize Public Works Director or designee to sign contract for professional services in the amount of \$478,235.00 which consists of Engineering and Right of Way.

Public Content

Historical Perspective:

The city has not been successful in the past with the Safe Routes to School Grants, but our most recent grant was approved for not just one project but two. We are excited for this project and anticipate it being able to open more opportunities to continue applying for related grants.

This project will provide Safe Routes for our children and parents that utilize these routes to walk to Davis Elementary and Sager Middle School. Once this project is completed, we are required to coordinate with both schools and do several educational exercises with them as well as the school districts bus transportation department.

Information for Consideration:

The city put out an RFQ for this project and received (4) proposals, DEA was chosen based on their understanding of the project, their approach to the project, the personnel assigned to the project, their qualifications and experience on similar projects and the quality of their proposal. Adding sidewalks, RRFB's, Bulb outs, making SE Birch a one-way street (SE 2nd to SE 4th) and narrowing NE Ash St (A St to Whitman) will provide a safe passage for those who walk to Davis Elementary and Sager Middle School.

File Attachments

[Davis Elementary_DEA Agreement - LP_AEPS-CostPlusFixedFee.pdf \(3.570 KB\)](#)
[Sager Middle School_DEA Agreement - LP_AEPS-CostPlusFixedFee.pdf \(3.205 KB\)](#)

Subject :	5.02 AB 26006 Additional Wastewater Treatment Plant Costs for 2025-Robert McAndrews
Meeting :	Jan 13, 2026 - #2174 Regular City Council Meeting - Hybrid (In-Person & Online)
Category :	5. Action Items.
Access :	Public
Type :	Action
Preferred Date :	Jan 13, 2026
Absolute Date :	Jan 13, 2026
Fiscal Impact :	Yes
Dollar Amount :	\$80,996.32
Budgeted :	No
Budget Source :	Sewer Reserves
Recommended Action :	Motion to authorize payment to Jacobs in the amount of \$80,996.32 for costs incurred that exceeded the original budgeted amounts related to electricity and sampling for the operation of the City's Wastewater Treatment Plant.

Public Content

Historical Perspective:

The City contracts with Jacobs for operations of the Wastewater Treatment Plant (WWTP). Jacobs contract includes an estimated amount for electricity use and lab work related to required sampling. In 2025 there was \$235,814.00 budgeted for electricity and the actual costs came in at \$310,010.32. This was due to an large unforeseen increase in power costs from Pacific Power. Additionally, the Washington State Department of Ecology permit requirements included additional sampling that wasn't planned for. This resulted in and additional \$6,800 in sampling costs.

Information for Consideration:

The City's contract with Jacobs requires that the City pay any costs related to actual increase in electricity and unforeseen circumstances including changes in regulations or rules. Thus, by contract the City is responsible for the overages associated with the operations of the WWTP.

It is important to note, that if all costs are not incurred in a year, Jacobs provides a refund/rebate to the City. Historically, the refund/rebate has been around \$75,000 - \$90,000 each year.

File Attachments

[CH2M Contract for WWTP Operations 2016-03-16.pdf \(17,756 KB\)](#)

[College Place Amendment 9 - Signed.pdf \(289 KB\)](#)

[CH2m Jacobs invoice.pdf \(23 KB\)](#)

Admin Content

I will submit the invoice from Jacobs to Carolyn later this week once I receive it from Jacobs.

Royce Davis from Jacobs plans to attend the meeting as well, in case there are any questions. I will present the item, then will likely ask Royce if he has anything to add before turning it over to Council for questions and approval.

Subject :	5.03 AB 26007 Accepting Dept of Health Funding for SE 12th St Design-Robert McAndrews
Meeting :	Jan 13, 2026 - #2174 Regular City Council Meeting - Hybrid (In-Person & Online)
Category :	5. Action Items.
Access :	Public
Type :	Action
Preferred Date :	Jan 13, 2026
Absolute Date :	Jan 13, 2026
Fiscal Impact :	Yes
Dollar Amount :	\$510,000.00
Budgeted :	Yes
Budget Source :	Department of Health Loan Drinking Water State Revolving Fund (DWSRF)
Recommended Action :	Motion to authorize Public Works Director or designee to sign loan contract with Department of Health accepting \$500,000 in loan with a \$10,000 loan fee for the planning and design of the SE 12th Street Reconstruction Project.

Public Content

Historical Perspective:

The City has been awarded a 10 year/0.0% interest Department of Health (DOH) DWSRF Loan for \$500,000 with a \$10,000 loan fee for the planning and design of the water portion of the SE 12th St Reconstruction project.

Information for Consideration:

Previously City staff met with several state and federal funding agencies about strategies to fund and complete the SE 12th St Reconstruction project. City staff were advised to seek funding for the utility work first. DOH has funded design for the water portion of the project. The City is still waiting to hear if the other utility funding is being awarded as well, but needs to begin design regardless.

File Attachments

[PCL31573-0 City of College Place.pdf \(618 KB\)](#)

[SE 12th St Project - College to Myra.jpg \(1.203 KB\)](#)

6. Administrative Reports.

Subject :	6.01 City Administrator Update Troy Rayburn
Meeting :	Jan 13, 2026 - #2174 Regular City Council Meeting - Hybrid (In-Person & Online)
Category :	6. Administrative Reports.
Access :	Public
Type :	Information

7. Informational Reports.

8. Closing Items.

Subject :	8.01 Good of the Order?
Meeting :	Jan 13, 2026 - #2174 Regular City Council Meeting - Hybrid (In-Person & Online)
Category :	8. Closing Items.
Access :	Public
Type :	Discussion, Information
Subject :	8.02 Conclusion - Motion to Conclude the Meeting.
Meeting :	Jan 13, 2026 - #2174 Regular City Council Meeting - Hybrid (In-Person & Online)
Category :	8. Closing Items.
Access :	Public
Type :	Action
Recommended Action :	Motion to conclude the meeting

City Council Workshop - Hybrid (In-Person & Online) (Tuesday, January 6, 2026)

Generated by Carolyn Holm on Tuesday, January 6, 2026.

1. Opening Items.

Procedural: 1.01 Call To Order

Mayor Hernández called the workshop to order at 5:30 PM.

Procedural: 1.02 Roll Call

PRESENT:

Chair - Mayor, Norma L. Hernández

Council Members - Loren Peterson - Mayor Pro Tem; Heather Schermann; Michael Cleveland; Nadine Stecklein; Jordan Green

Council Members via Zoom- Monica Boyle

Staff - City Administrator, Troy Rayburn; City Attorney, Eric Ferguson; City Clerk, Carolyn Holm; Community Development Director, Jon Rickard; Finance Director, Brian Carleton; Fire Chief, David Winter; Human Resources Manager, Shawn Doering; Information Technology Manager, Jon Anthes; Police Chief, Troy Tomaras

Also Present -

MEMBERS EXCUSED: Melodie Williams

MEMBERS ABSENT:

Procedural: 1.03 Pledge of Allegiance

Information: 1.04 Public Comment -
None.

2. Workshop Topics.

Procedural: 2.01 Swearing In Ceremony - Council Positions #1, #2, #3, and Mayor - Mrs. Holm

Mrs. Holm administered the Oath of Office to Mayor Norma Hernández. Mayor Hernandez took her seat in Council Chambers and participated in the meeting henceforth as Mayor.

Mrs. Holm administered the Oath of Office to Ms. Stecklein. Council member Stecklein took her seat in Council Chambers and participated in the meeting henceforth as City Council member position #3.

Mrs. Holm administered the Oath of Office to Mr. Green. Council member Green took his seat in Council Chambers and participated in the meeting henceforth as City Council member position #1.

Mrs. Holm administered the Oath of Office to Mr. Cleveland. Council member Cleveland took his seat in Council Chambers and participated in the meeting henceforth as City Council member position #2.

Procedural: 2.02 Law Enforcement Appreciation Day Proclamation - Mayor Hernández

Mayor Hernández delivered the annual Law Enforcement Appreciation Day Proclamation to Council.

Information: 2.03 Board Docs Training - Mrs. Holm

Mrs. Holm provided basic training on logging in to Board Docs and accessing documents via the tablets in Council Chambers.

Discussion, Information: 2.04 PRA Overview - Mr. Ferguson

City Attorney Eric Ferguson provided to Council a short synopsis of the Public Records Act.

Discussion ensued.

Discussion, Information: 2.05 2025 Winterfest Recap - Mrs. Holm

Mrs. Holm gave a brief review of Winterfest activities and events.

Discussion ensued.

3. Closing Items.

Discussion, Information: 3.01 Good of the Order

Councilmember Peterson raised question regarding the Highway 12/Myra construction and the detour route through 12th street and Commercial Drive. Discussion ensued.

City Administrator Troy Rayburn acknowledged the Department Directors attendance to welcome the new Council members and the reappointment of the Mayor and Councilmember Cleveland.

Procedural: 3.02 Conclusion

Mayor Hernández concluded the workshop at 6:24 PM.

Approved:

Norma L. Hernández – Mayor

Attest:

Carolyn Holm - City Clerk

The foregoing minutes are the official record of the City Council Workshop that occurred January 6, 2026. Further detail may be obtained by reviewing the actual audio recording made during this session.

City Council Meeting - Hybrid (In-Person & Online) (Tuesday, December 9, 2025)*Generated by Maryelizabeth Garcia on Monday, December 8, 2025*1. Opening Items.Procedural: 1.01 Call To Order**Mayor Hernández called the meeting to order at 7:00PM**Procedural: 1.02 Roll Call

PRESENT:

Mayor - Norma L. Hernández

Council Members – David Lopez; Michael Cleveland; Tito Espinoza; Loren Peterson; Melodie Williams; Heather Schermann; Monica Boyle

Staff- Finance Director, Brian Carleton; City Clerk, Maryelizabeth E. Garcia; Scott Mihalik, Associate City Attorney; Public Works Director, Robert McAndrews; City Administrator, Troy Rayburn; Community Development Director, Jon Rickard; HR Director, Shawn Doering

Also Present -

MEMBERS EXCUSED:

MEMBERS ABSENT:

Procedural: 1.03 Pledge of AllegianceInformation: 1.04 Public Comment - None.**2. Consent Agenda.**Action (Consent): 2.01 AB 25325 - Approve Agenda for December 9, 2025.Action (Consent), Minutes: 2.02 AB 25326 - Approve Council Minutes from November 25, 2025Action (Consent): 2.03 AB 25327 - Bank Signing AuthorizationAction (Consent): 2.04 AB 25328 - Appointment Confirmation of Sherry Hartford to the Salary CommissionAction: 2.05 AB 25329 - Final Budget Amendment for 2025 - Mr. CarletonAction (Consent): 2.06 Approve Consent Agenda - Our adopted rules of Parliamentary Procedure, The Standard Code of Parliamentary Procedure, provide for a consent agenda listing several items for approval of the Council by a single motion. Most of the items listed under the consent agenda have gone through previous review either during the budget process, at a workshop, or by subcommittee review and recommendation. Documentation concerning these items has been provided to all Council Members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any Council Member.**Council Member Schermann made a motion to approve the consent agenda. Second by Council Member Williams and the motion passed 7-0.****3. Presentations - None.****4. Public Hearings - None.****5. Action Items.**Action: 5.01 AB 25330 - Earl Lane Stormwater Design Agreement - Mr. McAndrews

Mr. McAndrews presented to Council an agreement with the Washington Dept of Ecology to fund the design of stormwater improvements on Earl Lane.

Council Member Boyle made a motion to authorize the Public Works Director or Designee to sign the Agreement for Professional Services with J-U-B Engineers for \$96,000 for the design of the NW Earl Lane Stormwater Improvements Project. Second by Council Member Peterson and the motion passed 7-0.Action: 5.02 AB 25331 - Contract Amendment for Decant Facility Final Design and Construction Management - Mr. McAndrews

Mr. McAndrews presented to Council a contract amendment for the final design and construction management of the Decant Facility.

Discussion ensued.

Council Member Williams made a motion to authorize the Public Works Director or Designee to sign the contract amendment with J-U-B Engineers, in the amount of \$355,000, increasing the currently authorized contract from \$148,000 to \$503,000 for the final design and construction management of the Decant Facility. Second by Council Member Cleveland and the motion passed 7-0.

Action: 5.03 AB 25332 - Accepting Dept of Ecology Funding for Design of NW Earl Lane Stormwater Improvements - Mr. McAndrews

Mr. McAndrews presented to Council an agreement with the Department of Ecology funding the design of the stormwater improvements along NW Earl Lane which will improve water quality in Garrison Creek and the Walla Walla River.

Discussion ensued.

Council Member Espinoza made a motion to accept the Department of Ecology funding in the amount of \$93,100 with a local match of \$4,900, for design of NW Earl Lane Stormwater Improvements, and authorize the Public Works Director or Designee to sign the Agreement with the Department of Ecology. Second by Council Member Boyle and the motion passed 7-0.

Action: 5.04 AB 25333 - Contract Amendment for Reservoir 4 and Transmission Main Project - Mr. McAndrews

Mr. McAndrews presented to Council a contract amendment for Project 1 of the Reservoir 4 Transmission Main Project.

Discussion ensued.

Council Member Cleveland made a motion to authorize the Public Works Director or Designee to sign contract amendment with J-U-B Engineers for the Reservoir No. 4 and Transmission Main project, increasing the currently authorized amount by \$1,010,000 for a new total contract price of \$2,021,900. Second by Council Member Espinoza and the motion passed 7-0.

Action: 5.05 AB 25334 - Accepting the Department of Ecology Contract for the Stormwater Capacity Grant – Mr. Carleton

This action item was revealed to be an erroneous duplicate of Action Item 5.03 and was removed from the agenda.

Council did not vote on this item.

Action: 5.06 AB 25335 - Adopt Fiscal Year 2026 Budget - Mr. Carleton

Mr. Carleton presented the Fiscal Year 2026 Final Budget to Council for adoption.

Council Member Schermann made a motion to approve Ordinance #25-015 adopting the Fiscal Year 2026 Budget. Second by Council Member Boyle and the motion passed 7-0.

Action: 5.07 AB 25336 - Fees Resolution Update - Mr. Carleton

Mr. Carleton presented the final Fees Resolution Update of the year citing changes in the ambulance and storm water fees.

Discussion ensued.

Council Member Williams made a motion to adopt Resolution No. 25-062 updating the Administrative Fees of the City of College Place Municipal Code. Second by Council Member Lopez and the motion 7-0.

6. Administrative Reports - None.

7. Informational Reports - None.

8. Closing Items.**Discussion, Information: 8.01 Good of the Order?**

Mayor Hernandez thanked Council Members Lopez and Espinoza for their contributions to discussions and their commitment to community.

City Administrator Rayburn congratulated Mr. Carleton on his many efforts to complete his work with little assistance.

The Council and Mayor took a group photo.

Action: 8.02 Conclusion - Motion to Conclude the Meeting.

Council Member Peterson made a motion to conclude the meeting at 7:59 PM. Second by Council Member Williams and with no objection, the meeting concluded.

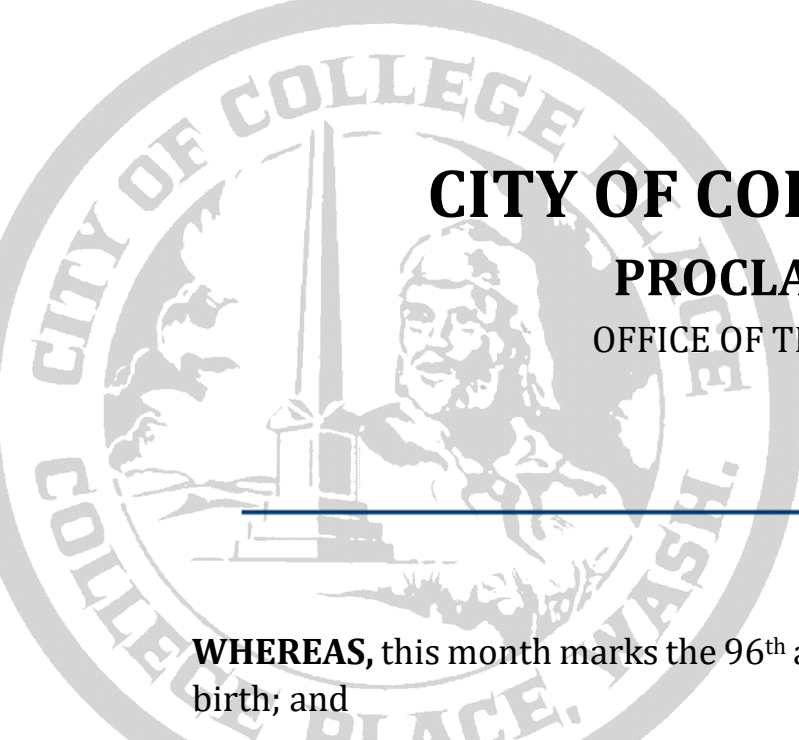
Approved:

Norma L. Hernández – Mayor

Attest:

Maryelizabeth E. Garcia – City Clerk

The foregoing minutes are the official record of the City Council meeting that occurred December 9, 2025. Further detail may be obtained by reviewing the actual audio recording made during this session.



CITY OF COLLEGE PLACE

PROCLAMATION

OFFICE OF THE MAYOR

WHEREAS, this month marks the 96th anniversary of Dr. Martin Luther King Jr.'s birth; and

WHEREAS, Dr. King dedicated his life to advancing equality and social justice, and challenged all Americans to participate in the never-ending work to build a more perfect union; and

WHEREAS, Dr. King taught us that we are measured not by where we stand in moments of comfort and convenience, but by the stands we take during times of challenge and controversy; and

WHEREAS, Martin Luther King, Jr. Day is observed each year on the third Monday in January and is the only federal holiday designated as a national day of service; and

WHEREAS, each of us can and must contribute to making our communities better with increased opportunity for the whole community.

NOW, THEREFORE, I, Norma L. Hernandez, Mayor of the City of College Place do hereby proclaim January 19th, 2026 as:

MARTIN LUTHER KING, JR. DAY

in the City of College Place.

Dated this 13th Day of January, 2026

Norma L. Hernández, Mayor



Vision: Small
school feel, larger
than life
outcomes!

Celebrating Success & Planning for the Future

College Place Public Schools



@CollegePlaceSchoolDistrict
www.cpps.org





**Vision: Small
school feel, larger
than life outcomes**



@CollegePlaceSchoolDistrict

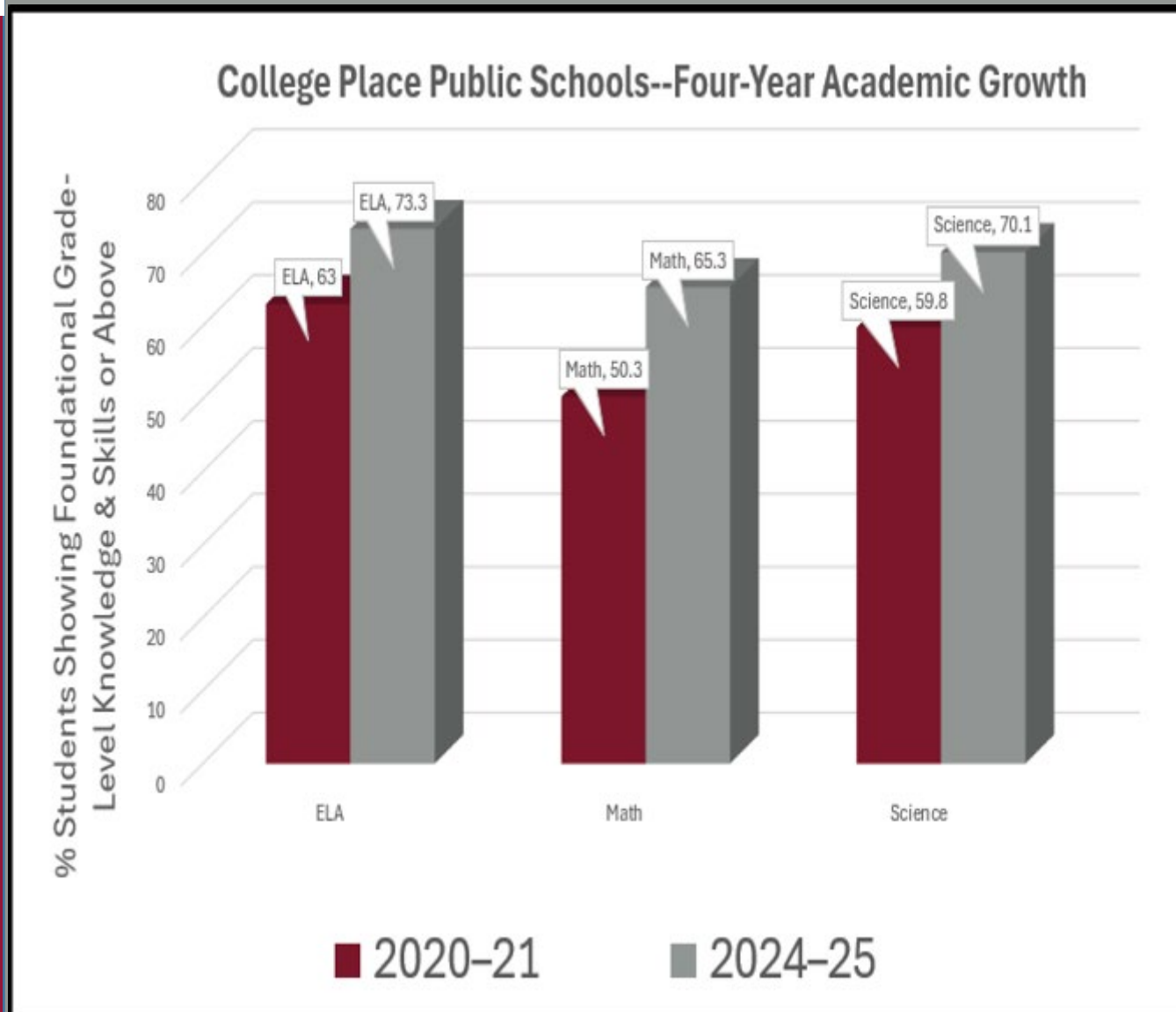
www.cpps.org

**We don't mean to brag...but we
are proud of our
accomplishments...here are just a
few!**

ACADEMICS

Growing Success in Every Core Subject

Vision: Small school feel, larger than life outcomes

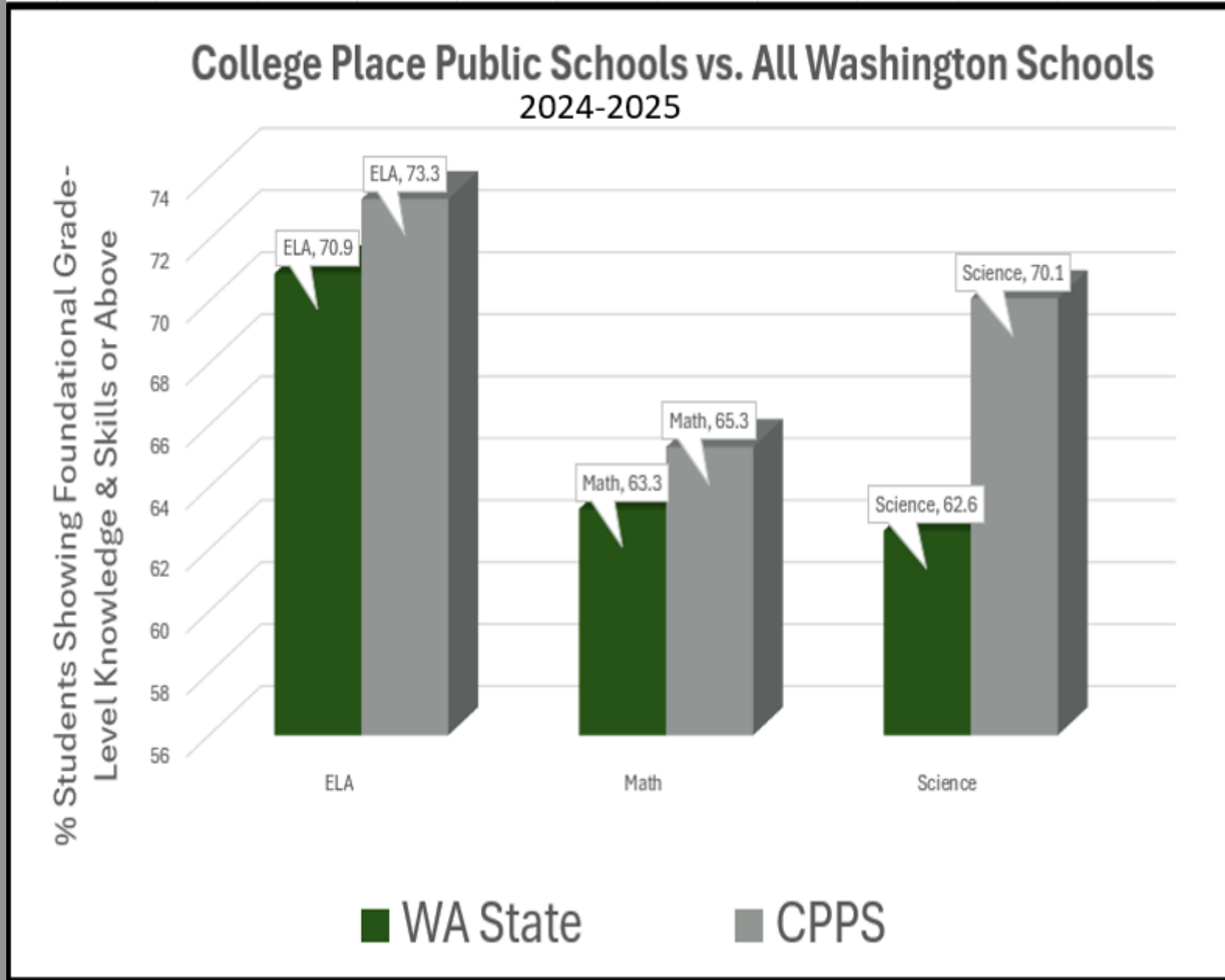




Vision: Small school feel, larger than life outcomes



ACADEMICS



Vision: Small
school feel, larger
than life outcomes



ATTENDANCE



Students Are Showing Up — Regular Attendance and Truancy Rates Keep Improving

- **District-wide attendance increased from 87.2% in 2021–22 to 92.4% in 2025–26, a steady four-year climb.**
 - Davis Elementary: 83.5% → 92.0%
 - Sager Middle School: 86.1% → 93.8%
 - College Place High School: 84.5% → 91.8%
- **Truancy rates (10+ unexcused absences) have dropped sharply:**
 - Sager: 22.0% → 4.2% (projected)
 - CPHS: 32.7% → 12.6% (projected)
 - Combined Secondary Rate: 28.1% → 8.9% (projected)
- That's a **two-thirds reduction in chronic truancy** in just four years **Levy-funded supports** — nurses, counselors, and mental health teams — are key to these gains, keeping students healthy, supported, and in class.



Vision: Small
school feel, larger
than life outcomes



@CollegePlaceSchoolDistrict
www.cpps.org

Three-Year Discipline Trend: Real Results from Real Support



Expanded counseling, behavior support, mental health, and Communities In Schools staff--behavior interventions data shows it's working.

Data from 2023-2024 School Year to Present:

- Districtwide discipline incidents have dropped **over 70% since 2023–24.**
 - **Sager Middle School: 60%+** reduction in both suspensions and incidents
 - **Davis Elementary: 67%** reduction in incidents
 - **College Place High School: Reduced incidents by 60%**



**Vision: Small
school feel, larger
than life outcomes**



@CollegePlaceSchoolDistrict
www.cpps.org

CPPS Students Receive Exceptional Care: Levy-Funded Health & Wellness Services

- Every campus now has a nurse on site due to levy support
- Over 10,000 student health visits last year
- Coordinating glasses, dental care, and chronic condition management (*27% of CPPS Students have health conditions*)
- Mental Health Therapists onsite—150 students Served in 2025—926 total appointments (Over 600 hours of services delivered)





**Vision: Small
school feel, larger
than life outcomes**



@CollegePlaceSchoolDistrict
www.cpps.org



2025 Results--Exceptional Growth

- 2024 to 2025--Both families and staff reported higher satisfaction in nearly every category!
- Over 90% of families and 86% of staff agree our schools are caring, safe, and inclusive.
- 95% Positive--Communication and collaboration
- Largest Increase--Parent and community involvement

Together, the feedback paints a clear message — trust, connection, and continuous improvement are growing districtwide.





Getting Better Every Day-- Planning for the Future

**Vision: Small
school feel, larger
than life
outcomes!**

**EP&O
Levy
Renewal**



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Educational Programs & Operations (EP&O) Levy Renewal

**Vision: Small
school feel, larger
than life
outcomes!**

The CPPS school board
placed an Educational
Programs & Operations, or
EP&O Levy, on the
February 10, 2026, ballot for
local voter approval.



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Vision: Small
school feel, larger
than life
outcomes!



What is It?



- Levies are **FOR LEARNING**
- The **RENEWAL Educational Programs & Operations Levy** provides funding for the educational experiences *our community expects and supports*.
 - **It replaces the 2022-Approved for 2023-2026 Expiring EP&O Levy**
- Local levy dollars do **NOT** go to the state - they **STAY** in the community.
- The **Educational Programs & Operations Levy** is a **renewal** of a local tax our community has supported for decades. It is **NOT** a new tax.
- **School Levies require a simple majority (50% + 1) approval**



What Does the EP&O Levy Provide?

- **Smaller class sizes—Currently 18:1**
- **Nursing Staff**
- **Classroom paraeducators**
- **Counselors**
- **Social and emotional learning**
- **1:1 Technology devices**
- **Highly Capable Programs**
- **Reading, music, and PE**

**Vision: Small
school feel, larger
than life
outcomes!**



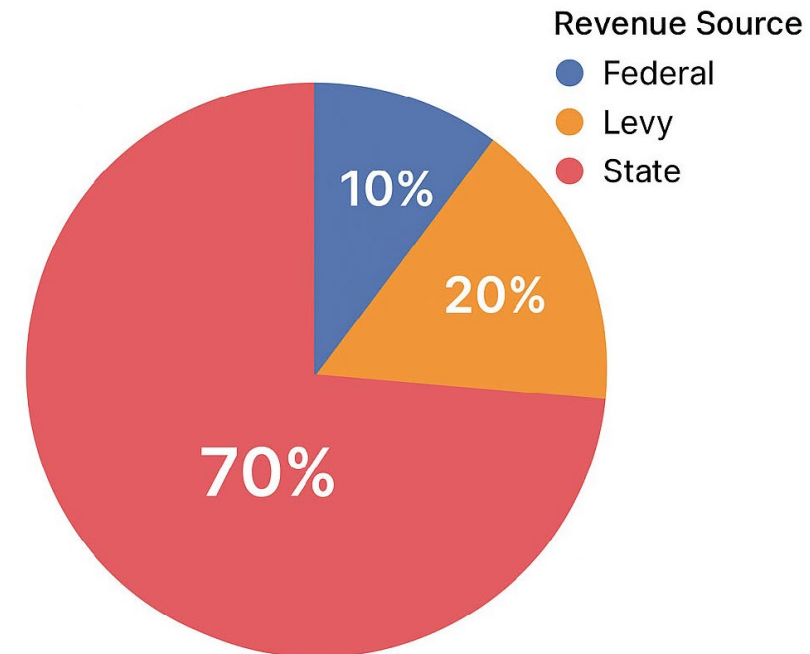
Vision: Small
school feel, larger
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outcomes!



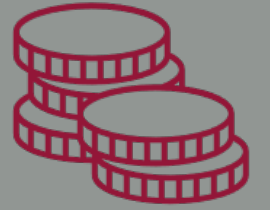
Why Do We Need Levy Dollars?

- State & Federal funds only provide 80% of operating dollars. This Levy provides the **other needed 20%**
- **Helps to keep up with the future cost of doing our great work**
- Levy Funds are the **ONLY** dollars for some activities: I.e. Afterschool band, drama, choir, athletics, clubs

Revenue Sources Distribution



What is the Proposed Rate?



- The proposed levy rate is **\$2.50*** per \$1,000 assessed value (**Same as the current rate**)
- Total collection amount for the proposed levy will be:
 - 2027: \$5.4M
 - 2028: \$5.7M
 - 2029: \$6.1M
 - 2030: \$6.4M

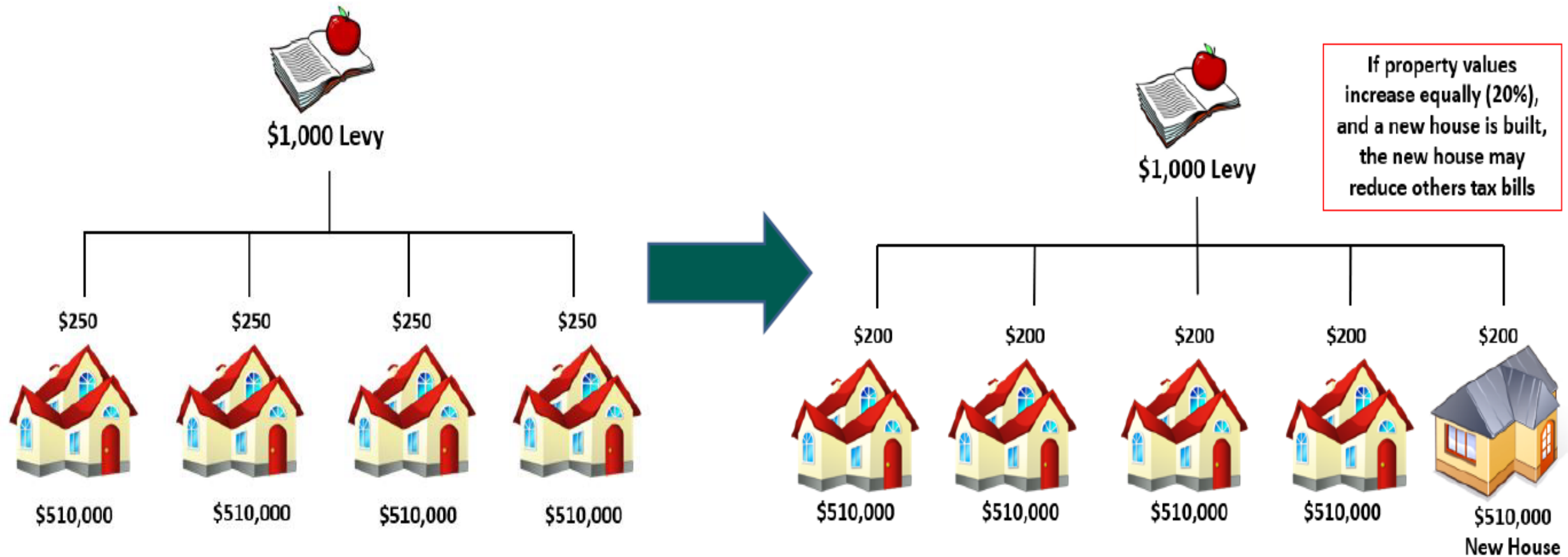


When Do I Begin Paying for the proposed Levy?

- The cost will spread out over the years **2027-2030**
- As College Place continues to grow, the total collection amount gets spread out across new homes and businesses, reducing tax rates for individuals.

Vision: Small school feel, larger than life outcomes!







Questions?



**Vision: Small
school feel, larger
than life
outcomes!**

Thank You for Voting February 10, 2026!



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City of College Place, Washington

RESOLUTION NO. 26-003

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WASHINGTON,
APPROVING A CONTRACT FOR \$478,235.00 WITH DAVID EVANS AND ASSOCIATES FOR
PROFESSIONAL SERVICES AND AUTHORIZING THE PUBLIC WORKS DIRECTOR OR DESIGNEE TO
SIGN THE CONTRACT.**

WHEREAS, the City of College Place is a non-charter code city governed by the rules and regulations of the Revised Code of Washington (RCW) 35A; and

WHEREAS, the City of College Place has been awarded a Safe Routes to School grant for improvements that will provide safer pedestrian routes for children and parents walking to Davis Elementary and Sager Middle School; and

WHEREAS, the project includes adding sidewalks, installing Rectangular Rapid Flashing Beacons (RRFBs), constructing bulb-outs, converting SE Birch Street (SE 2nd to SE 4th) to one-way traffic, and narrowing NE Ash Street (A Street to Whitman) to enhance pedestrian safety; and

WHEREAS, the City issued a Request for Qualifications (RFQ) for professional services related to engineering and right-of-way acquisition for this project and received four proposals; and

WHEREAS, David Evans and Associates (DEA) was selected based on their understanding of the project, approach, assigned personnel, qualifications, experience on similar projects, and the quality of their proposal; and

WHEREAS, the proposed contract amount is \$478,235.00, which consists of engineering and right-of-way services necessary to complete the project; and

WHEREAS, the City Council finds that entering into this contract is in the best interest of the City and its residents.

Now therefore, it is hereby resolved by the City Council of the City of College Place, Washington, as follows:

1. The City Council hereby approves the contract with David Evans and Associates for professional services in the amount of \$478,235.00 for engineering and right-of-way related to the Safe Routes to School project.

2. The City Council authorizes the Public Works Director or designee to sign the contract and take all necessary actions to implement this resolution and complete the project as described.

Clerical Corrections. The City Clerk is authorized to make necessary clerical corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, resolution numbering, section/subsection numbers and any references thereto.

Effective Date. This resolution shall take effect and be in full force upon its passage as provided by law.

PASSED by the City Council of the City of College Place, Washington, this 13TH day of January, 2026.

Attest:

Norma L. Hernández, Mayor

Carolyn Holm, City Clerk

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

Agreement Number:

Firm/Organization Legal Name (do not use dba's): David Evans and Associates, Inc.		
Address 908 N. Howard Street, Suite 300	Federal Aid Number N/A	
UBI Number 600 227 608	Federal TIN or SSN Number 93-0661195	
Execution Date	Completion Date 12/31/2027	
1099 Form Required ☐ Yes ☒ No	Federal Participation ☒ Yes ☒ No	
Project Title Davis Elementary School Area SRTS Improvements		
Description of Work Construction of ADA curb ramps, high-visibility crosswalk, rectangular rapid flashing beacons, illumination for pedestrian crossing, pedestrian refuge island, bulb-outs, sidewalk; Water and sanitary sewer system replacements.		
☐ Yes ☐ Yes ☐ Yes ☐ Yes	☒ No DBE Participation ☒ No MBE Participation ☒ No WBE Participation ☒ No SBE Participation	Total Amount Authorized: Management Reserve Fund: Maximum Amount Payable: \$316,958

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

Agreement Number:

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the City of College Place 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.

Agreement Number:

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 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.

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:		If to CONSULTANT:	
Name: Mike Holden		Name: Heather Calkins, PE	
Agency: City of College Place		Agency: David Evans and Associates, Inc.	
Address: 625 S. College Avenue		Address: 908 N. Howard Street, Suite 300	
City: College Place State: WA Zip: 99324		City: Spokane State: WA Zip: 99201	
Email: mholden@cpwa.us		Email: heather.calkins@deainc.com	
Phone: 509-394-8657		Phone: 509-252-5867	
Facsimile: ---		Facsimile: ---	

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

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

Agreement Number:

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

- A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.
1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
 2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.
A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all A&E sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.
Failure to supply this information by either the prime CONSULTANT or any of their A&E sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.
The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.
 3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. (excluding Meals, which are reimbursed at the per diem rates identified in this section) These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

Agreement Number:

4. **Fixed Fee:** The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
 5. **Management Reserve Fund (MRF):** The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
 6. **Maximum Total Amount Payable:** The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- B. **Monthly Progress Payments:** The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

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

Agreement Number:

D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

Agreement Number:

Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

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

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

Agreement Number:

date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

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

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

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

XI. Disputes

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

Agreement Number:

XII. Legal Relations

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

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

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

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

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

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

Agreement Number:

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: Mike Holden
Agency: City of College Place
Address: 625 S. College Avenue
City: College Place State: WA Zip: 99324
Email: mholden@cpwa.us
Phone: 509-394-8657
Facsimile: ---

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

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

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

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

Agreement Number:

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

Agreement Number:

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

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

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

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

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

XX. Records Maintenance

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

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings,

Agreement Number:

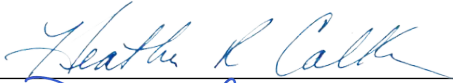
tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

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

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

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

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



Signature 

12/11/2025

Date

Signature

Date

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

Agreement Number:

Exhibit A Scope of Work

Project No.

See Attached Scope of Work

Agreement Number:

Exhibit A



CITY of College Place, WA
Davis Elementary School Area SRTS Improvements
Project No. _____

Design Engineering Services
Scope of Services

Prepared by:
David Evans and Associates, Inc.
908 North Howard Street, Suite 300
Spokane, WA 99201



December 10, 2025

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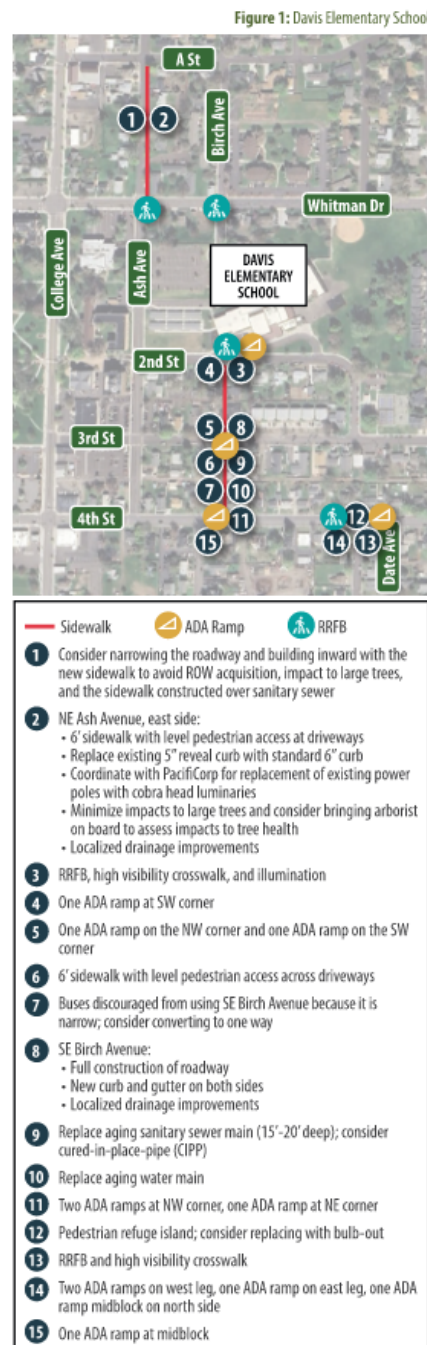
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I. INTRODUCTION

David Evans and Associates, Inc. (DEA) and subconsultants will provide design engineering services for the Davis Elementary School Area SRTS Improvements project under the direction of the CITY of College Place (CITY).

Generally, the project includes the following improvements shown below:



Services include topographic survey; preparation of permitting and environmental approvals; utilities coordination; public outreach; and preparation of plans, specifications, and estimate (PS&E). At this time, services do not include onsite geotechnical investigation, boundary survey, preparation of right-of-way plans, or right-of-way acquisition, but these services can be added at a later time with an addendum if necessary.

Design deliverables are anticipated to be complete by May, 2026.

THE CITY IDENTIFIED THE REQUIRED PROJECT DELIVERABLES AS PART OF THE REQUEST FOR QUALIFICATIONS (RFQ):

- Design survey compatible with AutoCAD C3D
- Preparation, submittal, and finalization of geotechnical/subsurface investigation report **(Based on discussions with City during scoping, onsite subsurface investigation was removed from scope and City standards and online soil data will be used)**
- Preparation, submittal, and finalization of any required cultural and environmental permitting
- Identify existing ROW/property line boundaries and determine needs **(The goal is to eliminate ROW acquisition and during concept development the City will be notified if ROW acquisition is unavoidable)**
- Identification of any impacted utilities and design for water and sanitary sewer
- Submittal Plot Map of project limits, for CITY and Consultant discussion in person
- Submittal of 60%, 90%, 100% and final design and construction estimate. Completion of bid ready documents by May of 2026
- Provide all Reports in PDF format
- Provide CAD and/or GIS files of the figures associated with the design
- Construction Management Service (if requested)

THIS SCOPE OF SERVICES USES THE FOLLOWING REFERENCES FOR PROJECT TEAM MEMBERS:

- **CITY** = CITY of College Place (Project Sponsor and owner of facilities and review authority of all deliverables excluding those noted under WSDOT below).
- **WSDOT** = Washington State Department of Transportation (Review authority for Agreement and SRTS Grant Scope of Work Change Requests).
- **CONSULTANT** or **DEA** = David Evans and Associates, Inc. (Prime Consultant).
- **CLS** = Contract Land Staff (ROW consultation).

II. Design Criteria

As part of the design effort on this project, design criteria will be developed and approved by the CITY based on WSDOT standards for local agency projects.

The CITY will designate the basic premises and criteria for the design. Reports and plans will be developed in accordance with the latest edition and amendments (as of the date of signing of this

Agreement) of the following documents. Changes in any design standards or requirements after work has begun may result in Extra Work.

WSDOT PUBLICATIONS:

- Standard Specifications for Road, Bridge, and Municipal Construction
- Standard Plans for Road, Bridge, and Municipal Construction
- Local Agency Guidelines (LAG) Manual
- Design Manual
- Right-of-Way Manual
- Geotechnical Design Manual
- Temporary Erosion and Sediment Control Manual

AMERICAN ASSOCIATION OF STATE AND HIGHWAY TRANSPORTATION OFFICIALS (AASHTO) PUBLICATIONS:

- AASHTO's "A Policy on Geometric Design of Highways and Streets"
- AASHTO Roadside Design Guide

U.S. DEPARTMENT OF TRANSPORTATION PUBLICATIONS:

- Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)

OTHER:

- Washington State Regulations, Accessibility Design for All (ADA)
- U.S. Access Board Public Right-of-Way Accessibility Guidelines (PROWAG)
- Standard drawings prepared by the CITY and furnished to the CONSULTANT will be used as a guide in all cases where they fit design conditions
- APWA General Special Provisions

III. Design Software

Project deliverables will be developed utilizing the following software packages and associated versions:

- AutoCAD C3D will be utilized as the project's design platform.
- MS Excel will be utilized for spreadsheets.
- MS Word will be utilized for word processing.
- MS Project will be utilized for scheduling.
- MS Power Point will be utilized for presentations.
- Plan sets, specifications, estimates, memorandums and other documents will be submitted in an electronic file format (PDF, typically).
- ESRI ArcGIS products will be used for the processing and presentation of GIS spatial information.

Detailed Task Description

TASK 1 PROJECT ADMINISTRATION

1.1 Project Management

Project management will be on-going during the course of the project. The project manager will maintain communication with the CITY, WSDOT, and the Design Team. The project manager will monitor the project's scope, schedule, and budget; will coordinate and communicate with the project's subconsultants; and perform other project management tasks.

Assumptions

1. The tasks in this section assume that the design portion of this project will be active from December, 2025 through May, 2026, or a total of six (6) months.

1.2 Project Setup

DEA will set up project files including internal budget tracking spreadsheets, the project's financial files, and the project's electronic and hard copy technical filing system.

1.3 Subconsultant Coordination

DEA will prepare a subconsultant agreement for CLS. This will include developing the draft of the subconsultant agreement, having management from each firm review the agreement, then issuing and executing the final agreement.

1.4 Quality Management Plan

DEA will develop a project specific Quality Management (QM) Plan to identify quality assurance processes for all project deliverables. The QM Plan will identify the Quality Management Team, procedures that will be used for quality assurance and quality control, the schedule of quality management tasks, and quality control protocol that will be followed. The QM Plan will be submitted to the CITY for review and comment.

Deliverables

1. Quality Management Plan

1.5 Project Schedule

DEA will prepare a schedule in Microsoft Project for the project through PS&E delivery. The project team will use the schedule, which will be updated as needed to check the budget, staffing levels, and where the deliverable schedule might be affected. These tools will be used to adjust staff assignments so schedule and fee commitments are met. Project team meetings will enforce the schedule and hold team members accountable for progress on their components of the project.

Deliverables

1. Project Schedule through PS&E
2. Project Schedule updates as needed

1.6 Monthly Progress Reports and Invoices

The CONSULTANT Team will provide monthly progress reports and invoices in accordance with the CITY's standard procedures. Each progress report and invoice package will include the CONSULTANT Team's invoice showing all labor and direct expenses included for the period, the monthly progress report, and full documentation of labor hours and direct expenses charged for the period for DEA and each subconsultant.

Assumptions

1. Progress Report and Invoice packages will be prepared monthly

Deliverables

1. Monthly Progress Report and Invoice Packages

TASK 2 COORDINATION AND MEETINGS

The CONSULTANT will provide frequent communication throughout the project to facilitate project decisions supported by the CITY. Regular meetings will be scheduled to monitor the progress of the project, to coordinate with team members, and to maintain accountability between all members of the team including the CONSULTANT, subconsultant, the CITY, and WSDOT.

2.1 Kickoff Meeting

DEA staff will attend one (1) kickoff meeting as scheduled by the CITY, to be held at the CITY's office, with a field visit following the meeting. The purpose of the meeting is to provide the CONSULTANT with a clear understanding of project goals and objectives, project schedule, work products, and roles for project participants. The CONSULTANT will prepare a meeting record and distribute to attendees within one week of the meeting. For estimating purposes, two (2) DEA staff will attend this meeting.

Deliverables

1. Meeting Agenda and Meeting Minutes

2.2 CITY Coordination

DEA will coordinate with CITY staff to review project data, design issues, and project updates. DEA project manager will provide bi-weekly (every other week) check-in phone and/or video conferences with CITY.

2.3 Consultant Team Coordination and Meetings

DEA will hold internal CONSULTANT Team coordination video conferences to plan the work, relay information gathered during the CITY meetings, and discuss project status. It is anticipated that up to four (4) DEA personnel will participate. CITY staff will be invited to participate in these bi-weekly meetings (every other week), which will be held during weeks when CITY Coordination meetings are not held, so the CITY is up-to-date on a weekly basis. DEA will prepare an agenda and minutes for each meeting.

Deliverables

1. Meeting Agenda and Meeting Minutes

2.4 WSDOT Coordination Meetings

Throughout the project, DEA will coordinate with the CITY and WSDOT via conference call to discuss schedule, anticipated deliverables requiring review, and review status. These meetings will be held as necessary to discuss key project elements requiring WSDOT input, including change requests from the SRTS Grant Application Scope of Work.

Assumptions

1. For budgeting purposes, two (2) meetings are anticipated.
2. Appropriate DEA staff will attend each meeting based on the topic of discussion. It is anticipated that two (2) staff members will attend each meeting.

Deliverables

1. Meeting Agenda and Meeting Minutes

2.5 Local Resident Coordination

2.5.1. Notification to Property Owners

DEA will prepare one letter for the CITY to mail to each property owner in the project area (both the physical address and the property owner address). This letter will introduce the project and provide advance notification of survey and other field work.

Assumptions

1. CITY will prepare the mailer database and mail letters to property owners.

Deliverables

1. Project and Survey Notification Letter (.pdf format)

2.5.2. Preparation and Delivering of Door Hangers

DEA will prepare door hangers to leave on property owner's doors within the project site. The door hangers will be prepared after the 60% design level and will provide a brief summary of the project with contact information for CITY and DEA personnel. It is estimated that there are 30 property owners within the project limits. DEA will conduct a day long site visit to leave the door hangers and also meet with any property owners who are home at the time and want to briefly discuss the project. DEA will also respond to any property owners who reach out with questions and will provide a summary to the CITY of comments received and responses.

Assumptions

1. For estimating purposes, it is assumed that the site visit to leave door hangers can be combined with a site visit to accomplish Task 2.5.3.

Deliverables

1. Project Door Hangers
2. Summary of property owner comments and responses

2.5.3. Coordination with Davis Elementary School

DEA staff will attend one (1) coordination meeting with the CITY and Davis Elementary School representatives. The meeting will be held in person at a location to be determined in College Place that is acceptable to all parties. The purpose of the meeting is to review the project with the school

and to obtain important daily routine activities the school may have that would impact design considerations. The CONSULTANT will prepare a meeting record and distribute to attendees within one week of the meeting. For estimating purposes, one (1) DEA staff will attend this meeting.

Assumptions

1. For estimating purposes, it is assumed the in person meeting with the school can be accomplished on one of the days Task 2.5.2 occurs.

Deliverables

1. Meeting Agenda and Meeting Minutes

TASK 3 ENVIRONMENTAL DOCUMENTATION

This Scope of Services includes preparation of environmental documentation and permits in compliance with local and state regulations. The following scope assumes the project will remain State funded and not become federalized. As such, the project will only require SEPA documentation, and not NEPA, with approval occurring at the CITY level. It is also assumed that Washington State Department of Archeology and Historic Preservation (DAHP) approval can be obtained using an EZ-1 permit. Section 7 of the Endangered Species Act (ESA), 404 permit, and Hydraulic Project Approval (HPA) are not required for the project. The Scope of Services identifies this and other key assumptions that the CONSULTANT has relied upon in determining the CONSULTANT's effort, fee, scope, and schedule for the project. The CONSULTANT and the CLIENT agree to renegotiate these terms in the event a key assumption becomes invalid.

3.1 SEPA

DEA will prepare a SEPA Checklist in pursuit of a Determination of Non-Significance (DNS). The CONSULTANT will be responsible for preparation of SEPA-related materials.

Deliverables:

1. Draft SEPA Checklist (pdf format)
2. Final SEPA Checklist (pdf format)

3.2 DAHP EZ-1

DEA will prepare an EZ-1 form for the Washington State Department of Archeology and Historic Preservation (DAHP). The CONSULTANT will be responsible for coordination with DAHP and for preparation of any attachments or additional materials necessary to the application.

Deliverables:

1. DAHP EZ-1 Form

TASK 4 UTILITIES COORDINATION

4.1 Initial Utility Contacts

DEA will contact utility companies early on in the project, so existing and proposed utility facilities are considered throughout the design process. A utility locate will be called in prior to the topographic survey. Utility companies listed in the locate ticket will form the basis for a utility

contact list. Each company will be contacted via email and copies of their existing facilities within the project limits, any proposed improvements, and any documentation of utility easements will be requested. The purpose of this task is to notify the utility companies of the proposed project and to identify existing or planned major utility lines that may affect design.

Deliverables

1. Utility distribution list
2. Copy of utility notification letter

4.2 Utility Coordination and Meetings

Throughout design DEA will coordinate with utility companies to share design plans at each stage and request utility plan markups. Existing utility transmission, distribution, and service lines will be depicted on project mapping. Proposed relocations and any proposed utility improvements provided by the utility companies will be shown on the plans. For estimating purposes, it is assumed one onsite meeting will occur with utility companies to review conflicts and relocations.

Deliverables

1. Existing utilities shown on design plans
2. Proposed utilities shown on design plans

TASK 5 GEOTECHNICAL ENGINEERING

5.1 Field Investigation

Onsite and subsurface geotechnical field investigation will not be performed for this project.

5.2 Geotechnical Research and Memo Preparation

In lieu of field geotechnical exploration, DEA will review CITY design standards and plans, geotechnical conditions from nearby previous projects; and available online data to develop design parameters for proposed pavement sections and stormwater infiltration rate. The research will include review of the USDA Natural Resources Conservation Services (NRCS) online Web Soil Survey.

DEA will prepare a draft Geotechnical Memorandum with a summary of the geotechnical research and recommendations. The memorandum will include the following items:

- Summary of existing geotechnical information from nearby projects
- Summary of NRCS Web Soil Survey information
- Summary of relevant CITY design standards and standard plans
- Recommended pavement section for roadway reconstruction
- Recommended infiltration rate for design of stormwater facilities

DEA will provide the draft memorandum to the CITY for review, address review comments, and then provide a final memorandum.

Deliverables

1. Draft Geotechnical Memo (PDF format)
2. Final Geotechnical Memo (PDF format)

TASK 6 SURVEYING

6.1 Develop Control Network

6.1.1. Notifications

Work will be completed in Task 2.

6.1.2. Development of GPS Control Network

DEA will travel to the site and set a minimum of three base points in suitable locations for primary control. An OPUS solution on the central set point will be utilized to create a relationship to the state plane coordinate system. Ground coordinates will be created from the state plane relationship to support this project. A digital level loop will be performed through the primary control points to control the vertical component. The level loop and vertical control for this project site will be performed independently from other City projects (i.e. Sager Middle School SRTS project). Secondary control will be established as necessary to support topographic data collection. A control diagram will be prepared that includes the primary control points and suitable secondary control points.

Assumptions

1. DEA will create a local datum for this project which will keep project measurements nearest ground distances using one combined scale factor and will be referenced to the Washington State Plane Coordinate System, South Zone, NAD 83(2011) EPOCH 2010.0000 horizontal datum and NAVD 88 vertical datum derived from an OPUS solution.

6.2 Obtain Topographic Mapping Survey

6.2.1. Topographic Surveying

DEA will perform the topographic surveying within the limits shown in Figure 3 below. The full corridor within the right-of-way boundaries will be picked up for Ash Avenue from A Street to Whitman Drive and for Birch Avenue from 2nd Street to 4th Street. The intersections of Birch Avenue and Whitman Drive, and Date Avenue and 4th Street will also be surveyed to include an area 15-feet beyond the curb returns. Features surveyed will include edge of asphalt, curb and gutter, sidewalks, driveways, ADA ramps, landscaping features, building faces, fences, above or at grade utility structures, centerline monuments and other visible topographic features necessary for design.

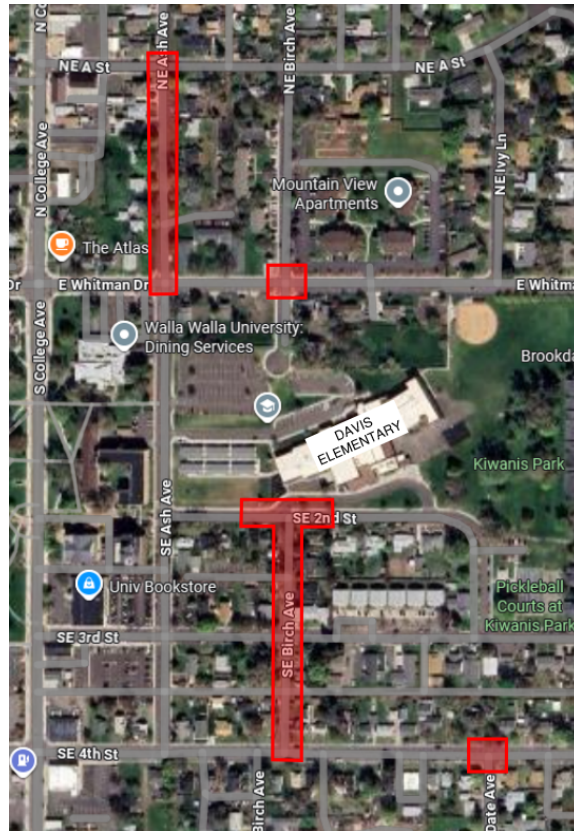


Figure 3.
Davis Elementary Survey Limits

6.2.2. Utilities

Utility locations will be based on above ground evidence and as located by the utility surveyor. One Call Underground Locates will be called prior to the execution of the field work. It is assumed that the utility providers will mark their lines within the project area and that these lines can be recovered by DEA survey crews. DEA will also assume Century Link will require additional coordination and field investigation to further determine line locations. Other than additional coordination with Century Link, DEA will assume that the public locators will provide point marks for all known utilities in the project vicinity. These lines will be shown on the topographic map and identified as painted in the field. DEA will only make ties on the paint marks provided by the public one-call locator service. DEA will dip sanitary sewer and storm drain structures (obtaining pipe invert elevations, pipe diameters, and pipe material) in the project area. It is assumed that none of the structures will be locked or will require additional coordination to open.

6.2.3. Develop Topographic Survey with Digital Terrain Model (DTM)

DEA will compile acquired mapping data developed in the preceding tasks into a topographic map. The topographic map will be developed in AutoCAD C3D in accordance with DEA surveying standards. One-foot contours will be developed as needed for design plans from the mapping data. In addition, DEA will obtain the Google Satellite Imagery for the project area for inclusion in the project base map.

The following scope of work will be accomplished for this task:

- Develop an electronic base map in AutoCAD C3D.
- Incorporate Google Satellite Imagery into the base map, unless the CITY provides more recent aerial imagery.

Assumptions

1. Limit of mapping area as described above.
2. Topographic survey is assumed to be completed in one (1) mobilization with a survey duration of six (6) days onsite.

Deliverables

1. A base map that includes all of the located features and a digital surface in AutoCAD C3D format.

6.3 Develop Right-of-Way Lines

6.3.1. Research

DEA will research and analyze the following to determine the locations of the existing rights of way boundaries within the project limits:

- ROW Plans
- Records of Survey
- Subdivision plats
- Deeds of Record

DEA will coordinate with a title company to provide survey plats that depict the ROW widths within the project limits. DEA will also coordinate with the CITY to obtain plats that the CITY may have access to.

6.3.2. Field Survey of Existing Roadway Centerline Monuments

DEA will locate existing centerline monuments in order to establish CAD linework for right-of-way lines. It is assumed that the monuments will be visible and no additional work will be required to uncover the monuments. This work will be completed under Task 6.2. Right-of-way line work will be determined by record offset from found centerline monuments. Side streets will be determined from record angles to main street alignments.

Assumptions

1. It is assumed that an initial Record of Survey will not be required for the initial base mapping for this project.
2. It is assumed adequate ROW monumentation is found near the project limits to define and rebuild the centerlines and rights-of-way within the corridor.
3. ROW survey is assumed to be completed in Task 6.2.

6.4 Prepare Final Base Mapping Products.

DEA will import the ROW lines, centerline alignments, and tied monuments into the project's existing base mapping.

Assumptions

1. DEA will incorporate the above stated features and elements into the base map.

Deliverables

1. DEA will create an AutoCAD C3D file to DEA standards with the completed base map with 1-foot contour mapping, a DTM (Digital Terrain Model), tied monumentation, and existing ROW linework for design purposes.

TASK 7 RIGHT-OF-WAY CONSULTATION

7.1 Right-of-Way Consultation

At this time, it is anticipated that right-of-way acquisition will not be required. CLS has been secured as a subconsultant to provide consultation on an as needed basis during the design phase. Their services will include attendance at CITY and TEAM meetings, when requested by DEA, to review potential property impacts and construction easements and to provide guidance as necessary so the project remains in compliance if it ever becomes federalized. One (1) CLS staff will attend meetings as requested for up to five (5) hours total.

If it is determined that right-of-way acquisition is unavoidable, full right-of-way acquisition services by CLS can be added by an addendum.

TASK 8 ARBORIST REPORT

8.1 Arborist Consultation and Report

DEA will contract with Larry Mallot to evaluate the street trees within the corridor that are adjacent to the project improvements and provide an Arborist Report. The Arborist Report will evaluate trees that are designated to be preserved and protected to determine if improvements have the potential to adversely affect the health of the tree. DEA will coordinate the limits of the project, perform a QC review of the report before it is submitted to the CITY, and incorporate report recommendations in the plans.

TASK 9 LANDSCAPE ARCHITECTURE

9.1 Landscape Architecture

Tree trimming will be made a part of the construction contract, and will be included in the plans and special provisions. DEA will provide landscape architectural services limited to the preparation of planting details and special provisions.

TASK 10 CONCEPT DESIGN AND ROLL PLOT PREPARATION

DEA will complete a schematic concept level design with preparation of roll plots that show the proposed pedestrian facilities, roadway, water, sanitary sewer, drainage, and illumination improvements. The purpose of the concept level design and roll plot is to:

- Evaluate impacts to right-of-way and make adjustments as necessary to avoid right-of-way acquisition if possible.
- Evaluate compliance with ADA requirements
- Evaluate increase or decrease in hardscape areas to determine the level of stormwater treatment and flow control that Washington State Department of Ecology (DOE) will

require. If hardscape areas remain the same or are reduced, the project can qualify for an exemption from DOE and will not have to provide stormwater treatment and flow control.

- Evaluate construction costs and develop alternate construction methods, phasing, or prioritization of improvements as necessary based on availability of construction funds
- Review the overall project with the CITY to confirm that DEA is on the right track for the initial layout of the project improvements.

10.1 Concept Design

10.1.1. Sidewalk, Driveway, and ADA Design (Concept)

DEA will evaluate and prepare concept level design of the pedestrian improvements outlined in the SRTS grant agreement, including modifications and additions to the improvements listed in the SRTS grant agreement that the CITY would like to implement. Sidewalk improvements include new sidewalk along the east side of Ash Avenue from A Street to Whitman Drive and along the west side of Birch Avenue from 2nd Street to 4th Street. Driveways will be reconstructed as necessary to provide ADA compliant sidewalk at their location. ADA ramp and RRFB improvements are proposed at select locations throughout those limits as well as at the intersections of Whitman Drive and Birch Avenue and Date Avenue and 4th Street. All sidewalk and pedestrian ramps will be designed to be ADA compliant.

DEA will prepare a Scope Change request for the proposed pedestrian facility improvements that are modifications or additions to those listed in the SRTS grant agreement. DEA will coordinate with WSDOT for review and approval to incorporate the requested changes.

10.1.2. Roadway Design (Concept)

DEA will evaluate and prepare concept level design of the roadway reconstruction improvements. This includes new curb along Ash Avenue from A Street to Whitman Drive and roadway reconstruction and new curb and gutter along Birch Avenue from 2nd Street to 4th Street. Roadway alignments will be created for the improvements based off centerline monuments and profiles will be generated for evaluating grade change impacts.

10.1.3. Water and Sanitary Sewer Design (Concept)

DEA will evaluate and prepare concept level design of the improvements to replace the aging water main and sanitary sewer main within Birch Avenue from 2nd Street to 4th Street. The sewer main is between 15'-20' deep and alternative rehabilitation methods will be evaluated, such as cured-in-place pipe.

10.1.4. Stormwater Design (Concept)

DEA will evaluate the existing drainage problem areas as well as impacts to drainage that the proposed site improvements will have and prepare a concept level design for localized drainage improvements.

DEA will also evaluate the site improvements in regard to Washington State Department of Ecology (DOE) stormwater mitigation requirements. DOE requires stormwater treatment and flow control for projects that replace or add new or replaced hardscape areas above a certain threshold. Projects can qualify for an exemption to the treatment and flow control requirements if there is not an increase in hardscape and for hardscape improvements related to ADA compliancy.

DEA will review the proposed hardscape areas when developing the design and attempt to have a net reduction or maintain the existing square footage of hardscape area.

10.1.5. Illumination and Dry Utility Design (Concept)

DEA will perform illumination modeling to evaluate and prepare concept level design of illumination improvements for the project site, including coordinating with PacifiCorp for replacement of existing luminaires along Ash Avenue and new illumination at the intersections of Whitman Drive and Birch Avenue. The concept design will show schematic locations of improvements.

At the concept level design, coordination will occur with dry utility providers (power, gas, communication) to determine location of existing facilities. These facilities will be shown on the roll plot plan and potential conflicts will be identified, but relocation plans will not be developed at this phase.

10.2 Roll Plot Plan Preparation (Concept)

DEA will prepare roll plots showing the schematic concept level design of the proposed improvements. The plots will be provided electronically in pdf format. Enough detail will be provided for evaluation of right-of-way impacts.

10.3 Cost Estimate (Concept)

A construction cost estimate will be prepared based on the schematic concept level. An appropriate contingency will be used to account for additional items that may be added as the project develops through the final design.

10.4 Concept Design OTS Design Review Meeting

The CITY and DEA will meet virtually for an Over the Shoulder (OTS) review meeting to evaluate the Concept Level Design. This OTS review will ensure that DEA is progressing with design according to the CITY's expectations. Decisions made during the OTS Review will be documented and incorporated into the next level of design.

Assumptions

1. Three (3) DEA staff will participate in the design review meeting.
2. DEA will provide meeting notes to document design decisions that are discussed during the OTS review.
3. Plans will not go through a formal QC prior to the OTS Review Meeting.

TASK 11 DESIGN & PLAN PREPARATION (60%)

11.1 Design (60%)

11.1.1. Sidewalk, Driveway, and ADA Design (60%)

Sidewalk, driveway and ADA improvements are shown schematically on the Concept Level Design. These improvements will be refined based on CITY comments for the 60% Design. DEA will also begin evaluating grading requirements. The pedestrian facility improvements will be shown on the Roadway Plan sheets with Intersection Grading sheets prepared to provide ADA ramp details.

11.1.2. Roadway Design (60%)

Roadway layout and profile improvements are shown schematically on the Concept Level Design. These improvements will be refined based on CITY comments for the 60% design. Roadway Plan and Profile sheets and Site Preparation sheets will be prepared.

11.1.3. Water and Sanitary Sewer Design (60%)

Water distribution and sanitary sewer improvements are shown schematically on the Concept Level Design. These improvements will be refined based on CITY comments. DEA will work with the CITY to verify water and sanitary sewer service requirements. The 60% Design will include Water and Sewer Plan and Profile sheets. Water and Sewer Detail sheets will be prepared, including Water Connection Detail sheets to show connections and fittings.

11.1.4. Stormwater Design (60%)

Stormwater drainage improvements are shown schematically on the Concept Level Design. These improvements will be refined based on CITY review comments. The drainage facilities will be designed to comply with the Washington State Department of Ecology (DOE) Stormwater Management Manual for Eastern Washington requirements. Grading and Drainage Plans will be prepared that provide proposed contours and drainage improvements.

DEA will review the proposed design in regard to hardscape areas and DOE requirements to ensure the project still qualifies for an exemption from stormwater treatment and flow control improvements. DEA will prepare a draft Stormwater Design Memorandum that summarizes the qualification for an exemption. If the design changes result in increased hardscape areas that trigger treatment and flow control requirements, the design will be reviewed for potential locations to reduce hardscape.

Assumptions:

1. It is assumed that the project can qualify for an exemption with DOE and will not require stormwater treatment and flow control improvements.

Deliverables:

1. Draft Stormwater Design Memorandum

11.1.5. Illumination and Dry Utility Design (60%)

DEA will prepare 60% Design plans for illumination and dry utilities. This will include detailed design of the illumination improvements, including incorporating CITY review comments from the Concept Level Design. Utility coordination will occur with the dry utility providers and the 60% design will reflect proposed utility relocations where necessary.

11.2 Plan Preparation (60%)

DEA will prepare 60% Design plans. For the purposes of estimating manhours, the following sheets are anticipated. However, we understand that more or less sheets may be required to adequately convey design intent at 60% Design.

60% Design Sheet Count	
Sheet Title	No. of Sheets
Cover Sheet	1
Legend, Abbreviations, and General Notes	1

60% Design Sheet Count	
Sheet Title	No. of Sheets
Roadway Sections	1
Site Preparation Plans	4
Roadway Plan & Profiles	4
Roadway Details (to be included in 90% design package)	0
Grading and Drainage Plans	2
Intersection Grading Details	1
Water and Sanitary Sewer Plan and Profiles	1
Illumination and Utility Plans	4
Temporary Erosion and Sediment Control Plans (to be included in 90% design package)	0
Traffic Control Plans	1
Total Anticipated Sheets	20

Assumptions

1. Plans will be prepared at 1"=20' scale for a 22" x 34" sheet and will be plotted to pdf at half size (11" x 17").
2. CITY standard plans will be referenced where possible.
3. Design will conform to CITY standards.
4. CITY review time of 60% Design will be approximately two (2) weeks.

Deliverables

1. 60% Design plan set.

11.3 Cost Estimate (60%)

A project cost estimate will be prepared based on the proposed design at the 60% Design level. An appropriate contingency will be used to account for additional items that may be added as the project develops through final design.

Deliverables

1. 60% Design cost estimate.

11.4 QC Review of 60% Design Submittal

Prior to submittal, DEA will perform a detailed review of the 60% Design Review Package in accordance with the project Quality Control Plan. QC Review comments will be addressed prior to submittal to the CITY.

11.5 60% Design Review Meeting

The 60% Design plans and estimate will be submitted to the CITY for review. DEA will compile review comments within a Bluebeam Revu session prior to the review meeting, and will provide initial responses as well as questions to discuss during the meeting.

The 60% Design Review Meeting will be held at CITY offices.

Assumptions

1. Three (3) DEA staff will attend the design review meeting in person with an additional one (1) DEA staff attending remotely.
2. The CITY will require two (2) weeks review time of the 60% submittal prior to holding the 60% Design Review Meeting.

Deliverables

1. Comment response form.

11.6 Field Review of 60% Design

Following the 60% Design review meeting, DEA staff will complete a project walkthrough with the 60% Design plan set to verify field conditions. Discrepancies and items of special concern will be noted on a field review set for incorporation and consideration in subsequent design.

TASK 12 DESIGN & PLAN PREPARATION (90%)

12.1 Design (90%)

12.1.1. Sidewalk, Driveway, and ADA Design (90%)

CITY review comments on the design of sidewalk, driveway, and ADA improvements from the 60% Design will be incorporated into the 90% design set for the final design. ADA compliance will be checked for facilities throughout the corridor.

12.1.2. Roadway Design (90%)

Roadway reconstruction improvements, including curb and gutter design, will be finalized based on CITY review of the 60% Design submittal.

12.1.3. Water and Sanitary Sewer Design (90%)

Water plan, profile, services, and fitting and connection details will be finalized based on the CITY review of the 60% Design submittal.

Sanitary sewer plan, profile, and services and details will be finalized based on the CITY review of the 60% Design submittal.

12.1.4. Stormwater Design (90%)

The stormwater design will be finalized based on CITY review comments from the 60% design review.

The new and hardscape areas will be evaluated to ensure the project still qualifies for an exemption from the DOE stormwater treatment and flow control requirements. The Stormwater Design will be finalized and submitted to the CITY.

Deliverables:

1. Final Stormwater Design Memorandum

12.1.5. Illumination and Dry Utility Design (90%)

Comments from the 60% Design review will be incorporated into the illumination and dry utility design and the final plans and details will be prepared.

12.2 Plan Preparation (90%)

DEA will prepare 90% Design plans. For the purposes of estimating manhours, the following sheets are anticipated. However, we understand that more or less sheets may be required to adequately convey design intent at 90% Design.

90% Design Sheet Count	
Sheet Title	No. of Sheets
Cover Sheet	1
Legend, Abbreviations, and General Notes	1
Summary of Quantities	1
Roadway Sections	1
Site Preparation Plans	4
Roadway Plan & Profiles	4
Roadway Details	1
Grading and Drainage Plans	2
Intersection Grading Details	1
Water and Sanitary Sewer Plan and Profiles	1
Water Connection Details	1
Illumination and Utility Plans	4
Temporary Erosion and Sediment Control Plans	4
Traffic Control Plans	1
Total Anticipated Sheets	27

Assumptions

1. Plans will be prepared at 1"=20' scale for a 22" x 34" sheet and will be plotted to pdf at half size (11" x 17").
2. CITY standard plans will be referenced where possible.
3. Design will conform to CITY standards.
4. CITY review time of 90% Design will be approximately two (2) weeks.

Deliverables

1. 90% Design plan set.

12.3 Cost Estimate (90%)

A construction cost estimate will be prepared based on the proposed design at the 90% Design level. An appropriate contingency will be used to account for additional items that may be added as the project develops through the final design.

12.4 Special Provisions (90%)

DEA will develop special provisions utilizing CITY standard special provisions and the latest version of WSDOT and APWA special provisions.

12.5 SWPPP Narrative

DEA will prepare a SWPPP narrative that provides specific information about site conditions, analyzes risks, outlines management strategies, and contingency plans in conformance with the requirements set forth in the DOE Stormwater Pollution Prevention Plan (SWPPP) template.

12.6 Contract Time Determination (90%)

DEA will determine the contract construction time in accordance with CITY and WSDOT standards. A Microsoft Project construction schedule will be included in this task and be submitted with the 90% Design package.

12.7 QC Review of 90% Design Submittal

Prior to submittal, DEA will perform a detailed review of the 90% Design Review Package in accordance with the project Quality Control Plan. QC Review comments will be addressed prior to submittal to the CITY.

12.8 90% Design Review Meeting

The 90% Design plans, special provisions, estimate, SWPPP Narrative, and Contract Time Determination will be submitted to the CITY for review. DEA will compile review comments within a Bluebeam Revu session prior to the review meeting, and will provide initial responses as well as questions to discuss during the meeting.

The 90% Design Review Meeting will be held at CITY offices.

Assumptions

1. Three (3) DEA staff will attend the design review meeting in person with an additional one (1) DEA staff attending remotely.
2. The CITY will require two weeks review time for the 90% Design.

Deliverables

1. Comment response form.

TASK 13 DESIGN & PLAN PREPARATION (100%)

13.1 Design (100%)

13.1.1. Sidewalk, Driveway, and ADA Design (100%)

CITY review comments on the pedestrian facility improvements from the 90% Design will be incorporated into the 100% set.

13.1.2. Roadway Design (100%)

CITY review comments on the roadway plans, profiles, and sections from the 90% Design will be incorporated into the 100% set.

13.1.3. Water and Sanitary Sewer Design (100%)

CITY review comments on the water and sanitary sewer plans and details from the 90% Design will be incorporated into the 100% set.

13.1.4. Stormwater Design (100%)

CITY review comments on the drainage and grading plans and details from the 90% Design will be incorporated into the 100% set.

13.1.5. Illumination and Dry Utility Design (100%)

CITY review comments on the illumination and dry utility plans and details from the 90% Design will be incorporated into the 100% set.

13.2 Plan Preparation (100%)

DEA will prepare 100% Design plans. For the purposes of estimating manhours, the following sheets are anticipated. However, we understand that more or less sheets may be required to adequately convey design intent at 100% Design.

100% Design Sheet Count	
Sheet Title	No. of Sheets
Cover Sheet	1
Legend, Abbreviations, and General Notes	1
Summary of Quantities	1
Roadway Sections	1
Site Preparation Plans	4
Roadway Plan & Profiles	4
Roadway Details	1
Grading and Drainage Plans	2
Intersection Grading Details	1
Water and Sanitary Sewer Plan and Profiles	1
Water Connection Details	1
Illumination and Utility Plans	4
Temporary Erosion and Sediment Control Plans	4
Traffic Control Plans	1
Total Anticipated Sheets	27

Assumptions

1. Plans will be prepared at 1"=20' scale for a 22" x 34" sheet and will be plotted to pdf at half size (11" x 17").
2. CITY standard plans will be referenced where possible.
3. Design will conform to CITY standards.

Deliverables

2. 100% Design plan set.

13.3 Cost Estimate (100%)

A project cost estimate will be prepared based on the proposed design at the 100% level.

13.4 Special Provisions (100%)

DEA will check for the latest version of WSDOT and APWA general special provisions and update the special provisions accordingly.

13.5 Contract Time Determination (100%)

DEA will update the Contract Time Determination based on revisions made for the 100% Design package.

13.6 QC Review of 100% Design Submittal

Prior to submittal, DEA will perform a detailed review of the 100% Design Package in accordance with the project Quality Control Plan. QC review comments will be addressed prior to submittal to the CITY.

13.7 100% Design Review Meeting

The 100% Design plans, estimate, special provisions, and Contract Time Determination will be submitted to the CITY for review. DEA will compile review comments within a Bluebeam Revu session prior to the review meeting, and will provide initial responses as well as questions to discuss during the meeting.

The 100% Design Review Meeting will be held at CITY offices.

Assumptions

1. Three (3) DEA staff will attend the design review meeting in person with an additional one (1) DEA staff attending remotely.
2. The CITY will require two (2) weeks review time for the 100% Design Submittal.

Deliverables

1. Comment Response Form

TASK 14 DESIGN & PLAN PREPARATION (PS&E)

14.1 Design (PS&E)

14.1.1. Sidewalk, Driveway, and ADA Design (PS&E)

CITY review comments on the pedestrian facility improvements from the 100% Design will be incorporated into the PS&E set.

14.1.2. Roadway Design (PS&E)

CITY review comments on the roadway plans, profiles, and sections from the 100% Design will be incorporated into the PS&E set.

14.1.3. Water and Sanitary Sewer Design (PS&E)

CITY review comments on the water and sanitary sewer plans, profiles, and details from the 100% Design will be incorporated into the PS&E set.

14.1.4. Stormwater Design (PS&E)

CITY review comments on the grading and drainage plans and details from the 100% Design will be incorporated into the PS&E set.

14.1.5. Illumination and Dry Utility Design (PS&E)

CITY review comments on the Illumination and Dry Utility plans and details from the 100% Design will be incorporated into the PS&E set.

14.2 Plan Preparation (PS&E)

DEA will prepare PS&E plans. For the purposes of estimating manhours, the following sheets are anticipated. However, we understand that more or less sheets may be required to adequately convey design intent at PS&E.

PS&E Sheet Count	
Sheet Title	No. of Sheets
Cover Sheet	1
Legend, Abbreviations, and General Notes	1
Summary of Quantities	1
Roadway Sections	2
Site Preparation Plans	4
Roadway Plan & Profiles	4
Roadway Details	1
Grading and Drainage Plans	2
Intersection Grading Details	1
Water and Sanitary Sewer Plan and Profiles	1
Water Connection Details	1
Illumination and Utility Plans	4

PS&E Sheet Count	
Sheet Title	No. of Sheets
Temporary Erosion and Sediment Control Plans	4
Traffic Control Plans	1
Total Anticipated Sheets	27

Assumptions

1. Plans will be prepared at 1"=20' scale for a 22" x 34" sheet and will be plotted to pdf at half size (11" x 17").
2. CITY standard plans will be referenced where possible.
3. Design will conform to CITY standards.

14.3 Cost Estimate (PS&E)

A project cost estimate will be prepared based on the proposed design at the PS&E level.

14.4 Special Provisions (PS&E)

DEA will check for the latest version of WSDOT and APWA special provision and update the special provisions accordingly.

14.5 Contract Time Determination (PS&E)

DEA will update the Contract Time Determination based on revisions made to the PS&E package.

14.6 QC Review of PS&E Design Submittal

Prior to submittal, DEA will perform a detailed review of the PS&E Package in accordance with the project Quality Control Plan. QC Review comments will be addressed prior to submittal to the CITY.

14.7 PS&E Design Submittal

The PS&E plans, estimate, special provisions, and Contract Time Determination will be submitted to the CITY and WSDOT for concurrent review and approval. DEA will compile review comments from the 100% Design submittal to allow the CITY to quickly review changes made between 100% and PS&E.

Assumptions

1. Required revisions, received by e-mail or phone, from the CITY and WSDOT prior to the PS&E Submittal will be incorporated.
2. The CITY will require one (1) week review time for the PS&E Design Submittal.

Deliverables

1. Cost Estimate (signed/stamped) - PDF
2. CPM Schedule for Construction Duration – PDF
3. Special Provisions - MS Word
4. Signed and sealed project plans for the CITY – PDF, 11x17

TASK 15 BID ASSISTANCE

DEA will be available to answer questions and to assist the CITY during the advertising and bidding process. This task assumes that up to 12 hours will be required for bidding assistance.

End of Scope of Services

Exhibit B
DBE Participation

N/A

Agreement Number:

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Survey basemaps will be prepared in AutoCAD C3D.

B. Roadway Design Files

AutoCAD C3D will be utilized as the Project's design platform.

C. Computer Aided Drafting Files

Computer aided drafting files will be in AutoCAD C3D .dwg format.

Agreement Number:

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

Agency will be provided review sets of documents at all major deliverables (see Section E below)

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

SEPA Checklist

DAHP EZ-1 Form

Geotechnical Summary Memo

Concept Design Roll Plot

Stormwater Design Memo

Design Plans and Cost Estimate (60%)

Design Plans, Cost Estimate, Special Provisions, SWPPP Narrative, and Schedule (90%, 100%, PS&E)

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

City preferred design standards.

City GIS utility information and maps.

Applicable geotechnical reports from previous City projects.

Agreement Number:

II. Any Other Electronic Files to Be Provided

N/A

III. Methods to Electronically Exchange Data

Email or through DEA's internal sharefile server.

A. Agency Software Suite

AutoCAD C3D

B. Electronic Messaging System

Outlook

C. File Transfers Format

PDF's - .pdf

Word - .doc

Excel - .xls

AutoCAD C3D - .dwg

Mircosoft Project - .mpp

Exhibit D

Prime Consultant Cost Computations

See Attached Estimate.

Agreement Number:

Exhibit E

Sub-consultant Cost Computations

If no sub-consultant participation 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.

See attached subconsultant estimate included with Attachment D.

Agreement Number:

Attachment D

~~Exhibit B~~Davis Elementary School Area SRTS Improvements
City of College Place

A. Summary of Estimated Man Hours

Role	Name	Hrs.	x	Direct Rate	=	Cost
1 Project Manager / Roadway Design Lead	Heather Calkins	560.5		\$ 68.00		\$38,114
2 Principal-in-Charge	David Witthaus	31.5		\$ 105.00		\$3,308
3 QC Manager	Johnny LeMaster	27.0		\$ 64.00		\$1,728
4 Traffic Lead	Anthony Wilen	70.0		\$ 88.00		\$6,160
5 Engineering Designer	Alex Raymond	875.0		\$ 42.50		\$37,188
6 Survey Manager	Gilbert Bailey	11.5		\$ 72.46		\$833
7 Senior Project Surveyor	Dan Proszek	24.0		\$ 56.72		\$1,361
8 Senior Office Survey Technician IV	Justin Mickiewicz	22.0		\$ 42.78		\$941
9 Office Survey Technician II	Dana Maier	76.0		\$ 34.96		\$2,657
10 Senior Party Chief III	Bill Summers	70.0		\$ 49.18		\$3,443
11 Party Chief I	Logan Czarnik	0.0		\$ 37.68		\$0
12 Field Survey Technician III	Blake Smith	70.0		\$ 30.56		\$2,139
13 Survey Project Coordinator II	Kristin Reddy	1.0		\$ 36.28		\$36
14 Environmental Lead	Gray Rand	12.0		\$ 73.00		\$876
15 Environmental Planner	Jiin Brunke	48.0		\$ 52.00		\$2,496
16 Project Coordinator I	Kim Johnson	6.5		\$ 33.40		\$217
17 Project Accountant II	Wendy Gomez	5.0		\$ 39.36		\$197
Total Hrs.		1910.0				
Total Raw Labor Cost						\$ 101,694

B. Payroll Taxes, Fringe Benefit Costs, and G&A Overhead

Overhead	Total Raw Labor Cost	x	Overhead Mult.	=	\$	179,347
	\$101,693.67		176.36%			
FCCM	Total Raw Labor Cost	x	FCCM Mult.	=	\$	915
	\$101,693.67		0.90%			

C. Fixed Fee

Fixed Fee	Total Raw Labor Cost	x	Fixed Fee Mult.	=	\$	28,474
	\$101,693.67		28.00%			

Subtotal Labor Costs \$ 310,430

D. Reimbursable Expenses

Direct Expenses	Est. Quantity	Unit	Unit Cost	Total
1 Mileage (Miscellaneous)	840	@ \$	0.70 Mile	\$ 588.00
2 Lodging (rate + 12% tax)	12	@ \$	123.20 Day	\$ 1,478.40
3 Meals (and Incidentals) - Full Day	12	@ \$	68.00 Day	\$ 816.00
4 Meals (and Incidentals) - Travel Day	1	@ \$	51.00 Day	\$ 51.00
5 Misc. Expense (Copies, Door Hangers, Etc)	0.67	@ \$	500.00 EST	\$ 333.33
6 Woodsaver Milling	0.67	@ \$	2,000.00 LS	\$ 1,333.33
Survey				
7 Survey Miles	300	@ \$	0.70 Mile	\$ 210.00
8 Control Rebar Supplies	0	@ \$	5.00 EA	\$ -
9 Misc. Survey Supplies (Flagging, Lathe, etc.)	0	@ \$	100.00 LS	\$ -
10 ROW Monuments	0	@ \$	5.00 EA	\$ -
11 Existing Monument Carsonite Posts/Stickers	0	@ \$	5.00 LS	\$ -
12 Control Markers	0	@ \$	5.00 EA	\$ -
13 Private Utility Locates	0	@ \$	1,000.00 EA	\$ -
14 Title Reports	0	@ \$	500.00 EA	\$ -
15 Title Company Research	0	@ \$	100.00 HR	\$ -
16 Static Laser Scanner Equipment	0	@ \$	500.00 EA	\$ -
17 Bathymetric Boat	0	@ \$	500.00 LS	\$ -
18 Static 3D Laser Scanner	2	@ \$	600.00 Day	\$ 1,200.00
Subtotal Reimbursable Expenses				\$ 6,010
David Evans and Associates Subtotal				\$ 316,440

D. Salary Adjustment

Total Raw Labor Cost + Overhead	per year	% of Contract with Adjustment
\$101,693.67	x	x
		\$0.00

E. DEA Total

\$ 316,440.10

F. Subconsultants & Additional Services Total

	-	W/DBE	M/DBE		
1 Contract Land Staff	-	-	-	\$	517.41
2	-	-	-	\$	-
Total	0.00%	0.00%			
Subconsultants Subtotal				\$	517.41

SRTS Grant Eligible: \$293,450

Non Grant Eligible: \$23,508
(Water & Sewer)

PROJECT TOTAL (E + F) = \$ 316,958

Exhibit B
Davis Elementary School Area SRTS Improvements
City of College Place

Contract Land Staff

A. Summary of Estimated Man Hours

	Role	Name	Hrs.	x	Direct Rate	=	Cost
1	Sr. Project Manager		3		\$62.50		\$188
2	Project Manager		0		\$57.69		\$0
3	Sr. Right of Way Agent		0		\$48.08		\$0
4	Right of Way Agent		0		\$36.06		\$0
5	Right of Way Tech		0		\$36.06		\$0
Total Hrs.			3				

Total Raw Labor Cost \$ 188

B. Payroll Taxes, Fringe Benefit Costs, and G&A Overhead

Overhead	Total Raw Labor Cost			Overhead Mult.			
	\$187.50	x		147.95%	=	\$	277
FCCM	Total Raw Labor Cost			FCCM Mult.			
	\$187.50	x		0.00%	=	\$	-

C. Fixed Fee

Fixed Fee	Total Raw Labor Cost			Fixed Fee Mult.			
	\$187.50	x		28.00%	=	\$	53

Subtotal Labor Costs \$ 517

D. Reimbursable Expenses

	Direct Expenses	Est. Quantity	Unit	Unit Cost	Total
1	Mileage	0	trips @	\$ 0.70 /gallon	\$ -
2	Waiver Valuation	0	days @	\$ 2,000.00 /day	\$ -
3	Meals (and incidentals) - Travel Day	0	days @	\$ 51.00 /day	\$ -
4	Meals (and Incidentals) - Full Day	0	days @	\$ 68.00 /day	\$ -
5	Print/Copy by Vendor (B&W)	0	@	\$ - /EA	\$ -
6	Print/Copy by Vendor (Color)	0	@	\$ - /EA	\$ -
7	Copies	0	pages @	\$ - /page	\$ -

Subtotal Reimbursable Expenses \$ -

E.

Salary Adjustment

Total Raw Labor Cost + Overhead		per year	% of Contract with Adjustment	
\$187.50	x	4%	x	\$0

CONTRACT LAND STAFF, INC TOTAL (A through D)	=	\$517
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LABOR HOURS		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17					1	2	3	4	5								
Work Element #	Work Element	Total Hours	David Evans and Associates, Inc.	Project Manager / Roadway Design Lead	Principal-in-Charge	QC Manager	Traffic Lead	Engineering Designer	Survey Manager	Senior Project Surveyor	Senior Office Survey Technician IV	Office Survey Technician II	Senior Party Chief III	Party Chief I	Field Survey Technician III	Survey Project Coordinator II	Environmental Lead	Environmental Planner	Project Coordinator I	Project Accountant II	Subtotal DEA Hours	Subtotal Labor Cost	Subtotal Overhead	Total Labor and Overhead	CLS	Sr. Project Manager	Project Manager	Sr. Right of Way Agent	Right of Way Agent	Right of Way Tech	Subtotal CLS Hours	Subtotal Labor Cost	Subtotal Overhead	Total Labor and Overhead	
	direct rates:			\$68.00	\$105.00	\$64.00	\$88.00	\$42.50	\$72.46	\$56.72	\$42.78	\$34.96	\$49.18	\$37.68	\$30.56	\$36.28	\$73.00	\$52.00	\$33.40	\$39.36			177.26%		\$62.50	\$57.69	\$48.08	\$36.06	\$36.06			147.95%			
1.0	Project Administration	56.0		43.5	1														6.5	5	56	\$3,436	\$6,090	\$9,526											
1.1	Project Management	32.0		32																		32	\$2,176	\$3,857		\$6,033									
1.2	Project Setup	3.5		0.5																2	1	4	\$140	\$248		\$389									
1.3	Subconsultant Coordination	1.0		0.5																0.5		1	\$51	\$90		\$141									
1.4	Quality Management Plan	1.5		0.5		1																2	\$98	\$174		\$272									
1.5	Project Schedule	6.0		6																		6	\$408	\$723		\$1,131									
1.6	Monthly Progress Reports and Invoices	12.0		4																4	4	12	\$563	\$998		\$1,561									
2.0	Coordination and Meetings	90.5		51	5	6.5	8	14								8						91	\$6,156	\$10,912		\$17,068									
2.1	Kickoff Meeting	8.0		6		2																8	\$536	\$950		\$1,486									
2.2	CITY Coordination	16.0		12	2	2																16	\$1,154	\$2,046		\$3,200									
2.3	Consultant Team Coordination and Meetings	40.0		12	2	2	8	8								8						40	\$2,782	\$4,931		\$7,713									
2.4	WSDOT Coordination Meetings	3.0		2	1																	3	\$241	\$427		\$668									
2.5	Local Resident Coordination	23.5		19		0.5		6														24	\$1,443	\$2,558		\$4,001									
2.5.1	Notification to Property Owners	1.5		1		0.5																2	\$100	\$177		\$277									
2.5.2	Preparation and Delivering of Door Hangers	22.0		16				6														22	\$1,343	\$2,381		\$3,724									
2.5.3	Coordination with Davis Elementary			2																															
3.0	Environmental Documentation	56.0		2	1	1										4	48					56	\$3,093	\$5,483		\$8,576									
3.1	SEPA	44.5		1	0.5	1										2	40					45	\$2,411	\$4,273		\$6,683									
3.2	DAHP EZ-1	11.5		1	0.5											2	8					12	\$683	\$1,210		\$1,892									
4.0	Utilities Coordination	11.5		6.5		2		3														12	\$698	\$1,236		\$1,934									
4.1	Initial Utility Contacts	1.5		0.5				1														2	\$77	\$136		\$212									
4.2	Utility Coordination and Meetings	10.0		6		2		2														10	\$621	\$1,101		\$1,722									
5.0	Geotechnical Engineering	9.5		8	0.5	1																10	\$661	\$1,171		\$1,831									
5.4	Field Investigation																																		
5.1.1	Coordination, Permissions, and Permits																																		
5.1.2	Infiltration Evaluation																																		
5.2	Geotechnical Research & Memo Preparation	9.5		8	0.5	1																10	\$661	\$1,171		\$1,831									
6.0	Surveying	278.0		3.5					11.5	24	22	76	70		70	1						278	\$11,649	\$20,649		\$32,297									
6.1	Develop Control Network	24.0							1	3			10		10							24	\$1,040	\$1,844		\$2,884									
6.1.1	Notifications (completed under Task 2)																																		
6.1.2	Development of GPS Control Network	24.0							1	3			10		10							24	\$1,040	\$1,844		\$2,884									
6.2	ObtainTopographic Mapping Survey	185.5		1.5					7	14	20	50	46		46	1						186	\$7,711	\$13,669		\$21,380									
6.2.1	Topographic Surveying	68.5		0.5					1	2			32		32	1						69	\$2,808	\$4,977		\$7,785									
6.2.2	Utilities	47.5		0.5					3	6	10		14		14							48	\$2,136	\$3,786		\$5,922									
6.2.3	Develop Topographic Survey with Digital Terrain Model (DTM)	69.5		0.5					3	6	10	50										70	\$2,768	\$4,906		\$7,673									
6.3	Develop Right-of-Way Lines	68.5		2					3.5	7	2	26	14		14							38	\$1,505	\$2,667		\$4,172									
6.3.1	Research	9.5							0.5	1	2	6										10	\$388	\$688		\$1,077									
6.3.2	Field Survey of Existing Roadway Centerline Monuments	28.0											14		14							28	\$1,116	\$1,979		\$3,095									
6.4	Prepare Final Base Mapping Products	31.0		2					3	6		20										31	\$1,393	\$2,469		\$3,862									
7.0	Right-of-Way Consultation	4.0		0.5	0.5																	1	\$87	\$153		\$240	3					3	\$188	\$277	\$465
7.1	Right of Way Consultation	4.0		0.5	0.5																	1	\$87	\$153		\$240	3								

LABOR HOURS		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17					1	2	3	4	5								
Work Element #	Work Element	Total Hours	David Evans and Associates, Inc.	Project Manager / Roadway Design Lead	Principal-in-Charge	QC Manager	Traffic Lead	Engineering Designer	Survey Manager	Senior Project Surveyor	Senior Office Survey Technician IV	Office Survey Technician II	Senior Party Chief III	Party Chief I	Field Survey Technician III	Survey Project Coordinator II	Environmental Lead	Environmental Planner	Project Coordinator I	Project Accountant II		Subtotal DEA Hours	Subtotal Labor Cost	Subtotal Overhead	Total Labor and Overhead	CLS	Sr. Project Manager	Project Manager	Sr. Right of Way Agent	Right of Way Agent	Right of Way Tech	Subtotal CLS Hours	Subtotal Labor Cost	Subtotal Overhead	Total Labor and Overhead
				\$68.00	\$105.00	\$64.00	\$88.00	\$42.50	\$72.46	\$56.72	\$42.78	\$34.96	\$49.18	\$37.68	\$30.56	\$36.28	\$73.00	\$52.00	\$33.40	\$39.36				177.26%			\$62.50	\$57.69	\$48.08	\$36.06	\$36.06			147.95%	
11.1.4	Stormwater Design (60%)	38.0		12				26														38	\$1,921	\$3,405	\$5,326										
11.1.5	Illumination and Dry Utility Design (60%)	22.0		2			10	10															22	\$1,441	\$2,554		\$3,995								
11.2	Plan Preparation (60%)	306.0		80			16	210															306	\$15,773	\$27,959		\$43,732								
11.3	Cost Estimate (60%)	8.5		6			0.5	2															9	\$537	\$952		\$1,489								
11.4	QC Review of 60% Design Submittal	6.0		1	2	2	1																6	\$494	\$876		\$1,370								
11.5	60% Design Review Meeting	10.5		5	4	1	0.5																11	\$868	\$1,539		\$2,407								
11.6	Field Review of 60% Design	3.0		1	1	1																	3	\$237	\$420		\$657								
12.0	Design & Plan Preparation (90%)	430.5		124	6.5	3.5	17.5	279															431	\$22,736	\$40,302		\$63,038								
12.1	Design (90%)	89.0		28			5	56															89	\$4,724	\$8,374		\$13,098								
12.1.1	Sidewalk, Driveway, and ADA Design (90%)	16.0		6				10															16	\$833	\$1,477		\$2,310								
12.1.2	Roadway Design (90%)	16.0		6				10															16	\$833	\$1,477		\$2,310								
12.1.3	Water and Sanitary Sewer Design (90%)	24.0		8				16															24	\$1,224	\$2,170		\$3,394								
12.1.4	Stormwater Design (90%)	16.0		6				10															16	\$833	\$1,477		\$2,310								
12.1.5	Illumination and Dry Utility Design (90%)	17.0		2			5	10															17	\$1,001	\$1,774		\$2,775								
12.2	Plan Preparation (90%)	278.0		50			8	220															278	\$13,454	\$23,849		\$37,303								
12.3	Cost Estimate (90%)	6.5		4			0.5	2															7	\$401	\$711		\$1,112								
12.4	Special Provisions (90%)	28.0		26			2																28	\$1,944	\$3,446		\$5,390								
12.5	SWPPP Narrative Preparation	7.0		6				1															7	\$451	\$799		\$1,249								
12.6	Contract Time Determination (90%)	3.5		2	0.5	0.5	0.5																4	\$265	\$469		\$733								
12.7	QC Review of 90% Design Submittal	7.0		2	2	2	1																7	\$562	\$996		\$1,558								
12.8	90% Design Review Meeting	11.5		6	4	1	0.5																12	\$936	\$1,659		\$2,595								
13.0	Design & Plan Preparation (100%)	171.0		68.5	6	3	5.5	88															171	\$9,704	\$17,201		\$26,905								
13.1	Design (100%)	61.0		28			1	32															61	\$3,352	\$5,942		\$9,294								
13.1.1	Sidewalk, Driveway, and ADA Design (100%)	12.0		6				6															12	\$663	\$1,175		\$1,838								
13.1.2	Roadway Design (100%)	12.0		6				6															12	\$663	\$1,175		\$1,838								
13.1.3	Water and Sanitary Sewer Design (100%)	16.0		8				8															16	\$884	\$1,567		\$2,451								
13.1.4	Stormwater Design (100%)	12.0		6				6															12	\$663	\$1,175		\$1,838								
13.1.5	Illumination and Dry Utility Design (100%)	9.0		2			1	6															9	\$479	\$849		\$1,328								
13.2	Plan Preparation (100%)	83.0	26			2	55															83	\$4,282	\$7,589	\$11,871										
13.3	Cost Estimate (100%)	3.5	2			0.5	1															4	\$223	\$394	\$617										
13.4	Special Provisions (100%)	6.5	6			0.5																7	\$452	\$801	\$1,253										
13.5	Contract Time Determination (100%)	0.5	0.5																			1	\$34	\$60	\$94										
13.6	QC Review of 100% Design Submittal	7.0	2	2	2	1																7	\$562	\$996	\$1,558										
13.7	100% Design Review Meeting	9.5	4	4	1	0.5																10	\$800	\$1,418	\$2,218										
14.0	Design & Plan Preparation (PS&E)	41.5	16	2	2	1	20.5															42	\$2,385	\$4,228	\$6,613										
14.1	Design (PS&E)	9.5	3			0.5	6															9.5	\$503	\$892	\$1,395										
14.1.1	Sidewalk, Driveway, and ADA Design (PS&E)	1.5	0.5				1															1.5	\$77	\$136	\$212										
14.1.2	Roadway Design (PS&E)	1.5	0.5				1															2	\$77	\$136	\$212										
14.1.3	Water and Sanitary Sewer Design (PS&E)	3.0	1				2															3	\$153	\$271	\$424										
14.1.4	Stormwater Design (PS&E)	1.5	0.5				1															2	\$77	\$136	\$212										
14.1.5	Illumination and Dry Utility Design (PS&E)	2.0	0.5			0.5	1															2	\$121	\$214	\$334										
14.2	Plan Preparation (PS&E)	14.0	2				12															14	\$646	\$1,145	\$1,791										
14.3	Cost Estimate (PS&E)	1.0	0.5				0.5															1	\$55	\$98	\$153										
14.4	Special Provisions (PS&E)	2.0	2																			2	\$136	\$241	\$377										
14.5	Contract Time Determination (PS&E)	0.5	0.5																			1	\$34	\$60	\$94										
14.6	QC Review of PS&E Design Submittal	6.5	2	2	2	0.5																7	\$518	\$918	\$1,436										
14.7	PS&E Design Submittal	8.0	6				2															8	\$493	\$874	\$1,367										
15.0	Bid Assistance	7.0	6			0.5	0.5															7	\$473	\$839	\$1,312										
15.1	Bid Assistance	7.0	6			0.5	0.5															7	\$473	\$839	\$1,312										
	Total Labor Hours	1911.0		560.5	31.5	27.0	70.0	875.0	11.5	24.0	22.0	76.0	70.0		70.0	1.0	12.0	48.0	6.5	5.0		1908.0	101557.7	180021.1	281578.8		3.0				3.0	187.5	277.4	464.9	

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, *(Title of Modal Operating 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 Modal Operating Administration 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 Modal Operating Administration 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 *(Title of Modal Operating 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 *(Title of Modal Operating 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 *(Title of Modal Operating 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 *(Title of Modal Operating 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 Documents

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

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
David Evans and Associates, Inc.

whose address is 908 N. Howard Street, Suite 300
Spokane, WA 99201

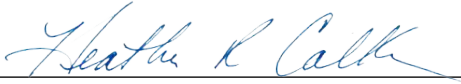
and that neither the above firm nor I have:

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

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

David Evans and Associates, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

12/11/25

Date

Agreement Number:

Exhibit G-1(b) Certification of City of College Place

I hereby certify that I am the:

- ☒ Project Manager
- ☐ Other

of the City of College Place _____, and David Evans and Associates, 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; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration
of any kind; except as hereby expressly stated (if any):

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

Signature

Date

Agreement Number:

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

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

David Evans and Associates, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

12/11/25

Date

Agreement Number:

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

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

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

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

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

David Evans and Associates, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

12/11/25

Date

Agreement Number:

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of Davis Elementary School Area SRTS Imp. * are accurate, complete, and current as of August 15, 2025

Firm: David Evans and Associates, Inc.

Signature

Title

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
 **Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
 ***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

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

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

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

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

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

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

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

Notes: Cost of added insurance requirements: \$

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

Agreement Number:

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Agreement Number:

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.

Agreement Number:

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) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met 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.

Agreement Number:

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

Agreement Number:

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

Agreement Number:

Firm/Organization Legal Name (do not use dba's): David Evans and Associates, Inc.		
Address 908 N. Howard Street, Suite 300	Federal Aid Number N/A	
UBI Number 600 227 608	Federal TIN or SSN Number 93-0661195	
Execution Date	Completion Date 12/31/2027	
1099 Form Required ☐ Yes ☒ No	Federal Participation ☒ Yes ☒ No	
Project Title Davis Elementary School Area SRTS Improvements		
Description of Work Construction of ADA curb ramps, high-visibility crosswalk, rectangular rapid flashing beacons, illumination for pedestrian crossing, pedestrian refuge island, bulb-outs, sidewalk; Water and sanitary sewer system replacements.		
☐ Yes ☐ Yes ☐ Yes ☐ Yes	☒ No DBE Participation ☒ No MBE Participation ☒ No WBE Participation ☒ No SBE Participation	Total Amount Authorized: Management Reserve Fund: Maximum Amount Payable: \$316,958

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

Agreement Number:

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

In the 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.

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: Mike Holden
Agency: City of College Place
Address: 625 S. College Avenue
City: College Place State: WA Zip: 99324
Email: mholden@cpwa.us
Phone: 509-394-8657
Facsimile: ---

If to CONSULTANT:

Name: Heather Calkins, PE
Agency: David Evans and Associates, Inc.
Address: 908 N. Howard Street, Suite 300
City: Spokane State: WA Zip: 99201
Email: heather.calkins@deainc.com
Phone: 509-252-5867
Facsimile: ---

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

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

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V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

- A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.
1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
 2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.
A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all A&E sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.
Failure to supply this information by either the prime CONSULTANT or any of their A&E sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.
The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.
 3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. (excluding Meals, which are reimbursed at the per diem rates identified in this section) These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

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4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
 5. Management Reserve Fund (MRF): The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
 6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

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

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D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

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Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

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

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

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date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

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

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

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

XI. Disputes

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

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XII. Legal Relations

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

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

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

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

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

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

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

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

Insurance Coverage

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

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

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

Name: Mike Holden
Agency: City of College Place
Address: 625 S. College Avenue
City: College Place State: WA Zip: 99324
Email: mholden@cpwa.us
Phone: 509-394-8657
Facsimile: ---

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

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

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

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

Agreement Number:

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

Agreement Number:

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

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

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

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

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

XX. Records Maintenance

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

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings,

Agreement Number:

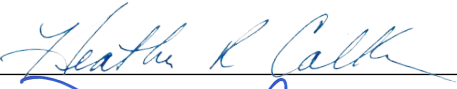
tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

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

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

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

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



Signature 

12/11/2025

Date

Signature

Date

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

Agreement Number:

Exhibit A Scope of Work

Project No.

See Attached Scope of Work

Agreement Number:

Exhibit A



CITY of College Place, WA
Sager Middle School SRTS Project Improvements
Project No. _____

Design Engineering Services
Scope of Services, Draft

Prepared by:
David Evans and Associates, Inc.
908 North Howard Street, Suite 300
Spokane, WA 99201



December 10, 2025

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I. INTRODUCTION

David Evans and Associates, Inc. (DEA) and subconsultants will provide design engineering services for the Sager Middle School SRTS Project Improvements project under the direction of the CITY of College Place (CITY).

Generally, the project includes the following improvements shown below:



Services include topographic survey; preparation of permitting and environmental approvals; utilities coordination; public outreach; and preparation of plans, specifications, and estimate (PS&E). At this time, services do not include onsite geotechnical investigation, boundary survey, preparation of right-of-way plans, or right-of-way acquisition, but these services can be added at a later time with an addendum if necessary.

Design deliverables are anticipated to be complete by May, 2026.

THE CITY IDENTIFIED THE REQUIRED PROJECT DELIVERABLES AS PART OF THE REQUEST FOR QUALIFICATIONS (RFQ):

- Design survey compatible with AutoCAD C3D
- Preparation, submittal, and finalization of geotechnical/subsurface investigation report **(Based on discussions with City during scoping, onsite subsurface investigation was removed from scope and City standards and online soil data will be used)**
- Preparation, submittal, and finalization of any required cultural and environmental permitting
- Identify existing ROW/property line boundaries and determine needs **(The goal is to eliminate ROW acquisition and during concept development the City will be notified if ROW acquisition is unavoidable)**
- Identification of any impacted utilities and design for water and sanitary sewer
- Submittal Plot Map of project limits, for CITY and Consultant discussion in person
- Submittal of 60%, 90%, 100% and final design and construction estimate. Completion of bid ready documents by May of 2026
- Provide all Reports in PDF format
- Provide CAD and/or GIS files of the figures associated with the design
- Construction Management Service (if requested)

THIS SCOPE OF SERVICES USES THE FOLLOWING REFERENCES FOR PROJECT TEAM MEMBERS:

- **CITY** = CITY of College Place (Project Sponsor and owner of facilities and review authority of all deliverables excluding those noted under WSDOT below).
- **WSDOT** = Washington State Department of Transportation (Review authority for Agreement and SRTS Grant Scope of Work Change Requests).
- **CONSULTANT** or **DEA** = David Evans and Associates, Inc. (Prime Consultant).
- **CLS** = Contract Land Staff (ROW consultation).

II. Design Criteria

As part of the design effort on this project, design criteria will be developed and approved by the CITY based on WSDOT standards for local agency projects.

The CITY will designate the basic premises and criteria for the design. Reports and plans will be developed in accordance with the latest edition and amendments (as of the date of signing of this

Agreement) of the following documents. Changes in any design standards or requirements after work has begun may result in Extra Work.

WSDOT PUBLICATIONS:

- Standard Specifications for Road, Bridge, and Municipal Construction
- Standard Plans for Road, Bridge, and Municipal Construction
- Local Agency Guidelines (LAG) Manual
- Design Manual
- Right-of-Way Manual
- Geotechnical Design Manual
- Temporary Erosion and Sediment Control Manual

AMERICAN ASSOCIATION OF STATE AND HIGHWAY TRANSPORTATION OFFICIALS (AASHTO) PUBLICATIONS:

- AASHTO's "A Policy on Geometric Design of Highways and Streets"
- AASHTO Roadside Design Guide

U.S. DEPARTMENT OF TRANSPORTATION PUBLICATIONS:

- Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)

OTHER:

- Washington State Regulations, Accessibility Design for All (ADA)
- U.S. Access Board Public Right-of-Way Accessibility Guidelines (PROWAG)
- Standard drawings prepared by the CITY and furnished to the CONSULTANT will be used as a guide in all cases where they fit design conditions
- APWA General Special Provisions

III. Design Software

Project deliverables will be developed utilizing the following software packages and associated versions:

- AutoCAD C3D will be utilized as the project's design platform.
- MS Excel will be utilized for spreadsheets.
- MS Word will be utilized for word processing.
- MS Project will be utilized for scheduling.
- MS Power Point will be utilized for presentations.
- Plan sets, specifications, estimates, memorandums and other documents will be submitted in an electronic file format (PDF, typically).
- ESRI ArcGIS products will be used for the processing and presentation of GIS spatial information.

Detailed Task Description

TASK 1 PROJECT ADMINISTRATION

1.1 Project Management

Project management will be on-going during the course of the project. The project manager will maintain communication with the CITY, WSDOT, and the Design Team. The project manager will monitor the project's scope, schedule, and budget; will coordinate and communicate with the project's subconsultants; and perform other project management tasks.

Assumptions

1. The tasks in this section assume that the design portion of this project will be active from December, 2025 through May, 2026, or a total of six (6) months.

1.2 Project Setup

DEA will set up project files including internal budget tracking spreadsheets, the project's financial files, and the project's electronic and hard copy technical filing system.

1.3 Subconsultant Coordination

DEA will prepare a subconsultant agreement for CLS. This will include developing the draft of the subconsultant agreement, having management from each firm review the agreement, then issuing and executing the final agreement.

1.4 Quality Management Plan

DEA will develop a project specific Quality Management (QM) Plan to identify quality assurance processes for all project deliverables. The QM Plan will identify the Quality Management Team, procedures that will be used for quality assurance and quality control, the schedule of quality management tasks, and quality control protocol that will be followed. The QM Plan will be submitted to the CITY for review and comment.

Deliverables

1. Quality Management Plan

1.5 Project Schedule

DEA will prepare a schedule in Microsoft Project for the project through PS&E delivery. The project team will use the schedule, which will be updated as needed to check the budget, staffing levels, and where the deliverable schedule might be affected. These tools will be used to adjust staff assignments so schedule and fee commitments are met. Project team meetings will enforce the schedule and hold team members accountable for progress on their components of the project.

Deliverables

1. Project Schedule through PS&E
2. Project Schedule updates as needed

1.6 Monthly Progress Reports and Invoices

The CONSULTANT Team will provide monthly progress reports and invoices in accordance with the CITY's standard procedures. Each progress report and invoice package will include the CONSULTANT Team's invoice showing all labor and direct expenses included for the period, the monthly progress report, and full documentation of labor hours and direct expenses charged for the period for DEA and each subconsultant.

Assumptions

1. Progress Report and Invoice packages will be prepared monthly

Deliverables

1. Monthly Progress Report and Invoice Packages

TASK 2 COORDINATION AND MEETINGS

The CONSULTANT will provide frequent communication throughout the project to facilitate project decisions supported by the CITY. Regular meetings will be scheduled to monitor the progress of the project, to coordinate with team members, and to maintain accountability between all members of the team including the CONSULTANT, subconsultant, the CITY, and WSDOT.

2.1 Kickoff Meeting

DEA staff will attend one (1) kickoff meeting as scheduled by the CITY, to be held at the CITY's office, with a field visit following the meeting. The purpose of the meeting is to provide the CONSULTANT with a clear understanding of project goals and objectives, project schedule, work products, and roles for project participants. The CONSULTANT will prepare a meeting record and distribute to attendees within one week of the meeting. For estimating purposes, two (2) DEA staff will attend this meeting.

Deliverables

1. Meeting Agenda and Meeting Minutes

2.2 CITY Coordination

DEA will coordinate with CITY staff to review project data, design issues, and project updates. DEA project manager will provide bi-weekly (every other week) check-in phone and/or video conferences with CITY.

2.3 Consultant Team Coordination and Meetings

DEA will hold internal CONSULTANT Team coordination video conferences to plan the work, relay information gathered during the CITY meetings, and discuss project status. It is anticipated that up to four (4) DEA personnel will participate. CITY staff will be invited to participate in these bi-weekly meetings (every other week), which will be held during weeks when CITY Coordination meetings are not held, so the CITY is up-to-date on a weekly basis. DEA will prepare an agenda and minutes for each meeting.

Deliverables

1. Meeting Agenda and Meeting Minutes

2.4 WSDOT Coordination Meetings

Throughout the project, DEA will coordinate with the CITY and WSDOT via conference call to discuss schedule, anticipated deliverables requiring review, and review status. These meetings will be held as necessary to discuss key project elements requiring WSDOT input, including change requests from the SRTS Grant Application Scope of Work.

Assumptions

1. For budgeting purposes, two (2) meetings are anticipated.
2. Appropriate DEA staff will attend each meeting based on the topic of discussion. It is anticipated that two (2) staff members will attend each meeting.

Deliverables

1. Meeting Agenda and Meeting Minutes

2.5 Local Resident Coordination

2.5.1. Notification to Property Owners

DEA will prepare one letter for the CITY to mail to each property owner in the project area (both the physical address and the property owner address). This letter will introduce the project and provide advance notification of survey and other field work.

Assumptions

1. CITY will prepare the mailer database and mail letters to property owners.

Deliverables

1. Project and Survey Notification Letter (.pdf format)

2.5.2. Preparation and Delivering of Door Hangers

DEA will prepare door hangers to leave on property owner's doors within the project site. The door hangers will be prepared after the 60% design level and will provide a brief summary of the project with contact information for CITY and DEA personnel. It is estimated that there are 20 property owners within the project limits. DEA will conduct a day long site visit to leave the door hangers and also meet with any property owners who are home at the time and want to briefly discuss the project. DEA will also respond to any property owners who reach out with questions and will provide a summary to the CITY of comments received and responses.

Assumptions

1. For estimating purposes, it is assumed that the site visit to leave door hangers can be combined with a site visit to accomplish Task 2.5.3.

Deliverables

1. Project Door Hangers
2. Summary of property owner comments and responses

2.5.3. Coordination with Sager Middle School

DEA staff will attend one (1) coordination meeting with the CITY and Sager Middle School representatives. The meeting will be held in person at a location to be determined in College Place that is acceptable to all parties. The purpose of the meeting is to review the project with the school

and to obtain important daily routine activities the school may have that would impact design considerations. The CONSULTANT will prepare a meeting record and distribute to attendees within one week of the meeting. For estimating purposes, one (1) DEA staff will attend this meeting.

Assumptions

1. For estimating purposes, it is assumed the in person meeting with the school can be accomplished on one of the days Task 2.5.2 occurs.

Deliverables

1. Meeting Agenda and Meeting Minutes

TASK 3 ENVIRONMENTAL DOCUMENTATION

This Scope of Services includes preparation of environmental documentation and permits in compliance with local and state regulations. The following scope assumes the project will remain State funded and not become federalized. As such, the project will only require SEPA documentation, and not NEPA, with approval occurring at the CITY level. It is also assumed that Washington State Department of Archeology and Historic Preservation (DAHP) approval can be obtained using an EZ-1 permit. Section 7 of the Endangered Species Act (ESA), 404 permit, and Hydraulic Project Approval (HPA) are not required for the project. The Scope of Services identifies this and other key assumptions that the CONSULTANT has relied upon in determining the CONSULTANT's effort, fee, scope, and schedule for the project. The CONSULTANT and the CLIENT agree to renegotiate these terms in the event a key assumption becomes invalid.

3.1 SEPA

DEA will prepare a SEPA Checklist in pursuit of a Determination of Non-Significance (DNS). The CONSULTANT will be responsible for preparation of SEPA-related materials.

Deliverables:

1. Draft SEPA Checklist (pdf format)
2. Final SEPA Checklist (pdf format)

3.2 DAHP EZ-1

DEA will prepare an EZ-1 form for the Washington State Department of Archeology and Historic Preservation (DAHP). The CONSULTANT will be responsible for coordination with DAHP and for preparation of any attachments or additional materials necessary to the application.

Deliverables:

1. DAHP EZ-1 Form

TASK 4 UTILITIES COORDINATION

4.1 Initial Utility Contacts

DEA will contact utility companies early on in the project, so existing and proposed utility facilities are considered throughout the design process. A utility locate will be called in prior to the topographic survey. Utility companies listed in the locate ticket will form the basis for a utility

contact list. Each company will be contacted via email and copies of their existing facilities within the project limits, any proposed improvements, and any documentation of utility easements will be requested. The purpose of this task is to notify the utility companies of the proposed project and to identify existing or planned major utility lines that may affect design.

Deliverables

1. Utility distribution list
2. Copy of utility notification letter

4.2 Utility Coordination and Meetings

Throughout design DEA will coordinate with utility companies to share design plans at each stage and request utility plan markups. Existing utility transmission, distribution, and service lines will be depicted on project mapping. Proposed relocations and any proposed utility improvements provided by the utility companies will be shown on the plans. For estimating purposes, it is assumed one onsite meeting will occur with utility companies to review conflicts and relocations.

Deliverables

1. Existing utilities shown on design plans
2. Proposed utilities shown on design plans

TASK 5 GEOTECHNICAL ENGINEERING

5.1 Field Investigation

Onsite and subsurface geotechnical field investigation will not be performed for this project.

5.2 Geotechnical Research and Memo Preparation

In lieu of field geotechnical exploration, DEA will review CITY design standards and plans, geotechnical conditions from nearby previous projects; and available online data to develop design parameters for proposed pavement sections and stormwater infiltration rate. The research will include review of the USDA Natural Resources Conservation Services (NRCS) online Web Soil Survey.

DEA will prepare a draft Geotechnical Memorandum with a summary of the geotechnical research and recommendations. The memorandum will include the following items:

- Summary of existing geotechnical information from nearby projects
- Summary of NRCS Web Soil Survey information
- Summary of relevant CITY design standards and standard plans
- Recommended pavement section for roadway reconstruction
- Recommended infiltration rate for design of stormwater facilities

DEA will provide the draft memorandum to the CITY for review, address review comments, and provide a final memorandum.

Deliverables

1. Draft Geotechnical Memo (PDF format)
2. Final Geotechnical Memo (PDF format)

TASK 6 SURVEYING

6.1 Develop Control Network

6.1.1. Notifications

Work will be completed in Task 2.

6.1.2. Development of GPS Control Network

DEA will travel to the site and set a minimum of two base points in suitable locations for primary control. An OPUS solution on the central set point will be utilized to create a relationship to the state plane coordinate system. Ground coordinates will be created from the state plane relationship to support this project. A digital level loop will be performed through the primary control points to control the vertical component. The level loop and vertical control for this project site will be performed independently from other City projects (i.e. Davis Elementary School SRTS project). Secondary control will be established as necessary to support topographic data collection. A control diagram will be prepared that includes the primary control points and suitable secondary control points.

Assumptions

1. DEA will create a local datum for this project which will keep project measurements nearest ground distances using one combined scale factor and will be referenced to the Washington State Plane Coordinate System, South Zone, NAD 83(2011) EPOCH 2010.0000 horizontal datum and NAVD 88 vertical datum derived from an OPUS solution.

6.2 Obtain Topographic Mapping Survey

6.2.1. Topographic Surveying

DEA will perform the topographic surveying within the limits shown in Figures 3 below. The full corridor within the right-of-way boundaries will be picked up for Central Avenue from 12th Street to Lamperti Lane. Features surveyed will include edge of asphalt, curb and gutter, sidewalks, driveways, ADA ramps, landscaping features, building faces, fences, above or at grade utility structures, centerline monuments and other visible topographic features necessary for design.



Figure 3.
Sager Middle School Survey Limits

6.2.2. Utilities

Utility locations will be based on above ground evidence and as located by the utility purveyor. One Call Underground Locates will be called prior to the execution of the field work. It is assumed that the utility providers will mark their lines within the project area and that these lines can be recovered by DEA survey crews. DEA will also assume Century Link will require additional coordination and field investigation to further determine line locations. Other than additional coordination with Century Link, DEA will assume that the public locators will provide point marks for all known utilities in the project vicinity. These lines will be shown on the topographic map and identified as painted in the field. DEA will only make ties on the paint marks provided by the public one-call locator service. DEA will dip sanitary sewer and storm drain structures (obtaining pipe invert elevations, pipe diameters, and pipe material) in the project area. It is assumed that none of the structures will be locked or will require additional coordination to open.

6.2.3. Develop Topographic Survey with Digital Terrain Model (DTM)

DEA will compile acquired mapping data developed in the preceding tasks into a topographic map. The topographic map will be developed in AutoCAD C3D in accordance with DEA surveying standards. One-foot contours will be developed as needed for design plans from the mapping data. In addition, DEA will obtain the Google Satellite Imagery for the project area for inclusion in the project base map.

The following scope of work will be accomplished for this task:

- Develop an electronic base map in AutoCAD C3D.
- Incorporate Google Satellite Imagery into the base map, unless the CITY provides more recent aerial imagery.

Assumptions

1. Limit of mapping area as described above.
2. Topographic survey is assumed to be completed in one (1) mobilization with a survey duration of three (3) days onsite.

Deliverables

1. A base map that includes all of the located features and a digital surface in AutoCAD C3D format.

6.3 Develop Right-of-Way Lines

6.3.1. Research

DEA will research and analyze the following to determine the locations of the existing rights of way boundaries within the project limits:

- ROW Plans
- Records of Survey
- Subdivision plats
- Deeds of Record

DEA will coordinate with a title company to provide survey plats that depict the ROW widths within the project limits. DEA will also coordinate with the CITY to obtain plats that the CITY may have access to.

6.3.2. Field Survey of Existing Roadway Centerline Monuments

DEA will locate existing centerline monuments in order to establish CAD linework for right-of-way lines. It is assumed that the monuments will be visible and no additional work will be required to uncover the monuments. This work will be completed under Task 6.2. Right-of-way line work will be determined by record offset from found centerline monuments. Side streets will be determined from record angles to main street alignments.

Assumptions

1. It is assumed that an initial Record of Survey will not be required for the initial base mapping for this project.
2. It is assumed adequate ROW monumentation is found near the project limits to define and rebuild the centerlines and rights-of-way within the corridor.
3. ROW survey is assumed to be completed in Task 6.2.

6.4 Prepare Final Base Mapping Products.

DEA will import the ROW lines, centerline alignments, and tied monuments into the project's existing base mapping.

Assumptions

1. DEA will incorporate the above stated features and elements into the base map.

Deliverables

1. DEA will create an AutoCAD C3D file to DEA standards with the completed base map with 1-foot contour mapping, a DTM (Digital Terrain Model), tied monumentation, and existing ROW linework for design purposes.

TASK 7 RIGHT-OF-WAY CONSULTATION

7.1 Right-of-Way Consultation

At this time, it is anticipated that right-of-way acquisition will not be required. CLS has been secured as a subconsultant to provide consultation on an as needed basis during the design phase. Their services will include attendance at CITY and TEAM meetings, when requested by DEA, to review potential property impacts and construction easements and to provide guidance as necessary so the project remains in compliance if it ever becomes federalized. One (1) CLS staff will attend meetings as requested for up to five (5) hours total.

If it is determined that right-of-way acquisition is unavoidable, full right-of-way acquisition services by CLS can be added by an addendum.

TASK 8 ARBORIST REPORT

8.1 Arborist Consultation and Report

DEA will contract with Larry Mallot to evaluate the street trees within the corridor that are adjacent to the project improvements and provide an Arborist Report. The Arborist Report will evaluate trees that are designated to be preserved and protected to determine if improvements have the potential to adversely affect the health of the tree. DEA will coordinate the limits of the project, perform a QC review of the report before it is submitted to the CITY, and incorporate report recommendations in the plans.

TASK 9 LANDSCAPE ARCHITECTURE

9.1 Landscape Architecture

Tree trimming will be made a part of the construction contract, and will be included in the plans and special provisions. DEA will provide landscape architectural services limited to the preparation of planting details and special provisions.

TASK 10 CONCEPT DESIGN AND ROLL PLOT PREPARATION

DEA will complete a schematic concept level design with preparation of roll plots that show the proposed pedestrian facilities, roadway, water, sanitary sewer, drainage, and illumination improvements. The purpose of the concept level design and roll plot is to:

- Evaluate impacts to right-of-way and make adjustments as necessary to avoid right-of-way acquisition if possible.
- Evaluate compliance with ADA requirements
- Evaluate increase or decrease in hardscape areas to determine the level of stormwater treatment and flow control that Washington State Department of Ecology (DOE) will

require. If hardscape areas remain the same or are reduced, the project can qualify for an exemption from DOE and will not have to provide stormwater treatment and flow control.

- Evaluate construction costs and develop alternate construction methods, phasing, or prioritization of improvements as necessary based on availability of construction funds
- Review the overall project with the CITY to confirm that DEA is on the right track for the initial layout of the project improvements.

10.1 Concept Design

10.1.1. Sidewalk, Driveway, and ADA Design (Concept)

DEA will evaluate and prepare concept level design of the pedestrian improvements outlined in the SRTS grant agreement, including modifications and additions to the improvements listed in the SRTS grant agreement that the CITY would like to implement. Sidewalk improvements include new sidewalk along the west side of Central Avenue from 12th Street to Valley Drive. Driveways will be reconstructed as necessary to provide ADA compliant sidewalk at their location. ADA ramp and RRFB improvements are proposed at select locations within this limit as well as at the intersection of Lamperti Lane. All sidewalk and pedestrian ramps will be designed to be ADA compliant.

DEA will prepare a Scope Change request for the proposed pedestrian facility improvements that are modifications or additions to those listed in the SRTS grant agreement. DEA will coordinate with WSDOT for review and approval to incorporate the requested changes.

10.1.2. Roadway Design (Concept)

DEA will evaluate and prepare concept level design of the roadway reconstruction improvements. This includes road reconstruction and new curb and gutter along Central Avenue from 12th Street to Valley Drive. Roadway alignments will be created for the improvements based off centerline monuments and profiles will be generated for evaluating grade change impacts.

~~10.1.3. Water and Sanitary Sewer Design (Concept)~~

Water and sanitary sewer design are not included within this scope of work.

10.1.4. Stormwater Design (Concept)

DEA will evaluate the existing drainage problem areas as well as impacts to drainage that the proposed site improvements will have and prepare a concept level design for localized drainage improvements.

DEA will also evaluate the site improvements in regard to Washington State Department of Ecology (DOE) stormwater mitigation requirements. DOE requires stormwater treatment and flow control for projects that replace or add new or replaced hardscape areas above a certain threshold. Projects can qualify for an exemption to the treatment and flow control requirements if there is not an increase in hardscape and for hardscape improvements related to ADA compliancy. DEA will review the proposed hardscape areas when developing the design and attempt to have a net reduction or maintain the existing square footage of hardscape area.

10.1.5. Illumination and Dry Utility Design (Concept)

DEA will perform illumination modeling to evaluate and prepare concept level design of illumination improvements for the project site, including coordinating with PacifiCorp for new illumination at the intersections of Central Avenue and 12th Street and Lamperti Lane. The concept design will show schematic locations of improvements.

At the concept level design, coordination will occur with dry utility providers (power, gas, communication) to determine location of existing facilities. These facilities will be shown on the roll plot plan and potential conflicts will be identified, but relocation plans will not be developed at this phase.

10.2 Roll Plot Plan Preparation (Concept)

DEA will prepare roll plots showing the schematic concept level design of the proposed improvements. The plots will be provided electronically in pdf format. Enough detail will be provided for evaluation of right-of-way impacts.

10.3 Cost Estimate (Concept)

A construction cost estimate will be prepared based on the schematic concept level. An appropriate contingency will be used to account for additional items that may be added as the project develops through the final design.

10.4 Concept Design OTS Design Review Meeting

The CITY and DEA will meet virtually for an Over The Shoulder (OTS) review meeting to evaluate the Concept Level Design. This OTS review will ensure that DEA is progressing with design according to the CITY's expectations. Decisions made during the OTS Review will be documented and incorporated into the next level of design.

Assumptions

1. Three (3) DEA staff will participate in the design review meeting.
2. DEA will provide meeting notes to document design decisions that are discussed during the OTS review.
3. Plans will not go through a formal QC prior to the OTS Review Meeting.

TASK 11 DESIGN & PLAN PREPARATION (60%)

11.1 Design (60%)

11.1.1. Sidewalk, Driveway, and ADA Design (60%)

Sidewalk, driveway and ADA improvements are shown schematically on the Concept Level Design. These improvements will be refined based on CITY comments for the 60% Design. DEA will also begin evaluating grading requirements. The pedestrian facility improvements will be shown on the Roadway Plan sheets with Intersection Grading sheets prepared to provide ADA ramp details.

11.1.2. Roadway Design (60%)

Roadway layout and profile improvements are shown schematically on the Concept Level Design. These improvements will be refined based on CITY comments for the 60% design. Roadway Plan and Profile sheets and Site Preparation sheets will be prepared.

11.1.3. ~~Water and Sanitary Sewer Design (60%)~~

Water and sanitary sewer design is not included in this scope of work.

11.1.4. Stormwater Design (60%)

Stormwater drainage improvements are shown schematically on the Concept Level Design. These improvements will be refined based on CITY review comments. The drainage facilities will be designed to comply with the Washington State Department of Ecology (DOE) Stormwater Management Manual for Eastern Washington requirements. Grading and Drainage Plans will be prepared that provide proposed contours and drainage improvements.

DEA will review the proposed design in regard to hardscape areas and DOE requirements to ensure the project still qualifies for an exemption from stormwater treatment and flow control improvements. DEA will prepare a draft Stormwater Design Memorandum that summarizes the qualification for an exemption. If the design changes result in increased hardscape areas that trigger treatment and flow control requirements, the design will be reviewed for potential locations to reduce hardscape.

Assumptions:

1. It is assumed that the project can qualify for an exemption with DOE and will not require stormwater treatment and flow control improvements.

Deliverables:

1. Draft Stormwater Design Memorandum

11.1.5. Illumination and Dry Utility Design (60%)

DEA will prepare 60% Design plans for illumination and dry utilities. This will include detailed design of the illumination improvements, including incorporating CITY review comments from the Concept Level Design. Utility coordination will occur with the dry utility providers and the 60% design will reflect proposed utility relocations where necessary.

11.2 Plan Preparation (60%)

DEA will prepare 60% Design plans. For the purposes of estimating manhours, the following sheets are anticipated. However, we understand that more or less sheets may be required to adequately convey design intent at 60% Design.

60% Design Sheet Count	
Sheet Title	No. of Sheets
Cover Sheet	1
Legend, Abbreviations, and General Notes	1
Roadway Sections	1
Site Preparation Plans	2

60% Design Sheet Count	
Sheet Title	No. of Sheets
Roadway Plan & Profiles	2
Roadway Details (to be included in 90% design package)	0
Grading and Drainage Plans	2
Intersection Grading Details	1
Illumination and Utility Plans	2
Temporary Erosion and Sediment Control Plans (to be included in 90% design package)	0
Traffic Control Plans	1
Total Anticipated Sheets	13

Assumptions

1. Plans will be prepared at 1"=20' scale for a 22" x 34" sheet and will be plotted to pdf at half size (11" x 17").
2. CITY standard plans will be referenced where possible.
3. Design will conform to CITY standards.
4. CITY review time of 60% Design will be approximately two (2) weeks.

Deliverables

1. 60% Design plan set.

11.3 Cost Estimate (60%)

A project cost estimate will be prepared based on the proposed design at the 60% Design level. An appropriate contingency will be used to account for additional items that may be added as the project develops through final design.

Deliverables

1. 60% Design cost estimate.

11.4 QC Review of 60% Design Submittal

Prior to submittal, DEA will perform a detailed review of the 60% Design Review Package in accordance with the project Quality Control Plan. QC Review comments will be addressed prior to submittal to the CITY.

11.5 60% Design Review Meeting

The 60% Design plans and estimate will be submitted to the CITY for review. DEA will compile review comments within a Bluebeam Revu session prior to the review meeting, and will provide initial responses as well as questions to discuss during the meeting.

The 60% Design Review Meeting will be held at CITY offices.

Assumptions

1. Three (3) DEA staff will attend the design review meeting in person with an additional one (1) DEA staff attending remotely.
2. The CITY will require two (2) weeks review time of the 60% submittal prior to holding the 60% Design Review Meeting.

Deliverables

1. Comment response form.

11.6 Field Review of 60% Design

Following the 60% Design review meeting, DEA staff will complete a project walkthrough with the 60% Design plan set to verify field conditions. Discrepancies and items of special concern will be noted on a field review set for incorporation and consideration in subsequent design.

TASK 12 DESIGN & PLAN PREPARATION (90%)

12.1 Design (90%)

12.1.1. Sidewalk, Driveway, and ADA Design (90%)

CITY review comments on the design of sidewalk, driveway, and ADA improvements from the 60% Design will be incorporated into the 90% design set for the final design. ADA compliance will be checked for facilities throughout the corridor.

12.1.2. Roadway Design (90%)

Roadway reconstruction improvements, including curb and gutter design, will be finalized based on CITY review of the 60% Design submittal.

~~12.1.3. Water and Sanitary Sewer Design (90%)~~

Water and sanitary sewer design are not included in this scope of work.

12.1.4. Stormwater Design (90%)

The stormwater design will be finalized based on CITY review comments from the 60% design review.

The new and hardscape areas will be evaluated to ensure the project still qualifies for an exemption from the DOE stormwater treatment and flow control requirements. The Stormwater Design will be finalized and submitted to the CITY.

Deliverables:

1. Final Stormwater Design Memorandum

12.1.5. Illumination and Dry Utility Design (90%)

Comments from the 60% Design review will be incorporated into the illumination and dry utility design and the final plans and details will be prepared.

12.2 Plan Preparation (90%)

DEA will prepare 90% Design plans. For the purposes of estimating manhours, the following sheets are anticipated. However, we understand that more or less sheets may be required to adequately convey design intent at 90% Design.

90% Design Sheet Count	
Sheet Title	No. of Sheets
Cover Sheet	1
Legend, Abbreviations, and General Notes	1
Summary of Quantities	1
Roadway Sections	1
Site Preparation Plans	2
Roadway Plan & Profiles	2
Roadway Details	1
Grading and Drainage Plans	2
Intersection Grading Details	1
Illumination and Utility Plans	2
Temporary Erosion and Sediment Control Plans	2
Traffic Control Plans	1
Total Anticipated Sheets	17

Assumptions

1. Plans will be prepared at 1"=20' scale for a 22" x 34" sheet and will be plotted to pdf at half size (11" x 17").
2. CITY standard plans will be referenced where possible.
3. Design will conform to CITY standards.
4. CITY review time of 90% Design will be approximately two (2) weeks.

Deliverables

1. 90% Design plan set.

12.3 Cost Estimate (90%)

A construction cost estimate will be prepared based on the proposed design at the 90% Design level. An appropriate contingency will be used to account for additional items that may be added as the project develops through the final design.

12.4 Special Provisions (90%)

DEA will develop special provisions utilizing CITY standard special provisions and the latest version of WSDOT and APWA special provisions.

12.5 SWPPP Narrative

DEA will prepare a SWPPP narrative that provides specific information about site conditions, analyzes risks, outlines management strategies, and contingency plans in conformance with the requirements set forth in the DOE Stormwater Pollution Prevention Plan (SWPPP) template.

12.6 Contract Time Determination (90%)

DEA will determine the contract construction time in accordance with CITY and WSDOT standards. A Microsoft Project construction schedule will be included in this task and be submitted with the 90% Design package.

12.7 QC Review of 90% Design Submittal

Prior to submittal, DEA will perform a detailed review of the 90% Design Review Package in accordance with the project Quality Control Plan. QC Review comments will be addressed prior to submittal to the CITY.

12.8 90% Design Review Meeting

The 90% Design plans, special provisions, estimate, SWPPP Narrative, and Contract Time Determination will be submitted to the CITY for review. DEA will compile review comments within a Bluebeam Revu session prior to the review meeting, and will provide initial responses as well as questions to discuss during the meeting.

The 90% Design Review Meeting will be held at CITY offices.

Assumptions

1. Three (3) DEA staff will attend the design review meeting in person with an additional one (1) DEA staff attending remotely.
2. The CITY will require two weeks review time for the 90% Design.

Deliverables

1. Comment response form.

TASK 13 DESIGN & PLAN PREPARATION (100%)

13.1 Design (100%)

13.1.1 Sidewalk, Driveway, and ADA Design (100%)

CITY review comments on the pedestrian facility improvements from the 90% Design will be incorporated into the 100% set.

13.1.2 Roadway Design (100%)

CITY review comments on the roadway plans, profiles, and sections from the 90% Design will be incorporated into the 100% set.

~~13.1.3 Water and Sanitary Sewer Design (100%)~~

Water and sanitary sewer design are not included in this scope of work.

13.1.4. Stormwater Design (100%)

CITY review comments on the drainage and grading plans and details from the 90% Design will be incorporated into the 100% set.

13.1.5. Illumination and Dry Utility Design (100%)

CITY review comments on the illumination and dry utility plans and details from the 90% Design will be incorporated into the 100% set.

13.2 Plan Preparation (100%)

DEA will prepare 100% Design plans. For the purposes of estimating manhours, the following sheets are anticipated. However, we understand that more or less sheets may be required to adequately convey design intent at 100% Design.

100% Design Sheet Count	
Sheet Title	No. of Sheets
Cover Sheet	1
Legend, Abbreviations, and General Notes	1
Summary of Quantities	1
Roadway Sections	1
Site Preparation Plans	2
Roadway Plan & Profiles	2
Roadway Details	1
Grading and Drainage Plans	2
Intersection Grading Details	1
Illumination and Utility Plans	2
Temporary Erosion and Sediment Control Plans	2
Traffic Control Plans	1
Total Anticipated Sheets	17

Assumptions

1. Plans will be prepared at 1"=20' scale for a 22" x 34" sheet and will be plotted to pdf at half size (11" x 17").
2. CITY standard plans will be referenced where possible.
3. Design will conform to CITY standards.

Deliverables

1. 100% Design plan set.

13.3 Cost Estimate (100%)

A project cost estimate will be prepared based on the proposed design at the 100% level.

13.4 Special Provisions (100%)

DEA will check for the latest version of WSDOT and APWA general special provisions and update the special provisions accordingly.

13.5 Contract Time Determination (100%)

DEA will update the Contract Time Determination based on revisions made for the 100% Design package.

13.6 QC Review of 100% Design Submittal

Prior to submittal, DEA will perform a detailed review of the 100% Design Package in accordance with the project Quality Control Plan. QC review comments will be addressed prior to submittal to the CITY.

13.7 100% Design Review Meeting

The 100% Design plans, estimate, special provisions, and Contract Time Determination will be submitted to the CITY for review. DEA will compile review comments within a Bluebeam Revu session prior to the review meeting, and will provide initial responses as well as questions to discuss during the meeting.

The 100% Design Review Meeting will be held at CITY offices.

Assumptions

1. Three (3) DEA staff will attend the design review meeting in person with an additional one (1) DEA staff attending remotely.
2. The CITY will require two (2) weeks review time for the 100% Design Submittal.

Deliverables

1. Comment Response Form

TASK 14 DESIGN & PLAN PREPARATION (PS&E)

14.1 Design (PS&E)

14.1.1. Sidewalk, Driveway, and ADA Design (PS&E)

CITY review comments on the pedestrian facility improvements from the 100% Design will be incorporated into the PS&E set.

14.1.2. Roadway Design (PS&E)

CITY review comments on the roadway plans, profiles, and sections from the 100% Design will be incorporated into the PS&E set.

~~14.1.3. Water and Sanitary Sewer Design (PS&E)~~

Water and sanitary sewer design are not included in this scope of work.

14.1.4. Stormwater Design (PS&E)

CITY review comments on the grading and drainage plans and details from the 100% Design will be incorporated into the PS&E set.

14.1.5. Illumination and Dry Utility Design (PS&E)

CITY review comments on the Illumination and Dry Utility plans and details from the 100% Design will be incorporated into the PS&E set.

14.2 Plan Preparation (PS&E)

DEA will prepare PS&E plans. For the purposes of estimating manhours, the following sheets are anticipated. However, we understand that more or less sheets may be required to adequately convey design intent at PS&E.

PS&E Sheet Count	
Sheet Title	No. of Sheets
Cover Sheet	1
Legend, Abbreviations, and General Notes	1
Summary of Quantities	1
Roadway Sections	1
Site Preparation Plans	2
Roadway Plan & Profiles	2
Roadway Details	1
Grading and Drainage Plans	2
Intersection Grading Details	1
Illumination and Utility Plans	2
Temporary Erosion and Sediment Control Plans	2
Traffic Control Plans	1
Total Anticipated Sheets	17

Assumptions

1. Plans will be prepared at 1"=20' scale for a 22" x 34" sheet and will be plotted to pdf at half size (11" x 17").
2. CITY standard plans will be referenced where possible.
3. Design will conform to CITY standards.

14.3 Cost Estimate (PS&E)

A project cost estimate will be prepared based on the proposed design at the PS&E level.

14.4 Special Provisions (PS&E)

DEA will check for the latest version of WSDOT and APWA special provision and update the special provisions accordingly.

14.5 Contract Time Determination (PS&E)

DEA will update the Contract Time Determination based on revisions made to the PS&E package.

14.6 QC Review of PS&E Design Submittal

Prior to submittal, DEA will perform a detailed review of the PS&E Package in accordance with the project Quality Control Plan. QC Review comments will be addressed prior to submittal to the CITY.

14.7 PS&E Design Submittal

The PS&E plans, estimate, special provisions, and Contract Time Determination will be submitted to the CITY and WSDOT for concurrent review and approval. DEA will compile review comments from the 100% Design submittal to allow the CITY to quickly review changes made between 100% and PS&E.

Assumptions

1. Required revisions, received by e-mail or phone, from the CITY and WSDOT prior to the PS&E Submittal will be incorporated.
2. The CITY will require one (1) week review time for the PS&E Design Submittal.

Deliverables

1. Cost Estimate (signed/stamped) - PDF
2. CPM Schedule for Construction Duration – PDF
3. Special Provisions - MS Word
4. Signed and sealed project plans for the CITY – PDF, 11x17

TASK 15 BID ASSISTANCE

DEA will be available to answer questions and to assist the CITY during the advertising and bidding process. This task assumes that up to 12 hours will be required for bidding assistance.

End of Scope of Services

N/A

Agreement Number:

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Survey basemaps will be prepared in AutoCAD C3D.

B. Roadway Design Files

AutoCAD C3D will be utilized as the Project's design platform.

C. Computer Aided Drafting Files

Computer aided drafting files will be in AutoCAD C3D .dwg format.

Agreement Number:

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

Agency will be provided review sets of documents at all major deliverables (see Section E below)

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

SEPA Checklist

DAHP EZ-1 Form

Geotechnical Summary Memo

Concept Design Roll Plot

Stormwater Design Memo

Design Plans and Cost Estimate (60%)

Design Plans, Cost Estimate, Special Provisions, SWPPP Narrative, and Schedule (90%, 100%, PS&E)

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

City preferred design standards.

City GIS utility information and maps.

Applicable geotechnical reports from previous City projects.

Agreement Number:

II. Any Other Electronic Files to Be Provided

N/A

III. Methods to Electronically Exchange Data

Email or through DEA's internal sharefile server.

A. Agency Software Suite

AutoCAD C3D

B. Electronic Messaging System

Outlook

C. File Transfers Format

PDF's - .pdf

Word - .doc

Excel - .xls

AutoCAD C3D - .dwg

Mircosoft Project - .mpp

Exhibit D
Prime Consultant Cost Computations

See Attached Estimate.

Agreement Number:

Exhibit E

Sub-consultant Cost Computations

If no sub-consultant participation 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.

See attached subconsultant estimate included with Attachment D.

Agreement Number:

Attachment D

~~Exhibit B~~Sager Middle School SRTS Project Improvements
City of College Place

A. Summary of Estimated Man Hours

Role	Name	Hrs.	x	Direct Rate	=	Cost
1 Project Manager / Roadway Design Lead	Heather Calkins	277.0		\$ 68.00		\$18,836
2 Principal-in-Charge	David Witthaus	25.5		\$ 105.00		\$2,678
3 QC Manager	Johnny LeMaster	27.0		\$ 64.00		\$1,728
4 Traffic Lead	Anthony Wilen	44.0		\$ 88.00		\$3,872
5 Engineering Designer	Alex Raymond	393.0		\$ 42.50		\$16,703
6 Survey Manager	Gilbert Bailey	8.5		\$ 72.46		\$616
7 Senior Project Surveyor	Dan Proszek	12.0		\$ 56.72		\$681
8 Senior Office Survey Technician IV	Justin Mickiewicz	12.0		\$ 42.78		\$513
9 Office Survey Technician II	Dana Maier	37.0		\$ 34.96		\$1,294
10 Senior Party Chief III	Bill Summers	31.0		\$ 49.18		\$1,525
11 Party Chief I	Logan Czarnik	0.0		\$ 37.68		\$0
12 Field Survey Technician III	Blake Smith	31.0		\$ 30.56		\$947
13 Survey Project Coordinator II	Kristin Reddy	1.0		\$ 36.28		\$36
14 Environmental Lead	Gray Rand	8.0		\$ 73.00		\$584
15 Environmental Planner	Jiin Brunke	24.0		\$ 52.00		\$1,248
16 Project Coordinator I	Kim Johnson	4.5		\$ 33.40		\$150
17 Project Accountant II	Wendy Gomez	3.0		\$ 39.36		\$118
Total Hrs.		938.5				

Total Raw Labor Cost \$ 51,528

B. Payroll Taxes, Fringe Benefit Costs, and G&A Overhead

Overhead	Total Raw Labor Cost \$51,528.03	x	Overhead Mult. 176.36%	=	\$ 90,875
FCCM	Total Raw Labor Cost \$51,528.03	x	FCCM Mult. 0.90%	=	\$ 464

C. Fixed Fee

Fixed Fee	Total Raw Labor Cost \$51,528.03	x	Fixed Fee Mult. 28.00%	=	\$ 14,428
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Subtotal Labor Costs \$ 157,294

D. Reimbursable Expenses

Direct Expenses	Est. Quantity	Unit	Unit Cost	Total
1 Mileage (Miscellaneous)	420	@ \$	0.70 Mile	\$ 294.00
2 Lodging (rate + 12% tax)	6	@ \$	123.20 Day	\$ 739.20
3 Meals (and Incidentals) - Full Day	6	@ \$	68.00 Day	\$ 408.00
4 Meals (and Incidentals) - Travel Day	1	@ \$	51.00 Day	\$ 51.00
5 Misc. Expense (Copies, Door Hangers, Etc)	0.33	@ \$	500.00 EST	\$ 166.67
6 Woodsaver Milling	0.33	@ \$	2,000.00 LS	\$ 666.67
Survey				
7 Survey Miles	160	@ \$	0.70 Mile	\$ 112.00
8 Control Rebar Supplies	0	@ \$	5.00 EA	\$ -
9 Misc. Survey Supplies (Flagging, Lathe, etc.)	0	@ \$	100.00 LS	\$ -
10 ROW Monuments	0	@ \$	5.00 EA	\$ -
11 Existing Monument Carsonite Posts/Stickers	0	@ \$	5.00 LS	\$ -
12 Control Markers	0	@ \$	5.00 EA	\$ -
13 Private Utility Locates	0	@ \$	1,000.00 EA	\$ -
14 Title Reports	0	@ \$	500.00 EA	\$ -
15 Title Company Research	0	@ \$	100.00 HR	\$ -
16 Static Laser Scanner Equipment	0	@ \$	500.00 EA	\$ -
17 Bathymetric Boat	0	@ \$	500.00 LS	\$ -
18 Static 3D Laser Scanner	2	@ \$	600.00 Day	\$ 1,200.00
Subtotal Reimbursable Expenses				\$ 3,638

David Evans and Associates Subtotal \$ 160,932

D. Salary Adjustment

Total Raw Labor Cost + Overhead	per year	% of Contract with Adjustment
\$51,528.03	x	x
		\$0.00

E. DEA Total

\$ 160,932.46

F. Subconsultants & Additional Services Total

	-	W/DBE	M/DBE	
1 Contract Land Staff	-	-		\$ 344.94
2	-	-		\$ -
Total	0.00%	0.00%		
Subconsultants Subtotal				\$ 344.94

PROJECT TOTAL (E + F) = \$ 161,277

Attachment D

~~Exhibit B~~

**Sager Middle School SRTS Project Improvements
City of College Place**

Contract Land Staff**A. Summary of Estimated Man Hours**

	Role	Name	Hrs.	x	Direct Rate	=	Cost
1	Sr. Project Manager		2		\$62.50		\$125
2	Project Manager		0		\$57.69		\$0
3	Sr. Right of Way Agent		0		\$48.08		\$0
4	Right of Way Agent		0		\$36.06		\$0
5	Right of Way Tech		0		\$36.06		\$0
Total Hrs.			2				

Total Raw Labor Cost \$ 125

B. Payroll Taxes, Fringe Benefit Costs, and G&A Overhead

Overhead	Total Raw Labor Cost \$125.00	x	Overhead Mult. 147.95%	=	\$	185
FCCM	Total Raw Labor Cost \$125.00	x	FCCM Mult. 0.00%	=	\$	-

C. Fixed Fee

Fixed Fee	Total Raw Labor Cost \$125.00	x	Fixed Fee Mult. 28.00%	=	\$	35
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Subtotal Labor Costs \$ 345

D. Reimbursable Expenses

	Direct Expenses	Est. Quantity	Unit	Unit Cost	Total
1	Mileage	0	trips @	\$ 0.70 /gallon	\$ -
2	Waiver Valuation	0	days @	\$ 2,000.00 /day	\$ -
3	Meals (and incidentals) - Travel Day	0	days @	\$ 51.00 /day	\$ -
4	Meals (and Incidentals) - Full Day	0	days @	\$ 68.00 /day	\$ -
5	Print/Copy by Vendor (B&W)	0	@	\$ - /EA	\$ -
6	Print/Copy by Vendor (Color)	0	@	\$ - /EA	\$ -
7	Copies	0	pages @	\$ - /page	\$ -

Subtotal Reimbursable Expenses \$ -

E.**Salary Adjustment**

Total Raw Labor Cost + Overhead \$125.00	x	per year 4%	% of Contract with Adjustment x	\$0
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CONTRACT LAND STAFF, INC TOTAL (A through D)	=	\$345
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LABOR HOURS			1	2	3	4	5	6	7	8	9	10	12	13	14	15	16	17						1	2	3	4	5						
Work Element #	Work Element	Total Hours	David Evans and Associates, Inc.	Project Manager / Roadway Design Lead	Principal-in-Charge	QC Manager	Traffic Lead	Engineering Designer	Survey Manager	Senior Project Surveyor	Senior Office Survey Technician IV	Office Survey Technician II	Senior Party Chief III	Field Survey Technician III	Survey Project Coordinator II	Environmental Lead	Environmental Planner	Project Coordinator I	Project Accountant II		Subtotal DEA Hours	Subtotal Labor Cost	Subtotal Overhead	Total Labor and Overhead	CLS	Sr. Project Manager	Project Manager	Sr. Right of Way Agent	Right of Way Agent	Right of Way Tech	Subtotal CLS Hours	Subtotal Labor Cost	Subtotal Overhead	Total Labor and Overhead
				\$68.00	\$105.00	\$64.00	\$88.00	\$42.50	\$72.46	\$56.72	\$42.78	\$34.96	\$49.18	\$30.56	\$36.28	\$73.00	\$52.00	\$33.40	\$39.36			177.26%		\$62.50		\$57.69	\$48.08	\$36.06	\$36.06			147.95%		
1.0	Project Administration	31.5		23	1													4.5	3		32	\$1,896	\$3,362	\$5,258										
1.1	Project Management	16.0		16																		16	\$1,088	\$1,929		\$3,017								
1.2	Project Setup	3.5		0.5															2	1		4	\$140	\$248		\$389								
1.3	Subconsultant Coordination	1.0		0.5															0.5			1	\$51	\$90		\$141								
1.4	Quality Management Plan	1.0			1																	1	\$64	\$113		\$177								
1.5	Project Schedule	4.0		4																		4	\$272	\$482		\$754								
1.6	Monthly Progress Reports and Invoices	6.0		2															2	2		6	\$282	\$499		\$781								
2.0	Coordination and Meetings	49.5		26	5	6.5	4	6								4						50	\$3,472	\$6,154		\$9,626								
2.1	Kickoff Meeting	4.0		2		2																4	\$264	\$468		\$732								
2.2	CITY Coordination	10.0		6	2	2																10	\$746	\$1,322		\$2,068								
2.3	Consultant Team Coordination and Meetings	22.0		6	2	2	4	4								4						22	\$1,560	\$2,765		\$4,325								
2.4	WSDOT Coordination Meetings	2.0		1	1																	2	\$173	\$307		\$480								
2.5	Local Resident Coordination	11.5		11		0.5		2														12	\$729	\$1,292		\$2,021								
2.5.1	Notification to Property Owners	1.5		1		0.5																2	\$100	\$177		\$277								
2.5.2	Preparation and Delivering of Door Hangers	10.0		8				2														10	\$629	\$1,115		\$1,744								
2.5.3	Coordination with Sager Middle School			2																														
3.0	Environmental Documentation	32.0		2	1	1										4	24					32	\$1,845	\$3,270		\$5,115								
3.1	SEPA	24.5		1	0.5	1										2	20					25	\$1,371	\$2,429		\$3,800								
3.2	DAHP EZ-1	7.5		1	0.5											2	4					8	\$475	\$841		\$1,316								
4.0	Utilities Coordination	7.5		2.5		2		3														8	\$426	\$754		\$1,180								
4.1	Initial Utility Contacts	1.5		0.5				1														2	\$77	\$136		\$212								
4.2	Utility Coordination and Meetings	6.0		2		2		2														6	\$349	\$619		\$968								
5.0	Geotechnical Engineering	5.5		4	0.5	1																6	\$389	\$689		\$1,077								
5.4	Field Investigation																																	
5.2	Geotechnical Research & Memo Preparation	5.5		4	0.5	1																6	\$389	\$689		\$1,077								
6.0	Surveying	136.0		3.5					8.5	12	12	37	31	31	1							136	\$5,850	\$10,369		\$16,219								
6.1	Develop Control Network	13.0							1	2			5	5								13	\$585	\$1,036		\$1,621								
6.1.1	Notifications (completed under Task 2)																																	
6.1.2	Development of GPS Control Network	13.0							1	2			5	5								13	\$585	\$1,036		\$1,621								
6.2	ObtainTopographic Mapping Survey	87.5		1.5					5	5	10	25	20	20	1							88	\$3,681	\$6,525		\$10,205								
6.2.1	Topographic Surveying	31.5	0.5					1	1			14	14	1							32	\$1,316	\$2,332	\$3,648										
6.2.2	Utilities	21.5	0.5					2	2	5		6	6								22	\$985	\$1,745	\$2,730										
6.2.3	Develop Topographic Survey with Digital Terrain Model (DTM)	34.5	0.5					2	2	5	25										35	\$1,380	\$2,447	\$3,827										
6.3	Develop Right-of-Way Lines	35.5	2					2.5	5	2	12	6	6								18	\$727	\$1,288	\$2,015										
6.3.1	Research	5.5						0.5	1	2	2										6	\$248	\$440	\$689										
6.3.2	Field Survey of Existing Roadway Centerline Monuments	12.0										6	6								12	\$478	\$848	\$1,327										
6.4	Prepare Final Base Mapping Products	18.0	2					2	4		10										18	\$857	\$1,520	\$2,377										
7.0	Right-of-Way Consultation	3.0	0.5	0.5																	1	\$87	\$153	\$240		2				2	\$125	\$185	\$310	
7.1	Right of Way Consultation	3.0	0.5	0.5																	1	\$87	\$153	\$240		2				2	\$125	\$185	\$310	
8.0	Arborist Report	1.0	1																		1	\$68	\$121	\$189										
8.1	Arborist Consultation and Report	1.0	1																		1	\$68	\$121	\$189										
9.0	Landscape Architecture	7.0	1					6													7	\$323	\$573	\$896										

LABOR HOURS			1	2	3	4	5	6	7	8	9	10	12	13	14	15	16	17						1	2	3	4	5					
Work Element #	Work Element	Total Hours	David Evans and Associates, Inc.	Project Manager / Roadway Design Lead	Principal-in-Charge	QC Manager	Traffic Lead	Engineering Designer	Survey Manager	Senior Project Surveyor	Senior Office Survey Technician IV	Office Survey Technician II	Senior Party Chief III	Field Survey Technician III	Survey Project Coordinator II	Environmental Lead	Environmental Planner	Project Coordinator I	Project Accountant II	Subtotal DEA Hours	Subtotal Labor Cost	Subtotal Overhead	Total Labor and Overhead	CLS	Sr. Project Manager	Project Manager	Sr. Right of Way Agent	Right of Way Agent	Right of Way Tech	Subtotal CLS Hours	Subtotal Labor Cost	Subtotal Overhead	Total Labor and Overhead
	direct rates:			\$68.00	\$105.00	\$64.00	\$88.00	\$42.50	\$72.46	\$56.72	\$42.78	\$34.96	\$49.18	\$30.56	\$36.28	\$73.00	\$52.00	\$33.40	\$39.36			177.26%			\$62.50	\$57.69	\$48.08	\$36.06	\$36.06			147.95%	
11.2	Plan Preparation (60%)	152.0		44			8	100												152	\$7,946	\$14,085	\$22,031										
11.3	Cost Estimate (60%)	4.5		2			0.5	2												5	\$265	\$470	\$735										
11.4	QC Review of 60% Design Submittal	6.0		1	2	2	1													6	\$494	\$876	\$1,370										
11.5	60% Design Review Meeting	5.5		2	2	1	0.5													6	\$454	\$805	\$1,259										
11.6	Field Review of 60% Design	3.0		1	1	1														3	\$237	\$420	\$657										
12.0	Design & Plan Preparation (90%)	208.5		62	4.5	3.5	11.5	127												209	\$11,322	\$20,069	\$31,391										
12.1	Design (90%)	35.0		8			3	24												35	\$1,828	\$3,240	\$5,068										
12.1.1	Sidewalk, Driveway, and ADA Design (90%)	8.0		2				6												8	\$391	\$693	\$1,084										
12.1.2	Roadway Design (90%)	8.0		2				6												8	\$391	\$693	\$1,084										
12.1.3	Water and Sanitary Sewer Design (90%)																																
12.1.4	Stormwater Design (90%)	8.0		2				6												8	\$391	\$693	\$1,084										
12.1.5	Illumination and Dry Utility Design (90%)	11.0		2			3	6												11	\$655	\$1,161	\$1,816										
12.2	Plan Preparation (90%)	134.0		30			4	100												134	\$6,642	\$11,774	\$18,416										
12.3	Cost Estimate (90%)	4.5		2			0.5	2												5	\$265	\$470	\$735										
12.4	Special Provisions (90%)	16.0		14			2													16	\$1,128	\$1,999	\$3,127										
12.5	SWPPP Narrative Preparation	3.0		2				1												3	\$179	\$316	\$495										
12.6	Contract Time Determination (90%)	3.5		2	0.5	0.5	0.5													4	\$265	\$469	\$733										
12.7	QC Review of 90% Design Submittal	7.0		2	2	2	1													7	\$562	\$996	\$1,558										
12.8	90% Design Review Meeting	5.5		2	2	1	0.5													6	\$454	\$805	\$1,259										
13.0	Design & Plan Preparation (100%)	77.0		30.5	4	3	5.5	34												77	\$4,615	\$8,181	\$12,796										
13.1	Design (100%)	17.0		8			1	8												17	\$972	\$1,723	\$2,695										
13.1.1	Sidewalk, Driveway, and ADA Design (100%)	4.0		2				2												4	\$221	\$392	\$613										
13.1.2	Roadway Design (100%)	4.0		2				2												4	\$221	\$392	\$613										
13.1.3	Water and Sanitary Sewer Design (100%)																																
13.1.4	Stormwater Design (100%)	4.0		2				2												4	\$221	\$392	\$613										
13.1.5	Illumination and Dry Utility Design (100%)	5.0		2			1	2												5	\$309	\$548	\$857										
13.2	Plan Preparation (100%)	41.0		14			2	25												41	\$2,191	\$3,883	\$6,073										
13.3	Cost Estimate (100%)	3.5		2			0.5	1												4	\$223	\$394	\$617										
13.4	Special Provisions (100%)	2.5		2			0.5													3	\$180	\$319	\$499										
13.5	Contract Time Determination (100%)	0.5		0.5																1	\$34	\$60	\$94										
13.6	QC Review of 100% Design Submittal	7.0		2	2	2	1													7	\$562	\$996	\$1,558										
13.7	100% Design Review Meeting	5.5		2	2	1	0.5													6	\$454	\$805	\$1,259										
14.0	Design & Plan Preparation (PS&E)	30.5		11	2	2	1	14.5												31	\$1,790	\$3,173	\$4,964										
14.1	Design (PS&E)	6.5		2			0.5	4												6.5	\$350	\$620	\$970										
14.1.1	Sidewalk, Driveway, and ADA Design (PS&E)	1.5		0.5				1												1.5	\$77	\$136	\$212										
14.1.2	Roadway Design (PS&E)	1.5		0.5				1												2	\$77	\$136	\$212										
14.1.3	Water and Sanitary Sewer Design (PS&E)																																
14.1.4	Stormwater Design (PS&E)	1.5		0.5				1												2	\$77	\$136	\$212										
14.1.5	Illumination and Dry Utility Design (PS&E)	2.0		0.5			0.5	1												2	\$121	\$214	\$334										
14.2	Plan Preparation (PS&E)	10.0		2				8												10	\$476	\$844	\$1,320										
14.3	Cost Estimate (PS&E)	1.0		0.5				0.5												1	\$55	\$98	\$153										
14.4	Special Provisions (PS&E)	2.0		2																2	\$136	\$241	\$377										
14.5	Contract Time Determination (PS&E)	0.5		0.5																1	\$34	\$60	\$94										
14.6	QC Review of PS&E Design Submittal	6.5		2	2	2	0.5													7	\$518	\$918	\$1,436										
14.7	PS&E Design Submittal	4.0		2				2												4	\$221	\$392	\$613										
15.0	Bid Assistance	5.0		4			0.5	0.5												5	\$337	\$598	\$935										
15.1	Bid Assistance	5.0		4			0.5	0.5												5	\$337	\$598	\$935										
	Total Labor Hours	938.5		277.0	25.5	27.0	44.0	393.0	8.5	12.0	12.0	37.0	31.0	31.0	1.0	8.0	24.0	4.5	3.0	936.5	\$1392.0	\$1097.5	\$142489.6		2.0					2.0	125.0	184.9	309.9

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, *(Title of Modal Operating 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 Modal Operating Administration 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 Modal Operating Administration 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 *(Title of Modal Operating 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 *(Title of Modal Operating 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 *(Title of Modal Operating 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 *(Title of Modal Operating 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 Documents

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

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
David Evans and Associates, Inc.

whose address is 908 N. Howard Street, Suite 300
Spokane, WA 99201

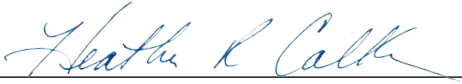
and that neither the above firm nor I have:

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

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

David Evans and Associates, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

12/11/25

Date

Agreement Number:

Exhibit G-1(b) Certification of City of College Place

I hereby certify that I am the:

☒ Project Manager

☐ Other

of the City of College Place, and David Evans and Associates, 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; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration
of any kind; except as hereby expressly stated (if any):

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

Signature

Date

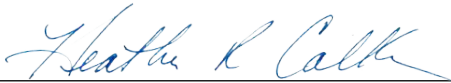
Agreement Number:

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

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

David Evans and Associates, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

12/11/25

Date

Agreement Number:

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

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

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

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

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

David Evans and Associates, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

12/11/25

Date

Agreement Number:

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of Davis Elementary School Area SRTS Imp. * are accurate, complete, and current as of August 15, 2025

Firm: David Evans and Associates, Inc.

Signature

Title

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
 **Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
 ***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

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

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

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

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

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

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

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

Notes: Cost of added insurance requirements: \$

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

Agreement Number:

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Agreement Number:

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.

Agreement Number:

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) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met 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.

Agreement Number:

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

Agreement Number:

AGREEMENT

for

OPERATIONS, MAINTENANCE and
MANAGEMENT SERVICES for the City
of College Place

AGREEMENT FOR OPERATIONS, MAINTENANCE AND MANAGEMENT SERVICES

THIS AGREEMENT is made and entered into this 16th day of March 2016, (“Effective Date”) by and between the City of College Place, Washington, whose address for any formal notice is 619 S. College Avenue, College Place, Washington 99324 (hereinafter “Owner”) and Operations Management International, Inc., whose address for any formal notice is 9191 South Jamaica Street, Englewood, CO 80112 (hereinafter “CH2M”). Collectively referred to as the “Parties”.

STATEMENT OF PURPOSE

WHEREAS, the Owner owns certain facilities and systems which are further described in **Appendix C**; and

WHEREAS, Owner desires to employ CH2M to perform certain operation and maintenance services as further described in **Appendix A** under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, Owner and CH2M agree as follows:

1. DEFINITIONS

- 1.1 “Adequate Nutrients” means plant influent nitrogen, phosphorous, and iron contents proportional to BOD5 in the ratio of five (5) parts nitrogen, one (1) part phosphorous, and one-half (0.5) part iron for each one hundred (100) parts BOD5.
- 1.2 “Base Fee” means the compensation paid by Owner to CH2M for the base services defined in **Appendix A** of this Agreement for any year of the Agreement. The Base Fee is specified in **Appendix D** and will be renegotiated annually. The Base Fee shall include Owner’s expenses for operating the project as listed in **Appendix D**. This compensation does not include payments for requests by Owner that are incidental to or outside the Scope of Services as defined herein.
- 1.3 “Biologically Toxic Substances” means any substance or combination of substances contained in the plant influent in sufficiently high concentrations so as to interfere with the biological processes necessary for the removal of the organic and chemical constituents of the wastewater required to meet the discharge requirements of any of Owner’s Permits as listed in **Appendix F** below. Biologically Toxic Substances include but are not limited to heavy metals, phenols, cyanides, pesticides, and herbicides.
- 1.4 “BOD” means Biochemical Oxygen Demand.
- 1.5 “Capital Expenditures” means any expenditures for (1) the purchase of new equipment or facility items that cost more than One Thousand Dollars (\$1,000.00); or (2) Major Repairs; or (3) expenditures that are planned, non-routine, and budgeted by Owner. Owner is responsible for payment of any Capital Expenditures, unless otherwise agreed to by the Parties.

- 1.6 “Change in the Scope” means those events or services which either change the basis of Cost or add additional scope to the services defined in **Appendix A**.
- 1.7 “Commencement Date” shall mean the date services shall begin for the Owner under this Agreement as defined in Section 2.1.
- 1.8 “Initial Term” means the first term of the Agreement as defined in Section 2.1.
- 1.9 “Major Repairs” mean those Repairs that significantly extend equipment or facility service life and cost more than Five Thousand Dollars (\$5,000.00).
- 1.10 “Permit” means the permits issued to the Owner for the operation of its facilities and services. This includes the NPDES Permit No. #WA0020656 Copies of these Permits are attached to this Agreement as **Appendix F**.
- 1.11 “Preventive Maintenance” means those routine and/or repetitive activities required or recommended by the equipment or facility manufacturer or CH2M to maximize the service life of the equipment, sewer, vehicles, and facility.
- 1.12 “Project” means all equipment, vehicles, grounds, and facilities described in **Appendix C** and **Appendix E**.
- 1.13 “Renewal Term” means any extended term of this Agreement beyond the Initial Term of the Agreement as defined in Section 2.1.
- 1.14 “Repairs” means those non-routine/non-repetitive activities required for operational continuity, safety, and performance generally resulting from failure or to avert a failure of the equipment, sewer, vehicle, or facility or some component thereof.
- 1.15 “Repair Limit” means the total Repair expenditures for the Project. Owner shall be billed for its Repair Limit as specified in **Appendix D**. Labor costs for Repairs performed by CH2M staff assigned to the Project shall not be applied to the Repairs Limit. All Repairs to the Collection System to components greater than 5 feet in depth or 20 feet in length shall be considered beyond the capability of project staff and will be performed by a sub-contractor. However, CH2M’s specialized maintenance personnel not assigned to the Project, who provide such specialized services, such as, but not limited to, vibration, thermographic and electrical analyses, instrumentation Repairs shall be charged to the Repair Limit. **Appendix D** shall list the annual Repair Limit applicable to this Agreement. The Repair Limit is subject to annual adjustment as agreed upon by Owner and CH2M.
- 1.16 “TSS” means total suspended solids.
- 1.17 “Unforeseen Circumstances” means any event or condition which has an effect on the rights or obligations of the Parties under this Agreement, or upon the Project, which is beyond the reasonable control of the party relying thereon and constitutes a justification for a delay in or non-performance of action required by this Agreement, including but not limited to (i) an act of God, landslide, lightening, earthquake, tornado, fire, explosion,

flood, failure to possess sufficient property rights, acts of the public enemy, war blockade, sabotage, insurrection, riot or civil disturbance or a pandemic event; (ii) any change in law, regulation, rule, requirement, interpretation or statute adopted, promulgated, issued or otherwise specifically modified or changed by any local, state, provincial, federal or other governmental body; (iii) labor disputes, strikes, work slowdowns or work stoppages, but excluding labor disputes, strike or work slowdowns or stoppages by employees of CH2M; (iv) the presence of Biologically Toxic Substances in the influent or the presence of hazardous wastes, materials or liquids in the influent or raw water supply, which detrimentally affect the machinery, infrastructure or processes at the Project; and (v) loss of or inability to obtain service from a utility necessary to furnish power for the operation and maintenance of the Project.

2. TERM

- 2.1 The Initial Term of this Agreement shall be for five (5) years commencing on April 1, 2016 (the "Commencement Date"). Thereafter, this Agreement shall be automatically renewed for successive terms of five (5) years each ("Renewal Term") unless cancelled by either party not less than one hundred twenty (120) calendar days prior to expiration.
- 2.2 Either party may terminate this Agreement, for its convenience upon ninety (90) calendar days' prior written notice to the non-terminating party.
- 2.3 Either party may terminate this Agreement for a material breach of this Agreement by the other party after giving written notice of the breach and allowing the other party a reasonable time to correct the breach. Excepting breaches by Owner for non-payment of CH2M's invoices, neither party shall terminate this Agreement without giving the other party thirty (30) calendar days' written notice of intent to terminate for failure of the other party to correct the breach within a reasonable time.
- 2.4 CH2M has contracted for services under this Agreement based on CH2M's agreement for O&M services for the City of Walla Walla. In the event that CH2M's relationship with Walla Walla ends during any term of this Agreement, the Parties agree to renegotiate the compensation for this Agreement. If the Parties cannot reach an agreement, this Agreement shall terminate.
- 2.5 Upon notice of termination by Owner, CH2M shall assist Owner in assuming operation of the Project. If additional Cost is incurred by CH2M at the request of Owner, Owner shall pay CH2M such Cost within fifteen (15) calendar days of invoice receipt.
- 2.6 Upon termination of this Agreement and all renewals and extensions of it, CH2M will return the Project to Owner in the same condition as it was upon the Commencement Date of this Agreement, ordinary wear and tear excepted. Equipment and other personal property purchased by CH2M for use in the routine operation or maintenance practices of the Project and billed to the Project shall become the property of the Owner upon termination of this Agreement, provided that Owner has reimbursed CH2M for such equipment and other personal property. However, any equipment or personal property

that is purchased by CH2M and not billed to the Owner shall be the property of CH2M and shall be removed from the Project by CH2M at the termination of this Agreement.

3. SERVICES AND STANDARD OF PERFORMANCE

- 3.1 CH2M shall perform the services set forth in **Appendix A** for the facilities described in **Appendix C**, within the design capacity and capability of these facilities as further described in **Appendix B**.
- 3.2 CH2M shall perform the services with the degree of skill and diligence normally employed by operations and maintenance personnel performing the same or similar services.

4. OWNER RESPONSIBILITIES

- 4.1 The Owner shall pay for all Capital Expenditures, as defined in Section 1.5. Any loss, damage or injury resulting from Owner's failure to provide Capital Expenditures and/or funds when reasonably requested by CH2M shall be the sole responsibility of Owner.
- 4.2 Maintain and renew, with respect to all existing portions of the Project, warranties, guarantees, easements, permits, authorizations and licenses that have been granted to the Owner, to the extent the maintenance thereof is not a responsibility of CH2M herein. All land, buildings, facilities, easements, licenses, structures, rights-of-way, equipment and vehicles presently or hereinafter acquired by Owner shall remain the exclusive property of Owner unless specifically provided for otherwise by the Parties.
- 4.3 Pay all amounts associated with the occupancy or operation of the Project and the performance of the obligations as listed in **Appendix A** including but not limited to all excise, ad valorem, property, franchise, occupational and disposal taxes, or other taxes associated with the Project, other than taxes imposed upon CH2M's net income and/or payroll taxes for CH2M employees.
- 4.4 The Owner shall provide CH2M within a reasonable time after request, any piece of Owner's heavy equipment that is available so that CH2M may discharge its obligations under this Agreement in the most cost-effective manner. In emergency situations Owner will use its best efforts to provide such equipment within one (1) hour of the request.
- 4.5 The Owner shall provide all registrations, licenses and insurance for Owner's vehicles and heavy equipment used in connection with the Project.
- 4.6 The Owner shall provide for CH2M's use of all vehicles and equipment currently in use at the Project, including the vehicles described in **Appendix E**. Such vehicles and equipment shall be in road safe condition. CH2M shall be responsible for the cost of operation, maintenance and fuel for such vehicles and equipment, unless otherwise agreed to between the parties. Owner shall retain title and ownership of such vehicles and equipment. Use of such vehicles and equipment by CH2M shall be limited to duties and use within the course and scope of this Agreement, unless otherwise agreed to in writing by the Parties. The Parties may supplement this Agreement to provide for an

agreed schedule of replacement of such vehicles and equipment and provision of any other insurance coverage deemed necessary or appropriate.

- 4.7 The Owner agrees to not offer employment or other compensation to all Project personnel of CH2M directly working on this Project, for a period of two (2) years after the end date of this Agreement or said employee's re-assignment from this Project.
- 4.8 Owner shall provide to CH2M all data in Owner's possession relating to the Project, including but not limited to operations and maintenance manuals, warranties or any other data necessary to operate, manage and maintain the Project. CH2M will reasonably rely upon the accuracy and completeness of the information provided by the Owner.
- 4.9 Owner warrants that during the interim period between the initial Project inspection by CH2M during the bidding process and the commencement of CH2M's services hereunder, the Project, facilities and equipment have been operated only in the normal course of business, all scheduled and proper maintenance has been performed and there are no issues known to Owner regarding the condition of the facilities or the Project, and/or any equipment used by the Project or facilities. Owner warrants and agrees that it will turn over the Project, facilities and equipment to CH2M in good working order and in compliance with the NPDES permit(s) and all other applicable laws, rules and regulations. In the event Owner fails to comply with the provisions of this clause, Owner shall be liable for all costs incurred by CH2M as a result of such failure.

5. COMPENSATION AND PAYMENT

Compensation for the services is described in **Appendix D**.

6. INDEMNITY AND LIABILITY

- 6.1 CH2M hereby agrees to indemnify and hold Owner harmless from any claim, liability or damages for property damage or bodily injury, including death, which may arise from CH2M's negligent operations under this Agreement, to the proportionate extent such negligence contributed to the damages, injury, or loss, whether such negligent operation be by CH2M or by a subcontractor of CH2M.
- 6.2 Owner agrees to indemnify and hold CH2M harmless from any claim, liability or damages for property damage or bodily injury, including death, which may arise, except to the proportionate extent caused by the negligence or willful misconduct of CH2M, its employees or its subcontractors.
- 6.3 CH2M and Owner recognize that existing conditions within collection systems varies and that failures may occur in the systems over time. CH2M agrees to exercise due diligence to maintain free-flowing conditions within these systems and to clean the sanitary collection system in accordance with the schedule set forth in **Appendix A**, but may not be able to prevent blockages or backups, particularly in sections of the system that have not yet been cleaned. Therefore, Owner agrees to defend CH2M against claims for injury, property damage, or economic loss arising from failures in the sanitary collection systems until such time as it is established by a finder of fact that such claims were caused by

CH2M's negligence. Furthermore, Owner agrees to indemnify CH2M against such claims for injury, property damage, or economic loss arising from failures in the sanitary collection systems unless such claims are caused by CH2M's negligence. This article takes precedence over any conflicting article of this Agreement, and extends to CH2M, its officers, employees, and subcontractors.

- 6.4 CH2M's responsibility is to operate the facilities in compliance with current laws and regulations, to the extent of their design and physical capacity. It is not part of CH2M's scope to test for or eliminate water borne bacteria or viruses except as required by current laws and regulations.

7. HAZARDOUS SUBSTANCES

- 7.1 If asbestos or hazardous substances in any form are encountered or suspected on the site, CH2M will stop its own work in the affected portions of the site to permit testing and evaluation.
- 7.2 If asbestos is suspected on the site, Client shall, in a timely manner, have a qualified contractor perform remediation services. CH2M will have no obligation to resume its performance of the services until it receives adequate proof that the affected area has been treated.
- 7.3 If hazardous substances other than asbestos are suspected on the site where the services are to be performed, the Parties may agree for CH2M to conduct tests to determine the extent of the hazardous condition and recommend necessary remedial measures. These services shall be performed under a separate agreement to be negotiated by the Parties and for an additional fee.
- 7.4 CH2M shall not be liable for any delays in performing the services which are caused by or related to the presence of asbestos or another hazardous substance.
- 7.5 CH2M assumes no risk and/or liability for any hazardous waste or conditions present at the site prior to the commencement of this Agreement or for any hazardous waste or conditions attributable to any party other than CH2M.
- 7.6 It is understood and agreed that, in seeking the services of CH2M under this Agreement, Owner is requesting CH2M to undertake inherently unsafe obligations for Owner's benefit involving the presence or potential presence of hazardous substances. Therefore, Owner agrees to hold harmless, indemnify, and defend CH2M from and against any and all claims, losses, damages, liability, and costs including, but not limited to, costs of defense arising out of or in any way connected with the presence, discharge, release, or escape of contaminants of any kind, excepting only such liability as may arise out of the negligence or willful misconduct of CH2M, its employees or its subcontractors in the performance of services under this Agreement.

8. FINES AND CIVIL PENALTIES

- 8.1 CH2M shall be liable for fines or civil penalties which may be imposed by a regulatory or enforcement agency for violations occurring on or after the Commencement Date, as a result of the failure to comply with the terms and conditions of any duly authorized permit, court order, administrative order, law, statute, or ordinance, resulting and to the extent of CH2M's breach, negligence or willful misconduct during the term of this Agreement. Owner will assist CH2M to contest any such fines in administrative proceedings and/or in court prior to any payment by CH2M. CH2M shall pay the costs of contesting any such fines.
- 8.2 CH2M shall not be liable for fines or civil penalties that result from violations (i) that occurred prior to the Commencement Date of this Agreement; (ii) for the effects of prior violations that have contributed to the assessment of any fine or civil penalty caused by CH2M's negligent operations; or (iii) are otherwise directly related to the ownership of the Project.

9. INSURANCE

- 9.1 CH2M shall provide the following insurances throughout the term of the Agreement, and shall provide to Owner Certificates of Insurance demonstrating compliance with this provision:
- 9.1.1 Statutory Worker's Compensation and Employers Liability Insurance as required by the State in which the Project is located.
 - 9.1.2 Comprehensive Automobile and Vehicle Liability Insurance with Two Million Dollars (\$2,000,000) combined single limits covering claims for injuries to members of the public and/or damages to property of others arising from the use of CH2M owned or leased motor vehicles, including onsite and offsite operations.
 - 9.1.3 Commercial General Liability Insurance with limits of Five Million Dollars (\$5,000,000) per occurrence and in the aggregate, covering claims for injuries to members of the public or damages to property of others arising out of any covered act or omission of CH2M or any of its employees, or subcontractors.
- 9.2 Owner will maintain the following insurances throughout the term of the Agreement, and shall provide CH2M with Certificates of Insurance to demonstrate compliance with this provision:
- 9.2.1 Property Damage Insurance for all property including Owner supplied vehicles and equipment for the full fair market value of such property.
 - 9.2.2 Liability Insurance for all motor vehicles and equipment provided by Owner and operated by CH2M under this Agreement.

- 9.3 Owner and CH2M will provide for a waiver of subrogation against the other as to all insurances required to be carried hereunder, and each party waives any claim against the other arising in contract or in tort which are covered by their respective insurance hereunder.
- 9.4 Insurance Certificates.
- 9.4.1 The Parties shall provide certificates of insurances, insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section 9 and its subsections shall be indicated on each certificate of insurance. Certificates of insurance shall reference the project name as identified on the first page of this Agreement.
- 9.4.2 In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the party shall furnish, at least sixty (60) calendar days prior to the expiration of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension hereunder is in effect and has been secured for the balance of the Agreement period.
- 9.4.3 In the event that an insurance certificate evidencing the renewed coverage is not immediately available, that party shall provide to the other party, upon request, a memorandum of insurance, which shall be sufficient interim proof of continued coverage. The party shall furnish the insurance certificates to the other party immediately upon the first party's receipt.

10. LABOR DISPUTES

In the event activities by Owner's employee groups or unions causes disruption in CH2M's ability to perform its obligations under this Agreement, Owner, with CH2M's assistance, or CH2M at its own option, may seek appropriate injunctive court orders during any such disruption, CH2M shall operate the facilities on a best efforts basis until any such disruptions cease, but CH2M cannot assure compliance with all contract conditions.

11. UNFORESEEN CIRCUMSTANCE

- 11.1 Neither party shall be liable for damages, delays, or failure to perform its obligations under this Agreement if such failure is due to any Unforeseen Circumstance beyond its reasonable control. The party invoking this clause shall notify the other party immediately by verbal communication and in writing of the nature and extent of the contingency within ten (10) business days after its occurrence, and shall take reasonable measures to mitigate any impact of an Unforeseen Circumstance.
- 11.2 In the case of Unforeseen Circumstances, Owner agrees to pay any Costs (including without limitation all overtime charges and additional equipment charges) incurred by CH2M in connection with the Unforeseen Circumstance.

12. ACCESS TO FACILITIES AND PROPERTIES

- 12.1 Owner will make its facilities accessible to CH2M as required for CH2M's performance of its services, and will secure access to any other Owner property necessary for performance of CH2M's services.
- 12.2 CH2M shall provide 24-hour per day access to Project for Owner's personnel. Visits may be made at any time by any of Owner's employees so designated by Owner's Representative. Keys for the Project shall be provided to Owner by CH2M. All visitors to the Project shall comply with CH2M's operating and safety procedures.

13. CHANGES

- 13.1 Owner and CH2M may, from time to time, make changes to this Agreement or to any of the services performed under this Agreement. All changes, including changes to the services or to the compensation paid under this Agreement, must be mutually agreed upon and in writing in the form of a change order, modification or amendment to the Agreement executed by both parties.
- 13.2 Owner and CH2M may agree to out of scope services performed under the terms of this Agreement. Any out of scope services shall be mutually agreed in writing. Compensation for the out of scope services will be invoiced to Owner in an amount equal to CH2M's cost plus seventeen percent (17%) and shall be due and payable by Owner commencing the month following the Change in Scope.
- 13.3 A change in scope of services ("Change in Scope") shall occur when and as CH2M's costs of providing services under this Agreement change as a result of:
 - 13.3.1 Any change in Project operations, personnel qualifications, required certification, staffing or other cost which is a result of an Unforeseen Circumstance. Such Changes in Scope will be invoiced to Owner in an amount equal to CH2M's cost plus seventeen percent (17%) and shall be due and payable by Owner commencing the month following the Change in Scope occurs.
 - 13.3.2 Increases or decreases of not less than ten percent (10%) in the Wastewater Treatment Plant influent flow or loadings, as set forth in **Appendix B**, as demonstrated by a twelve month floating average compared to the twelve month period ending on the Commencement Date of this Agreement. Such Changes in Scope will be invoiced to Owner in an amount equal to CH2M's cost plus seventeen percent (17%).
 - 13.3.3 Increases in CH2M's labor costs as a result of prevailing wage rates being applied at any time to the service being provided by CH2M to Owner. In the event that prevailing wage rates are determined to be applicable, the Parties agree to negotiate a change in the Base Fee for CH2M's additional costs.

- 13.3.4 Increases or decreases in rates or other related charges (including taxes) imposed upon CH2M by a taxing authority – excluding taxes based on CH2M's net income. In such event, the Base Fee shall be increased (or decreased) by an amount equal to CH2M's additional (reduced) cost associated with the change in rates or other related charges described above.
- 13.3.5 Maintenance and services related to Owner's tree farm are specifically excluded from the services provided by CH2M. If Owner wishes for CH2M to provide such services, such services will be a Change in Scope or an Out of Scope service.
- 13.3.6 Owner's request of CH2M, and CH2M's consent, to provide additional services. Owner and CH2M shall negotiate an increase in CH2M's Base Fee for these Changes in Scope.
- 13.3.7 At any time, the Owner may request CH2M to provide support services for Owner's capital projects. In this case CH2M shall propose a scope of services, schedule and budget identifying direct costs and overhead/profit charges. CH2M shall not proceed with any such capital project services without express written authorization of the Owner.

14. WARRANTIES

- 14.1 CH2M warrants that all materials and equipment furnished under this Agreement will be to the best of its knowledge, of good quality and free from defective workmanship and materials.
- 14.2 CH2M will pass through to Owner the warranty extended by the manufacturer for all products, equipment, systems or materials.
- 14.3 **All other warranties, express or implied, including any warranty of merchantability and any warranty of fitness for a particular purpose are expressly disclaimed.**

15. NO THIRD PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than Owner and CH2M and has no third party beneficiaries.

16. JURISDICTION

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.

17. SEVERABILITY AND SURVIVAL

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

18. AUTHORITY

Both parties represent and warrant to the other party that the execution delivery and performance of this Agreement has been duly authorized by the responsible parties thereof. Both parties warrant that all required approvals have been obtained and the executing party below has such authority to bind the party.

19. NOTICE

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, hand delivered or by national commercial express delivery service, to the addresses listed in introductory paragraph of this Agreement. Notice shall be deemed given upon receipt by any method of delivery authorized above.

20. NO WAIVER

The failure of any party at any time to require performance of any provision or to resort to any remedy provided under this Agreement shall in no way affect the right of that party to require performance or to resort to a remedy at any time thereafter, nor shall the waiver by any party of a breach be deemed to be a waiver of any subsequent breach. A waiver shall not be effective unless it is in writing and signed by the party against whom the waiver is being enforced.

21. SURVIVAL OF PROVISIONS

Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.

22. ASSIGNMENT

Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this Agreement, whether arising in tort, contract or otherwise, without the prior written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire Agreement is binding on and inures to the benefit of the parties and their respective permitted successors, and assigns.

23. NO CONFLICT OF INTEREST FOR FUTURE WORK

The services performed by CH2M under this Agreement do not preclude CH2M from proposing on or for providing services to Owner in the future. Information and knowledge gained by CH2M in providing the Services under this Agreement shall not constitute a conflict of interest in proposing on or providing any additional services for Owner.

24. DISPUTE RESOLUTION

The Parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

25. CAPTIONS AND HEADINGS

The captions and headings of the paragraphs and sections are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

26. ENTIRE AGREEMENT

This Agreement, together with all Appendices attached hereto, contains all representations and the entire understanding between the parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda, or agreements, whether or not such correspondence, memoranda or agreements are in conflict with this Agreement, are intended to be replaced in total by this Agreement and its Appendices. The Parties mutually declare there are no oral understandings or promises not contained in the Agreement which contains the complete, integrated, and final agreement between the parties.

The following Appendices are hereby made a part of this Agreement:

Appendix A Scope of Services

Appendix B Capacity and Characteristics

Appendix C Location of Project

Appendix D Compensation and Payment

Appendix E Project Vehicles and Equipment

Appendix F Permits

IN WITNESSETH WHEREOF, the Parties execute below:

OPERATIONS MANAGEMENT

Name: Al Amr
Title: SENIOR VICE PRESIDENT
Date: 3/16/16

**THE CITY OF COLLEGE PLACE,
WASHINGTON**

Name: Julie L. Scott
Title: mayor
Date: 3/14/2016

APPENDIX A - SCOPE OF SERVICE

CH2M shall perform the following services for the benefit of the Owner:

A.1 GENERAL

A.1.1 Staff

- A.1.1.01 Staff the Project with a sufficient number of qualified employees who possess the managerial, administrative, and technical skills to perform the services specified in this Agreement, and where appropriate, the certification requirements mandated by the state in which the Project is located.
- A.1.1.02 Operate, maintain and/or monitor the Project such that the Project is staffed at least Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. CH2M shall be responsive to alarms and emergency calls 24 hours per day, 7 days per week, within two (2) hours of its occurrence. CH2M shall designate a minimum of one (1) staff member as standby to respond to such calls.
- A.1.1.03 Place at each permanently staffed Project facility, a copy of CH2M's corporate safety program and provide all employees training specific to this Program, within forty-five (45) days from the effective date of this Agreement. The cost of any capital improvement required at the Project to bring the facilities within OSHA compliance will be paid by the Owner.
- A.1.1.04 Provide job related training for personnel in the areas including but not limited to operation, quality, maintenance, safety, supervisory skills, laboratory, and energy management. All such training shall be fully documented. Where employees are required by law or regulation to hold current licenses, certificates or authority to perform the work required of their respective positions, CH2M shall provide the training and agree with the employee to a reasonable time frame for the employee to qualify for such certificate, license or authority.
- A.1.1.05 Comply with all State and Federal requirements regarding affirmative action and provisions for minority hiring.

A.1.2 Alterations, Repairs and Maintenance

- A.1.2.01 Within ninety (90) days of the Commencement Date, CH2M shall provide Owner with a plan suggesting a prioritized lists of capital improvements to improve the operation of the facility. Owner shall be under no obligation to make such capital improvements and Owner's failure to do so shall not relieve CH2M of performing the services set forth in Appendix A. However, CH2M shall not be responsible for any damages caused by or related to Owner's failure to make recommended improvements.

- A.1.2.02 Alter as needed, the process and/or facilities to achieve the objectives of this Agreement.
- A.1.2.03 Perform Preventative Maintenance and Repairs for the Project, subject to the Repairs Limit.
- A.1.2.04 Pay all cost incurred in normal Project operations except as otherwise included in Article 4 - Owner's Responsibilities.
- A.1.2.05 Maintain aesthetics of the facilities, including maintaining all facilities in a clean, neat and orderly fashion.
- A.1.2.06 Administrative and other occupied spaces shall be kept clean, dry, and habitable. Other spaces and floors shall be free of sewage, screenings, sludge and debris.
- A.1.2.07 Equipment, tools, and material will be properly stored.
- A.1.2.08 Trees and shrubs shall be kept trimmed, grass shall be maintained, and other grounds shall be free of noxious weeds.
- A.1.2.09 In any emergency affecting the safety of persons or property, CH2M shall act without written amendment or change order, at CH2M's discretion, to prevent threatened damage, injury or loss; provided however, that CH2M shall obtain prior Owner approval for any emergency expenditure in excess of Five Thousand Dollars (\$5,000.00). CH2M will notify Owner as soon as reasonably possible and shall be compensated by Owner for any such emergency work notwithstanding the lack of written amendment or change order. Such compensation shall include CH2M's direct costs for the emergency work plus seventeen percent (17%).
- A.1.2.10 Utilize Owner provided security devices during CH2M's hours of operation to protect against any losses resulting from theft, damage or unauthorized use of the Project. Existing security devices include: fencing, lockable structures, and limited intrusion alarm. Upon exiting the Project, CH2M shall make sure that all Project gates and structures are locked and that any security alarms are activated.

A.2 WASTEWATER TREATMENT PLANT

- A.2.1 Within the design capacity and capability of the Wastewater Treatment Plant (the "WW Plant"), manage, operate, and maintain the WW Plant so that effluent discharged from the WW Plant meets of the Clean Water Act and the requirements specified in NPDES Permit No. #WA0020656, unless one or more of the following occurs: (1) WW Plant influent does not contain Adequate Nutrients to support operation of the WW Plant's biological processes and/or contains Biologically Toxic Substances that cannot be removed by the existing processes and facilities; (2) dischargers into Owner's sewer system violate any or all regulations as stated in the applicable Sewer Ordinance and, (3)

the flow, influent biochemical demand (BOD₅,) and/or total suspended solids (TSS) exceeds the WW Plant's design parameters; in which case Appendix B specifies responsibilities and remedies.

- A.2.2 Within the design capacity and capability of the WW Plant, operate the WW Plant in a manner such that odor and noise are minimized.
- A.2.3 Prepare and submit to Owner for transmittal to appropriate agencies, all regulatory reports pertaining to routine operation and maintenance of the facilities specified herein.
- A.2.4 CH2M shall comply with all current local, State and Federal notice and reporting requirements, regarding violations, upsets, excursions, or emergencies related to the Plant.
- A.2.5 Assist the Owner with the NPDES permit renewal process by providing Project information within CH2M's possession and control. Any additional assistance requested by the Owner will be handled as a Change in Scope.
- A.2.6 Provide for the disposal of screenings, grit, scum, sludges, and biosolids (collectively, "Residuals") to existing disposal sites. Any change in the cost of this service due to increased or unusual quantities of material, or increases in landfill rates, hauling costs, or tipping fees shall constitute a change in scope and give cause for an adjustment in fee. Owner and CH2M agree that Owner is the Generator of the Residuals.
- A.2.7 Where land application is used as the method for disposal of biosolids, CH2M shall comply with the State and Federal regulations, including 40 CFR 503 applicable to such method. Specifically, CH2M shall assist Owner in securing all permits and land use agreements, and perform soils and biosolids testing, and report the volume and quantity of biosolids land applied. CH2M may use the existing Owner secured permits and land application sites.
- A.2.8 Provide computerized maintenance, process control and laboratory management systems for the Project. Owner shall have the right to inspect these records during normal business hours. The maintenance program will include documentation of spare parts inventory. This system shall be capable of providing historical data.
- A.2.9 Where applicable, monitor and report the volume and nature of septic tank hauler discharges.
- A.2.10 Perform all laboratory testing and sampling currently required by the State and Federal Clean Water Act, NPDES Permit, NPDES referenced documents and all Federal or State issued permits. Additional laboratory testing and sampling that is non-routine as per the permit or requested by the Owner will be provided on a fee per test basis to be determined at the time of the request. This additional testing will be considered a Change in Scope as described in Appendix D.
- A.2.11 Provide and document all Preventive Maintenance for the WW Plant. Owner shall have the right to inspect these records during normal business hours.

A.2.12 Provide and document Repairs for the WW Plant. CH2M will provide Owner with a monthly report on the expenditures of Repairs.

A.3 SANITARY SEWER COLLECTION SYSTEM

A.3.1 Within the design capacity and capability of the Project, manage, operate, and maintain the sanitary sewer collection system (including associated lift stations) so that free flowing conditions are maintained and overflows are minimized.

A.3.2 Inspect and “high pressure clean” the sanitary collection system, including lines, manholes, and clean outs, so that the entire system is cleaned once every five (5) years. Locations not accessible by motorized inspection and cleaning equipment are excluded. When roots are encountered during routine “high pressure cleaning”, a root cutting tool shall be used to remove such roots. Within ninety (90) calendar days of such observation, such location shall be placed on the “Hot Spot” list and scheduled for routine root cutting on a ninety (90) day schedule until such time as the root intrusion is eliminated. A preventive maintenance schedule to “high pressure clean” problem areas (“Hot Spots”) shall be mutually agreed upon and specified herein. The schedule shall identify the specific location and frequency of cleaning for each Hot Spot, and may only be modified, as mutually agreed upon in writing. Owner and CH2M will seek alternative solutions to correct the cause(s) for the listing of any Hot Spot with the intent that such a location be eventually removed from the Hot Spot list.

A.3.3 Prepare an inspection schedule for those portions of the sanitary sewer collection system where access prevents the use of motorized line cleaning equipment, and inspect such lines to verify the condition of these lines. If conditions warrant cleaning, Owner shall assist CH2M in gaining access to such lines.

A.3.4 Respond to blockages upon two (2) hours of notification. Due diligence shall be exercised to clear the blockage. If the blockage cannot be cleared using equipment assigned to the Project for CH2M’s use, CH2M will bypass the affected area and notify the Owner of the situation. Owner will contact CH2M within one (1) hour and instruct CH2M to secure the services of a subcontractor having the equipment necessary to clear the blockage or otherwise repair the line to restore free flowing conditions. If no contact is made within the specified time, CH2M is authorized to secure the services of a subcontractor. Owner shall be invoiced in accordance with the Change in Scope provisions of Appendix D.3.2. CH2M shall respond to blockages which occur within any collection line up to the lateral connection to the public or private property. CH2M will not be responsible or liable from the main sewer line to the public or private property.

A.3.5 In the event cleaning or inspection discloses a requirement to excavate, at the Owner’s option, Owner will assume responsibility for the excavation, trenching, back-filling, and surface restoration associated with the repair or replacement of pipe, laterals, and manholes or Owner may direct CH2M to obtain the services of a subcontractor to perform these services. In such event, CH2M will invoice Owner in accordance with the Change in Scope provisions of Section 13.2.

- A.3.6 Provide for the disposal of screenings, grit, scum, and other debris to existing disposal sites. Any change in the cost of this service due to unusual quantities of material, increases in landfill rates or tipping fees shall constitute a Change in Scope and give cause for an adjustment in fee.
- A.3.7 Maintain a record of activities, including: for routine cleaning, the date, location, and feet of lines serviced; for blockages, the date, time, location, and to the degree possible, cause(s) for such blockage; and for other observations or activities, a record of the date, time, and a brief description.
- A.3.8 The following services are specifically excluded from CH2M's scope: televising lines; dye and smoke testing, adjusting and leveling manholes, control of vectors, chemical root treatment, and repairs to lines, manholes, and other appurtenances.

APPENDIX B - CAPACITY AND CHARACTERISTICS

B.1 CAPACITY AND CHARACTERISTICS OF WASTEWATER TREATMENT PLANT

B.1.1 Wastewater Treatment Plant Design Capacity is described as follows:

<u>Parameter</u>	<u>Plant</u>
Flow, million gallons/day	1.5
BOD5, pounds per day	4,500
TSS, pounds per day	3,400
Daily Peaking Factor, million gallons/day	5.7

All parameters shall be based on the design average dry weather flow with the Daily Peaking Factor being the multiplier applied to the design average dry weather flow.

B.1.2 In the event any one of the Project influent characteristics, suspended solids, BOD5, or flow, exceeds the design parameters stated above, CH2M shall return the plant effluent to the characteristics required by the NPDES permit in accordance with the following schedule after Project influent characteristics return to within design parameters.

Characteristics Exceeding Design Parameters By	Recovery Period Maximum
10% or Less	5 days
Above 10% Less than 20%	10 days
20% and Above	30 days

B.1.3 Notwithstanding the above schedule, if the failure to meet effluent quality limitations is caused by the presence of Biologically Toxic Substances or the lack of Adequate Nutrients in the influent, then CH2M will have a thirty (30) calendar day recovery period after the influent is free from said substances or contains Adequate Nutrients to return the plant effluent to the characteristics required by the NPDES permit.

B.1.4 CH2M shall not be responsible for fines or legal action as a result of discharge violations within the period that influent exceeds design parameters, does not contain Adequate Nutrients, contains Biologically Toxic Substances, and the subsequent recovery period.

B.1.5 The Base Fee for services under this Agreement is based on the following Project influent characteristics per current information provided by Owner:

Parameter	Plant
Flow, million gallons/day	0.82
BOD5, pounds per day	1,230
TSS, pounds per day	1,337

B.1.6 CH2M shall be responsible for performing the Scope of Services as set forth in Appendix A, in accordance with the treatment standards established in Appendix B, but shall not be responsible for events outside the control of CH2M, which include but are not limited to:

B.1.6.01 Materials or liquids contained in the raw water supply, which detrimentally affect the machinery, infrastructure or processes at the Project;

B.1.6.02 Raw water supply is insufficient to meet demand;

B.1.6.03 The demand for water exceeds the design capacity of the facilities specified in **Appendix B**;

B.1.6.04 Vandalism; and/or

B.1.6.05 Unforeseen Circumstances.

APPENDIX C - LOCATION OF PROJECT

C.1 CH2M agrees to provide the services necessary for the operation, maintenance, and management of the facilities described herein:

C.1.1 All equipment, grounds, and facilities now existing within the current property boundaries of or being used to operate Owner's WW Plant located at:

430 Owens Road, Walla Walla, Washington. 99362

C.1.2 All equipment, grounds, and facilities now existing within the current service boundaries of the Owner's Sanitary Collection System and identified in Owner's Sanitary Collection System maps, inventory list, or other documents. The Sanitary Collection System includes all force mains, gravity sewers, manholes, and clean outs in the quantities described as follows:

Miles of Force Mains	<1
Miles of Gravity Sewers	35

APPENDIX D - COMPENSATION, PAYMENT AND BASE FEE ADJUSTMENT FORMULA

D.1 COMPENSATION

D.1.1 Owner shall pay to CH2M as compensation for services performed under this Agreement a Base Fee of One Million One Hundred Twenty Four Thousand Six Hundred Three Dollars (\$1,124,603) for the first year of this Agreement, which shall be the sum of the estimated total direct cost plus the management fee. In addition to the Base Fee, Owner shall pay CH2M for transition activities prior to the Commencement Date, which shall equal one-twelfth (1/12) of the Base Fee (estimated to be \$93,717). Subsequent years' base fees shall be determined as hereinafter specified in Appendix D.4 below.

D.1.1.01 The estimated total direct cost shall be the estimated direct cost for CH2M HILL to manage, operate, repair, and maintain the project during a contract year. The estimated total direct cost for the first year of this Agreement shall be Nine Hundred Sixty One Thousand One Hundred Ninety Nine Dollars (\$961,199), including and subject to the Repairs Limit below. If, during any contract year, the actual total direct cost (excluding Repair costs), is less than the estimated total direct cost for that year (excluding Repair costs), then CH2M will pay to Owner a rebate in an amount equal to eighty-five percent (85%) of the difference between the actual total direct cost and the estimated total direct cost (exclusive of Repair costs), no later than sixty (60) days after the expiration of that contract year. If, during any contract year, the actual total direct cost (excluding Repair costs), is greater than the estimated total direct cost for that year (excluding Repair costs), then CH2M will be solely responsible for any such additional increased cost.

D.1.1.02 The management fee for the period set forth in Section D.1.1 shall be One Hundred Sixty Three Thousand Four Hundred Four Dollars (\$163,404).

D.1.1.03 The services provided under this Agreement are based on reasonably expected overtime for normal breakdowns or services required after hours. Any additional expenses including straight or overtime wages caused by Unforeseen Circumstances will be billed to the Owner for reimbursement.

D.1.1.04 If, at any time, during the first twelve months following the Commencement Date, (i) CH2M discovers new information about the condition of the Project or facilities that materially differs from the information provided to or reasonably available to CH2M prior to execution of this Agreement; and (ii) such information substantially impacts the ability of CH2M to meet the performance objectives described herein or causes a material increase in the operating and maintenance costs incurred by CH2M to meet such performance objective, CH2M shall be entitled to equitable adjustment of each and every

performance objective impacted by such new information and/or an equitable adjustment in the Base Fee.

D.1.2 Limitations

D.1.2.01 The total amount CH2M shall be required to pay for Repairs shall not exceed the annual Repairs Limit of Fifty Thousand Dollars (\$50,000) during the period set forth in Section D.1.1. CH2M shall provide Owner with a detailed invoice of Repairs over the annual Repairs Limit, and Owner shall pay CH2M for all Repairs in excess of such limit. CH2M will rebate to Owner the entire amount that the cost of Repairs is less than the annual Repairs Limit. CH2M shall rebate to Owner the entire amount that actual repair costs are less than the applicable contract year aggregate limit for repairs no later than ninety (90) days after the expiration of that contract year.

D.1.3 Owner shall pay to CH2M that portion of any actual increase in electricity costs that are attributable to an unanticipated rate increase occurring during any contract year which was not reflected in the calculation of the electricity cost component of the estimated total direct cost for that year. Payment will be determined based on actual monthly usage multiplied by the difference between the actual rate and the rate utilized in calculation of the electricity cost component of the estimated total direct cost for that year. Such increased electricity costs shall not increase CH2M's estimated total direct cost, CH2M's management fee, or the Base Fee, nor shall it affect the calculation of Owner rebate under Section D.1.01.

D.2 CHANGES IN COMPENSATION

D.2.1 Changes in the estimated total direct cost shall be negotiated annually. Base Fee adjustments shall be negotiated taking into consideration expenditures for Project management labor, employee benefits, chemicals, lab supplies, repairs, repair parts, maintenance parts, safety supplies, gasoline, oil, equipment rental, legal and professional services, quality assurance, travel, office supplies, other supplies, uniforms, telephone, postage, utilities, tools, memberships, training supplies and other direct and indirect costs, as the basis of adjustment of the Base Fee. Owner and CH2M agree that good faith negotiations resulting in mutual agreement are the preferred methodology to be used to determine changes in the Base Fee. In the event that Owner and CH2M fail to agree, the Base Fee shall be adjusted as set forth in Appendix D.4. Upon each contract year renegotiation, CH2M shall continue to invoice Owner at the previous amount until the new contract year Base Fee price is agreed upon. Upon written agreement between the parties as to the new contract year Base Fee, CH2M shall issue an invoice retroactively adjusting the previous contract year Base Fee amount.

D.2.2 The Repairs Limit shall be negotiated each year, three (3) months prior to anniversary of the Commencement Date hereof in accordance with Appendix D.2.1; should Owner and CH2M fail to agree, the Repairs Limit will be determined as set forth in Appendix D.4.

D.2.3 Compensation for Changes in Scope shall be handled as set forth in Section 13.

D.3 PAYMENT OF COMPENSATION

- D.3.1 One-twelfth (1/12) of the Base Fee for the current year shall be due and payable on the first of the month for the month in which services are provided.
- D.3.2 All other compensation to CH2M is due on receipt of CH2M's invoice and payable within fifteen (15) calendar days.
- D.3.3 Owner shall pay interest at an annual rate equal to nine percent (9%) or such other percentage as may be allowed by statute, said amount of interest not to exceed any limitation provided by law, on payments not paid and received within fifteen (15) calendar days, such interest being calculated from the due date of the payment.
- D.3.4 In the event of a disputed or contested billing, only that portion so contested shall be withheld from payment, and the undisputed portion shall be paid. Interest shall accrue on any contested portion of the billing and shall be immediately payable if the contested billing is resolved in favor of CH2M. No interest will be due on any disputed portion of the billing if the dispute is ultimately mutually resolved.

D.4 ADJUSTMENT FORMULA

The estimated total direct cost for each contract year subsequent to the first year of this Agreement shall be renegotiated between the parties using their best efforts, by the September 1st preceding that contract year. Should Owner and CH2M fail to agree on the estimated total direct cost for a contract year, the estimated total direct cost shall be calculated by increasing the annualized estimated total direct cost for the preceding contract year by three percent (3%).

APPENDIX E -PROJECT VEHICLES AND EQUIPMENT

The Project includes all vehicles, rolling stock, and other equipment as follows:

Year	Make	Model	Description	Unit No.
1999	International		Vactor	701
2000	Case	95X	skid steer	702
1998	Inter		dump truck	704
1992	GMC	1-Ton	flat bed	706
1996	Ford	Ranger	p/u lab	707
2003	Ford	f-550	utility collections	710
2007	Toro	328-D	Lawn Mower	711
2003	Ford	1-Ton	T.V.van	720
2007			Rodder Trailer	722
2012	John Deere	522	Tractor	726

APPENDIX F PERMITS



1041 East Butler Road
P.O. BOX 5456
Greenville, SC 29607-5456

Bill To: CITY OF COLLEGE PLACE, WA
625 S. College Avenue
College Place, WA 99324

Remit To:
JACOBS ENGINEERING GROUP INC
Lockbox Number: 845422
Lockbox Address: P.O. Box 845422, Dallas, TX 75284-5422
Lockbox Address (Courier Deliveries ONLY):
JACOBS ENGINEERING GROUP INC LBX# 845422
1950 N. STEMMONS FREEWAY, STE. 5010, DALLAS, TX 75207

Wiring Information:
Account Name: JACOBS ENGINEERING GROUP INC
Account Number: 3750916030
Routing/Transit for ACH Debits & Credits: 111000012
Routing/Transit for Wires: 026009593
SWIFT: DOMESTIC: BOFAUS3N
SWIFT: INTL Wires: BOFAUS6S
Additional Comments: Account Holder Address: 1999 Bryan St; Dallas, TX 75201

Invoice	
NUMBER	67506210-10-CL
DATE 9-Jan-26	PAGE 1 of 1
PURCHASE ORDER NUMBER	
OUR REFERENCE COLLEGE	
OUR PROJECT # 67506210.CY10	
CUSTOMER NUMBER 003143	

TERMS		DUE DATE 8-Feb-26				
NET 30						
ITEM NO.	INVOICE DESCRIPTION	LIMITS	EXPENSES	REBATE %	COST/REBATE	EXTENDED AMOUNT
	CITY OF COLLEGE PLACE CY10 CLOSEOUT INVOICE					
	Electricity	\$ 235,814.00	\$ 310,010.32	100%	\$ 74,196.32	\$ 74,196.32
	Uncontrollable Circumstance: Laboratory services	-	\$ 6,800.00	100%	\$ 6,800.00	\$ 6,800.00
SPECIAL INSTRUCTIONS		SUBTOTAL	TAX	SHIPPING HANDLIN	TOTAL DUE	
		80,996.32 zł	0.00 zł	0.00 zł	80,996.32 zł	
		CURRENCY: USD				

AMENDMENT NO. 9
to the
AGREEMENT for OPERATIONS,
MAINTENANCE and MANAGEMENT SERVICES
for the
CITY OF COLLEGE PLACE, WASHINGTON

THIS AMENDMENT to the Agreement for Operations Management and Maintenance dated March 16, 2016 is made and entered into this 13th day of November, 2024 by and between the City of College Place, Washington, whose address for any formal notice is 619 S. College Avenue, College Place, Washington 99324 (hereinafter “Owner”) and Operations Management International, Inc., whose address for any formal notice is **6312 S. Fiddlers Green Circle, Suite 300N, Greenwood Village, CO 80111** (hereinafter “CH2M”).

Owner and CH2M agree as follows:

1. Article A.1.1.02 is hereby deleted in its entirety and replaced with the following:

A.1.1.02 Operate, maintain and/or monitor the Project such that the Project is staffed at least and excluding city observed holidays, Monday through Friday between the hours of 7:00 a.m. and 4:00 p.m. CH2M shall be responsive to alarms and emergency calls 24 hours per day, 7 days per week, within two (2) hours of its occurrence. CH2M shall designate a minimum of one (1) staff member as standby to respond to such calls.

2. Article D.1.1 is deleted in its entirety and replaced with the following:

D.1.1 Owner shall pay to CH2M as compensation for services performed under this Agreement a Base Fee of One Million Three Hundred Ninety Thousand Three Hundred Ninety-Eight Dollars (\$1,390,398) for the period of January 1, 2025, through December 31, 2025, which shall be the sum of the estimated total direct costs, management fee, repairs, equipment and vehicles and applicable markup. Subsequent years' base fees shall be determined as hereinafter specified in Appendix D.4 below.

3. Article D.1.1.01 is deleted in its entirety and replaced with the following:

D.1.1.01 The estimated total direct cost shall be the estimated direct cost for CH2M to manage, operate, repair, and maintain the project during a contract year. The estimated total direct cost for the term identified in D.1.1 shall be One Million Eighty-Three, Seventy Dollars and Nineteen Cents (\$1,083,070.19), including and subject to the Repairs Limit below. If, during any contract year, the actual total direct cost (excluding Repair costs), is less than the estimated total direct cost for that year (excluding Repair costs), then CH2M will pay to Owner a rebate in an amount equal to eighty-five percent (85%) of the difference between the actual total direct cost and the estimated total direct cost (exclusive

of Repair costs), no later than sixty (60) days after the expiration of that contract year. If, during any contract year, the actual total direct cost (excluding Repair costs), is greater than the estimated total direct cost for that year (excluding Repair costs), then CH2M will be solely responsible for any such additional increased cost.

4. Article D.1.1.02 is deleted in its entirety and replaced with the following:

D.1.1.02 The management fee shall be equal to Seventeen percent (17%) of the estimated direct costs. The management fee for the period set forth in Section D.1.1 shall be One Hundred Eighty Thousand Four Hundred One Hundred Twenty-Two Dollars (\$184,122).

5. Article E is deleted in its entirety and hereby replaced with the following:

APPENDIX E – PROJECT VEHICLES AND EQUIPMENT

The Project includes all vehicles, rolling stock, and other equipment as follows:

<u>Description</u>	<u>Model</u>
Camera Truck	Ford F350 SUBSITE CCTV INSPECTION VAN
VAC Truck	Sewer Equip Co of America 900 ECO 9-Yard Combination
Utility Tractor	John Deer Tractor
Dump Truck	Ford F-650 dump truck
Skid Steer	Kubota SSV75
SUV	Toyota RAV4 hybrid
F550	Ford Super Duty F-450 w/service box and crane
Mower	Kubota F2690

This Amendment No. 9 together with the Agreement constitutes the entire agreement between the Parties and supersedes all prior oral and written understandings with respect to the subject matter set forth herein. Unless specifically stated all other terms and conditions of the Agreement shall remain in full force and effect. Neither this Amendment nor the Agreement may be modified except in writing signed by an authorized representative of the Parties.

Both parties indicate their approval of this Agreement by their signatures below.

** Signatures on following page **

**OPERATIONS MANAGEMENT
INTERNATIONAL, INC.**

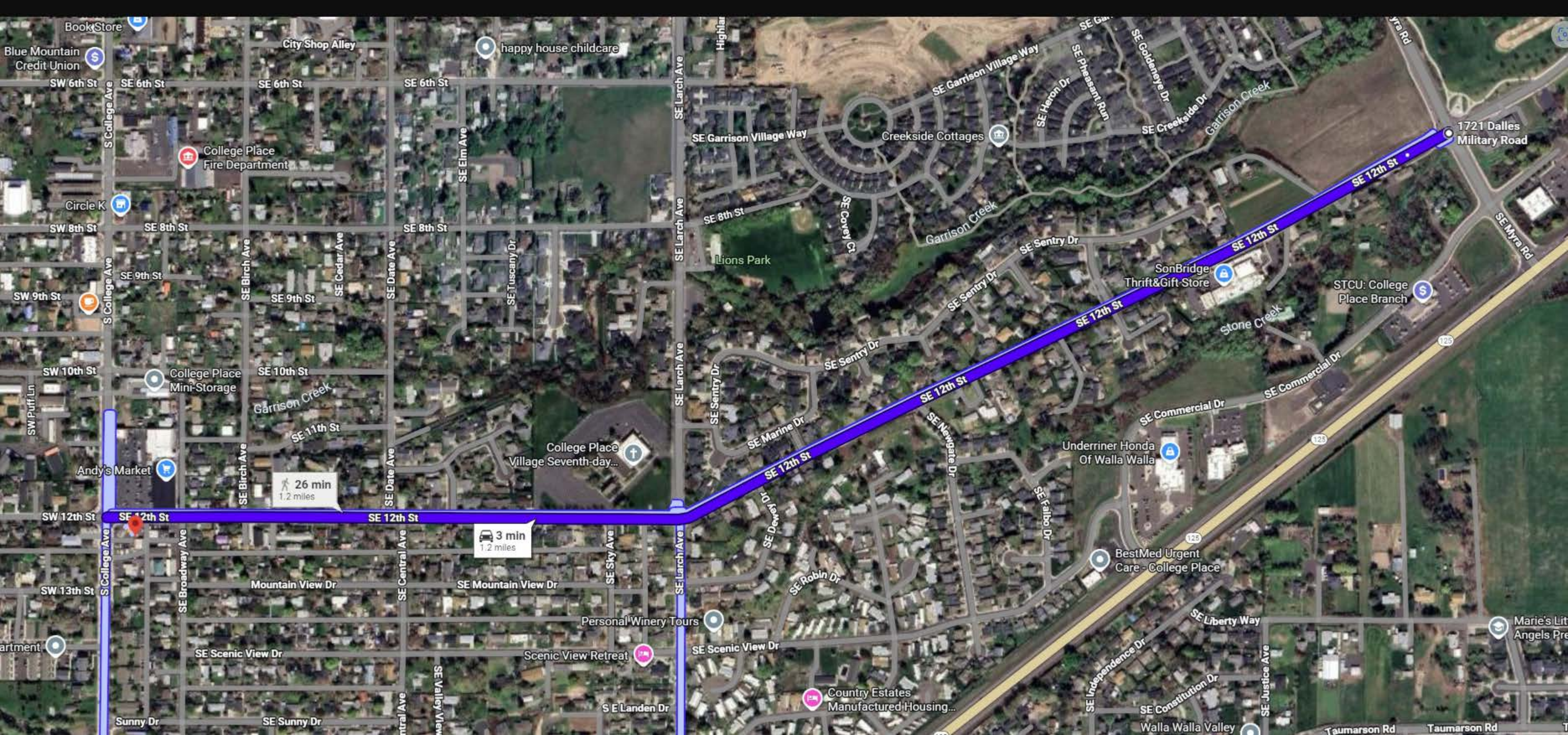


Shawn Moffitt
Geographic Director of Operations
Date: October 28, 2024

**THE CITY OF COLLEGE PLACE,
WASHINGTON**

Signed by:
Norma L. Hernandez

E7C117EE7FEC409...
Norma Hernandez
Mayor
Date: 11/13/2024



December 15, 2025

City of College Place
Robert McAndrews, Public Works Director
625 S College Avenue, College Place, WA 99324
rmcandrews@cpwa.us



RE: Loan Contract Number: PCL31573-0

Dear Mr. McAndrews;

Enclosed is the Drinking Water State Revolving Fund Pre Construction Loan Contract Number identified above for your signature. The Loan Contract details the terms and conditions that will govern the agreement between us, which includes the project's Scope of Work and an Attorney's Certification as formal attachments. Failure to return the contracts within 60 calendar days of the date of this letter may result in your loan offer being withdrawn.

Please sign and return to your contracts specialist by email.

Please note that the U.S. Environmental Protection Agency is the funding source for this program and the Catalog of Federal Domestic Assistance (CFDA) number is 66.468. Consequently, the loan funds are federal and subject to both state and federal requirements.

A non-refundable one-percent loan administration fee will be collected at contract execution, including any subsequent amendments where funds are added. The loan amount may be modified to include an amount sufficient to cover the one-percent loan administration fee. In most cases, the fee will be collected in full at contract execution. Please review the terms and conditions of the Loan Contract and all attachments carefully for details.

A requirement of the DWSRF program is that you must maintain updated project records and yearly renewal of your registration in the System for Award Management at www.sam.gov.

Another requirement of the DWSRF program is that all entities are required to verify that the federal government has not suspended or debarred them from receiving federal funds. This includes, but is not limited to, project contractors, subcontractors, engineers, architects, consultants, and equipment vendors. The Exclusion Report can be accessed at www.sam.gov. Failure to provide this required certification may result in termination of your loan contract.

After the Loan Contracts have been signed by the Department or its designee, one fully executed original will be returned to you for your files. Instructions for drawing the loan funds will be returned to you with the executed Loan Contract, as well as the necessary forms. The Loan Contract specifies that draws may be made for costs that have been incurred within the contract period of performance, and which have supporting documentation such as receipts or bills.

We are looking forward to working with you over the course of this project. If you have any questions about this Loan Contract, please contact me.

Sincerely,

Rachel Paris
DOH Contract Manager
(360) 236-4294
Rachel.Paris@doh.wa.gov

Enclosures:

ATTACHMENT I: SCOPE OF WORK
ATTACHMENT I: ATTORNEY'S CERTIFICATION
ATTACHMENT II: FEDERAL AND STATE REQUIREMENTS
ATTACHMENT III: DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS
ATTACHMENT IV: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
ATTACHMENT V: DWSRF ELIGIBLE PROJECT COSTS
ATTACHMENT VI: LABOR STANDARD PROVISIONS FOR SUBRECIPIENTS THAT ARE GOVERNMENTAL ENTITIES

Washington State Department of Health

DWSRF Municipal Pre Construction Loan Boilerplate

July 2019

1. CONTRACT FACE SHEET

#2024-4349 Pre-Construction Loan Number: PCL# 31573-0
Washington State Department of Health (DOH)
Drinking Water State Revolving Fund (DWSRF)
Municipal

1. Borrower		2. Borrower Doing Business As (optional)	
Name Address City of College Place 625 S College Avenue ,College Place, WA 99324			
3. Borrower Type Pre-Construction Loan		4. Borrower's Statutory Authority	
5. Borrower Contract Manager Information		6. DOH Contract Manager	
Robert McAndrews, Public Works Director	509-394-8526 rmcandrews@cpwa.us	Rachel Paris P.O. Box 47822 Olympia, WA 98504-7822	(360) 236-4294 Rachel.Paris@doh.wa.gov
7. Project Name SE 12 th Street Reconstruction			
8. Loan Amount	9. Funding Source	10. Start Date	11. End Date
Amount: \$510,000.00 Loan Fee: \$10,000.00 Interest Rate: 0%	Federal: ☐ State: ☒ Other: ☐	DOE	October 1, 2035
12. Federal Funding Agency Environmental Protection Agency Catalogue of Federal Assistance (CFDA) Number 66.468			
13. Borrower Tax ID # 02-7416270	14. Borrower Statewide Vendor # 0028965-00	15. Borrower UBI # 369-000-564	16. Borrower UEI # ZG1SNDHCCH16
17. Contract Purpose			
DOH and the party identified above as Borrower, hereafter referred to as BORROWER, have entered into this contract to fund the project identified above that furthers the goals and objectives of the DOH DWSRF Program. The project will be done by the BORROWER as described in the scope of work and this contract. The rights and obligations of the parties are governed by this contract and the following documents incorporated by reference: General Terms and Conditions including Declarations; Attachment I: Scope of Work (Project); Attachment II Attorney's Certification; Attachment III: Federal and State Requirements; Attachment IV: Disadvantaged Business Enterprise Requirements; Attachment V: Certification Regarding Debarment, Suspension, and Other Responsibility Matters; Attachment VI: DWSRF Eligible Project Costs; and Attachment VII: Labor Standard Provisions for Subrecipients that are Governmental Entities. By the signature below, the parties acknowledge and accept the terms of this contract.			
FOR CONTRACTOR		FOR DOH	
SIGNATURE and DATE		SIGNATURE and DATE	
NAME AND TITLE		NAME AND TITLE	
		APPROVED AS TO FORM ONLY Bob Ferguson, Attorney General	

2. DECLARATIONS

2.1 BORROWER INFORMATION

Legal Name: City of College Place
Loan Number: 2024-4349
Award Year: 2024
State Wide Vendor Number: SWV 0028965-00

2.2 PROJECT INFORMATION

Project Title: SE 12th Street Reconstruction
Project Location (City or County): Walla Walla
Project State: Washington
Project Zip Code: 99324

Project Scope of Work (PROJECT) Attachment 1, attached hereto and incorporated by reference.

2.3 LOAN INFORMATION

Loan Amount: \$510,000
Loan Fee (Included in loan amount if applicable) \$10,000
Loan Term: 10 years
Interest Rate: 0%
Payment Month: October 1st Annually
Earliest Date for Reimbursement: 12 months prior to contract execution
Time of Performance: 24 months from Contract execution date to Project Completion date .

2.4 SPECIAL TERMS AND CONDITIONS GOVERNING THIS LOAN AGREEMENT

N/A

2.5 LOAN SECURITY CONDITION GOVERNING THIS LOAN AGREEMENT

BORROWER has the obligation to make **LOAN PAYMENTS** when due, and to adjust rates, fees, or surcharges as necessary to meet its obligations under this **CONTRACT**.

2.6 Scope of Work

DWSRF PROGRAM
PLANNING & ENGINEERING LOAN CONTRACT INFORMATION
APPLICATION #2024-4349, CITY OF COLLEGE PLACE, SE 12TH STREET RECONSTRUCTION

DWSRF Scope of Work Form:

Scope of Work:

Project to include:

1. Submit project report and construction documents to Eastern Regional Office for review and approval for water main along SE 12th Street between College Avenue and Myra Road.
2. Submit bid documents to Eastern Regional Office for review and approval.

Costs may include (but are not limited to): engineering, design, hydrogeologic assessment, permits, public involvement, preparation of bid documents, fees, taxes, legal, administrative and audit.

APPLICATION #2024-4349, CITY OF COLLEGE PLACE, SE 12TH STREET RECONSTRUCTION

Project Costs by Cost Category:

COST CATEGORY	CURRENT ESTIMATES
Engineering Report (Preliminary Engineering)	\$0
Environmental Review	\$0
Historical Review/Cultural Review	\$0
Land/ROW Acquisition	\$0
Permits	\$0
Public Involvement/Information	\$0
Bid Documents (Design Engineering)	\$500,000
DOH Review/Approval Fees:	\$0
Sales or Use Taxes	\$0
Insurance:	\$0
Audit:	\$0
Legal:	\$0
Other:	\$0
TOTAL ESTIMATED PROJECT COSTS (before Loan Fee)	\$500,000
DWSRF Loan Origination Fee (2%)	<u>\$10,000</u>
DWSRF Loan Award	<u>\$510,000</u>

APPLICATION #2024-4349, CITY OF COLLEGE PLACE, SE 12TH STREET RECONSTRUCTION

Project Funding:

TYPE OF FUNDING	SOURCE	CURRENT STATUS
Grants and Other Non-Matching Funds		
Grant #1		\$
Grant #2		\$
Other Grants		\$
New Grants		\$
Total Grants and Other Non-Matching Funds		\$
Loans		
<i>This Loan Request</i>	DWSRF loan	\$510,000
Other Loan #1		\$
Other Loan #2		\$
Other Loans		\$
New Loans		\$
Total Loans		\$510,000
Local Revenue		
Source #1		\$
Source #2		\$
Other Local Revenue		\$
New Local Revenue		\$
Total Local Revenue		\$
Other Funds		
Other Funds		\$
Other Funds		\$
Total Other Funds		\$
TOTAL PROJECT FUNDING		a) <u>\$510,000</u>

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1. GENERAL COMPLIANCE, 40 CFR, PART 33

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5. CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, SECTION 33.302

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ATTACHMENT IV: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

ATTACHMENT V: DWSRF ELIGIBLE PROJECT COSTS

ATTACHMENT VI: LABOR STANDARD PROVISIONS FOR SUBRECIPIENTS THAT ARE GOVERNMENTAL ENTITIES

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City of College Place
PCL31573-0

DWSRF NT Preconstruction Loan Contract
(Municipal)

3. GENERAL TERMS AND CONDITIONS

DRINKING WATER STATE REVOLVING FUND (MUNICIPAL)

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- 1.1. "Authorized Representative" shall mean the DOH ODW Director and/or the designee authorized in writing to act on the Director's behalf.
- 1.2. AWARD YEAR shall mean the calendar year in which the funds were awarded to the Department for use in making loans under this program.
- 1.3. "Contract" shall mean this Drinking Water State Revolving Fund Loan.
- 1.4. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- 1.5. The "Contract End Date" shall mean the date the contract expires. This date shall occur in the final year of the LOAN TERM unless otherwise amended, as counted from the AWARD YEAR. The actual date of contract execution shall have no effect on the Contract End Date.
- 1.6. "Department" and "DOH" shall mean the Washington State Department of Health, Office of Drinking Water, who is the recipient of the Drinking Water State Revolving Fund grant and regulates drinking water systems in the State of Washington.
- 1.7. "Iron and steel products" are the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
- 1.8. "Lender" shall mean the Washington State Department of Health
- 1.9. "Modified Total Direct Costs (MTDC)" shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.
- 1.10. "Payment Month" shall mean the day and month of the year in which payments are due.
- 1.11. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- 1.12. "Pre-Construction" shall include planning, engineering, and project design necessary to a drinking water infrastructure project.
- 1.13. "State" shall mean the state of Washington.
- 1.14. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. AUTHORITY

Acting under the authority of RCW 70.119A.170 and RCW 43.155.040, the Department has awarded the Contractor a Drinking Water State Revolving Fund loan for an approved project. The Contractor will be a sub-recipient of funds provided by the United States Environmental Protection Agency, CFDA Number 66.468, Title: Safe Drinking Water State Revolving Fund, award year of this contract.

3. PURPOSE

The Department and the Contractor have entered into this Contract to undertake a local project that furthers the goals and objectives of the Drinking Water State Revolving Fund Loan Program. The project will be undertaken by the

Contractor and will include the activities described in the SCOPE OF WORK shown on the Declarations page. The project must be undertaken in accordance with the loan Program Special Terms and Conditions and all applicable federal, state and local laws and ordinances, including but not limited to those specifically enumerated in Attachment II: Federal and State Requirements, which by this reference are incorporated into this Contract as though set forth fully herein.

4. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and State of Washington statutes and regulations.
- Special Terms and Conditions including attachments.
- Contract Terms and Conditions.

5. AMOUNT OF LOAN

The Department, using funds appropriated from the Drinking Water Assistance Account, shall loan the Contractor a sum not to exceed the amount shown as LOAN AMOUNT on the attached Declarations Page. This loan amount includes a loan fee, if applicable, which is shown on the Declarations Page as LOAN FEE.

6. LOAN FEE

If the loan fee applies, it will be assessed at loan execution, including loan funds added via amendment to this contract.

The amount of the loan fee (if applicable) represents two percent (2%) of the loan request and shall not be reduced, regardless of the actual final loan amount at project completion. If the loan fee applies and the total loan amount is increased by amendment, an additional loan fee equal to two percent (2%) of the additional loan amount will be assessed at amendment execution. The amount of any loan fee will be displayed on the Declarations Page as LOAN FEE.

7. TERM OF LOAN

Unless otherwise amended, the term of the loan shall not exceed the period shown on the Declarations Page as LOAN TERM.

Except as herein provided, under no circumstances shall the loan repayment period exceed 6 years from the contract execution year.

8. INTEREST RATE

The interest rate shall be the declared INTEREST RATE (declarations) per annum on the outstanding principal balance, based on a three hundred and sixty (360) day year composed of twelve (12) thirty (30) day months.

9. DISBURSEMENT OF LOAN PROCEEDS AND REQUIRED DOCUMENTATION

If funding or appropriation is not available at the time the Contractor submits a request for a loan disbursement, the issuance of a warrant will be delayed or suspended until such time funds become available. Subject to availability of funds, warrants shall be issued to the Contractor for payment of allowable expenses incurred by the Contractor while undertaking and administering approved project activities in accordance with the declared SCOPE OF WORK.

The loan funds will be disbursed to the Contractor as follows:

- 9.1. Ten percent (10%) of loan proceeds will be held until project completion. The total Drinking Water State Revolving Fund Loan shall not exceed one hundred percent (100%) of the actual eligible project costs.
- 9.2. When requesting reimbursement for costs incurred, the Contractor shall submit a signed and completed Invoice Voucher (Form A19), referencing the declared SCOPE OF WORK project activity performed, and any appropriate documentation such as bills, invoices, and receipts. The purchase of any land necessary and integral to the project must be included in the declared SCOPE OF WORK and be documented with an appraisal or other market valuation and a valid purchase and sale agreement. The Invoice Voucher must be certified by an official of the Contractor with authority to bind the Contractor.
- 9.3. Each A19 Reimbursement Voucher must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the project since the last invoice was submitted, as well as a report of project status to date. The Department of Health (DOH) will not release payment for any reimbursement

request received until the Project Status Report is received. After approving the Voucher and the Project Status Report, DOH shall promptly release funds to the Contractor.

9.4. Pre-construction expenses incurred after the date shown as EARLIEST DATE FOR CONSTRUCTION REIMBURSEMENT on the Declarations Page are eligible for reimbursement. Requests for reimbursements for costs related to construction activities will not be accepted until the Contractor has met the following conditions:

- Issued a Notice to Proceed which follows the formal award of a construction contract;
- Completed the State Environmental Review Process;
- Complied with all provisions of Section 106 of the National Historic Preservation Act of 1966;
- Complied with Section 20: Prevailing Wage;
- Obtained approval from the Department of Health of the project report and related documents for all applicable activities described in the declared SCOPE OF WORK; and
- Complied with any other loan conditions required by Department of Health.

An electronic copy (emailed PDF or a FAX) of a signed A19 Reimbursement Voucher and other required documentation is the preferred method for requesting reimbursement. Submit the electronic requests to your DOH Loan Officer or fax to 360-236-2252. This electronic submittal may be 25 pages or less. If you choose to send your vouchers and backup documentation electronically, please DO NOT mail in the original. You will receive email notification from your DOH Loan Officer that the electronic request has been received.

DOH will pay the Contractor upon acceptance of the work performed and receipt of properly completed invoices. Invoices may be submitted to DOH not more often than monthly.

Payment shall be considered timely if made by DOH within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

The Department may, at its sole discretion, withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the Department.

In the event that the Contractor receives reimbursement for costs that are later determined by the Department to be ineligible, these funds shall be repaid to the Drinking Water Assistance Account by payment to the Department of Health, or its successor, together with the submission of the Project Completion Amendment.

At the time of project completion, the Contractor shall submit to the Department a Pre-Construction Completion Report certifying the total actual project costs, and a final voucher for any remaining eligible funds.

10. TIME OF PERFORMANCE

The Contractor shall begin the activities identified within the declared SCOPE OF WORK no later than thirty (30) days after Contract execution.

The Contractor must reach project completion within the period specified on the Declarations Page as TIME OF PERFORMANCE.

Failure to meet Time of Performance within the time frame described in this section shall constitute default under this Contract, and as a result, this Contract may be terminated. In the event of extenuating circumstances, the Contractor may request, in writing, at least 90 days prior to the expiration of project completion date that the Department extend the deadline for project completion. The Department may extend the time of project completion.

11. PROJECT COMPLETION AMENDMENT AND THE PRE-CONSTRUCTION COMPLETION REPORT

The Contractor shall initiate a Project Completion Amendment by submitting a Pre-Construction Completion Report when activities identified in the declared SCOPE OF WORK are complete and the Contractor agrees that no additional eligible costs will be reimbursed.

In the Project Completion Amendment, the Contractor will provide the following information to the Department:

- A certified statement of the actual dollar amounts spent, from all fund sources, in completing the project as described in the declared SCOPE OF WORK.

- Certification that all costs associated with the project have been incurred. Costs are incurred when goods and services are received and/or contract work is performed.
- A copy of the Department of Health Pre Construction Completion Report as submitted to Department of Health.
- Evidence documenting compliance with audit requirements as referenced in Section 44.
- A final voucher for the remaining eligible funds.

The Project Completion Amendment shall serve as an amendment to this Contract determining the final loan amount and term of the loan.

12. REPAYMENT

An assistance recipient begins annual repayment of the loan no later than one year after contract execution. The first repayment installment is due on the first day of the month shown as PAYMENT MONTH on the Declarations Page. Interest only will be charged for this first payment if a draw is made prior to this date. All subsequent payments shall consist of principal and accrued interest due that month of each year during the remaining term of the loan.

Repayment of the loan under this Contract shall include the declared INTEREST RATE per annum. Interest will begin to accrue from the date each payment is issued to the Contractor. The final payment shall be on or before the completion of the declared LOAN TERM, payable on or before the declared PAYMENT MONTH of an amount sufficient to bring the loan balance to zero.

The Contractor has the right to repay the unpaid balance of the loan in full at any time or make accelerated payments without penalty.

The Contractor will repay the loan in accordance with the preceding conditions through the use of a check, money order, or equivalent means made payable to the Washington State Department of DOH, or its successor.

13. DEFAULT IN REPAYMENT

Loan repayments shall be made in accordance with Section 12 of this Contract. A payment not received within thirty (30) days of the due date shall be declared delinquent. Delinquent payments shall be assessed a monthly penalty beginning on the first (1st) day past the due date. The penalty will be one percent (1%) per month or twelve percent (12%) per annum of the delinquent payment amount. These same penalty terms shall apply if the repayment of loan funds determined to be ineligible costs are not repaid within thirty (30).days.

The Contractor acknowledges and agrees to the Department's right, upon delinquency in the payment of any annual installment, to notify any other entity, creditors, or potential creditors of the Contractor of such delinquency. Contractor shall be responsible for all legal fees incurred by the Department in any action undertaken to enforce its rights under this section.

14. LOAN SECURITY

Loan Security may be required as a performance condition of this contract. If such performance condition is required it shall be indicated on the attached Declarations Page and identified therein as LOAN SECURITY CONDITION.

The Department grants the Contractor the right to issue future bonds and notes that constitute a lien and charge on the revenue source superior to the lien and charge of this Loan Contract. Nothing in this section shall absolve the Contractor of its obligation to make loan repayments when due, and to adjust rates, fees, or surcharges, if necessary, to meet its obligations under this Contract.

15. HISTORICAL AND CULTURAL ARTIFACTS

The Contractor acknowledges that any construction activities necessary to complete the activities funded by this contract are subject to Section 106 of the National Historic Preservation Act of 1966.

Contractor agrees that Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural artifacts and agrees to hold harmless the State of Washington in relation to any claim related to such historical or cultural artifacts discovered, disturbed, or damaged as a result of Contractor's public works project funded under this Contract.

The Contractor shall not conduct or authorize destructive project planning activities before completing compliance with Section 106 of the National Historic Preservation Act of 1966, as amended.

In addition, the Contractor agrees that no construction activities, ground disturbance, or excavation of any sort will begin until the Contractor has complied with all provisions of Section 106 of the National Historic Preservation Act of 1966, as amended.

If historical or cultural artifacts are discovered during destructive project planning activities or construction, the Contractor shall immediately stop the activity and implement reasonable measures to protect the discovery site from further disturbance, take reasonable steps to ensure confidentiality of the discovery site, restrict access to the site, and notify the concerned tribe's cultural staff or committee, Tribal Historical Preservation Officer (THPO), the Washington State Department of Health project manager, and the State's Historical Preservation Officer (SHPO) at the Washington State Department of Archaeology and Historic Preservation (DAHP). If human remains are uncovered, the Contractor shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact the concerned tribe's cultural staff or committee and DAHP.

The Contractor shall require the above provisions to be contained in all contracts for work or services related to the declared SCOPE OF WORK. In no case shall construction activities begin until the Contractor has complied with all provisions of Section 106 of the National Historic Preservation Act of 1966.

In addition to the requirements set forth in this Contract, the Contractor agrees to comply with Native American Graves Protection and Repatriation Act, Archaeological Resources Protection Act, Revised Code of Washington (RCW) 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and Washington Administrative Code (WAC) 25-48 regarding Archaeological Excavation and Removal Permits.

16. FEDERAL AND STATE REQUIREMENTS

The Contractor assures compliance with all applicable federal, state and local laws, requirements, and ordinances as they pertain to the design, implementation, and administration of the approved project, including but not limited to those listed in Attachments II, III, and IV.

17. COMPETITIVE BIDDING REQUIREMENTS

Pursuant to 40 CFR, Section 33.501(b) and (c), the Contractor also agrees to create and maintain a bidders list for both Disadvantaged Business Enterprises (DBE) and Non-Disadvantaged Business Enterprises (non-DBE). The purpose of a bidders list is to provide the recipient and entities receiving identified loans who conduct competitive bidding with as accurate a database as possible about the universe of DBE and non-DBE prime and subcontractors. The list must include all firms that bid or quote on prime contracts or bid or quote subcontracts on Environmental Protection Agency assisted projects, including both DBE and non-DBE. The bidders list must be kept at least until the grant project period has expired and the recipient is no longer receiving Environmental Protection Agency funding under the grant. For entities receiving identified loans, the bidders list must only be kept until the project period for the identified loan has ended. The following information must be obtained from all prime and subcontractors: entity's name with point of contact; entity's mailing address, telephone number, and e-mail address; the procurement on which the entity bid or quoted, and when; and, entity's status as a DBE or non-DBE.

The Contractor agrees to provide Environmental Protection Agency Form 6100-2 DBE Subcontractor Participation and Environmental Protection Agency Form 6100-3 DBE Subcontractor Performance to all its Disadvantaged Business Enterprise subcontractors.

The Contractor shall require Disadvantaged Business Enterprise provisions are contained in all contracts with any subcontractors for work or services related to the declared SCOPE OF WORK.

18. PAYMENT TO CONSULTANTS

EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Sub agreements with firms for services which are awarded using the procurement requirements in 40 CFR Parts 30 or 31, are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 30.27(b) or 40 CFR 31.36(j), as applicable, for additional information.

Contractor may find the annual salary for Level IV of the Executive Schedule on the following Internet site: <http://www.opm.gov/oca>. Select "Salary and Wages," and select "Rates of Pay for the Executive Schedule" is annual salary divided by 2087 hours to determine the maximum hourly rate, which is then multiplied by 8 to determine the maximum daily rate.

As of January 1, 2019, the limit is \$638.24 per day \$79.78 per hour.

NOTE: For future years' limits, the recipient may find the annual salary for Level IV of the Executive Schedule on the following Internet site: <https://www.opm.gov/policy-data-oversight/pay-leave/>. Select "Salary and Wages", and select "Rates of Pay for the Executive Schedule." The annual salary is divided by 2087 hours to determine the maximum hourly rate, which is then multiplied by 8 to determine the maximum daily rate.

19. ELIGIBLE PROJECT COSTS

The Contractor assures compliance with Attachment V: DWSRF Eligible Project Costs, which identifies eligible costs for projects funded by Drinking Water State Revolving Fund loans.

20. PREVAILING WAGE

All contractors and subcontractors performing work on a construction project funded through this Contract shall comply with prevailing wage laws by paying the higher of state or federal prevailing wages according to:

- State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for Department's review upon request; or,
- The Davis Bacon Act, 40 USC 276a-276a-5 and related federal acts provide that all laborers and mechanics employed by contractors or subcontractors in the performance shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor.

The Contractor agrees that the Contractor is legally and financially responsible for compliance with the prevailing wage requirements. Contractor is advised to consult the United States Department of Labor and Washington State Department of Labor and Industries websites to determine the federal and State prevailing wages that must be paid.

The Contractor shall ensure that all contractors, subcontractors, engineers, vendors, and any other entity for work or services listed in the declared SCOPE OF WORK shall insert in full, in any contract, the labor standards provisions listed in Attachment VI: Labor Standard Provisions for Subrecipients That Are Governmental Entities. Contractor shall report to the Department and/or the Department of Health that this requirement has been met as stated in this Contract.

21. REGISTRATION WITH CENTRAL CONTRACTOR REGISTRATION (CCR)

By signing this Contract, the Contractor accepts the requirements stated in 48 CFR 52.204-7 to register with the Central Contractor Registration (CCR) database at the System for Awards Management (SAM) website. To register in SAM, a valid Data Universal Numbering System (DUNS) Number is required. The Contractor is responsible for the accuracy and completeness of the data within the SAM database and for any liability resulting from the Government's reliance on inaccurate or incomplete data. The Contractor must remain registered in the SAM database after the initial registration. The Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in SAM to ensure it is current, accurate and complete. The Contractor shall provide evidence documenting registration and renewal of SAM registration to the Department.

In the event of the Contractor's noncompliance or refusal to comply with the requirement stated above, the Department reserves the right to suspend payment until the Contractor cures this noncompliance.

22. RECORDKEEPING AND ACCESS TO RECORDS

The Department, the Department's agents, and duly authorized officials of the state and federal governments shall have full access and the right to examine, copy, excerpt, or transcribe any pertinent documents, papers, records, and books of the Contractor and of persons, firms, or organizations with which the Contractor may contract, involving transactions related to this project and this Contract.

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which

sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment.

The Contractor agrees to retain these records for a period of six (6) years from the date that the debt is retired. This includes but is not limited to financial reports. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

23. REPORTS

The Contractor, at such times and on such forms as the Department may require, shall furnish the Department with such periodic reports as it may request pertaining to the activities undertaken pursuant to this Contract including, but not limited to:

- Prevailing Wage decisions and/or changes
- Disadvantaged Business Enterprises utilization
- Project Status Reports with each Invoice Voucher
- Pre-Construction Completion Report at project completion (as described in Section 11)
- Other reports as the Department may require

In the event of the Contractor's noncompliance or refusal to comply with the requirement stated above, the Department reserves the right to suspend payment until the Contractor cures this noncompliance.

24. RECOGNITION OF EPA FUNDING

Reports, documents, signage, videos, or other media, developed as part of projects funded by this assistance agreement shall contain the following statement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.

25. DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

As mandated by the Environmental Protection Agency, the Contractor agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises in procurement under this Contract. The Contractor is required to follow the requirements identified in Attachment III: Disadvantaged Business Enterprise Requirements.

By signing this Contract, the Contractor accepts the applicable MBE/WBE fair share objectives/goals negotiated with Environmental Protection Agency by the Washington State Office of Minority and Women's Business Enterprises. The Contractor attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as Washington State Office of Minority and Women's Business Enterprises. The goals for the utilization of disadvantaged businesses are stated in Attachment III: Disadvantaged Business Enterprise Requirements.

The Contractor is required to furnish the Department of Health with such periodic reports as the Department may request pertaining to the utilization of disadvantaged businesses.

26. NONDISCRIMINATION PROVISION

During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, including, but not limited to Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 USC 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the Contractor's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled, or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Department. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance.

The Contractor must also include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services listed in the declared SCOPE OF WORK:

- “The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract.”

27. PROHIBITION STATEMENT

Pursuant to Section 106 of the Trafficking Victims Protection Act of 2000, as amended, the Contractor `s contractors, subcontractors, engineers, vendors, and any other entity shall comply with and include the following terms and conditions in all contracts for work or services listed in the declared SCOPE OF WORK:

- “All forms of trafficking in persons, illegal sex trade, or forced labor practices are prohibited in the performance of this award or subawards under the award, or in any manner during the period of time that the award is in effect. This prohibition applies to you as the recipient, your employees, subrecipients under this award, and subrecipients’ employees.”

If any term of this section is violated, this contract may be terminated.

28. FALSE, INCORRECT, OR INCOMPLETE INFORMATION OR CLAIM

The Contractor warrants that the Contractor neither has submitted nor shall submit any information that is materially false, incorrect, or incomplete to the Department.

The Contractor is advised that providing false, fictitious, or misleading information with respect to the receipt and disbursements of Environmental Protection Agency funds is basis for criminal, civil, or administrative fines and/or penalties.

29. LITIGATION

The Contractor warrants that there is no threatened or pending litigation, investigation, or legal action before any court, arbitrator, or administrative agency that, if adversely determined, would have a materially adverse effect on the Contractor’s ability to repay the loan.

30. ESTABLISHMENT OF ADEQUATE RATES AND RESERVES

The Contractor agrees to provide a resolution adopting rate increases, capital assessments, or both, for the services of the system that shall be sufficient to provide funds which, along with other revenues of the system, will pay all operating expenses and debt repayments during the term of the loan. In addition, the Contractor shall create, fund, and maintain reserves at least as required by the Water System Plan or Small Water System Management Plan. The Department reserves the right, at any time, to request proof of compliance of these requirements from the Contractor.

31. SPECIAL CONDITIONS

If SPECIAL CONDITIONS are listed on the Contract Declarations Page then these conditions are herein incorporated as part of the terms and requirements of this contract.

32. INVESTMENT GRADE AUDIT

For projects involving repair, replacement, or improvement of a wastewater treatment plant, or other public works facility for which energy efficiency is obtainable, Contractor must undertake an investment grade audit per ESHB 1497.

Costs incurred as part of the investment grade audit are eligible project costs.

33. AMERICAN IRON AND STEEL

None of the funds made available to the Contractor shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States. This requirement applies to the entire project receiving a loan agreement executed after January 17, 2014. Buy American does not apply to a project if the Department of Health approves the engineering plans and specifications for the project, in that agency’s capacity to approve such plans and specifications prior to a project requesting bids, prior to January 17, 2014.

Waiver of the Buy American requirement may be considered if: 1) compliance would be inconsistent with the public interest; or 2) the particular iron and steel products are not produced in the United States in sufficient and reasonably available quantities and/or the particular iron and steel products are not of a satisfactory quality; or 3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent. For consideration, a request for a waiver must be submitted to the Environmental Protection Agency (EPA).

Contractors shall submit the waiver request to DOH, which will then submit the request to EPA. EPA will post the waiver request and any other information available to EPA concerning the waiver request, on EPA's public Internet website and allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The full text of the American Iron and Steel requirements appear at H.R. 3547, Consolidated Appropriations Act, 2014.

34. ADMINISTRATIVE COST ALLOCATION

Administrative costs that may be allowed are set forth in the Special Terms and Conditions. Administrative services shared by other programs shall be assigned to this Contract based on an allocation plan that reflects allowable administrative costs that support services provided under each Contract administered by the Contractor. An approved current federal indirect cost rate may be applied up to the maximum administrative budget allowed.

35. ALLOWABLE COSTS

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

36. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

37. AMENDMENTS, MODIFICATIONS, ASSIGNMENTS, AND WAIVERS

Amendments, modifications, assignments, and waivers to any of the terms of this contract supersede those terms as found in the original contract.

The Contractor may request an amendment of this Contract for the purpose of modifying the declared SCOPE OF WORK or for extending the time of performance as provided for in Section 10. Any revision to the SCOPE OF WORK or location of the project must be approved by the Department of Health. No modification or amendment resulting in an extension of time shall take effect until a request has been received and approved by the Department in accordance with Section 1.10.

During the term of this loan, any change in ownership of the water system(s) improved with funds received by the Contractor under this Contract must be approved in writing by the Department. As a condition of approval, the Department reserves the right to demand payment in full of the outstanding principal balance of the loan.

No conditions or provisions of this Contract may be waived unless approved by the Department in writing. No waiver of any default or breach by any party shall be implied from any failure to take action upon such default or breach if the default of breach persists or repeats.

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of the Department.

38. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

39. APPROVAL

This contract shall be subject to the written approval of the Department's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

40. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorney's fees and costs.

41. AUDIT

The Department reserves the right to require an audit of this project. The Contractor is responsible for correcting any audit findings. The Contractor agrees to refund to the Department all disallowed costs resulting from the audit. Audit costs are allowable expenses within this Contract.

Municipal and Not-For-Profit entities:

Audits of the Contractor's project activities may be conducted by the State Auditor Office (SAO). Audit costs are eligible project costs. The Contractor shall maintain its records and accounts so as to facilitate the audit requirements of the Department or its successor. The Contractor is responsible for any audit findings incurred by its own organization. The Department reserves the right to recover from the Contractor all disallowed costs resulting from the audit.

For audits of fiscal years beginning after December 26, 2014, Contractors expending \$750,000 or more in any fiscal year in federal funds from all sources, direct and indirect, are required to have an audit conducted in accordance with 2 CFR §200.501 – Audit Requirements."

For audits of fiscal years beginning prior to December 26, 2014, Contractors expending \$500,000 or more in any fiscal year in federal funds from all sources, direct and indirect, are required to have an audit conducted in accordance with existing Federal audit requirements.

For-Profit entities:

Audits must include a report on the internal control related to the federal program, which should describe the scope of testing of the internal control and the results of the tests.

The audit also must include a report on compliance, which includes an opinion (or disclaimer of opinion) on whether the auditee complied with laws, regulations and the provisions of the award agreement that could have a direct and material effect on the federal program.

The Contractor must send a copy of any required audit Reporting Package as described in existing Federal audit requirements for audits of fiscal years beginning prior to December 26, 2014, or 2 CFR §200.512 – Report Submission, for audits of fiscal years beginning after December 26, 2014, no later than nine (9) months after the end of the Contractor's fiscal year(s) to:

Department of Health
Office of Drinking Water
ATTN: Drinking Water State Revolving Fund
243 Israel Road SE
Olympia, WA 98504

In addition to sending a copy of the audit, when applicable, the Contractor must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by the Department.
- Copy of the Management Letter.

Contractors are to procure audit services based on the following guidelines.

The Contractor shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.

The Contractor is responsible for any audit exceptions incurred by its own organization or that of its Subcontractors.

The Department reserves the right to recover from the Contractor all disallowed costs resulting from the audit.

As applicable, Contractors required to have an audit must ensure the audits are performed in accordance with Generally Accepted Auditing Standards (GAAS); Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to the Department requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

- **FEDERAL FUNDS REQUIREMENTS – 2 CFR 200 AUDITS OF STATES, LOCAL GOVERNMENTS AND NON-PROFIT ORGANIZATIONS**

Grantees expending \$750,000 or more in a fiscal year (that begins after December 26, 2014) in federal funds from all sources, direct and indirect, are required to have an audit conducted in accordance with 2 CFR Part 200. For fiscal years beginning prior to December 26, 2014, Grantees are required to have an audit conducted in accordance with Federal audit requirements. When state funds are also to be paid under this Agreement a Schedule of State Financial Assistance as well as the required schedule of Federal Expenditure must be included. Both schedules include:

- Grantor agency name
- Federal agency
- Federal program name
- Other identifying contract numbers
- Catalog of Federal Domestic Assistance (CFDA) number (if applicable)
- Grantor contract number
- Total award amount including amendments (total grant award)
- Current year expenditures

If the Contractor is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor in accordance with 2 CFR 200 "UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS."

The Contractor shall include the above audit requirements in any subcontracts.

In any case, the Contractor's financial records must be available for review by the Department.

- **DOCUMENTATION REQUIREMENTS**

The Contractor must send a copy of any required audit Reporting Package as described in 2 CFR 200.515, by sending a scanned copy to auditreview@DOH.wa.gov or by sending a hard copy to:

Department of Health
ATTN: Audit Review and Resolution Office
243 Israel Road SE
PO Box 47822
Olympia, WA 98504-7822

In addition to sending a copy of the audit, when applicable, the Contractor must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by the Department.
- Copy of the Management Letter.

42. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION—PRIMARY AND LOWER TIER COVERED TRANSACTIONS

- Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - Have not within a three-year period preceding this contract, 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 or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

- 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 section; and,
- Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
- Where the Contractor is unable to certify to any of the statements in this contract, the Contractor shall attach an explanation to this contract.
- The Contractor agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.
- The Contractor further agrees by signing this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
 - The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of these regulations.

The Contractor also agrees to access the Federal Exclusion List at www.sam.gov and provide Federal Exclusion documentation to the Department and to keep a copy on file with the Contractor's project records.

43. CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990, 28 C.F.R. Part 35 will be required, as specified by the local building Department.

44. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- "Confidential Information" as used in this section includes:
 - All material provided to the Contractor by the Department that is designated as "confidential" by the Department;
 - All material produced by the Contractor that is designated as "confidential" by the Department; and
 - All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the Department or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide the Department with its policies and procedures on confidentiality. The Department may require changes to such policies and procedures as they apply to this Contract whenever the Department reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the Department. Upon request, the Contractor shall immediately return to the Department any

Confidential Information that the Department reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- Unauthorized Use or Disclosure. The Contractor shall notify the Department within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

45. CONFORMANCE

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

46. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Department. The Department shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to the Department effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions.

"Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to the Department a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the Department.

The Contractor shall exert all reasonable effort to advise the Department, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide the Department with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. The Department shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

47. DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

48. DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of the Department, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Contract number; and,
- be mailed to the Director and the other party's (respondent's) Contract Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

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

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

49. DUPLICATE PAYMENT

The Contractor certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

50. ETHICS/CONFLICTS OF INTEREST

In performing under this Contract, the Contractor shall assure compliance with the Ethics in Public Service Act (Chapter 42.52 RCW) and any other applicable state or federal law related to ethics or conflicts of interest.

51. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

52. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, the Department, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the Contractor's performance or failure to perform the Contract. The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by the Contractor's agents, employees, representatives, or any Subcontractor or its agents, employees, or representatives.

The Contractor's obligation to indemnify, defend, and hold harmless shall not be eliminated by any actual or alleged concurrent negligence of the state or its agents, agencies, employees and officers.

Subcontracts shall include a comprehensive indemnification clause holding harmless the Contractor, the Department, the state of Washington, its officers, employees and authorized agents.

The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

53. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the State of Washington or the Department. The Contractor will not hold itself out as or claim to be an officer or employee of the Department or of the State of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

54. INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, The Department may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. The Department may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the Department under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

55. LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

- UNITED STATES LAWS, REGULATIONS AND CIRCULARS (FEDERAL)
 - Audits

- Office of Management and Budget (OMB) Revised Circular A-133 “Audits of States, Local Governments, and Non-Profit Organizations.”
- Environmental Protection and Review
 - Coastal Zone Management Act of 1972, 16 USC §§1451-1464 HUD’s implementing regulations at 24 CFR parts 50 or 58, as appropriate.
 - Lead Based Paint Poisoning Prevention Act, 42 USC 4821-4846 also 24 CFR 982.401(j).
 - National Environmental Policy Act of 1969, 42 USC 4321 et seq. and the Implementing Regulations of 24 CFR 58 (HUD) and 40 CFR 1500-1508 (Council on Environmental Quality) Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 USC 4851-4856.
- Flood Plains
 - Flood Disaster Protection Act of 1973, 42 USC 4001-4128.
- Labor and Safety Standards
 - All Rental Units Assisted with Federal Funds Must Meet the Section 8 Housing Quality Standards (HQS) and Local Housing Code Requirements for the duration of the Affordability Period.
 - Convict Labor, 18 USC 751, 752, 4081, 4082.
 - Davis Bacon Act, 40 USC 276a-276a-5.
 - Drug-Free Workplace Act of 1988, 41 USC 701 et seq.
 - Federal Fair Labor Standards Act, 29 USC 201 et seq.
 - Work Hours and Safety Act of 1962, 40 USC 327-330 and Department of Labor Regulations, 29 CFR Part 5.
 - Title IV of the Lead Based Paint Poisoning Prevention Act, 42 USC 4831, 24 CFR Part 35.
- Laws against Discrimination
 - Age Discrimination Act of 1975, Public Law 94-135, 42 USC 6101-07, 45 CFR Part 90 Nondiscrimination in Federally Assisted Programs.
 - Americans with Disabilities Act of 1990, Public Law 101-336.
 - Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60.
 - Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102.
 - Fair Housing Act (42 USC 3601-19) and implementing regulations at 24 CFR part 100. Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8.
 - Fair Housing, Title VIII of the Civil Rights Act of 1968, Public Law 90-284, 42 USC 3601-19.
 - Handicapped Employees of Government Contractors, Rehabilitation Act of 1973, Section 503, 29 USC 793.
 - Handicapped Recipients of Federal Financial Assistance, Rehabilitation Act of 1973, Section 504, 29 USC 794.
 - Minority Business Enterprises, Executive Order 11625, 15 USC 631.
 - Minority Business Enterprise Development, Executive Order 12432, 48 FR 32551.
 - Nondiscrimination and Equal Opportunity, 24 CFR 5.105(a).
 - Nondiscrimination in Benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 USC 2002d et seq, 24 CFR Part 1.
 - Nondiscrimination in Employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352.
 - Nondiscrimination in Federally Assisted Programs.
 - Nondiscrimination in Federally Assisted Construction Contracts, Executive Order 11246, 42 USC 2000e, as amended by Executive Order 11375, 41 CFR Chapter 60.

- Section 3, Housing and Urban Development Act of 1968, 12 USC 1701u (See 24 CFR 570.607(b)).
- Office of Management and Budget Circulars
 - Cost Principles for State, Local and Indian Tribal Governments, OMB Circular A-87, 2 CFR, Part 225.
 - Cost Principles for Nonprofit Organizations, OMB Circular A-122, (if the Contractor is a nonprofit organization).
 - Grants and Cooperative Agreements with State and Local Governments, OMB Circular A-102, (if the Contractor is a local government or federally recognized Indian tribal government).
 - Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations, OMB Circular A-110.
- Other
 - Anti-Kickback Act, 18 USC 874; 40 USC 276b, 276c; 41 USC 51-54.
 - H.R. 3547, Consolidated Appropriations Act, 2014.
 - Governmental Guidance for New Restrictions on Lobbying; Interim Final Guidance, Federal Register 1, Vol. 54, No. 243\Wednesday, December 20, 1989.
 - Hatch Political Activity Act, 5 USC 1501-8.
 - Lobbying and Disclosure, 42 USC 3537a and 3545 and 31 USC 1352 (Byrd Anti-Lobbying Amendment). 31 USC 1352 provides that Contractors who apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or other award covered by 31 USC 1352. Each tier must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
 - Non-Supplanting Federal Funds.
 - Section 8 Housing Assistance Payments Program.
- Privacy
 - Privacy Act of 1974, 5 USC 522a.
- Relocation

Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970 and implementing regulations at 49 CFR part 24.

 - Section 104(d) of the Housing and Community Development Act of 1974 and the implementing regulations at 24 CFR part 570.

- WASHINGTON STATE LAWS AND REGULATIONS

- Affirmative Action, RCW 41.06.020 .
- Departments of Directors or Officers of Non-Profit Corporations – Liability - Limitations, RCW 4.24.264.
- Disclosure-Campaign Finances-Lobbying, Chapter 42.17 RCW.
- Discrimination-Human Rights Commission, Chapter 49.60 RCW.
- Ethics in Public Service, Chapter 42.52 RCW.
- Affordable Housing Program, Chapter 43.185 RCW
- Interlocal Cooperation Act, Chapter 39.34 RCW.
- Noise Control, Chapter 70.107 RCW.
- Office of Minority and Women's Business Enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- Open Public Meetings act, Chapter 42.30 RCW.
- Prevailing Wages on Public Works, Chapter 39.12 RCW.

- Public Records Act, Chapter 42.56 RCW.
- Relocation Assistance - Real Property Acquisition Policy, Chapter 8.26 RCW.
- Shoreline Management Act of 1971, Chapter 90.58 RCW.
- State Budgeting, Accounting, and Reporting System, Chapter 43.88 RCW.
- State Building Code, Chapter 19.27 RCW and Energy-Related Building Standards, Chapter 19.27A RCW, and Provisions in Buildings for Aged and Handicapped Persons, Chapter 70.92 RCW.
- State Coastal Zone Management Program Section 309 Assessment and Strategy (Publication 01-06-003), Shorelands and Environmental Assistance Program, Washington State Department of Ecology.
- State Environmental Policy, Chapter 43.21C RCW.
- State Executive Order 05-05, Archeological and Cultural Resources.

56. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

57. LIMITATION OF AUTHORITY

Amendments must be mutually negotiated. Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to negotiate alterations, amendments, modifications, or waivers to any clause or condition of this Contract.

58. LOCAL PUBLIC TRANSPORTATION COORDINATION

Where applicable, Contractor shall participate in local public transportation forums and implement strategies designed to ensure access to services.

59. NOTIFICATION OF TENANT RIGHTS/RESPONSIBILITIES

The Contractor shall provide all tenants, if any, with information outlining tenant rights and responsibilities under the Washington State Landlord Tenant laws, Title 59, Revised Code of Washington.

The Contractor shall also provide all occupants of property acquired with U.S. Department of Housing and Urban Development (HUD) funds notice regarding their eligibility for relocation assistance. Such notices will be provided as required by the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended and referenced in 49 CFR part 24 and Section 104(d) of the Housing and Community Development Act of 1974, as amended and referenced in 24 CFR 570 and noted in HUD's Handbook No. 1378. Notifications will include but not be limited to:

- General Information Notice
- Notice of Displacement/Non-Displacement

60. POLITICAL ACTIVITIES

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

61. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

A Contractor which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with OMB Circulars A-102, Uniform Administrative Requirements for Grants in Aid for State and Local Governments, for all purchases funded by this Contract.

A Contractor which is a nonprofit organization shall establish procurement policies in accordance with OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Nonprofit Agencies, for all purchases funded by this Contract.

The Contractor's procurement system should include at least the following:

- A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
- Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
- Minimum procedural requirements, as follows:
 - Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
 - Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
 - Positive efforts shall be made to use small and minority-owned businesses.
 - The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Contractor, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
 - Contracts shall be made only with reasonable subcontractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
 - Some form of price or cost analysis should be performed in connection with every procurement action.
 - Procurement records and files for purchases shall include all of the following:
 - Contractor selection or rejection.
 - The basis for the cost or price.
 - Justification for lack of competitive bids if offers are not obtained.
- A system for contract administration to ensure Contractor conformance with terms, conditions and specifications of this Contract, and to ensure adequate and timely follow-up of all purchases.
 - Contractor and Subcontractor must receive prior approval from the Department for using funds from this Contract to enter into a sole source contract or a contract where only one bid or proposal is received when value of this contract is expected to exceed \$5,000.

Prior approval requests shall include a copy of proposed contracts and any related procurement documents and justification for non-competitive procurement, if applicable.

62. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

63. PUBLICITY

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or the Department's name is mentioned, or language used from which the connection with the state of Washington's or the Department's name may reasonably be inferred or implied, without the prior written consent of the Department.

64. RECAPTURE

In the event that the Contractor fails to perform this contract in accordance with state laws, federal laws, and/or the provisions of this contract, The Department reserves the right to recapture funds in an amount to compensate the Department for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by the Department. In the alternative, The Department may recapture such funds from payments due under this contract.

65. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

66. RIGHT OF INSPECTION

At no additional cost all records relating to the Contractor's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by the Department, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor shall provide access to its facilities for this purpose.

67. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, The Department may terminate the Contract under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

68. SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Contract and to this end the provisions of this Contract are declared to be severable.

69. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of the Department.

If the Department approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, the Department in writing may (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to the Department if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the Department for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that the Department and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

70. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

71. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

72. TERMINATION FOR CAUSE/SUSPENSION

If the Department concludes that the Contractor has failed to comply with the terms and conditions of this Contract, or has failed to use the loan proceeds only for those activities identified in the declared SCOPE OF WORK, or has otherwise materially breached one or more of the covenants in this Contract, the Department may at any time, at its discretion, upon notice to the Contractor, terminate the Contract and/or its attached agreements in whole or in part and declare the entire remaining balance of the loan, together with any interest accrued, immediately due and payable in full. Such Notice of Termination for Cause shall be in writing, shall state the reason(s) for such termination, and shall specify the effective date of the termination. The effective date of the termination will be determined by the Department. Such notice shall inform the Contractor of the breach of the relevant covenant and shall allow the Contractor at least thirty (30) business days to cure such breach, if curable. The notice shall instruct the Contractor that, if the breach is not cured or cannot be cured within thirty (30) business days, the outstanding balance of the loan shall be due and payable. If this Contract is so terminated, the Department shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

Nothing in this section shall affect the Contractor's obligations to immediately repay the unpaid balance of the loan as prescribed in the Washington Administrative Code (WAC) 246-296-150.

73. TERMINATION FOR CONVENIENCE

The Department may terminate this Contract in the event that federal or state funds are no longer available to the Department, or are not appropriated for the purpose of meeting the Department's obligations under this Contract. The Department shall notify the Contractor in writing of its determination to terminate and the reason for such termination. The effective date of the termination will be determined by the Department. If this Contract is so terminated, the Department shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination. Nothing in this section shall affect Contractor's obligations to repay the unpaid balance of the loan.

74. CONFLICT OF INTEREST

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

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Contractor and their subcontractor(s) must identify and state of Washington employees for former state employees employed or on the firm's governing board during the past 24 months. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by the Department of Health that a conflict of interest exists, the Contractor may be disqualified from further consideration for the award of a contract.

In the event this contract is terminated as provided above, the Department shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of the department provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Department makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

75. TERMINATION PROCEDURES

After receipt of a notice of termination, except as otherwise directed by the Department, the Contractor shall:

- Stop work under the Contract on the date, and to the extent specified, in the notice;
- Place no further orders or subcontracts for materials, services, or facilities related to the Contract;
- Assign to the Department all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the Contractor to settle such claims must have the prior written approval of the Department; and
- Preserve and transfer any materials, contract deliverables and/or the Department property in the Contractor's possession as directed by the Department.

Upon termination of the Contract, the Department shall pay the Contractor for any service provided by the Contractor under the Contract prior to the date of termination. The Department may withhold any amount due as the Department reasonably determines is necessary to protect the Department against potential loss or liability resulting from the termination. The Department shall pay any withheld amount to the Contractor if the Department later determines that loss or liability will not occur.

The rights and remedies of the Department under this section are in addition to any other rights and remedies provided under this Contract or otherwise provided under law.

76. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of the Department.

77. WORK HOURS AND SAFETY STANDARDS

The Contract Work Hours and Safety Standards Act (40 USC 327-333)-Where applicable, all contracts awarded by recipients in excess of \$100,000 for construction and other purposes that involve the employment of mechanics or laborers must include a provision for compliance with Section 102 and 107 of the Contract Work Hours Safety Standards Act (40 USC 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each subcontractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic is required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ATTACHMENT I: ATTORNEY'S CERTIFICATION

**DRINKING WATER STATE REVOLVING FUND
(MUNICIPAL)**

**City of College Place
PCL31572-0**

I, _____, hereby certify:

I am an attorney at law admitted to practice in the State of Washington and the duly appointed attorney of the Contractor identified on the Declarations Page of the Contract identified above; and

I have also examined any and all documents and records, which are pertinent to the Contract, including the application requesting this financial assistance.

Based on the foregoing, it is my opinion that:

- a) The Contractor is a public body, properly constituted and operating under the laws of the State of Washington, empowered to receive and expend federal, state and local funds, to contract with the State of Washington, and to receive and expend the funds involved to accomplish the objectives set forth in their application.
- b) The Contractor is empowered to accept the Drinking Water State Revolving Fund financial assistance and to provide for repayment of the loan as set forth in the loan agreement.
- c) There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin the Contractor from repaying the Drinking Water State Revolving Fund loan extended by the DOH with respect to such project. The Contractor is not a party to litigation, which will materially affect its ability to repay such loan on the terms contained in the loan agreement.
- d) Assumption of this obligation would not exceed statutory and administrative rule debt limitations applicable to the Contractor.

Signature of Attorney

Date

Name

Address

ATTACHMENT II: FEDERAL AND STATE REQUIREMENTS

1. ENVIRONMENTAL AUTHORITIES

- Archeological and Historic Preservation Act of 1974, Public Law 86-523 as amended
- Clean Air Act, Public Law 84-159 as amended
- Coastal Zone Management Act, Public Law 92-583 as amended
- Endangered Species Act, Public Law 93-205 as amended
- Environmental Justice, Executive Order 12898
- Floodplain Management, Executive Order 11988 as amended by Executive Order 12148
- Protection of Wetlands, Executive Order 11990
- Farmland Protection Policy Act, Public Law 97-98
- Fish and Wildlife Coordination Act, Public Law 85-624 as amended
- National Historic Preservation Act of 1966, Public Law 89-665 as amended
- Safe Drinking Water Act, Public Law 93-523 as amended
- Wild and Scenic Rivers Act, Public Law 90-542 as amended

2. ECONOMIC AND MISCELLANEOUS AUTHORITIES

- Demonstration Cities and Metropolitan Development Act of 1996, Public Law 89-754 as amended, Executive Order 12372
- Procurement Prohibitions under Section 306 of the Clean air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans
- Uniform Relocation and Real Property Policies Act, Public Law 91-646 as amended
- Debarment and Suspension, Executive Order 12549
- H.R. 3547, Consolidated Appropriations Act, 2014.

3. SOCIAL POLICY AUTHORITIES

- Age Discrimination Act of 1975, Public Law 94-135
- Title VI of the Civil Rights Act of 1964, Public Law 88-352
- Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Public Law 92-500 (the Clean Water Act)
- Section 504 of the Rehabilitation Act of 1973, Public Law 93-112 (including Executive Orders 11914 and 11250)
- Equal Employment Opportunity, Executive Order 11246
- Disadvantaged Business Enterprise, Public Law 101-549 (the Clean Air Act), and Public Law 102-389 (the Clean Water Act)
- Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Public Law 100-590

4. STATE LAWS

- Chapter 36.70A RCW, Growth Management Act
- Chapter 39.80 RCW, Contracts for Architectural and Engineering Services
- Chapter 39.12 RCW, Washington State Public Works Act
- Chapter 43.20 RCW, State Department of Health
- Chapter 43.70 RCW, Department of Health
- Chapter 43.155 RCW, Public Works Project
- Chapter 70.116 RCW, Public Water Systems Coordination Act of 1977
- Chapter 70.119 RCW, Public Water Supply Systems Certification and Regulation of Operations
- Chapter 70.119A RCW, Public Water Systems, Penalties & Compliances
- Chapter 246-290 WAC, Group A Public Water Systems
- Chapter 246-291 WAC, Group B Public Water Systems
- Chapter 246-292 WAC, Waterworks Operator Certification Regulations
- Chapter 246-293 WAC, Water Systems Coordination Act
- Chapter 246-294 WAC, Drinking Water Operating Permits
- Chapter 246-295 WAC, Satellite System Management Agencies
- Chapter 246-296 WAC Drinking Water State Revolving Fund Loan Program
- Chapter 173-160 WAC, Minimum Standards for Construction & Maintenance of Wells

- Title 173 WAC, Department of Ecology Rules
- Title 40 Part 141 Code of Federal Regulations, Federal National Primary Drinking Water Regulations (Section Adopted by Reference)

ATTACHMENT III: DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

1. GENERAL COMPLIANCE, 40 CFR, PART 33

The Contractor agrees to comply with the requirements of Environmental Protection Agency's Program for Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE) in procurement under this Contract, contained in 40 CFR, Part 33.

2. FAIR SHARE OBJECTIVES, 40 CFR, PART 33, SUBPART D

The following are exemptions from the fair share objective Requirements:

- Grant and loan recipients receiving a total of \$250K or less in EPA financial assistance in a given fiscal year.
- Tribal recipients of Performance Partnership Eligible grants under 40 CFR Part 35, Subpart B.
 - There is a 3-year phase in period for the requirement to negotiate fair share goals for Tribal and Insular Area recipients.
- Recipients of Technical Assistance Grants.

The Fair Share Objectives or goals for the utilization of disadvantaged businesses negotiated with EPA by the WA Office of Minority Women Business are stated below.

Construction	10% MBE	6% WBE
Supplies	8% MBE	4% WBE
Equipment	8% MBE	4% WBE
Purchased Services	10% MBE	4% WBE

By signing this Contract, the Contractor is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as WA Office of Minority Women Business goal is being adopted.

3. SIX GOOD FAITH EFFORTS, 40 CFR, PART 33, SUBPART C

Pursuant to 40 CFR, Section 33.301, the Contractor agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply.

Records documenting compliance with the six good faith efforts shall be retained. The six good faith efforts shall include:

- Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local Government recipients, this will include placing the Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- Consider in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State and Local Government recipients, this will include dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of The Department of Health.

- If the prime contractor awards subcontracts, also require the prime contractor to take the five good faith efforts in paragraphs A through E above.
4. MBE/WBE REPORTING, 40 CFR, PART 33, SECTIONS 33.502 AND 33.503
- Contractor is required to submit MBE/WBE participation reports to the Department and/or the Department of Health, on a quarterly basis, beginning with the Federal fiscal year reporting period the Contractor receives the award and continuing until the project is completed.
5. CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, SECTION 33.302
- The Contractor agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.
- The Contractor agrees to require all general contractors to provide forms: EPA Form 6100-2 DBE Subcontractor Participation Form and EPA Form 6100-3 DBE Subcontractor Performance Form to all its Disadvantaged Business Enterprise subcontractors, engineers, vendors, and any other entity for work or services listed in the declared SCOPE OF WORK. These two (2) forms may be obtained from the EPA Office of Small Business Program's website on the internet at <http://www.epa.gov/osbp/grants.htm>.
- The Contractor agrees to require all general contractors to complete and submit to the Contractor and Environmental Protection Agency EPA Form 6100-4 DBE Subcontractor Utilization Form beginning with the Federal fiscal year reporting period the Contractor receives the award and continuing until the project is completed. Only procurements with certified MBE/WBEs are counted toward a Contractor's MBE/WBE accomplishments.
6. BIDDERS LIST, 40 CFR, SECTION 33.501(b) AND (c)
- The Contractor is also required to create and maintain a bidders list if the Contractor of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.
- Section 33.501(b) of the rule is as follows:
- A recipient of a Continuing Environmental Program Grant or other annual grant must create and maintain a bidders list. In addition, a recipient of an EPA financial assistance agreement to capitalize a revolving loan fund also must require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. The purpose of a bidders list is to provide the recipient and entities receiving identified loans who conduct competitive bidding with as accurate a database as possible about the universe of MBE/WBE and non-MBE/WBE prime and subcontractors. The list must include all firms that bid or quote on prime contracts or bid or quote on subcontracts under EPA assisted projects, including both MBE/WBEs.
- The bidders list must be kept until the grant project period has expired and the recipient is no longer receiving EPA funding under the grant. For entities receiving identified loans, the bidders list must be kept until the project period for the identified loan has ended. The following information must be obtained from all prime and subcontractors:
- Entity's name with point of contact;
 - Entity's mailing address, telephone number, and e-mail address;
 - The procurement on which the entity bid or quoted, and when; and
 - Entity's status as a MBE/WBE¹ or non-MBE/WBE.

The exemption found at § 33.501(c) is as follows:

A recipient of an EPA financial assistance agreement in the amount of \$250,000 or less for any single assistance agreement, or of more than one financial assistance agreement with a combined total of \$250,000 or less in any one fiscal year, is exempt from the paragraph (b) of this section requirement to create and maintain a bidders list. Also, a recipient under the CWSRF, DWSRF, or BCRLF Program is not required to apply the paragraph (b) of this section bidders list requirement of this subpart to an entity receiving an identified loan in an amount of \$250,000 or less, or to an entity receiving more than one identified loan with a combined total of \$250,000 or less in any one fiscal year. This exemption is limited to the paragraph (b) of this section bidders list requirements of this subpart.

¹ Qualified Women and Minority business enterprises may be found on the Internet at www.omwbe.wa.gov or by contacting the Washington State Office of Minority and Women's Enterprises at 360-704-1181.

ATTACHMENT IV: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS



United States Environmental Protection Agency
Washington, DC 20460

EPA Project Control Number

The prospective participant certifies to the best of its knowledge and belief that it and the 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 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 antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

☐

I am unable to certify to the above statements. My explanation is attached.

EPA Form 5700-49 (11-88)

ATTACHMENT V: DWSRF ELIGIBLE PROJECT COSTS

Must be directly attributable to the project.

1. The costs for complying with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
2. DWSRF loan fees.
3. The purchase of a portion of another system's capacity, if it is the most cost effective solution (limited to publicly owned (municipal) systems).
4. Construction of reservoirs (clear wells) that are part of the treatment process and are collocated with the treatment facility.
5. Construction of distribution reservoirs (finished water).
6. Cost associated with restructuring or consolidation of existing water systems by publicly owned water systems.
7. Main extensions to connect to safe and reliable sources of drinking water.
8. Cost associated with collecting and preparing environmental assessment documents to obtain local permits.
9. Direct labor including related employee benefits:
 - 9.1. Salaries and wages (at actual or average rates) covering productive labor hours of employees of the borrower (excluding the administrative organization of the operating unit involved) for periods of time actively or incidentally engaged in pre-design engineering, design engineering, construction engineering, acquisition of rights of way, and the cleaning, sterilization or bacteriological testing of water system components prior to public use. The costs of services rendered by employees generally classified as administration/project management of the loan are considered a direct cost only when such employees are assigned the types of services described above and shall be limited to 3% or less of the project loan amount.
 - 9.2. Employee benefits relating to labor are considered a direct cost of construction projects. The following items may be included as employee benefits:
 - F.I.C.A. (Social Security) –employer's share.
 - Retirement benefits.
 - Hospital, health, dental, and other welfare insurance.
 - Life insurance.
 - Industrial and medical insurance.
 - Vacation.
 - Holiday.
 - Sick leave.
 - Military leave and jury duty.

Employee benefits must be calculated as a percentage of direct labor dollars. The computation of predetermined percentage rates to be applied to current labor costs must be based on the average of total employee benefits and total labor costs for the prior fiscal year and adjusted by known current year variations.

- Other than work identified in Number 9.1, no costs associated with labor performed by the borrower's employees, including force account work, are eligible for financing assistance.
10. Contract engineering, planning, design, legal, and financial planning services. The Department reserves the right to declare ineligible legal costs that are unreasonable and disproportionate to the project.
 11. Contract preconstruction work.
 12. Direct vehicle and equipment charges at the actual rental cost paid for the equipment or, in the case of city or county-owned equipment, at the rental rates established by the local government's "equipment rental and revolving fund" following the methods prescribed by the division of municipal corporations. However, such costs must be charged on a uniform basis to equipment used for all projects regardless of the source of funding. Cities with a population of eight thousand or less not using this type of fund are allowed the same rates as used by the State Department of Transportation.
 13. Direct materials and supplies.
 14. Other direct costs incurred for materials or services acquired for a specific project are eligible costs and may include, but are not limited to such items as:
 - 14.1. Telephone charges.
 - 14.2. Reproduction and photogrammetry costs.
 - 14.3. Video and photography for project documentation.
 - 14.4. Computer usage.
 - 14.5. Printing and advertising.
 15. Other project related costs include:
 - 15.1. Competitive Bidding.
 - 15.2. Audit.
 - 15.3. Insurance.
 - 15.4. Prevailing wages.
 - 15.5. Attorney fees.
 - 15.6. Environmental Review.
 - 15.7. Archaeological Survey.

Water system plan and Small water system management program and plan amendments costs are eligible for reimbursement.

Projects may be designed to accommodate reasonable growth. This is generally the 20-year projection included in the system's water system plan or small water system management program.

ATTACHMENT VI: LABOR STANDARD PROVISIONS FOR SUBRECIPIENTS THAT ARE GOVERNMENTAL ENTITIES

Wage Rate Requirements Under The Consolidated and Further Continuing Appropriations Act, 2015 (P.L. 113-235)

For Subrecipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under the FY 2015 appropriations act with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact Department of Health. If a State recipient needs guidance, they may obtain additional guidance from DOL's web site at <http://www.dol.gov/whd/>.

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the FY 2015 Consolidated and Further Continuing Appropriations Act, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

- (i) While the solicitation remains open, the subrecipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.
- (ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in

accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2015 appropriations act, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be

permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier

subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB.

Subrecipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the Department of Health and to the appropriate DOL Wage and Hour District Office listed at <https://www.dol.gov/whd/local/>.