



CASTLE ROCK CITY COUNCIL AGENDA

Regular Meeting: Monday, April 13, 2026
7:30 PM

Location

Castle Rock Senior Center
222 Second Ave SW
Castle Rock, WA 98611

AGENDA

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1. CALL TO ORDER

- a. Pledge of Allegiance
- b. Roll Call
- c. Changes to Agenda

2. PROCLAMATIONS & PRESENTATIONS

3. CITIZEN COMMENTS - maximum 3 minutes

4. DEPARTMENT REPORTS

- City Attorney Nikki Thompson
- Police Chief Charlie Worley
- Public Works Director Tyler Stone
- City Engineer Tom Gower
- Clerk-Treasurer Carie Cuttonaro
- 1. 2025 Financial Reports (page 3-5)

5. COUNCIL AND AD HOC COMMITTEE REPORTS

- Mayor / Mayor Pro-Tempore / Councilmembers
- CRCDA Representative

6. PUBLIC HEARINGS

7. CONSENT AGENDA

- a. March 9, 2026 Regular Council Meeting Minutes (page 6-7)
- b. March 23, 2026 Regular Council Meeting Minutes (page 8-9)
- c. March 2026 invoices as described in the Fund Transaction Summary Report in the amount of \$766,624.62. (page 10-11)

8. OLD BUSINESS

9. NEW BUSINESS

- a. Ordinance No. 2026-02, an ordinance of the City of Castle Rock, Washington, amending Chapter 6.02 of the Castle Rock Municipal Code by adding subsection 6.02.070.C, related to dog registration to add limited exceptions, and adding a new section 6.02.205 authorizing a spay-neuter release program for cats. (page 12-15)

- b. Ordinance No. 2026-03, an ordinance of the City of Castle Rock, Washington amending section 8.06.070, "Enforcement—Penalties" of the Castle Rock Municipal Code (CRMC) to clarify 4th and subsequent noise offenses, providing for severability, and establishing an effective date. (page 16-17)
- c. Ordinance No. 2026-04, an ordinance of the City of Castle Rock, Washington amending section 17.16.180(G), "Hearing Examiner", section 17.16.349.1, "Hearing Examiner", section 17.20.090, "Powers of the Examiner", section 17.79.070, "Hearings Examiner Authority", of the Castle Rock Municipal Code (CRMC) to expand Hearing Examiner Authority to hear general administrative appeals, providing for severability, and establishing an effective date. (page 18-20)
- d. Interlocal Agreement for Animal Sheltering Services and Animal Sheltering Contract 2026. (page 21-58)
- e. Right of Way Procedures (page 59-67)
- f. Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement with Gibbs & Olson, Inc., for design of the Huntington Ave S Roundabout project, in the amount of \$740,000.00. (page 68-144)

10. OTHER BUSINESS

11. ADJOURNMENT

NEXT REGULAR COUNCIL MEETINGS:

<u>2Q26</u>	<u>3Q26</u>	<u>4Q26</u>	<u>1Q27</u>
April 13	July 13	October 12	January 11
April 27	July 27	October 26	January 25
May 11	August 10	November 09	February 08
Tuesday, May 26	August 24	November 23	February 22
June 08	September 14	December 14	March 08
June 22	September 28	December 28	March 22

Non-Discrimination Statement: This institution is an equal opportunity provider and employer. If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at https://www.ascr.usda.gov/sites/default/files/Complain_combined_6_8_12_508_0.pdf or at any USDA office, or call 866.632.9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter by mail to USDA, Office of the Assistant Secretary for Civil Rights, 1400 Independence Ave, SW, Stop 9410, Washington, DC 20250-9410 or email to program.intake@usda.gov or by fax (202) 690-7442.

Title VI: The City of Castle Rock ensures compliance with Title VI of the Civil Rights Act of 1964 and American Disabilities Act of 1990 by prohibiting discrimination against any person on the basis of race, color, national origin, sex or disabilities in the provision of benefits and services from its federal assisted programs and activities. If you need special accommodations to participate in this meeting, please contact Carie Cuttonaro at 360.274.8181 by 9:00 a.m. three days prior to the meeting.

City Council may add and take action on other items not listed on this Agenda.

2025 Expenditures

<u>Fund</u>	<u>Sub</u>	<u>#</u>	<u>Total</u>	<u>Budget</u>	<u>Remaining</u>	<u>% Expended</u>
General						
	Legislative	010 010	91,781.59	87,158.00	(4,623.59)	105.30%
	Municipal	010 020	92,735.15	95,510.00	2,774.85	97.09%
	Financial	010 030	155,274.05	165,355.00	10,080.95	93.90%
	Law Enforcement	010 040	1,364,200.74	1,390,759.00	26,558.26	98.09%
	Parks	010 060	7,225.73	23,863.00	16,637.27	30.28%
	Building/Planning	010 070	282,859.25	315,030.00	32,170.75	89.79%
	Non-Departmental	010 099	386,065.23	480,423.00	94,357.77	80.36%
General Total		010	2,380,141.74	2,558,098.00	177,956.26	93.04%
Streets		100	283,787.11	326,053.00	42,265.89	87.04%
Building Code		115	35,826.49	48,590.00	12,763.51	73.73%
Visitor Center		120	42,705.80	50,689.00	7,983.20	84.25%
Library		130	14,900.04	17,090.00	2,189.96	87.19%
Criminal Justice		140	570.00	1,667.00	1,097.00	34.19%
Local Criminal Justice		145	27,033.05	76,300.00	49,266.95	35.43%
DOT Spoils Site		170	79,767.55	146,645.00	66,877.45	54.40%
Public Works Vehicle Replacement		180	30,304.66	45,000.00	14,695.34	67.34%
Swimming Pool Construction		300	45,000.00	45,000.00	-	100.00%
REET Construction		310	32,916.08	93,600.00	60,683.92	35.17%
Street Construction		320	559,053.61	3,790,464.00	3,231,410.39	14.75%
Water/Sewer Operating		400	2,227,389.71	2,255,472.00	28,082.29	98.75%
Regional Water System		410	623,765.60	710,186.00	86,420.40	87.83%
Stormwater Management		420	164,534.26	242,139.00	77,604.74	67.95%
Stormwater Capital		425	147,486.77	256,500.00	109,013.23	57.50%
Regional Water Capital		430	3,837.41	135,225.00	131,387.59	2.84%
Muni Water Capital Improvement		435	868,821.25	1,618,200.00	749,378.75	53.69%
Muni Sewer Cap Impr Reserve		470	52,054.47	118,100.00	66,045.53	44.08%
Boat Launch Facility		475	58,546.08	66,389.00	7,842.92	88.19%
Utility Deposit		631	5,815.32	12,000.00	6,184.68	48.46%
Transportation Benefit District		632	186,568.65	279,147.00	92,578.35	66.84%
State Custodial Pass-Thru Fund		634	12,625.73	24,980.00	12,354.27	50.54%
	Totals		7,883,451.38	12,918,534.00	5,035,082.62	61.02%

2025 Revenue

<u>Fund</u>	<u>#</u>	<u>Total</u>	<u>Budget</u>	<u>Remaining</u>	<u>% Received</u>
General	010	2,267,558.94	2,348,098.00	80,539.06	96.57%
Streets	100	277,543.37	324,860.00	47,316.63	85.43%
Building Code	115	44,097.65	55,000.00	10,902.35	80.18%
Visitor Center	120	48,435.51	47,000.00	(1,435.51)	103.05%
Library	130	4,813.08	2,450.00	(2,363.08)	196.45%
Criminal Justice	140	5,771.52	4,451.00	(1,320.52)	129.67%
Local Criminal Justice	145	68,898.37	58,000.00	(10,898.37)	118.79%
Accumulative Reserve	150	592.73	-	(592.73)	0.00%
CDBG Grant/Home Rehab Proj	160	6,002.52	-	(6,002.52)	0.00%
DOT Spoils Site	170	121,665.33	113,000.00	(8,665.33)	107.67%
Public Works Vehicle Replacement	180	45,741.20	45,000.00	(741.20)	101.65%
Police Vehicle Replacement	185	11,103.00	10,000.00	(1,103.00)	111.03%
Drug Enforcement	190	81.48	200.00	118.52	40.74%
Low Income Housing	195	5,104.55	3,000.00	(2,104.55)	170.15%
Swimming Pool Construction	300	4,523.65	-	(4,523.65)	0.00%
REET Capital Fund	310	43,933.88	30,000.00	(13,933.88)	146.45%
Street Construction	320	533,461.22	3,790,464.00	3,257,002.78	14.07%
Water/Sewer Operating	400	2,205,315.97	2,161,669.00	(43,646.97)	102.02%
Regional Water System	410	706,880.63	710,186.00	3,305.37	99.53%
Stormwater Management	420	214,649.96	219,900.00	5,250.04	97.61%
Stormwater Capital	425	814.04	238,500.00	237,685.96	0.34%
Regional Water Capital	430	50,226.68	43,225.00	(7,001.68)	116.20%
Muni Water Capital Improvement	435	678,561.73	107,500.00	(571,061.73)	631.22%
Water Bond Reserve	440	6,084.01	-	(6,084.01)	0.00%
Sewer Bond Reserve	450	9,425.04	-	(9,425.04)	0.00%
Sewer Loan Reserve Fund	460	573.97	-	(573.97)	0.00%
Short Lived Asset Reserve Fund	463	1,382.22	-	(1,382.22)	0.00%
Muni Sewer Cap Impr Reserve	470	55,204.99	52,500.00	(2,704.99)	105.15%
Boat Launch Facility	475	31,785.86	31,600.00	(185.86)	100.59%
Utility Deposit	631	9,589.77	12,000.00	2,410.23	79.91%
Transportation Benefit District	632	184,101.12	150,285.00	(33,816.12)	122.50%
State Custodial Pass-Through Fund	634	12,758.23	24,980.00	12,221.77	51.07%
Totals		7,656,682.22	10,583,868.00	2,927,185.78	72.34%

Cash and Investment Activity

Fiscal: 2025

Fund		Cash Balance				Investments					Total Ending Balance
		Beginning	Activity		Ending	Beginning	Activity			Ending	
			In	Out			Acquired	Interest	Liquidated		
010	General Fund	\$96,123.70	\$2,908,966.99	\$2,631,681.14	\$373,409.55	\$888,666.57	\$251,527.60	\$23,202.18	\$664,598.43	\$498,797.92	\$872,207.47
011	Petty Cash/Change Fund	\$760.00	\$0.00	\$0.00	\$760.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$760.00
100	Street Fund	\$2,253.78	\$355,990.03	\$362,281.30	(\$4,037.49)	\$15,590.78	\$78,491.94	\$1,122.28	\$79,566.69	\$15,638.31	\$11,600.82
115	Building Code Account Fund	\$30,822.02	\$66,130.34	\$52,999.96	\$43,952.40	\$57,165.86	\$16,893.47	\$2,484.77	\$24,237.46	\$52,306.64	\$96,259.04
120	Visitor Center Fund	\$8,277.88	\$60,903.71	\$62,685.13	\$6,496.46	\$9,744.49	\$19,979.33	\$605.49	\$13,073.69	\$17,255.62	\$23,752.08
130	Library Fund	\$2,654.26	\$15,462.86	\$15,903.06	\$2,214.06	\$12,342.61	\$1,002.87	\$205.43	\$10,855.06	\$2,695.85	\$4,909.91
140	Criminal Justice Fund	\$16,586.48	\$15,651.58	\$8,829.11	\$23,408.95	\$28,582.42	\$8,259.11	\$1,281.48	\$11,161.54	\$26,961.47	\$50,370.42
145	Local Criminal Justice Fund	\$51,827.82	\$94,286.20	\$52,998.23	\$93,115.79	\$101,339.06	\$25,965.18	\$4,371.82	\$29,759.65	\$101,916.41	\$195,032.20
150	Accumulative Reserve Fund	\$8,297.34	\$4,866.24	\$2,494.76	\$10,668.82	\$13,641.67	\$2,494.76	\$592.73	\$4,866.24	\$11,862.92	\$22,531.74
160	CDBG Grant/Home Rehab Project	\$77,894.56	\$52,854.48	\$26,676.27	\$104,072.77	\$140,965.03	\$26,676.27	\$6,002.52	\$52,854.48	\$120,789.34	\$224,862.11
170	DOT Spoil Site Fund	\$11,038.29	\$154,617.45	\$139,899.01	\$25,756.73	\$27,283.36	\$60,129.06	\$2,116.21	\$35,065.93	\$54,462.70	\$80,219.43
180	Public Works Vehicle Replacement	\$846.53	\$68,402.19	\$61,593.96	\$7,654.76	\$0.00	\$31,289.30	\$741.20	\$23,402.19	\$8,628.31	\$16,283.07
185	Police Vehicle Replacement Fund	\$11,603.09	\$19,432.59	\$10,729.64	\$20,306.04	\$20,787.04	\$10,729.64	\$1,103.00	\$9,432.59	\$23,187.09	\$43,493.13
190	Drug Enforcement Fund	\$1,458.60	\$742.34	\$329.06	\$1,871.88	\$1,949.10	\$329.06	\$81.48	\$742.34	\$1,617.30	\$3,489.18
195	Low Income Housing Fund	\$25,410.95	\$50,529.69	\$41,044.60	\$34,896.04	\$44,823.24	\$41,044.60	\$2,104.55	\$47,529.69	\$40,442.70	\$75,338.74
300	Swimming Pool Const Fund, 1987	\$61,994.73	\$66,292.91	\$66,104.99	\$62,182.65	\$112,382.60	\$21,104.99	\$4,523.65	\$66,292.91	\$71,718.33	\$133,900.98
310	REET Capital Fund	\$33,890.27	\$69,052.90	\$56,852.55	\$46,090.62	\$54,566.72	\$23,936.47	\$2,438.06	\$27,557.08	\$53,384.17	\$99,474.79
320	Street Construction Capital Fund	\$2,063.15	\$547,420.64	\$573,013.03	(\$23,529.24)	\$0.00	\$11,937.00	\$51.19	\$11,988.19	\$0.00	(\$23,529.24)
400	Water/Sewer Operating Fund	\$314,691.84	\$2,468,455.37	\$2,347,331.49	\$435,815.72	\$715,869.72	\$119,792.83	\$26,256.63	\$289,247.08	\$572,672.10	\$1,008,487.82
410	Regional Water System Fund	\$248,171.21	\$819,119.83	\$743,349.06	\$323,941.98	\$413,801.64	\$119,583.01	\$18,842.16	\$131,080.91	\$421,145.90	\$745,087.88
420	Stormwater Management Fund	\$15,848.69	\$217,308.12	\$200,672.65	\$32,484.16	\$15,590.78	\$36,135.84	\$1,083.11	\$3,738.72	\$49,071.01	\$81,555.17
425	Stormwater Capital Reserve Fund	\$24,783.57	\$37,242.26	\$167,675.18	(\$105,649.35)	\$16,239.81	\$20,188.41	\$814.04	\$37,242.26	\$0.00	(\$105,649.35)
430	Regional Water Capital Improvement	\$48,690.03	\$83,225.06	\$48,039.74	\$83,875.35	\$86,398.31	\$44,202.33	\$4,657.68	\$37,656.06	\$97,602.26	\$181,477.61
435	Muni Water Capital Improvement	\$714,172.91	\$1,281,350.10	\$1,464,713.20	\$530,809.81	\$748,350.34	\$595,891.95	\$36,717.73	\$639,506.10	\$741,453.92	\$1,272,263.73
440	Water Bond Reserve Fund	\$78,981.66	\$53,593.81	\$27,003.32	\$105,572.15	\$142,914.13	\$27,003.32	\$6,084.01	\$53,593.81	\$122,407.65	\$227,979.80
450	Sewer Bond Reserve Fund	\$121,834.56	\$82,895.69	\$41,765.41	\$162,964.84	\$221,517.06	\$41,765.41	\$9,425.04	\$82,895.69	\$189,811.82	\$352,776.66
460	Sewer Loan Reserve Fund	\$7,873.39	\$5,197.20	\$2,844.48	\$10,226.11	\$13,641.67	\$2,844.48	\$573.97	\$5,197.20	\$11,862.92	\$22,089.03
463	Short Lived Asset Reserve Fund	\$18,317.29	\$11,648.55	\$5,825.71	\$24,140.13	\$32,480.62	\$5,825.71	\$1,382.22	\$11,648.55	\$28,040.00	\$52,180.13
470	Muni Sewer Capital Imprv Reserve	\$25,640.69	\$106,624.21	\$90,708.82	\$41,556.08	\$65,610.27	\$38,654.35	\$3,204.99	\$54,624.21	\$52,845.40	\$94,401.48
475	Boat Launch Facility Fund	\$13,873.31	\$58,425.50	\$58,551.38	\$13,747.43	\$26,634.34	\$0.00	\$423.86	\$27,058.20	\$0.00	\$13,747.43
631	Utility Deposit Fund	\$30,405.37	\$22,460.21	\$11,571.75	\$41,293.83	\$54,566.72	\$11,266.43	\$2,339.77	\$20,720.21	\$47,452.71	\$88,746.54
632	Transportation Benefit District Fund	\$165,874.64	\$184,101.12	\$186,568.65	\$163,407.11	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$163,407.11
633	TBD Capital Project Fund	\$3,456.17	\$0.00	\$0.00	\$3,456.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,456.17
634	State Custodial Pass-Thru Fund	\$1,663.07	\$12,758.23	\$12,625.73	\$1,795.57	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,795.57
		\$2,278,081.85	\$9,996,008.40	\$9,575,362.37	\$2,698,727.88	\$4,083,445.96	\$1,694,944.72	\$164,833.25	\$2,507,193.16	\$3,436,030.77	\$6,134,758.65

1. CALL TO ORDER

Mayor Paul Helenberg called the regular meeting of the Castle Rock City Council to order at 7:32 PM.

a. Pledge of Allegiance

Mayor Helenberg led the Pledge of Allegiance.

b. Roll Call

Councilmembers present: Earl Queen, Lee Kessler, Roz de Greeve, and Ellen Rose.

Staff present: Police Chief Charlie Worley, City Attorney Nikki Thompson, Public Works Director Tyler Stone, and Clerk-Treasurer Carie Cuttonaro.

c. Changes to Agenda

2. REVIEW COUNCILMEMBER APPLICATIONS

a. Dennis Ehrhorn

3. PROCLAMATIONS & PRESENTATIONS

4. CITIZEN COMMENTS - maximum 3 minutes

Greg Kolacek, Cowlitz County resident, spoke in regards to the public bathrooms located at the boat launch being closed. The bathrooms have been closed due to repeated vandalism.

5. DEPARTMENT REPORTS

- City Attorney Nikki Thompson
- Police Chief Charlie Worley
- Public Works Director Tyler Stone
- City Engineer Tom Gower
- Clerk-Treasurer Carie Cuttonaro

6. COUNCIL AND AD HOC COMMITTEE REPORTS

- Mayor / Mayor Pro-Tempore / Councilmembers
- CRCDA Representative

7. PUBLIC HEARINGS

8. CONSENT AGENDA

Councilmember Queen made a motion, seconded by Rose, to approve the Consent Agenda as presented. Motion carried by roll call vote. Councilmembers Queen, Kessler, de Greeve, and Rose voted 'Aye'.

a. February 23, 2026 Regular Council Meeting Minutes

b. February 2026 invoices as described in the Fund Transaction Summary Report in the amount of \$607873.82.

9. OLD BUSINESS

10. NEW BUSINESS

11. OTHER BUSINESS

Commissioner Rick Dahl provided comment.

12. ADJOURNMENT

There being no further business, Mayor Helenberg adjourned the meeting at 7:40 PM.

Mayor Paul Helenberg

Clerk-Treasurer Carie Cuttonaro

1. CALL TO ORDER

Mayor Paul Helenberg called the regular meeting of the Castle Rock City Council to order at 7:32 PM.

a. Pledge of Allegiance

Mayor Helenberg led the Pledge of Allegiance.

b. Roll Call

Councilmembers present: Earl Queen, Lee Kessler, Roz de Greeve, and Ellen Rose.

Staff present: Police Chief Charlie Worley, Public Works Director Tyler Stone, City Engineer Tom Gower, and Clerk-Treasurer Carie Cuttonaro.

c. Changes to Agenda

2. COUNCILMEMBER INTERVIEW & POSSIBLE APPOINTMENT

a. Dennis Ehrhorn

Councilmember Rose made a motion, seconded by Kessler, to appoint Dennis Ehrhorn to Councilmember Position #4. Motion carried by roll call vote. Councilmembers Queen, Kessler, de Greeve, and Rose voted 'Aye'.

Clerk-Treasurer Carie Cuttonaro administered the Oath of Office to Dennis Ehrhorn. Councilmember Ehrhorn took his position.

3. PROCLAMATIONS & PRESENTATIONS

4. CITIZEN COMMENTS - maximum 3 minutes

5. DEPARTMENT REPORTS

- Police Chief Charlie Worley

Police Chief Charlie Worley gave a verbal report.

- Public Works Director Tyler Stone

Public Works Director Tyler Stone gave a verbal report.

- City Engineer Tom Gower

- Clerk-Treasurer Carie Cuttonaro

6. COUNCIL AND AD HOC COMMITTEE REPORTS

- Mayor / Mayor Pro-Tempore / Councilmembers

Mayor Helenberg gave a verbal report.

- CRCDA Representative

7. PUBLIC HEARINGS

8. CONSENT AGENDA

Councilmember Kessler made a motion, seconded by Rose, to approve the Consent Agenda as presented. Motion carried by roll call vote. Councilmembers Queen, Kessler, de Greeve, Ehrhorn, and Rose voted 'Aye'.

- a. James and Aleah M. Nodurft granting the City of Castle Rock a Sewer Easement.

9. OLD BUSINESS

10. NEW BUSINESS

11. OTHER BUSINESS

Cowlitz County Commissioner Rick Dahl provided comment.

12. ADJOURNMENT

There being no further business, Mayor Helenberg adjourned the meeting at 7:43 PM.

Mayor Paul Helenberg

Clerk-Treasurer Carie Cuttonaro



Fund Transaction Summary

Transaction Type: Invoice
Fiscal: 2026 - Mar - Apr - City Council
System Types: Cash Management, Financials, Payroll, Resources, UB2, Utility Billing

Fund Number	Description	Amount
010	General Fund	\$187,767.28
100	Street Fund	\$21,369.05
115	Building Code Account Fund	\$3,648.63
120	Visitor Center Fund	\$486.45
130	Library Fund	\$609.07
145	Local Criminal Justice Fund	\$127.74
170	DOT Spoil Site Fund	\$1,236.49
180	Public Works Vehicle Replacement	\$25,000.00
185	Police Vehicle Replacement Fund	\$5,580.74
320	Street Construction Capital Fund	\$34,016.06
400	Water/Sewer Operating Fund	\$370,364.12
410	Regional Water System Fund	\$34,945.95
420	Stormwater Management Fund	\$8,922.53
425	Stormwater Capital Reserve Fund	\$7,165.42
435	Muni Water Capital Improvement	\$30,233.79
470	Muni Sewer Capital Imprv Reserve	\$15,455.23
475	Boat Launch Facility Fund	\$737.40
632	Transportation Benefit District Fund	\$17,217.05
634	State Custodial Pass-Thru Fund	\$1,741.62
	Count: 19	\$766,624.62

As of this date, 4/13/2026, the Council by a majority vote, does approve payment of the vouchers included in the Fund Transaction Summary Report, and further described as:

Payroll Expenditures				
Transaction Type	Description & Transactions		Amount	Payment Date
Mid-Month Draw	Payroll	Nacha # 2009340	19,300.00	3/16/2026
	Taxes	ACH	5,100.00	
Termination/Final Payroll	Payroll	Nacha # 2008677	4,949.58	3/17/2026
	Taxes	ACH	1,400.97	
EOM Payroll	Payroll	Nacha # 2021510	65,725.07	3/31/2026
		26933 - 26938	4,375.31	
	Benefits	ACH	49,048.13	
		26939 - 26941	3,463.58	
	Taxes	ACH	41,335.10	
Total Payroll Expenditures			194,697.74	
General Expenditures				
Transaction Type	Description		Amount	Payment Date
Adjustment/EFT	EFT#1197 - 3/2026		131.84	3/4/2026
Adjustment/EFT	EFT#1198 - 3/2026		7,717.28	3/24/2026
Adjustment/EFT	EFT#1199 - 3/2026		437.00	3/31/2026
Adjustment/EFT	EFT#1200 - 3/2026		18.00	3/31/2026
Adjustment/EFT	EFT#1201 - 3/2026		101,396.00	3/25/2026
Adjustment/EFT	EFT#1202 - 3/2026		6,999.00	3/9/2026
Claims	Check	57046 57048	146,280.21	3/12/2026
Claims	Check	57049	441.00	3/16/2026
Claims	Check	57050 57057	1,495.81	3/18/2026
Claims	Check	57058 57059	1,897.46	3/19/2026
Claims	Check	57060 57061	21,265.32	4/7/2026
Claims	Check	57062 57125	266,630.91	3/31/2026
Total General Expenditures			554,709.83	
TBD Expenditures				
Transaction Type	Description		Amount	Payment Date
Adjustment/EFT	EFT#			
Claims	Check	2086	17,217.05	3/31/2026
Total Expenditures				
			Amount	Payment Date
Total General and TBD Expenditures			571,926.88	3/1/2026 3/31/2026
Payroll Expenditures			194,697.74	
Grand Total Expenditures			766,624.62	
Fund Transaction Summary Report			766,624.62	
Balance Check (s/b -0-)			-	

Earl Queen, Audit Committee Member

Roz de Greeve, Audit Committee Member

Ellen Rose, Audit Committee Member

ORDINANCE NO. 2026-02

AN ORDINANCE OF THE CITY OF CASTLE ROCK, WASHINGTON, AMENDING CHAPTER 6.02 OF THE CASTLE ROCK MUNICIPAL CODE BY ADDING SUBSECTION 6.02.070.C, RELATED TO DOG REGISTRATION TO ADD LIMITED EXCEPTIONS, AND ADDING A NEW SECTION 6.02.205 AUTHORIZING A SPAY-NEUTER RELEASE PROGRAM FOR CATS.

WHEREAS, the City of Castle Rock regulates the licensing of dogs and the impoundment and disposition of animals under Chapter 6.02 of the Castle Rock Municipal Code; and

WHEREAS, the City desires to clarify that dog licenses recognized under reciprocal jurisdiction provisions are valid for one year from the date of purchase.

WHEREAS, the City further seeks to reduce shelter overcrowding, improve public health outcomes, and humanely manage community cat populations through the implementation of a spay-neuter release program; and

WHEREAS, Trap-Neuter-Return (TNR) and Shelter-Neuter-Return (SNR) programs are widely recognized as effective, humane approaches to managing community cats; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CASTLE ROCK DO ORDAIN AS FOLLOWS:

Section 1.

Addition of subsection 6.02.070 C. Exceptions.

6.02.070 - Licensing, collar and tags or microchip required.

A. Dog license required.

1. It shall be unlawful for any owner of any dog, over the age of six (6) months, or within thirty (30) days of acquisition of said dog, whichever occurs last, to fail to obtain a license for such animal as required by this Section.
2. Application for a dog license shall be made to the Castle Rock Police Department, or to such agents as designated by the Police Department. Dog licenses and tags shall be issued, renewed, replaced and expired in accordance with the City's application requirements.
3. The license fee, including the fee for replacement licenses, shall be in an amount as set by the City Manager or designee.

4. It shall be unlawful for any person to keep or harbor any dog that has not been licensed, or for any person to fail to produce proof that the animal is currently licensed, as required by this Section, when requested by an animal control officer.
5. It is unlawful for any person to affix to the collar, or harness of any dog, or permit to remain affixed, a dog license tag for any other dog or to display such a tag to an animal control officer.

B. Collar and tags or microchip required.

1. It is unlawful for any person to keep any dog that must be licensed pursuant to this Section A, which is not displaying a current dog license tag affixed to a collar or harness worn on the dog.
2. It is unlawful for the owner of any dog or cat within the City to fail to cause such dog or cat, while off the premises of such owner to either:
 - a. Wear at all times a collar with a tag made of durable material with legible and current identification attached thereto containing words, numbers or a combination thereof, which enables the animal control officer to readily ascertain the name, current home address, and current home telephone number, of the owner and a valid current rabies tag attached thereto, which tag shall be furnished by a veterinarian, the number of such tag corresponding with the number of the rabies certificate issued to the owner of the dog or cat; or
 - b. Have a microchip surgically implanted into such dog, or cat, or other similar type of identification in lieu of wearing a collar or harness which enables an animal control officer to readily ascertain the name, current home address, and current home telephone number of the owner and a valid current rabies tag.
 - c. It is unlawful for the owner of any ferret within the City to fail to cause such ferret to have a valid and current rabies tag, affixed to any collar or harness.
3. Any dog or cat found without the requirements identified in this Section A or B, may be seized and impounded by the animal control officer.

C. Exceptions.

1. No certificate and tag issued by the animal licensing authority shall be required for any adult dog licensed in another jurisdiction and displaying a current tag from that jurisdiction until expiration of the other certificate or license or one year from the date the license was purchased, whichever occurs first, at which time a certificate and tag shall be required in accordance with this chapter.
2. It shall be the responsibility of the person claiming an exception under the provisions of this section to demonstrate the exception.

Section 2.

Addition of New Section 6.02.205 – Impoundment and disposition of cats (Spay-Neuter Release Program).

6.02.205 Impoundment and Disposition of Cats

- A. The purpose of this section is to reduce shelter crowding, improve public health outcomes, and humanely manage community cat populations by authorizing the implementation of a Trap-Neuter-Return (TNR) or Shelter-Neuter-Return (SNR) program. This approach allows for the sterilization, vaccination, and return of healthy, community cats to the locations where they were found, rather than subjecting them to standard impoundment or holding periods.
- B. Notwithstanding any other provision of this chapter, the Animal Shelter or its authorized agents may forego the standard stray hold period for cats that meet the following criteria:
1. The cat appears healthy, is of appropriate age and condition to undergo sterilization surgery, and shows no signs of ownership (e.g., collar, microchip, or other identifiable markings). These cats may be returned to field after they serve the required stray hold period.
 2. The cat was impounded or received as a stray from within the jurisdiction’s boundaries.
 3. The cat is assessed as suitable for return under the Shelter-Neuter-Return or Trap-Neuter-Return program.
 4. Eligible cats may be sterilized, vaccinated against rabies and other core diseases, ear-tipped for identification, and returned to the approximate location where they were found, unless relocation is deemed necessary for public health or safety reasons.
 5. Exceptions. The stray hold exemption shall not apply to:
 - a. Cats with verified ownership, microchips, or other traceable identification.
 - b. Cats that are visibly ill, injured.
 - c. Cats determined by Animal Control to present a public safety risk or nuisance that cannot reasonably be mitigated.
 6. Recordkeeping and Reporting. The Animal Shelter shall maintain accurate records of all cats processed under this section, including:
 - a. Location of intake and return.
 - b. Medical treatments administered (sterilization, vaccinations, etc.).
 - c. Any exceptions applied under subsection (C).

An annual report summarizing outcomes under this section shall be made available to the jurisdiction on a monthly or quarterly basis.

C. Coordination with Animal Control and Public Communication. The Animal Shelter shall coordinate with Animal Control officers and community partners to educate the public about the Shelter-Neuter-Return program, promote responsible pet ownership, and reduce community cat population growth through humane, sustainable methods.

Section 3. Corrections. Upon approval of the city attorney, the city clerk and the codifiers of this ordinance are authorized to make necessary technical corrections to this ordinance, including, without limitation, the correction of clerical errors; references to other local, state, or federal laws, codes, rules, or regulations; or section/subsection numbering.

Section 4. Severability. If any provision of this Ordinance is found to be invalid or unconstitutional, such invalidity shall not affect the remaining provisions, which shall remain in full force and effect.

Section 5. Publication. This Ordinance shall be published by an approved summary consisting of the title. A summary of this Ordinance may be published in lieu of the entire ordinance, as authorized by State Law.

Section 6. Effective Date. This ordinance shall take effect five days after its passage and publication as required by law.

PASSED by the City Council of the City of Castle Rock, Washington, at a regular meeting thereof this _____ day of _____, 2026.

APPROVED:

Paul Helenberg, Mayor

ATTEST:

Carie Cuttonaro, Clerk-Treasurer

APPROVED AS TO FORM:

Nikki Thompson, City Attorney

ORDINANCE NO. 2026-03

AN ORDINANCE OF THE CITY OF CASTLE ROCK, WASHINGTON AMENDING SECTION 8.06.070, “ENFORCEMENT-PENALTIES” OF THE CASTLE ROCK MUNICIPAL CODE (CRMC) TO CLARIFY 4TH AND SUBSEQUENT NOISE OFFENSES, PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, CRMC 8.06.070 outlines the penalties for violations of the Noise Ordinance; and

WHEREAS, a 4th offense within a six-month period results in a misdemeanor charge; and

WHEREAS, for avoidance of doubt, staff proposes adding clarifying language that makes clear that 4th and subsequent offenses may result in misdemeanor charges; and

WHEREAS, Council finds that updating the penalty language is in the best interest of the public health, safety, and general welfare of the community.

NOW, THEREFORE, the City Council of the City of Castle Rock does ordain as follows;

Section 1 Section 8.06.070 Amended. Section 8.06.070, “Enforcement – Penalties”, is hereby Amended to read as follows:

8.06.070 Enforcement – Penalties.

- A.** Except as otherwise provided, a violation of this chapter may be punished by a class 3 civil infraction.
- B.** A second violation of this chapter within 30 days may be punished by a class 2 civil infraction.
- C.** A third violation of this chapter within 30 days may be punished by a class 1 civil infraction.
- D.** A fourth or subsequent violation of this chapter within a six-month period may be punished by a misdemeanor.
- E.** A property owner who permits an activity on their property that violates this chapter is jointly and severally liable for the violation.

Section 2. Severability - Construction. If a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason by any court of competent jurisdiction; such decision shall not affect the validity of the remaining portions of this ordinance. If the provisions of this ordinance are found to be inconsistent with other provisions of the Castle Rock Municipal Code, the provisions of this ordinance shall control.

Section 3. Authority to Make Necessary Corrections. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener’s clerical errors, references, ordinance numbers, section/subsection numbers and any references thereto.

Section 4. Effective Date. This Ordinance shall take effect five days after its passage and publication as required by law.

ADOPTED by the City Council and signed by the Mayor at a regular meeting thereof on the _____ day of _____, 2026.

Mayor Paul Helenberg

ATTEST:

APPROVED AS TO FORM:

Carie Cuttonaro, Clerk-Treasurer

Nikki Thompson, City Attorney

ORDINANCE NO. 2026-04

AN ORDINANCE OF THE CITY OF CASTLE ROCK, WASHINGTON AMENDING SECTION 17.16.180(G), "HEARING EXAMINER", SECTION 17.16.349.1, "HEARING EXAMINER", SECTION 17.20.090, "POWERS OF THE EXAMINER", SECTION 17.79.070, "HEARINGS EXAMINER AUTHORITY", OF THE CASTLE ROCK MUNICIPAL CODE (CRMC) TO EXPAND HEARING EXAMINER AUTHORITY TO HEAR GENERAL ADMINISTRATIVE APPEALS , PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Castle Rock utilizes its Hearing Examiner for land use purposes; and

WHEREAS, at times, there is a need to create an administrative appeal process for applicants or residents to avail themselves of; and

WHEREAS, a Hearing Examiner is an independent decision-making authority; and

WHEREAS, Council finds that expanding the Hearing Examiner's authority beyond land use matters to allow them to hear administrative appeals is in the best interest of the community.

NOW, THEREFORE, the City Council of the City of Castle Rock does ordain as follows:

Section 1. Section 17.16.180(G) Amended. Section 17.16.180(G), "Hearing Examiner", is hereby Amended to read as follows:

G. "Hearings examiner"

means that person hired by the city of Castle Rock, pursuant to RCW **35A.63.170** and **58.17.330**, to interpret, review and implement land use regulations and administrative decisions including those made pursuant to the State Environmental Policy Act (SEPA) RCW Chapter 43.21C as provided in this title.

Section 2. Section 17.16.349.1 Amended. Section 17.16.349.1, "Hearing Examiner", is hereby Amended to read as follows:

"Hearings examiner"

is an officer for variances, administrative appeals, conditional uses and SEPA appeals.

Section 3. Section 17.20.090 Amended. Section 17.20.090, "Powers of the Examiner", is hereby Amended to read as follows:

17.20.090 Powers of the examiner.

A. The examiner shall receive and examine all available information, conduct public hearings and prepare a record thereof, and enter decisions as provided for in this chapter for the following matters:

1. Variances;
2. Conditional use permits;
3. Special use permits;
4. Administrative appeals
5. Similar use authority.

B. The decision of the hearings examiner shall be final unless such decision is appealed to the Cowlitz County superior court for writ of review, pursuant to CRMC § 17.20.150.

Section 4. Section 17.79.070 Amended. Section 17.79.070, “Hearings Examiner Authority”, is hereby Amended to read as follows:

17.79.070 Hearings examiner authority.

When appointed, the examiner is empowered to hear and decide applications for amending this title when the amendment applied for is not of general applicability. In addition, such examiner may be appointed to hear and decide issues on applications for conditional uses, variances, administrative appeals, and special use permits.

Section 5. Severability - Construction. If a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason by any court of competent jurisdiction; such decision shall not affect the validity of the remaining portions of this ordinance. If the provisions of this ordinance are found to be inconsistent with other provisions of the Castle Rock Municipal Code, the provisions of this ordinance shall control.

Section 6. Authority to Make Necessary Corrections. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener’s clerical errors, references, ordinance numbers, section/subsection numbers and any references thereto.

Section 7. Effective Date. This Ordinance shall take effect five days after its passage and publication as required by law.

ADOPTED by the City Council and signed by the Mayor at a regular meeting thereof on the _____ day of _____, 2026.

Mayor Paul Helenberg

ATTEST:

APPROVED AS TO FORM:

Carie Cuttonaro, Clerk-Treasurer

Nikki Thompson, City Attorney

**INTERLOCAL AGREEMENT BY AND BETWEEN
THE CITIES OF CASTLE ROCK,
LONGVIEW, AND WOODLAND
FOR ANIMAL SHELTERING AND ANIMAL CONTROL SERVICES**

This Interlocal Agreement (“ILA”) is entered into pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, by and between the City of Castle Rock, a Washington municipal corporation, the City of Longview, a Washington municipal corporation, and the City of Woodland, a Washington municipal corporation, each referred to herein as a “Benefitted Municipality” and collectively referred to as the “Benefitted Municipalities.”

RECITALS

WHEREAS, the Cities of Castle Rock, Longview, and Woodland, undertook a joint public procurement bidding process, pursuant to the *Interlocal Agreement by and between Cowlitz County and the cities of Castle Rock, Kalama, Kelso, Longview, and Woodland, for Joint Procurement and Contracting of Animal Sheltering and Animal Control Services* (Exhibit A) with the winning bid submitted by the Humane Society for Southwest Washington (the “Society”). Cowlitz County and the Cities of Kalama and Kelso subsequently elected to not participate in this joint venture; and

WHEREAS, the Benefitted Municipalities conclude the Humane Society for Southwest Washington is a qualified provider for animal control and shelter services and intend to enter into a joint agreement to operate the joint-regional animal shelter; and

WHEREAS, the Benefitted Municipalities agree that adherence to specific municipal code language authorizing the Humane Society for Southwest Washington’s population control strategies regarding domestic cats is necessary for participation in this Interlocal Agreement; and

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, permits the Benefitted Municipalities, as local governments, to enter interlocal agreements with other public agencies in the interest of cooperatively sharing resources, including cooperation for the purpose of joint procurement of goods and services; and

WHEREAS, the Benefitted Municipalities currently have the power and authority to control and administer animal sheltering, and this is a proper subject for an agreement under RCW 39.34, providing for cooperation between government entities; and

WHEREAS, the Benefitted Municipalities hereto commit to the duties and obligations set forth herein to facilitate the animal sheltering services and enter into a joint agreement with the Humane Society for Southwest Washington, subject to the terms and conditions hereof;

NOW, THEREFORE, in consideration of the promises, covenants, and agreements contained in this Agreement, the Parties agree as follows:

- A. PURPOSE. The purpose of this ILA is to formalize the joint operation of animal shelter services through a contract with the Humane Society for Southwest Washington and to define the terms of cooperation and cost-sharing among the Benefitted Municipalities.
- B. ADMINISTRATION. No new or separate legal or administrative entity is created to administer the provisions of this agreement. The Benefitted Municipalities shall administer this ILA as set forth herein, and undertake the administrative duties set forth herein.
- C. SCOPE OF WORK AUTHORIZED UNDER THIS ILA. The Benefitted Municipalities jointly authorize the following:

AGREEMENT

- 1. Authority to Bind. The Benefitted Municipalities agree that the City of Longview (the “Contracting City”) has the authority to bind the Benefitted Municipalities to the Agreement for Animal Shelter Services between the City of Longview and the Humane Society for Southwest Washington. The Benefitted Municipalities further agree that the City of Longview shall be the primary point of contact between the Benefitted Municipalities and the Society.
- 2. Incorporation of the Services Contract with the Society. The Agreement for Animal Shelter Services between the City of Longview and the Humane Society for Southwest Washington, including any exhibits, schedules, and attachments thereto, is hereby attached to this Interlocal Agreement in final draft form as Exhibit B and incorporated herein by this reference as if fully set forth verbatim.
- 3. Supplement. Upon execution of the Agreement for Animal Shelter Services by both the City of Longview and the Society, the City of Longview shall supplement this ILA with the fully executed version and provide copies to all Benefitted Municipalities.
- 2. Services to be Rendered. The Benefitted Municipalities agree that the terms, conditions, performance standards, compensation, and obligations contained within the Agreement for Animal Shelter Services attached as Exhibit B constitute the official scope of services for the animal shelter operation.
- 3. Adherence to Contract Terms. The Benefitted Municipalities unconditionally agree to be bound by the terms and conditions set forth in the Agreement for Animal Shelter Services (Exhibit B). The Benefitted Municipalities jointly and severally agree to perform all the municipal obligations required by Exhibit B, including timely payment of their respective shares of the operational costs as defined by this ILA.

4. Condition for Participation. Participation in this ILA by a Benefitted Municipality is expressly conditioned upon that Benefitted Municipality enacting the necessary amendments to its municipal code, ordinances, and resolutions to conform entirely with the model ordinance language provided by the Humane Society for Southwest Washington, attached hereto as Exhibit C, no later than two (2) regularly scheduled City Council meetings following the date of execution of this ILA.
5. Certification of Future Compliance. By affixing their signature to this ILA, each signing Benefitted Municipality certifies and warrants that it will amend its municipal code to be in full compliance with Exhibit C, subject to Council approval, and that the Society will be legally authorized to deploy its standard animal population control strategies, including trap-neuter-release (TNR) programs for domestic cats, within that Benefitted Municipality's jurisdiction.
6. Confirmation of Compliance. Each participating Benefitted Municipality shall provide all other Benefitted Municipalities and the Society with executed copies of any amendments to its municipal code, ordinances, and resolutions adopted by its Council within five (5) days of adoption. Said adoption shall take place no later than the second City meeting following the execution of this ILA.
7. Non-Participatory Status. Any Benefitted Municipality that has not achieved full compliance with Sections 4-6 by the third City meeting following execution of this ILA may not participate in this ILA and is ineligible to receive services from the Society under the terms of the Agreement for Animal Shelter Services (Exhibit B) until such time as compliance is certified and all existing Benefitted Municipalities unanimously consent to that municipality participating in this ILA. In order to be eligible for participation, the late participant must pay its pro rata share of associated costs as delineated in Section 9. Budget Authority dating back to the date of ratification of this ILA by the participating Benefitted Municipalities.
7. Compliance Litigation. Each Benefitted Municipality retains responsibility for all hearings, appeals, and administrative enforcement activities for cases and services originating from within the municipal limits of the Benefitted Municipality, regardless of which Benefitted Municipality/Designated Animal Control Agent performed the animal control services on the case. Costs for such services are the responsibility of the originating Benefitted Municipality.
8. Modification. This ILA does not modify the terms of the Agreement for Animal Shelter Services (Exhibit B). Any future amendments or modifications to the Agreement for Animal Shelter Services must be approved by all Benefitted Municipalities in writing in accordance with Section 22. Amendments of this ILA.
9. Budget Authority. The annual cost of the Agreement for Animal Shelter Services shall be shared by the Benefitted Municipalities in the following proportions:

- City of Longview: \$218,902.84
- City of Woodland: \$12,426.80
- City of Castle Rock: \$10,753.96

10. Duration of Agreement. The terms of this ILA shall take effect upon signature by all Benefitted Municipalities and remain in effect until December 31, 2026, or until terminated by withdrawal of Benefitted Municipalities as established in Section 21. Withdrawal.
11. Termination. Any Benefitted Municipality may withdraw from this ILA with 60 days' written notice to the other Benefitted Municipalities, provided that such withdrawal shall not relieve the withdrawing Benefitted Municipality of all financial obligations incurred prior to withdrawal.
12. Right To Contract Independent Action Preserved. Each Benefitted Municipality reserves the right to contract independently for the acquisition of goods or services without notice to the other party where directed by their legislative body and shall not bind or otherwise obligate any other Benefitted Municipality to participate in the activity.
13. Compliance With Legal Requirement. Each Benefitted Municipality accepts responsibility for compliance with federal, state or local laws and regulations in its performance of its duties under this ILA including, in particular, bidding requirements applicable to its acquisition of goods and services, and no party shall hold harmless or otherwise indemnify another Benefitted Municipality related to the joint efforts described herein.
14. Noticing / Representatives. All written notices, reports, and correspondence required or allowed by this ILA shall be sent to the following:

City of Castle Rock: Chief Charlie Worley, Castle Rock Police Chief
City of Castle Rock
PO Box 370
Castle Rock, WA 98611

With a copy to: Dan Curtis
Thompson, Guildner & Associates
110 Cedar Avenue, Suite 102
Snohomish, WA 98290
danc@trustedguidancelaw.com

City of Longview: Jennifer Wills, City Manager
City of Longview
P.O. Box 128
Longview, WA 98632

City of Woodland: Mayor Todd Dinehart & Chief Robert Gibbs
City of Woodland
P.O. Box 9
Woodland, WA 98674

With a copy to: Dan Curtis
Thompson, Guildner & Associates
110 Cedar Avenue, Suite 102
Snohomish, WA 98290
danc@trustedguidancelaw.com

15. Filing. Executed copies of this ILA shall be filed as required by Section 39.34.040 of the Revised Code of Washington or posted on each Benefitted Municipality's website prior to this ILA becoming effective.
16. Non-Delegation/Non-Assignment. No Benefitted Municipality may delegate the performance of any contractual obligation, to a third party, unless mutually agreed in writing. No Benefitted Municipality may assign this ILA without the written consent of the other Benefitted Municipalities.
17. Inter-Municipal Assignment. Should the City of Longview wish to withdraw from this ILA or cease acting as the Contracting City, it may assign its role as Contracting City to another Benefitted Municipality only by written consent from the Society and all other Benefitted Municipalities.
17. Non-Discrimination Policy. The Benefitted Municipalities agree not to discriminate in the performance of this ILA because of race, color, national origin, sex, sexual orientation, age, religion, creed, marital status, disabled or veteran status, or the presence of any physical, mental, or sensory handicap.
18. Independent Contractors/No Joint Property. In exercising the rights and responsibilities under this ILA, the Benefitted Municipalities are acting as independent contractors and none of its officers, agents, nor employees are employees of the other Benefitted Municipalities for any purpose. No real or personal property will be jointly acquired by the Benefitted Municipalities under this ILA. All property owned by each of the Benefitted Municipalities shall remain its sole property to hold and dispose of in its sole discretion.

19. Governing Law/Venue. The Benefitted Municipalities hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to this ILA. This ILA shall be construed and interpreted in accordance with the laws of the State of Washington and in the event of dispute, the venue for any action brought hereunder shall be in Cowlitz County Superior Court.
20. Public Records. Each Benefitted Municipality is a public agency subject to Chapter 42.56 RCW, the Washington Public Records Act. All records prepared, owned, used, or retained by any Benefitted Municipality in performance of this ILA, including a copy of this ILA, are the sole responsibility of that Benefitted Municipality, and all requests for said records shall be handled by that Benefitted Municipality pursuant to Chapter 42.56 RCW.
21. Withdrawal. Any Benefitted Municipality may withdraw from this ILA with 60 days' written notice to the other Benefitted Municipalities, provided that such withdrawal shall not relieve the withdrawing Benefitted Municipality of its financial obligations incurred prior to withdrawal. When only two Benefitted Municipalities remain due to the withdrawal of parties, either remaining Benefitted Municipality may terminate this ILA upon 60 days' written notice to the other Benefitted Municipality.
22. Amendments. This ILA may be amended only by written agreement of all Benefitted Municipalities.
23. Counterparts. This ILA may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Benefitted Municipalities have executed this ILA as of the dates below:

[Remainder of page left blank intentionally; signatures below]

DATED _____, 2026.

CITY OF CASTLE ROCK

By _____
Name: _____
Title: _____

ATTEST:

By _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By _____
Name: _____
City Attorney

DATED _____, 2026.

CITY OF LONGVIEW

By _____

Name: _____

Title: _____

ATTEST:

By _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By _____

Name: _____

City Attorney

DATED _____, 2026.

CITY OF WOODLAND

By _____

Name: _____

Title: _____

ATTEST:

By _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By _____

Name: _____

City Attorney

EXHIBIT A

**INTERLOCAL AGREEMENT
BY AND BETWEEN COWLITZ COUNTY AND
THE CITIES OF CASTLE ROCK, KALAMA, KELSO,
LONGVIEW, AND WOODLAND,
FOR JOINT PROCUREMENT AND CONTRACTING
OF ANIMAL SHELTERING AND ANIMAL CONTROL SERVICES**

This Interlocal Agreement ("Agreement") is entered into pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, by and between Cowlitz County, a Washington municipal corporation and legal subdivision of the State of Washington, the City of Castle Rock, a Washington municipal corporation, the City of Kalama, a Washington municipal corporation, the City of Kelso, a Washington municipal corporation, the City of Longview, a Washington municipal corporation, and the City of Woodland, a Washington municipal corporation, each referred to herein as a "Party" and collectively referred to as the "Parties".

WHEREAS, the provision of animal control and sheltering services protects and preserves public health and safety through the promotion of responsible animal welfare; and

WHEREAS, providing these services on a regional basis provides enhanced coordination and efficient utilization of resources through economies of scale, as well as consistency of regulations across jurisdictional boundaries to the benefit of the regulatory agencies and the public; and

WHEREAS, the Parties have a shared goal of maintaining and expanding a regional model for animal control services and sheltering, and desire to jointly solicit and contract with a qualified provider for these services; and

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, permits the Parties, as local governments, to enter into interlocal agreements with other public agencies in the interest of cooperatively sharing resources, including cooperation for the purpose of joint procurement of goods and services; and

WHEREAS, the Parties acknowledge they are subject to public procurement requirements for these services, and that joint procurement for these services may result in a reduction in the overall costs, including but not limited to work developing a request for proposals, publication fees, and associated administrative work; and

WHEREAS, the Parties hereto commit to the duties and obligations set forth herein to facilitate the cooperative procurement of these services, with the stated intent of entering into a joint agreement with a qualified provider for these services, subject to the terms and conditions hereof;

NOW, THEREFORE, in consideration of the promises, covenants, and agreements contained in this Agreement, the Parties agree as follows:

1. PURPOSE: The purpose of this Agreement is to establish the terms for a cooperative framework by which the Parties will jointly solicit proposals and develop a joint agreement with a qualified provider for the regional provision of animal sheltering services and animal control services.
2. ADMINISTRATION: No new or separate legal or administrative entity is created to administer the provisions of this agreement. The City of Longview shall administer this Agreement, in conjunction with the joint Negotiation Board (JNB), as set forth herein, and undertake the administrative duties set forth herein.
3. SCOPE OF WORK AUTHORIZED UNDER THIS AGREEMENT: The Parties jointly authorize the following:

A. JOINT NEGOTIATION BOARD ("JNB")

The Parties shall each appoint one representative to participate on a joint negotiation board ("JNB"). Each Party represents that its representative on the JNB will have delegated authority for execution of the activities of the JNB, as set forth herein. The JNB is authorized to develop administrative rules for the administration of these tasks, provided the JNB shall operate by consensus.

The Parties hereby agree that legislative oversight by their respective local governments shall not be required for JNB decisions on the following actions, except where otherwise required by law or as expressly provided herein.

All costs associated with the work of the JNB, including but not limited to costs for the development, publication/advertisement, and review of the procurement materials and submittals, shall be equally borne by the Parties. The City of Longview shall invoice each Party for these costs as they arise, and all invoices shall be paid to the City within thirty (30) days of issuance.

B. REQUEST FOR PROPOSAL

The JNB shall be responsible for the development and publication of a joint Request for Proposals (RFP) for professional services. The Parties agree the RFP shall include, unless otherwise agreed to by the JNB, the following terms:

(i) A call for proposals from qualified and experienced individuals or firms to serve as a consultant for the Parties for animal sheltering services including but not limited to oversight and operation of animal shelter(s), intake housing, and care of sheltered animals, and compliance with state and local animal welfare regulations, with the optional add-on of animal control services, including but not limited to enforcement of local animal ordinances, response for stray or dangerous animals, animal pickup and transport, and related support services.

The inclusion of the optional service shall be clearly identified in the RFP as separate and distinct from the core sheltering services, and shall be proposed, priced, and evaluated independently.

(ii) The Parties shall not be obligated to accept or contract for any such services, including optional animal control services, unless mutually agreed upon in writing following the RFP evaluation process, as set forth herein.

(iii) Each proposal will be evaluated based on: Qualifications and experience of the proposer; Understanding of local animal service needs; Cost effectiveness and clarity of pricing; Innovation and best practices in animal welfare and control; Ability to work collaboratively with public agencies and the community. Sheltering and control service proposals will be evaluated and scored independently, and the selection of one does not obligate the Parties' acceptance of the other.

(iv) The City of Longview shall serve as the Contract Administrator for purposes of procurement coordination, contract execution, and oversight, unless otherwise agreed by the JNB. The Parties intend for the Contract Administrator to invoice each Party based on the agreed-upon percentages and remit payment to the selected service provider.

Unless otherwise agreed by the JNB, the above terms shall be incorporated into the Interlocal Agreement for services with the selected vendor.

C. EVALUATION OF SUBMITTALS

The JNB shall be responsible for reviewing the submitted responses to the RFP, including but not limited to the development of evaluation criteria, consistent with state law, composition of interview panel(s), and all other tasks associated with evaluating submittals and selecting a preferred vendor, consistent with all applicable laws and regulations.

D. DEVELOPMENT OF INTERLOCAL AGREEMENT FOR SERVICES

The Parties commit to jointly drafting an Interlocal Agreement for performance of the jointly procured services and negotiating said terms with the selected vendor, provided all such negotiations shall be conditioned that the execution of a future Interlocal Agreement is subject to review and authorization of the governing body of each Party. The JNB is authorized to prepare a draft Interlocal Agreement for review and consideration by each Party, provided the draft Interlocal Agreement shall include the following terms, unless otherwise agreed to by the JNB:

(i) Budget Authority.

The annual cost of the animal sheltering (and, if applicable, animal control) contract shall be shared by the Parties in the following proportions:

- City of Longview: 38%
- Cowlitz County: 32%
- City of Kelso: 11.5%
- City of Woodland: 8.5%
- City of Castle Rock: 5%
- City of Kalama: 5%

4. DURATION OF AGREEMENT: The terms of this Agreement shall take effect upon signature by all Parties and remain in effect until the execution of an Interlocal Agreement between the Parties and selected service provider, or December 31, 2026, whichever occurs first, unless earlier terminated pursuant to the terms of this Agreement or extended by written agreement of the Parties.
5. TERMINATION: Any Party may withdraw from this Agreement with 60 days' written notice to the other Parties, provided that such withdrawal shall not relieve the withdrawing Party of all financial obligations incurred prior to withdrawal.
6. RIGHT TO CONTRACT INDEPENDENT ACTION PRESERVED: Each party reserves the right to contract independently for the acquisition of goods or services without notice to the other party where directed by their legislative body and shall not bind or otherwise obligate any other Party to participate in the activity.
7. COMPLIANCE WITH LEGAL REQUIREMENT: Each Party accepts responsibility for compliance with federal, state or local laws and regulations in its performance of its duties under this Agreement including, in particular, bidding requirements applicable to its

acquisition of goods and services, and no party shall hold harmless or otherwise indemnify another Party related to the joint efforts described herein.

8. **NOTICING / REPRESENTATIVES:** All written notices, reports, and correspondence required or allowed by this Agreement shall be sent to the following:

Cowlitz County:

City of Longview:

City of Kalama:

City of Kelso:

City of Castle Rock:

City of Woodland:

9. **FILING:** Executed copies of this agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington or posted on each Party's website prior to this agreement becoming effective.
10. **NON-DELEGATION/NON-ASSIGNMENT:** No Party may delegate the performance of any contractual obligation, to a third party, unless mutually agreed in writing. No party may assign this agreement without the written consent of the other parties.
11. **NON-DISCRIMINATION POLICY:** The Parties agree not to discriminate in the performance of this Agreement because of race, color, national origin, sex, sexual orientation, age, religion, creed, marital status, disabled or veteran status, or the presence of any physical, mental, or sensory handicap.
12. **INDEPENDENT CONTRACTORS/NO JOINT PROPERTY:** In exercising the rights and responsibilities under this Agreement, the Parties are acting as independent contractors and none of its officers, agents, nor employees are employees of the other Parties for any purpose. No real or personal property will be jointly acquired by the parties under this Agreement. All property owned by each of the parties shall remain its sole property to hold and dispose of in its sole discretion.
13. **GOVERNING LAW/VENUE:** The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to this Agreement. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington and in the event of dispute, the venue for any action brought hereunder shall be in Cowlitz County Superior Court.

14. PUBLIC RECORDS: Each Party is a public agency subject to Chapter 42.56 RCW, the Washington Public Records Act. All records prepared, owned, used, or retained by any Party in performance of this Agreement, including a copy of this Agreement, are the sole responsibility of that Party, and all requests for said records shall be handled by that Party pursuant to Chapter 42.56 RCW.
15. WITHDRAWAL. Any Party may withdraw from this Agreement with 60 days' written notice to the other Parties, provided that such withdrawal shall not relieve the withdrawing Party of its financial obligations incurred prior to withdrawal. When only two parties remain due to the withdrawal of parties, either remaining party may terminate this Agreement upon 60 days' written notice to the other Party.
16. AMENDMENTS: This Agreement may be amended only by written agreement of all Parties.
17. COUNTERPARTS : This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates below:

CITY OF LONGVIEW

By:

Title:

Date:

James G. Hill
City Manager
6/16/25

COWLITZ COUNTY

By: Steve Rader

Title: Commissioner, Vice-Chair

Date: 07.01.2025

CITY OF KELSO

By: _____

Title: _____

Date: _____

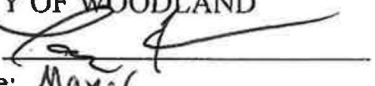
CITY OF CASTLE ROCK

By: _____

Title: _____

Date: _____

CITY OF WOODLAND

By: 

Title: Mayor

Date: 10-8-25

Interlocal agreement by and between Cowlitz County and cities for joint procurement and contracting of animal sheltering and animal control services.

CITY OF KALAMA

By: _____

Title: _____

Date: _____

EXHIBIT B

AGREEMENT FOR ANIMAL SHELTER SERVICES

between

CITY OF LONGVIEW

and

HUMANE SOCIETY FOR SOUTHWEST WASHINGTON

THIS AGREEMENT is between the Vancouver Humane Society & SPCA d/b/a Humane Society for Southwest Washington (the “Society”) and the City of Longview (the “Contracting City”) which has the authority to also bind the Cities of Castle Rock and Woodland (collectively, including the City of Longview, the “Benefitted Municipalities”) to this Agreement under the Interlocal Agreement by and Between the Cities of Castle Rock, Longview, and Woodland for Animal Sheltering Services executed on _____ (the “ILA”).

This Agreement provides for the Society to operate a shelter to receive and care for animals impounded pursuant to the applicable codes of the Benefitted Municipalities bound by this Agreement. The Society operates as a private non-profit 501(c)(3) organization and maintains complete authority to manage its own shelter and make all decisions in its sole discretion regarding the medical care of animals in its facilities without direction and control of the Benefitted Municipalities, subject only to the terms and conditions of this Agreement.

It is hereby AGREED by the Parties as follows:

A. PURPOSE.

The purpose of this Agreement is to define the scope of services contracted between the Contracting City and the Society, set forth the compensation paid by the Benefitted Municipalities for such services, and provide for other requirements of the Parties to this Agreement.

B. DEFINITIONS.

1. “Accepted Animals” shall mean dogs, cats, domestic rabbits, small mammals, fowl, goats, pot-bellied pigs, and small reptiles.
2. “Benefitted Municipalities” shall mean the Cities of Longview, Castle Rock, and Woodland, Washington.
3. “Contracting City” shall mean the City of Longview, Washington.
4. “Designated Animal Control Agent” shall mean the Animal Control/Police Department or any other designated agent the Benefitted Municipalities may choose during the term of this Agreement.
5. “Parties” shall mean the Society, the Contracting City, and the Benefitted Municipalities by way of the Contracting City.
6. “Society” shall mean the Vancouver Humane Society & SPCA d/b/a Humane Society for Southwest Washington.
7. “Local Enforcement Contact” shall mean:
 - a. For the City of Longview, the Longview Police Department;
 - b. For the City of Castle Rock, Castle Rock Public Works;

- c. For the City of Woodland, the Woodland Police Department.
- 8. “Primary Animal Control Ordinance” shall mean:
 - a. For the City of Longview, Longview Municipal Code (“LMC”) Chapter 6.06;
 - b. For the City of Castle Rock, Castle Rock Municipal Code (“CRMC”) 6.06; and
 - c. For the City of Woodland, Woodland Municipal Code (“WMC”) Chapter 7.04.
- 9. “Stray dog hold period” shall mean:
 - a. For the City of Longview, not less than 72 hours (LMC 6.06.160);
 - b. For the City of Castle Rock, not less than 72 hours (CRMC 6.06.160); and
 - c. For the City of Woodland, 72 hours (WMC 7.04.060).

C. TERM OF AGREEMENT.

This Agreement will be effective on January 1, 2026, (Effective Date) and expires on December 31, 2026.

D. FACILITY.

- 1. The Society shall:
 - a. Operate in full compliance with laws governing animal shelter facilities in the State of Washington, including any regulations promulgated by the Washington Department of Health; and
 - b. Provide enclosures to accommodate stray animals brought to the shelter by the Benefitted Municipalities’ Designated Animal Control Agent and dogs brought in by residents from within the municipal limits of the Benefitted Municipalities. Exceptions for intake include limitations for healthy stray cats, capacity restraints, and disease outbreak. Facility shall include isolation facilities for quarantined animals, veterinary care facilities and refrigeration and/or freezer space for deceased animal storage.

E. SHELTER OPERATIONS AND SERVICES.

- 1. The Society shall:
 - a. Maintain and follow a clear set of protocols regarding shelter admission and intake procedures, care, and welfare of animals, employee conduct, and shelter and adoption operations;
 - b. Establish and maintain convenient public hours of access, including weekend hours;
 - c. Strive to comply with the standards set forth in the “Guidelines for Standards of Care in Animal Shelters” published by the Association of Shelter Veterinarians;
 - d. Employ or contract with a licensed veterinarian to monitor the veterinary care and other aspects of shelter operations affecting the health of the animal population of the shelter;
 - e. Treat animals with care and respect, and provide clean, comfortable, safe and healthy environment with adequate housing, exercise, water and food; and

- f. Adhere to the specific animal control ordinances of each Benefitted Municipality when animals from those jurisdictions are processed.
- g. Will operate a community cat program utilizing Trap-Neuter-Return practices for cats that meet established program qualifications. Under this program, eligible cats will be sterilized, vaccinated, ear-tipped for identification, and returned to the locations where they were found when appropriate.

F. ANIMAL INTAKE

1. The Society shall:
 - a. Take Accepted Animals on behalf of the Benefitted Municipalities that are brought in by the Designated Animal Control Agent, the Police Department/Sheriff's Office/Animal Control, and members of the public who find stray animals within the municipal limits of the Benefitted Municipalities;
 - b. Accept injured wildlife for euthanasia and disposal purposes only, with the Society reserving the right to turn away, or accept and transfer to another agency, healthy wildlife;
 - c. Identify the originating municipality for every impounded animal;
 - i. The services provided under this Agreement shall be performed in accordance with the Primary Animal Control Ordinance for each Benefitted Municipality as identified in Section B. Definitions.
 - d. Provide a procedure whereby Accepted Animals may be delivered to the shelter by the Designated Animal Control Agent 24 hours per day, 7 days per week; and
 - e. Facilitate an annual training session for all Designated Animal Control Agents employed or contracted by the Benefitted Municipalities. The purpose of the training is to comprehensively cover intake procedures, protocols, and Standard Operating Procedures (SOPs) relevant to the Society's intake operations.
2. Upon intake, Accepted Animals will be vaccinated for common illness, treated for fleas and worms, and groomed as necessary for the animal's health and comfort. Any impounded animal that is suspected to be a victim of cruelty or neglect will be immediately reported to the applicable Benefitted Municipality's Designated Animal Control Agent.
3. Animals shall be held for the mandated three-day stray animal hold period in accordance with the Benefitted Municipalities' applicable codes as outlined in Section B. Definitions.
4. All impound periods shall continue to run during those hours where the shelter is not open for business. Benefitted Municipalities may request additional holding periods and other services as set forth below:
 - a. Animals requested to be held beyond 10-day grace period: \$30.00 per day
 - b. Veterinary care beyond routine stabilization during required hold: Invoiced quarterly based on expenses
 - c. Expert witness testimony and expert witness case review: \$75.00 per hour
 - d. Exam or necropsy with full veterinary report: \$250 per animal
 - e. Forensic necropsy with medical notes: \$150.00 per animal

- f. Live forensic exam with medical notes: \$50.00 per animal
 - g. Large-scale seizures or impounds: Cases with 15 or more animals will have an additional per-animal fee of \$35.00
 - h. Evidence collection: Invoiced quarterly as the Society is charged
 - i. Veterinary costs incurred during stray period, above and beyond basic stabilization and routine care: Invoiced quarterly as the Society is charged
- 5. Underage puppies may be placed in a foster setting prior to the end of the applicable stray dog hold period.
- 6. All animals shall have an impound record, indicating the identification tag number, if any, species, breed and description of animal by coloring, time and date of impound, name of agent taking in the animal and full address where the animal was found.
- 7. During the applicable stray animal hold period, animals will be provided daily food, water, shelter, and, as appropriate, mental enrichment and daily exercise.
- 8. Once admitted, veterinary care, including medical stabilization, pain relief, and routine treatment for common illnesses, will be provided by the Society. In the event an animal's condition necessitates emergency veterinary care at an outside clinic, the Benefitted Municipality will be responsible for covering the costs during the three-day stray dog hold period.
- 9. Should an animal be suffering from serious injury or disease that would endanger other sheltered animals, or cause the animal to endure unnecessary pain and suffering if left untreated, as determined under the guidance of a licensed veterinarian, the animal may be euthanized prior to the expiration of the required three-day stray hold period and documented on the animal's custody record.
- 10. Any animal impounded may be redeemed within the stray animal hold period, upon evidence of rightful ownership or custody and payment of redemption fees. These may include the cost of impound, transportation, and any additional veterinary costs incurred.
- 11. Animals may be denied redemption if placed on investigative hold by a Benefitted Municipality's Designated Animal Control Agent or the Health Department. Redemption may be denied in accordance with the applicable Benefitted Municipality's code to an owner who has cruelly treated an animal. In these cases, the Society shall act as directed by the Designated Animal Control Agent.
- 12. The Society will provide disposal (cremation) services for animals deceased upon arrival or during the time of sheltering.

G. DISPOSITION OF UNCLAIMED ANIMALS.

- 1. The Society shall make all reasonable attempts to reunite stray animals with their owners, if identified.
- 2. No live animals shall be used, sold, or donated for experimental purposes.
- 3. After the three-day stray animal hold period has expired, the Society shall assume full rights and responsibility for the final disposition of the animals. This may include adoption, transfer to an approved adoption or rescue agency, or humane euthanasia.

4. Euthanasia will be carried out by certified euthanasia technicians under the provisions established by Washington State law.
5. The Society must maintain a current Washington Board of Pharmacy license to purchase and dispense appropriate drugs and must comply with all Federal and State regulations concerning the handling of controlled substances for the purpose of animal euthanasia.

H. ADOPTION, PLACEMENT, OR TRANSFER OF ANIMALS.

1. Every reasonable effort shall be made to return the animal to its owner prior to release of the animal through adoption or transfer to another animal welfare agency.
2. Animals are to be spayed or neutered and microchipped as a condition of adoption, subject to the animal shelter's discretion.

I. ADMINISTRATION.

1. The Society shall:
 - a. Collect and safeguard impound fees upon redemption of any stray animal, as established by each Benefitted Municipality. Collection of fees shall be recorded in the Society's data management system;
 - b. Post redemption fees at the shelter;
 - c. Have the authority to allow limited discounts and/or fee waivers, in the event an owner is unable to pay full redemption fees;
 - d. Be responsible for collecting all impound fees due upon redemption of a stray animal, in accordance with the Benefitted Municipalities' Primary Animal Control Ordinances as identified in Section B. Definitions;
 - e. Have an established protocol for cash handling and record keeping and issue an itemized receipt for every animal redeemed;
 - f. Remit monies due to the Benefitted Municipalities in the form of a credit against monies owed for services provided to the Benefitted Municipalities under the terms of this Agreement;
 - g. Cooperate with City and County officials and the Benefitted Municipalities' Designated Animal Control Agents on actions pertaining to animals and quarantine and assist the Benefitted Municipalities in obtaining and presenting evidence in the civil or criminal prosecution of violations of Benefitted Municipalities' codes, regulations or laws, at the additional fee outlined in Section F. Animal Intake, subsection 4;
 - h. Meet quarterly with Designated Animal Control Agents to review and resolve any issues or concerns; and
 - i. Maintain confidentiality related to records and information and use discretion in conversations with the public.

J. BENEFITTED MUNICIPALITIES' RESPONSIBILITIES.

1. The Designated Animal Control Agents will deliver live stray animals to the Society and:
 - a. Secure the animal in a designated kennel;

- b. Complete all required information on animal services intake form, including full address, provide any additional information relevant to the animal, and place completed animal services intake form in designated form box;
 - c. Inform the Society when an animal is to be held for protective custody, quarantine, or investigative purposes (bite quarantine animals must be secured in the bite quarantine kennel);
 - d. Ensure water bowl in kennel is filled if drop-off is after hours;
 - e. Assume responsibility for medically needy animals requiring immediate veterinary care after 4:30 pm including payment of care for impounded animals taken by the Benefitted Municipality to the veterinary clinics by the Designated Animal Control Agent;
 - f. Place a link to the Society's website where each impounded animal will be posted throughout the three-day stray hold period after admission. Such notice shall contain a general description of the impounded animal showing breed, sex, color, and a photo.
2. For all deceased on arrival (DOA) animals, the Designated Animal Control Agent will:
 - a. Take a photo (if a domesticated animal);
 - b. Scan animal for a microchip;
 - c. Place the animal in a designated DOA bag and label the remains;
 - d. Provide detailed information on the animal DOA form provided by the Society and place in appropriate designated DOA form box;
 - e. Place the DOA bag in cooler, located in bulk storage room.
 3. Benefitted Municipalities will follow up on potential animal cruelty cases as referred by the Society.
 4. Benefitted Municipalities will cooperate with the Society's staff and volunteers as needed for the Society to do its work.
 5. Benefitted Municipalities will provide all available and pertinent information in order to assist in reuniting animals with their owners.
 6. Benefitted Municipalities will meet quarterly with the Society to review and resolve any issues or concerns.
 7. Benefitted Municipalities will maintain confidentiality related to records and information found on Shelter Buddy, a management software for animal shelters and control agencies, and shall not download any information off the database.

K. INSURANCE.

1. Minimum Amounts of Insurance. The Society shall carry insurance with the following minimum coverage:
 - a. **Commercial General Liability:** \$2,000,000 per occurrence; \$2,000,000 aggregate
 - b. **An excess or umbrella policy with limits of:** \$1,000,000 per occurrence, \$1,000,000 aggregate limit (minimum)

- c. **Professional Liability / Errors & Omissions:** \$1,000,000 per occurrence; \$2,000,000 aggregate
- d. **Workers Compensation:** As required by Washington State Industrial Insurance laws
- e. **Automobile liability:** Coverage on owned, non owned, rented, and hired vehicles, \$1,000,000.

The provider must name the cities of Castle Rock, Longview, and Woodland as additional insureds on the Commercial General Liability and Excess or Umbrella policies and indemnify/hold harmless the above listed municipalities. The Benefitted Municipalities are to be notified by the insurance agent/broker or company not less than 30 days in advance of any policy cancellation or termination of coverage. Such insurance shall be subject to the approval of the Benefitted Municipalities' attorneys.

2. **Other Insurance Provision.** The Society's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, a statement that they are the primary insurance with respect to the Benefitted Municipalities. Any insurance, self-insurance, or self-insured pool coverage maintained by the Benefitted Municipalities shall be in excess of the Society's insurance and shall not contribute with it.
3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
4. **Verification of Coverage.** The Society shall furnish the Benefitted Municipalities with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Agreement before commencement of the work.
5. **Notice of Cancellation.** The Society shall provide the Benefitted Municipalities with written notice of any policy cancellation within two (2) business days of their receipt of such notice.
6. **Failure to Maintain Insurance.** Failure on the part of the Society to maintain the insurance as required shall constitute a material breach of contract, upon which the Benefitted Municipalities may, after giving thirty (30) business days' notice to the Society to correct the breach, immediately terminate the Agreement or, at their discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Benefitted Municipalities on demand, or at the sole discretion of the Benefitted Municipalities, offset against funds due the Society from the Contracting City.
7. **Benefitted Municipalities Full Availability of Society Limits.** If the Society maintains higher insurance limits than the minimums shown above, the Benefitted Municipalities shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Society, irrespective of whether such limits maintained by the Society are greater than those required by this Agreement or whether any certificate of insurance furnished to the Benefitted Municipalities evidences limits of liability lower than those maintained by the Society.

L. HOLD HARMLESS/INDEMNIFICATION.

The Society agrees to indemnify and hold harmless the Contracting City and Benefitted Municipalities, their elected officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action and claims arising directly out of the Society's sole negligence. This paragraph does not purport to indemnify the Contracting City and Benefitted Municipalities against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the negligence of the Benefitted Municipality, their elected officials, officers, employees, and agents.

M. ACCOUNTABILITY

1. The Benefitted Municipalities shall be given access to the Shelter Buddy records involving the care of stray animals impounded from the Benefitted Municipalities and the Society will cooperate with the Benefitted Municipalities to ensure that such records are kept for a minimum of six (6) years after termination of this Agreement such that the Benefitted Municipality can satisfy thier obligations under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act).
2. The Society acknowledges that this Agreement and all records prepared and used in the performance of this Agreement with the Benefitted Municipalities may be disclosed by the Benefitted Municipalities under the Public Records Act, RCW Chapter 42.56 and RCW 40.14, following review by the Benefitted Municipality's Public Records Officer. The Society will cooperate with the Benefitted Municipalities by using best efforts to provide records within two (2) business days of request that are used in the performance of this Agreement and generated either at the time the Society receives an animal seized by the Designated Animal Control Agent or any time up until the expiration of the 72-hour hold established by RCW 16.52.085. The Society acknowledges that the Benefitted Municipalities' Auditors may audit the records and accounts pertaining to this Agreement, and the Society will make those records available at a time convenient to the Auditor.
3. The Society shall be properly licensed to operate as a business during the life of this Agreement as required by the laws of the State of Washington and provide to the Benefitted Municipalities a copy of its articles of incorporation applicable business licenses and nonprofit tax-exempt designation upon request.

N. CONSIDERATION.

1. For the services provided to the Benefitted Municipalities per this Agreement, the Contracting City agrees to pay the Society as set forth below:
 - a. The Contracting City shall pay the Society a flat fee intended to cover these basic Agreement services:
 - i. Intake and sheltering for animal control and strays from the community;
 - ii. Medical care, vaccinations, and spay/neuter services prior to adoption;
 - iii. Redemption services for lost/found pets;
 - iv. Daily cleaning, feeding, and care;
 - v. Minimum 3-5 day stray hold;
 - vi. Behavior support and enrichment; and

- vii. Pathways for each animal, including adoption services, transfer to rescue, or euthanasia.
 - b. The flat fee due to the Society by the Contracting City shall be in the following amounts:
 - i. January 1, 2026 – December 31, 2026: \$242,083.60
 - c. Additional services may be provided in accordance with the additional services and fees outlined in Section F. Animal Intake, subsection 4.
- 2. The Benefitted Municipalities will share in the annual flat fee due to the Society as established in the ILA in the following proportions, or as hereafter amended in accordance with the Benefitted Municipalities' ILA:
 - a. City of Longview: \$218,902.84
 - b. City of Woodland: \$12,426.80
 - c. City of Castle Rock: \$10,753.96
- 3. The Contracting City shall be responsible for timely payment of the yearly flat fee. Dispute among the Benefitted Municipalities as to the proportion of the flat fee due shall not impact the Contracting City's responsibility to provide payment to the Society in full.
- 4. The Society shall prepare and deliver to the Contracting City an invoice for services provided to the Benefitted Municipalities on a monthly basis and will provide an accounting of all animals impounded, reclaimed, and the associated impound fees collected on the Benefitted Municipalities' behalf. Each invoice will reflect credit for any redemption fees and/or civil penalties collected within the invoice period. The Contracting City shall pay the invoices within 30 days of receipt. If payment is not received within 30 days, unpaid balances will be assessed a late fee of 1.5% per month. Service fees will be reviewed and may be revised with each contract extension.
- 5. The Benefitted Municipalities acknowledge that the payment for services as set forth in Section N. Consideration, subsection 1 and 2, for the intake, care and shelter of animals are, as of the Effective Date, less than the actual full cost incurred by the Society in providing such services. The Society agrees to accept such payment in reliance on the Benefitted Municipalities commitment to progressively increase its financial contribution in future Contracts for Animal Shelter Services.

O. CONDITIONS

The fees established under this agreement are based on the assumption that the community cat program described in this agreement will be fully implemented, including the adoption of municipal code provisions necessary to authorize waiver of stray hold requirements for qualifying cats, their sterilization and their return to the location where they were found.

P. TERMINATION.

- 1. This Agreement may be terminated at will by any party by giving six (6) months' written notice of intent to terminate to the City Manager/Sheriff on the part of the Contracting City,

and to the President of the Humane Society for Southwest Washington on the part of the Society. No cause for such termination need be shown. In addition, this Agreement may be terminated by any party for material breach of non-performance of contract requirements upon sixty (60) days' written notice.

2. In the event of termination of this Agreement, the termination shall not relieve the Contracting City of any obligation for the payment of any amounts due and owing as of the effective date of termination. All payment obligations incurred under this Agreement shall survive the termination and continue until fully satisfied. Termination of this Agreement shall not extinguish or impair any right or remedy of the non-terminating party with respect to any pre-existing breach or default by the other party.

Q. GENERAL PROVISIONS.

1. Independent Capacity. The Parties intend that an independent contractor relationship between the Society and the Benefitted Municipalities will be created by this Agreement. No agent, employee, or representative of the Society shall be deemed to be an employee, agent, or representative of the Benefitted Municipalities for any purpose, and the employees of the Society are not entitled to any of the benefits the Benefitted Municipalities provide for Benefitted Municipality employees. The Society will be solely responsible for its acts and for the acts of its agents, employees, servants, or otherwise during the performance of this Agreement. The Society is responsible for all taxes applicable to this Agreement.
2. Governing Laws and Disputes. This Agreement shall be governed by the laws of the State of Washington. Before instituting any legal action hereunder, the parties, through the Contracting City Manager (for the Contracting City) and the President (for the Society), shall meet with each other an attempt in good faith to resolve the disagreement. The venue for any action hereunder shall be in the Clark County Superior Court.
3. Recital. Cowlitz County and the Cities of Longview, Castle Rock, and Woodland (collectively, the "Benefitted Municipalities") have entered into an Interlocal Agreement pursuant to RCW 39.34 dated _____, 2026, hereby incorporated by this reference, authorizing the Contracting City to act as the primary contracting entity and administrative agent for Animal Sheltering services with the Society. The Contracting City is authorized to execute this Agreement on behalf of itself and the Benefitted Municipalities to achieve administrative efficiencies and economies of scale. The recital set forth above is true and correct, is incorporated into this Agreement by this reference, and is expressly made a part hereof as if fully set forth at length herein.
4. Operational Procedures. The Society acknowledges that each Benefitted Municipality may utilize this Agreement. When an animal is impounded from a Benefitted Municipality other than the Contracting City, pursuant to this Agreement, the Society shall adhere to the specific animal control ordinances and regulations of that originating municipality, including but not limited to, stray hold periods, redemption processes and fees, and specific definitions related to animal control. The Society shall maintain a current record of relevant ordinances for all Benefitted Municipalities.
5. Amendment. Any Amendment to this Agreement shall be in writing and approved by the City Manager or authorized designee on the part of the Contracting City and by the Society's President or authorized designee on the part of the Society. The Contracting City shall not agree to any Amendment of this Agreement without the written agreement of all Benefitted

Municipalities.

6. Waiver. The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or waiver of the provision itself.
7. Notices.
 - a. Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited by first-class regular mail, postage prepaid, to the Contracting City or the Society. The Contracting City shall be responsible for providing any notice received from the Society to the other Benefitted Municipalities in accordance with the Notice provision of the ILA.
 - b. Notices to the Contracting City shall be addressed to:

Jennifer Wills, City Manager
City of Longview
P.O. Box 128
Longview, WA 98632
 - c. Notices to the Society shall be addressed to:

Andrea Bruno, President
Humane Society for SW WA
1100 NE 192nd Avenue
Vancouver, WA 98684
8. Severability. If any section, sentence, clause, provision, or phrase of this Agreement should be held to be invalid for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of any other section, sentence, clause, provision, or phrase of this Agreement.
9. Entire Agreement. This instrument constitutes the entire Agreement between the parties and supersedes all prior agreements.
10. Ratification. Acts taken pursuant to this Agreement, but prior to its execution are hereby ratified and affirmed.

Signatures on Following Page

DATED this _____ day of _____, 2026.

VANCOUVER HUMANE SOCIETY & Society for
Prevention of Cruelty to Animals, DBA Humane
Society for Southwest Washington

By: _____
Andrea Bruno, President

DATED this _____ day of _____, 2026.

CONTRACTING CITY
City of Longview, a Municipal Corporation

By _____
Jennifer Wills, City Manager

Approved as to form:

By _____
_____, City Attorney

EXHIBIT C

Sample Ordinance Revision: Stray Hold Exemption for Cats

Section [X].XX – Impoundment and Disposition of Cats

A. Purpose and Intent

The purpose of this section is to reduce shelter crowding, improve public health outcomes, and humanely manage community cat populations by authorizing the implementation of a Trap-Neuter-Return (TNR) or Shelter-Neuter-Return (SNR) program. This approach allows for the sterilization, vaccination, and return of healthy, community cats to the locations where they were found, rather than subjecting them to standard impoundment or holding periods.

B. Exemption from Mandatory Stray Hold for Eligible Cats

1. Notwithstanding any other provision of this chapter, the Animal Shelter or its authorized agents may forego the standard stray hold period for cats that meet the following criteria:

- a. The cat appears healthy, is of appropriate age and condition to undergo sterilization surgery, and shows no signs of ownership (e.g., collar, microchip, or other identifiable markings).
- b. The cat was impounded or received as a stray from within the jurisdiction's boundaries.
- c. The cat is assessed as suitable for return under the Shelter-Neuter-Return or Trap-Neuter-Return program.

2. Eligible cats may be sterilized, vaccinated against rabies and other core diseases, ear-tipped for identification, and returned to the approximate location where they were found, unless relocation is deemed necessary for public health or safety reasons.

C. Exceptions

The stray hold exemption shall not apply to:

1. Cats with verified ownership, microchips, or other traceable identification.
2. Cats that are visibly ill, injured, or under the age of eight weeks.
3. Cats determined by Animal Control to present a public safety risk or nuisance that cannot reasonably be mitigated.

D. Recordkeeping and Reporting

The Animal Shelter shall maintain accurate records of all cats processed under this section, including:

1. Location of intake and return.
2. Medical treatments administered (sterilization, vaccinations, etc.).
3. Any exceptions applied under subsection (C).

An annual report summarizing outcomes under this section shall be made available to the jurisdiction on a monthly or quarterly basis.

E. Coordination with Animal Control and Public Communication

The Animal Shelter shall coordinate with Animal Control officers and community partners to educate the public about the Shelter-Neuter-Return program, promote responsible pet ownership, and reduce community cat population growth through humane, sustainable methods.

The City of Castle Rock (Agency), needing to acquire real property (obtain an interest in and/or possession of) in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act and applicable federal regulations (49 CFR Part 24) and state law (Ch. 8.26 RCW), and state regulations (Ch. 468-100 WAC) hereby adopts the following procedures to adhere to all applicable laws, statutes, and regulations. The Agency is responsible for the real property acquisition and relocation activities on projects administered by the Agency and must acquire right of way (ROW) in accordance with the policies outlined in the Washington State Department of Transportation Right of Way Manual M 26-01 and Local Agency Guidelines (LAG) Manual.

1. Below is a list of Agency staff, by name and position titles, who are qualified to perform specific ROW functions. Attached to these procedures are resumes for everyone listed within these procedures, which provide a summary of their qualifications. The procedures shall be updated whenever staffing changes occur.
 - a. The Agency has the staff with the knowledge and experience to accomplish the following ROW Disciplines:
 - i. **PROGRAM ADMINISTRATION:**
Oversee the delivery of the ROW Program on federal aid projects for the Agency. Ensures ROW functions are conducted in compliance with federal and state laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Ensures the Agency's approved ROW Procedures are current, including staff qualifications, and provides copies to consultants and Agency staff;
- Oversight of ROW consultants;
 - Ensure that the hired consultants meet the minimum requirements outlined in ROW Manual Chapters 2 & 8 and Chapter 3 for Appraisal and Appraisal Review.
 - Use of consultant contract approved by WSDOT
 - Management of ROW contracts
 - Management of ROW files
 - Reviews and approves actions and decisions recommended by staff & consultants
 - Overall responsibility for decisions that are outside the purview of consultant functions
- Sets Just Compensation before offers are made;
- Oversight and approval of Waiver Valuations per policy;
- Oversight and approval of Administrative Settlements per policy;
 - Ensure that Administrative Settlements are reviewed and accepted by the Local Agency Coordinator prior to final signature.
- Ensure the Agency has a relocation appeal process before starting relocation activities;
- Obligation authority for their Agency;
- Obtain permits (Non-Uniform Relocation Act (URA));
- Ensures there is a separation of functions to avoid conflicts of interest.
- Verifies whether ROW is needed and that the property rights and/or interests needed are sufficient to construct, operate, and maintain the proposed projects. See LAG Appendix 25.171, 25.1726, and the No ROW Checklist (LPA-008).

TYLER STONE, PUBLIC WORKS DIRECTOR

Note: Staff included under Program Administration must have completed the eLearning Administrative Settlement and No ROW Verification training available at <https://wsdot.wa.gov/business-wsdot/support-local-programs/local-programs-training/right-way-training-education>

ii. APPRAISAL

Prepare and deliver appraisals on federal aid projects for the Agency. Ensures that appraisals are consistent and in compliance with state and federal laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Use only qualified agency staff or consultants who meet the requirements outlined in ROW Manual Chapter 3 to perform appraisal work;
- Prepare ROW Funding Estimate (not required to be completed by an appraiser & only when there are federal funds in the ROW Phase);
- Prepare Waiver Valuation;
- Obtain specialist reports;
- Coordinate with engineering, program administration, acquisition, relocation, and/or property management.

CONTRACT WITH A QUALIFIED CONSULTANT

iii. APPRAISAL REVIEW:

Review appraisals for federal aid projects for the Agency to ensure they are adequate and reliable, supported by reasonable data, and approve appraisal reports. Ensure appraisals are adequately supported, represent fair market value and applicable costs to cure, and are completed in compliance with state and federal laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Use only qualified agency staff or consultants that meet the requirements outlined in ROW Manual Chapter 3 to perform appraisal review work;
- Ensures project-wide consistency in approaches to value, use of market data, and costs to cure;
- Coordinate with engineering, program administration, acquisition, relocation, and/or property management.

CONTRACT WITH A QUALIFIED CONSULTANT

iv. ACQUISITION:

Acquire, through negotiation with property owners, real property or real property interests (rights) on federal aid projects for the Agency. Ensures acquisitions are completed in compliance with federal and state laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Use only qualified staff/consultants to perform acquisition activities for real property or real property interests, including donations;

- Staff and consultants must meet the requirements outlined in ROW Manual Chapters 2 & 8
- To avoid a conflict of interest, when the acquisition function prepares a Waiver Valuation, it only acquires property valued at \$15,000 or less;
- Provide and maintain a comprehensive written account of acquisition activities for each parcel;
- Prepare Waiver Valuation justification and obtain approval;
- Prepare Administrative Settlement and obtain approvals;
- Prepare Right of Way Funding Estimate (when there are federal funds in the ROW Phase);
- Review title, and recommend and obtain approval for acceptance of encumbrances;
- Ensure acquisition documents are consistent with ROW plans, valuation, and title reports;
- Provide a negotiator disclaimer;
- Maintain a complete, well-organized parcel file for each acquisition;
- Coordinate with engineering, program administration, appraisal, relocation, and/or property management.

CONTRACT WITH A QUALIFIED CONSULTANT

Note: Staff included under Acquisition must have completed the eLearning Administrative Settlement training available at <https://wsdot.wa.gov/business-wsdot/support-local-programs/local-programs-training/right-way-training-education>

v. RELOCATION:

Provide relocation assistance to occupants of property considered displaced by federally funded projects for the Agency. Ensures relocations are completed in compliance with federal and state laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Only qualified staff/consultants are used to perform relocations that meet the requirements outlined in ROW Manual Chapters 2 & 8.
- Prepare and obtain approval of relocation plan before starting relocation activities;
- Confirm relocation appeal procedure is in place;
- Provide required notices and advisory services;
- Make calculations and provide recommendations for the Agency approving authority before making payment;
- Obtain all necessary items to present and receive approvals for the various move options, including, if applicable, a Moving Cost Estimate, Commercial Mover Estimate, or Move Cost Finding.
- Provide and maintain a comprehensive written account of relocation activities for each parcel;
- Maintain a complete, well-organized parcel file for each displacement;
- Ensure occupants and personal property are removed from the ROW;
- Coordinate with engineering, program administration, appraisal, acquisition, and/or property management.

vi. **PROPERTY MANAGEMENT:**

Establish property management policies and procedures that will assure the control and administration of ROW, excess lands, and improvements acquired on federal aid projects for the Agency. Ensure that property management activities comply with federal and state laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Only qualified staff/consultants are used to perform property management that meets the requirements outlined in ROW Manual Chapters 2 & 8.
- Account for use of proceeds from the sale/lease of property acquired with federal funds on other Title 23 eligible activities;
- Keep ROW free of encroachments;
- Obtain WSDOT/FHWA approval for a change in access control along the interstate;
- Maintain property records;
- Ensure occupants and personal property are removed from the ROW;
- Maintain a complete, well-organized property management file;
- Coordinate with engineering, program administration, appraisal, acquisition, and/or property management.

TYLER STONE, PUBLIC WORKS DIRECTOR

- b. Any functions for which the Agency does not have qualified staff, the Agency will contract with another local agency with approved procedures, a qualified consultant, or the WSDOT. An Agency that proposes using qualified consultants for any of the above functions must work closely with its Local Agency Coordinator (LAC) and Local Programs to ensure all requirements are met. **The LAC must be given an opportunity to review all offers and supporting data before offers are made to the property owners.** The number of spot-check reviews depends on the project scope, the complexity of acquisitions, the local agency's level of experience, and past performance. Spot-check reviews will reduce the risk of delays during ROW Certification. The LAC may request additional information or parcel files to ensure local agency compliance.
 - c. The Agency's Administrative Settlement Procedures, indicating the approval authorities and the procedures involved in making administrative settlements, need to be included with these procedures (see Exhibit A).
 - d. An Agency wishing to take advantage of the Waiver Valuation process for properties valued up to \$35,000 or less must complete Exhibit B of these procedures.
2. All projects shall be available for review by the FHWA and Local Programs ROW at any time, and all project documents shall be retained and available for inspection during the plan development, ROW, and construction stages and for three years following Local Programs' acceptance of the projects.
 3. Local Programs ROW may rescind its approval of the agency's procedures at any time the Agency is found to no longer have qualified staff or is found to be in non-compliance with the regulations. The rescission may apply to all or part of the approved functions.
 4. The Agency must review these procedures every three years to verify that they are current. Procedures need to be updated for one or more of the following reasons:

- a. Staff Changes
- b. If the Agency is considering early acquisition for an unfunded project, the Agency must have current procedures.
- c. A change is requested regarding staff who can perform specified activities.
- d. Revisions to the ROW Program, such as statutory, regulatory, or policy changes.

PAUL HELENBERG, MAYOR

Date

Washington State Department of Transportation

Approved By:

Local Programs Right of Way Manager

EXHIBIT A
Agency's Administrative Settlement Policy

The CITY will expeditiously attempt to negotiate settlement of all Fair Market Value (FMV) offers for the acquisition of real property. However, the CITY recognizes the fact that differences in opinion of FMV may occur with property owners. These differences typically exceed the FMV offered by the CITY. In such cases, an Administrative Settlement may be necessary where the CITY will continue to negotiate considering all the information supporting just compensation in excess of the City's determination of FMV's. The CITY's negotiator will work with CITY staff and property owners towards a mutual and reasonable agreement of just compensation. Counter offers by the property owner will be submitted to the CITY's Public Works Director or his/her designee for review. If in agreement, the CITY's Public Works Director or his/her designee will coordinate with the assigned negotiator and other CITY staff, in preparation of a letter of support and justification towards an Administrative Settlement. The extent of the letter of support is a matter of judgment and discretion, and subject to the particular circumstances and the amount of compensation involved for the property. Considerations in the letter of support may include, but not be limited to: salaries; all available pertinent appraisals; range of testimony in a condemnation trial; construction schedules; prior court awards; trial costs (legal counsel) and the public interest.

Authority for approval of administrative settlement proposals during project negotiations shall be delegated as follows: The Acquisition Consultant shall be authorized to offer up to \$1,000 above the City's FMV offer or up to 10% above the FMV, not to exceed \$1,000. However, CITY approval is required for any amount above the appraised FMV. The Public Works Director shall have the authority to approve administrative settlements up to 25% of the FMV offer, not to exceed \$10,000. The City Council will approve administrative settlements that exceed \$10,000 above the appraised FMV. All administrative settlements will be documented, thoroughly justified, and shall be set forth in writing.

PAUL HELENBERG, MAYOR

Date

Washington State Department of Transportation

Approved By:

Local Programs Right of Way Manager

EXHIBIT B

Agency's Waiver Valuation

The CITY OF CASTLE ROCK , hereinafter (Agency), desiring to acquire Real Property according to 23 CFR, Part 635, Subpart C, 49 CFR Part 24, and State directives, and desiring to take advantage of the waiver valuation process approved by the Federal Highway Administration (FHWA) for Washington State, hereby agrees to follow the procedure approved for the Washington State Department of Transportation (WSDOT) as follows:

Rules

- A. The Agency may elect to waive the requirement for an appraisal if the acquisition is simple, has a low fair market value, and the compensation estimate (including the cost to cure items) and the estimated property value are under \$35,000.
- B. The Agency must make the property owner(s) aware that an appraisal has not been completed on the property for offers of \$15,000 or less.
- C. The Agency must inform the property owner(s) that an appraisal has not been completed on the property for offers over \$15,001 and up to \$35,000, and that an appraisal will be prepared if requested by the property owner(s).
- D. Special care should be taken in preparing the Waiver Valuation, as no review is mandated, the preparer needs to ensure that the compensation is fair and that all the calculations are correct.

Procedures

- A. A Waiver Valuation is prepared using comparable sales found and verified during preparation.
- B. The Waiver Valuation is approved by the Agency staff listed under Program Administration within these Right of Way Procedures. Once the local agency coordinator has completed a spot check for the project, an offer to the property owner(s) is authorized upon signature.

PAUL HELENBERG, MAYOR

Date

Washington State Department of Transportation

Approved By:

Local Programs Right of Way Manager

EXHIBIT C

Relocation Appeal Procedures

If the displaced person disagrees with the City of Castle Rock's decision as to their right to relocation assistance or the amount of a payment, or the adequacy of the housing to which they have been referred they may appeal the decision by contacting the City of Castle Rock in writing at the following:

City of Castle Rock

Attn: Mayor

PO Box 370

Castle Rock, WA 98611

A request must be filed within 60 days of the notice of Relocation Assistance Payments. No specific form is required, however the displaced person's request shall include the following:

A. Date

B. Displaced Person's Name

C. Project Title

D. Address and/or Parcel Number

E. An explanation of what the displaced person is claiming, all the facts, reasons and any supporting evidence as to why the displaced person is otherwise aggrieved

F. Contact information for displaced person representative/attorney (if applicable)

The information will be reviewed by the Mayor. Upon review of the information, a decision will be forwarded to the displaced person within 30 days of the receipt of the appeal. If the displaced person disagrees with the Mayor's decision, they may appeal the decision to the Hearing Examiner by contacting the City of Castle Rock in writing at the above address. No specific form is required, however the displaced person's request shall include the following:

A. Date

B. Displaced Person's Name

C. Project Title

D. Address and/or Parcel Number

E. An explanation of what the displaced person is claiming, all the facts, reasons and any supporting evidence as to why the displaced person is otherwise aggrieved

F. Why the decision from the first appeal was in error

G. Contact information for displaced person representative/attorney (if applicable) The City will schedule the appeal to be heard by a hearings examiner within 30 days of receipt of the second appeal letter. If the displaced person disagrees with the hearings examiner's decision, they may file a petition for writ of review in Cowlitz

County Superior Court under Chapter 7.16 RCW or such other remedy as may be allowed under the statutes of the State of Washington.

PAUL HELENBERG, MAYOR

Date

Washington State Department of Transportation

Approved By:

Local Programs Right of Way Manager

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

Agreement Number: _____

Firm/Organization Legal Name (do not use dba's):		
Address	Federal Aid Number	
UBI Number	Federal TIN	
Execution Date	Completion Date	
1099 Form Required ☐ Yes ☐ No	Federal Participation ☐ Yes ☐ No	
Project Title		
Description of Work		
☐ Yes ☐ Yes ☐ Yes ☐ Yes	☐ No DBE Participation ☐ No MBE Participation ☐ No WBE Participation ☐ No SBE Participation	Maximum Amount Payable:

Index of Exhibits

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

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

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

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

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

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

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

If to AGENCY:			If to CONSULTANT:		
Name:			Name:		
Agency:			Agency:		
Address:			Address:		
City:	State:	Zip:	City:	State:	Zip:
Email:			Email:		
Phone:			Phone:		
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 conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

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

V. Payment Provisions

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

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

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

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

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

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

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

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

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

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

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

Agreement Number:

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

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

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

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

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

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

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

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

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

Insurance Coverage

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

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

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

Name:

Agency:

Address:

City: State: Zip:

Email:

Phone:

Facsimile:

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

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

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

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

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

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

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

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

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

Signature

Date

Signature

Date

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

Exhibit A Scope of Work

Project No.

See attached Exhibit A

**EXHIBIT A
SCOPE OF WORK
CITY OF CASTLE ROCK
HUNTINGTON AVENUE ROUNDABOUT PROJECT**

PROJECT DESCRIPTION

The Agency proposes to construct a new roundabout at the intersection of Huntington Avenue and the entrance to the Landing on the Cowlitz. The new roundabout is intended to minimize traffic delays, improve pedestrian and cyclist safety and reduce the risk of accidents. Improvements will consist of a new single-lane roundabout to accommodate vehicles, including WB-67 trucks, designed to Washington State Department of Transportation (WSDOT) standards. The design phase includes transportation, traffic and geotechnical engineering, and environmental services.

The project will include new sidewalk, curb and gutter, and splitter islands with pedestrian crossings. New sidewalk, curb and gutter will extend to Larson Lane on the south side of Huntington Avenue. New streetlighting will be installed at the intersection and rectangular rapid flashing beacons (RRFBs) will be installed at pedestrian crossings.

The Consultant will evaluate existing conditions and potential impacts to adjacent properties.

The Consultant understands the Agency's goal is for all permanent improvements to be located within the Agency's existing street right-of-way (ROW), however, construction outside the Agency's existing street ROW may be necessary. Acquisition of additional permanent ROW or temporary construction easements are not included in this scope of work.

The project is part of the Agency's currently adopted 6-year Transportation Improvement Plan and is being constructed to serve existing development.

The Consultant will subcontract with multiple firms to perform work identified below:

- HWA GeoSciences - Geotechnical investigation and design recommendations; Hazard Materials Assessment
- SCJ Alliance - Peer review of roundabout design, Intersection Control Evaluation and public engagement.
- Ecological Land Services - Environmental documentation and permitting efforts.
- Global Transportation Engineering - Channelization/illumination design, RRFB, traffic control and construction phasing plans.
- Aqua Terra Cultural Resource Consultant - Cultural and historic preservation effort.
- Mt. View Locating - Locating of existing conductible utilities.

ASSUMPTIONS

The Consultant utilized the following assumptions in developing the identified scope of work and estimated budget:

General

- The Consultant will meet with the Agency once per month to review project. Project meetings will be virtual or at the Consultant's office. Consultant has budgeted for up to 18 meetings. Additional meetings, if requested, will be out of scope.
- Addressing regulatory agency review comments will not require significant effort by the Consultant. Significant, for this assumption, is defined to mean that field work or additional evaluation is required by the regulatory agency(ies) with jurisdiction regarding a specific permit application. If significant revisions are required to application materials, design drawings, specifications or contract documents due to review comments from any applicable regulatory agency, such revisions will be out of scope work.
- The Agency has the right to access the subject property and will grant the Consultant and its agents right of entry as needed to perform all tasks requested or listed within the Agreement

Existing Conditions Topographic Survey

- The Consultant will submit a Design Information Request (DIR) to 811 Utility Notification Center (811) to identify utility providers in the area. 811 has stopped field marking utility locates for design. The Consultant will also perform locating of existing conductible utilities within the project limits.
- While the boundaries and/or right of ways of said parcel need to be determined to show their proper location, the Agency has not requested a Record of Survey; therefore, no corners will be set, and a Record of Survey will not be filed with the Cowlitz County Auditor.

Roadway Design

- The Consultant will utilize a transportation subconsultant for preparation of construction traffic control plans.
- Traffic evaluation has been performed and approved for this project, as part of the Landing on the Cowlitz project, and will be utilized for the design of this project. Therefore, a traffic analysis is not required.
- A simplified Intersection Control Evaluation format will be acceptable to WSDOT, and a formal ICE evaluation will not be required.
- No Engineering Basis of Design will be required to be submitted to WSDOT for review and approval of roadway design.
- No substantial changes to the roundabout geometry will be made after the 50% design submittal.
- Channelization plans are not anticipated to require restriping of side streets except to replace existing striping damaged or removed by construction activities.
- Signing and channelization will follow Agency Standards and current Manual on Uniform Traffic Control Devices (MUTCD) guidelines.

- Haul route analysis is not required.

Illumination, Signing, Striping, Traffic Control and RRFB Design

- The Consultant will utilize a transportation subconsultant for the above design elements.
- The Agency will provide as-builts for existing streetlighting within and adjacent to the project site.
- Roadway lighting hardware used in the analysis will be consistent with existing lighting within the area and verified with the Agency prior to beginning the analysis.
- Two rounds of illumination analysis have been budgeted for this task.
- Standard/typical light pole foundations will be utilized. Special foundations requiring structural engineering are not required.
- New and existing streetlighting will be metered and owned/ maintained by the Agency.
- Light level targets will be based on WSDOT and Illuminating Engineering Society standards.
- Existing lighting located on adjacent private properties will not be included in the streetlighting analysis.
- The RRFB will be solar powered or hardwired, at the Agency's discretion. If hardwired, the RRFB power will tie into the proposed streetlighting service cabinet.
- The Consultant will notify the Agency if impacts to existing utilities are identified and will be responsible for coordinating with utility providers for relocation of utilities and/or providing design for utility relocation.
- Temporary illumination design is not anticipated.
- Signing will be developed at the 50% design level.
- Transportation subconsultant will coordinate initial power service connections with Cowlitz Public Utilities.

Contract Documents

- No landscaping design, structural design, traffic signalization, offsite roadway design, water or sewer design, or offsite striping is included in the Consultant's scope of work.
- Agency standards will be utilized as applicable. Where Agency standards are not available, WSDOT Standard Plans will be utilized.
- The Consultant will prepare ROW drawings to identify potential areas requiring additional permanent or temporary ROW. Full ROW services are not included in this scope of work.
- Improvements to the Agency's water or sanitary sewer pipelines are not included in the Consultant's scope of work.
- The Consultant will prepare all required WSDOT checklists for submittal to and review of design deliverables by WSDOT.
- The Agency will perform all communication with WSDOT and provide information to the Consultant. Consultant will not be the lead contact for communication with WSDOT.

Permitting

- No violations exist for the subject property.
- Unless stated elsewhere within the proposal, no more than one field visit will be required by the Consultant or its agents.
- Site conditions during project work will not differ significantly from the conditions the Consultant observed or assumed when creating this proposal. These observations or assumptions are based upon one or more of the following: a pre-proposal site visit, correspondence with the client, or information derived from aerial photography.
- All portions of the subject property are easily accessible with minimal clearing required to access and navigate the site. No hazardous conditions or livestock will be present on the subject property at the time of any site visit.
- Property information provided for the project is accurate and subject property boundaries are clearly marked and/or understandable.
- The Consultant will flag independently and leave flags onsite. Flags will remain in place and undisturbed for the duration of the project.
- There will be wetland fill associated with project design; therefore, preparation of a Nationwide Permit application is required.
- A Biological Assessment is the correct documentation required for formal consultation with NMFS/USFWS for Endangered Species Act Compliance. If the consultation is reduced from formal consultation to informal or no consultation, then the cost associated with ESA compliance will be less.
- Mitigation for Impacts to wetlands and/or wetland buffers will be mitigated by the purchase of required mitigation at the Coweeman River Wetland Mitigation Bank.
- All permit application and public notice publication fees will be paid by the Agency.

Cultural Resource Survey

- The Consultant will utilize a cultural resource survey subconsultant to perform the Cultural Resource Survey and associated documents.
- Background research indicates no documented cultural resources (CR) within the Project Area. One survey has been completed partially within the Project Area, NADB 1697307. For that survey, a pedestrian survey was completed partially within the Project Area and was negative for CR; shovel probes excavated outside of the project area were also negative. Another survey was completed adjacent to the Project Area, 1696793, with negative shovel probes. Approximately 0 archaeological sites, 0 registered structures, 2 burials or cemeteries, 25 recorded historic structures, and 10 previously conducted cultural resource assessments are located within a one-mile radius of the project area. The closest archaeological sites to the Project Area are 45CW10, 1.2 miles west, and 45CW270, 1.2 miles northeast. Site 45CW10 is possibly a precontact village site, WISSARD states: "*Curtis states there were 20 houses here. Items collected by Owner.*" And 45CW270 as an isolated 1939 glass bottle. A search of the County assessor's records for the property reveals no structures within the proposed Project Area meeting the 50-year age threshold for assessment. Soils are alluvial deposits. There may be some fill.
- If not already defined by the federal lead agency, the Area of Potential Effects (APE) will comprise the project footprint and all proposed staging/laydown areas.

- The adjacent/bordering tax parcel will also be included in the APE for projects that intend to expand the existing ROW.
- The Consultant will prepare one (1) draft and one (1) final APE Memorandum for Agency review and approval prior to submission to WSDOT. Any Agency-driven changes to the project APE footprint that necessitate map updates or additional APE memo revisions beyond this single draft/final cycle will be out-of-scope work. Such revisions will require a contract amendment.
- The Consultant will address one round of WSDOT/federal agency review comments on the APE Memorandum. If additional rounds of WSDOT/federal agency review comments are required to be addressed, it will be out of scope work and will require a contract amendment.
- WSDOT is responsible for disseminating the formal Section 106 APE to the consulting parties.
- If the project's horizontal/vertical limits are changed during the project duration, an updated APE memorandum will be required. This will be out-of-scope work and will require a contract amendment.
- All existing utilities within the project site will be located and field marked prior to any fieldwork activity.
- Before conducting field investigations, a technical notification of the schedule and a request for information related to the project area will be sent to the tribes affiliated with the project area's location. This technical notification does not replace any formal consultation required by the project.
- A full pedestrian survey of the project area will be completed. The pedestrian survey typically involves walking transects in accessible areas of the project site to inspect for evidence of cultural resources.
- Up to forty-three (43) shovel probes will be excavated to a maximum depth of 1 meter at 20 m intervals within the project's direct impact areas. Shovel probes may be augmented with a hand augur if warranted. All probes will be backfilled following the recording. Excavation will terminate upon the presence of glacial deposits or standing water.
- No cultural resources will be encountered in the project area. If cultural resources are identified, a contract amendment will be required.
- The Consultant is not liable for any damage to utilities, irrigation systems, or landscaping that may result from the survey activities.
- If the project area lies within an active homeless camp and/or contains biohazard waste, the Agency will have law enforcement vacate the property prior to field survey activities and/or provide services of a third-party biowaste management company, as applicable.
- The Consultant will address one round of Agency review comments in finalizing the Cultural Resource Assessment report. If additional review rounds are warranted due to additional Agency input a contract amendment will address the labor hours associated with multiple revisions and the internal quality assurance/quality control (QA/QC) process.
- The final report deliverable will be provided in electronic PDF format. If hard copies are requested, the direct expense and labor associated with report binding and printing production will be covered under the contract amendment.

Geotechnical Engineering

- The Consultant will perform geotechnical field explorations, evaluations and prepare a geotechnical engineering report for the project, including a recommended roadway structural section and long-term infiltration rate.
- All exploration locations will be within Agency ROW or property for which rights of entry have been secured.
- Utility locates will be comprehensive and accurate enough to allow reliable and safe location of borings. Vacuum extraction of the upper portions of the boreholes is not included.
- Traffic control will be required for all geotechnical explorations in the ROW.
- Field explorations can be accomplished during normal daylight workdays and hours, with at least a minimum of 8 hours available per day. The drilling program proposed herein is estimated to be completed in 1 day.
- Exploration locations will be field located using handheld GPS and measurement from existing known features. Surveying of actual exploration locations is not included.
- Pavement coring will not be required prior to conducting the geotechnical borings.
- The geotechnical explorations proposed herein will not be used to assess site environmental conditions. However, visual and olfactory observations (i.e., staining, suspect odors, etc.) regarding potential contamination will be noted if encountered. Analysis, testing, storage, and handling of potentially contaminated soil and groundwater are beyond this scope of services. If suspect contaminated soils and/or groundwater are encountered, the material will be properly contained on-site for disposal as mutually agreed upon without additional cost to the Consultant.
- Installation of groundwater monitoring wells to determine groundwater flow direction and gradient at the site is not included.
- Ongoing monitoring of groundwater level is not included
- A groundwater mounding analysis is not included.
- Pavement engineering is limited to developing new pavement sections for the project based on information collected from the site.
- Existing pavement evaluation is not included.
- Retaining wall recommendations will not be required. If retaining walls are required adjacent to the proposed roundabout, a scope and budget amendment will be required to provide geotechnical design recommendations for the walls and depending on the height and location of the walls, additional site exploration work may be required.
- Compressible soils are not present beneath the roadway embankment and an evaluation of settlement potential for proposed additional embankment fill will not be required.
- Mitigation recommendations for liquefaction induced settlement is not included.
- Addressing one round of draft Geotechnical Engineering Report review comments is included. Addressing additional rounds of review comments, if required, will be out of scope work and will require a contract amendment.
- Following delivery of the draft report, all soil samples will be disposed of, unless otherwise mutually agreed upon. Long-term storage of soil samples is not included.

Hazardous Materials Analysis (HMA)

- A Hazardous Materials Technical Memorandum is not considered to be a Phase I Environmental Site Assessment (ESA) that adheres to ASTM International (ASTM) standards. If the Hazardous Materials Technical Memorandum analysis reveals issues that could impact the project area, more detailed investigations, which may include a Phase I or Phase II ESA, may be recommended. If further investigation is determined to be needed, a contract amendment will be required.
- The HMA project area for this project is the approximately 0.25-mile roadway corridor that extends along Huntington Avenue South, as well as portions of the private roadway extending to the south of Huntington Avenue South that currently provides access to the Timberlake Church and will eventually provide access to the Landing on the Cowlitz development.
- The HMA scope of work does not include any specific testing or analysis to determine the presence or absence of any physical, radiological, or biological hazard or condition, including, but not limited to wetlands, endangered species issues, asbestos containing materials, lead-based paint, lead in drinking water, or radon.
- Addressing one round of draft Hazardous Materials Technical Memorandum review comments is included. Addressing additional rounds of review comments, if required, will be out of scope work and will require a contract amendment.

Stormwater Design

- Stormwater design for The Landing on the Cowlitz includes conveying treated stormwater runoff from the roundabout. The Landing's stormwater is discharged directly to the Cowlitz River, which is a flow control exempt waterbody; therefore, Minimum Requirement #7, flow control, is not required for this project. Stormwater treatment facilities will comply with WSDOT Runoff Highway Manual or City of Castle Rock requirements.
- A draft of the required construction Storm Water Pollution Prevention Plan (SWPPP) will be prepared by the Consultant. The construction contractor will be responsible for completing the SWPPP based on specific means, methods, techniques and sequencing of construction to be utilized.
- A Stormwater Report will be prepared based on existing and developed land use conditions.

Public Involvement

- The Agency will be responsible for posting notices and providing a location for the open house.
- The Consultant will lead the open house and assist the Agency with site preparation for the open house.
- The Agency is responsible for rental/deposit fees, if any, associated with the open house.
- 36"x42" presentation boards will be provided by the Consultant for the open house..
- The City Council meeting will be held in-person.

DESIGN PHASES ENGINEERING SERVICES

During the Design Phase, the Consultant shall prepare 50%, 90% and 100% contract documents showing the general scope, extent and character of the construction work to be furnished and performed by the construction contractor. Final deliverables for the project will be one set of complete contract documents for Agency review.

TASK 1 - PROJECT ADMINISTRATION

The Consultant shall provide project management, administration and attend meetings with the Agency as required. In general, this includes providing a designated Project Manager for this project and performing or preparing the following:

- A. General administration, scope adjustments, schedule and budget updates as necessary,
- B. Monthly invoices to include narrative report of work performed.
- C. All subconsultant management and coordination.
- D. Schedule and conduct a project kickoff meeting with the Agency and all subconsultants.
- E. Attend up to 2 permitting meetings with permitting agencies and the Agency.
- F. Prepare for and attend up to 18 project progress meetings with the Agency and project team during the design phase of the project. The Consultant will prepare appropriate materials for use at these meetings to present final design criteria and any major impacts identified during the project. Subconsultants will participate in these meetings as appropriate.

Task 1 Deliverables:

- Progress meeting agendas, meeting materials and meeting minutes
- Monthly progress reports and invoices, including narrative of work performed.
- Schedule updates as appropriate.

TASK 2 - PRELIMINARY ENGINEERING DESIGN (50%)

During preliminary design, the Consultant will perform the following:

Task 2.1 - Utility Coordination and Survey Services

An existing conditions topographic survey will be performed on portions of Huntington Avenue South beginning 200 feet northwesterly of Larson Lane, then southeasterly along Huntington Avenue South to the west end of the bridge crossing the railroad. Topographic survey will also be required on portions of the Pieren property (parcel number 308120200), and the Rupley property (parcel number 3080901).

Datums to be Utilized

- Survey work will be performed on the NAVD88 vertical datum and NAD83/2011 horizontal datum (Washington Plane Coordinate System-South Zone).
- Survey work will be performed in U.S. Survey Feet and sheet size will be 22" x 34".
- Plan orientation will be shown with North Arrow at the top.

Drafting Descriptions

Draft six (6) total descriptions with corresponding exhibit maps for Easements, Temporary Construction Easements (TCE), or ROW acquisitions.

Existing Conditions Topographic Survey

The Consultant will perform both field and office work as appropriate for the existing conditions topographic survey. The existing conditions topographic survey will include, but is not limited to, the following:

- A. Coordinates, descriptions, and elevations of the following existing items:
 - Existing monumentation.
 - Centerline, features, and edges of existing roadways, driveways, sidewalks, pedestrian ramps, parking lots or other asphalt or concrete paved surfaces.
 - Adjacent public utilities serving the subject parcels or project area consisting of:
 - Sanitary sewer manhole locations, rim elevations, pipe sizes, material type and invert elevations.
 - Storm drain manholes, catch basins, lines, outfalls, ditches, ponds, and structures with invert details including pipe size and grate/rim elevations,
 - Water line valves, blow-offs, and fire hydrants.
 - Underground utilities to the extent of known and determinable information from utility locates.
- B. Site grade elevations (i.e., site topography) with the elevations labeled on shot markers depicted across the site.
- C. Right of Way lines.
- D. Buildings: the location of any building, structures, and/or improvements on the surveyed property observed in the process of conducting the fieldwork.

The following elements will be included on the existing conditions topographic survey map:

- Vertical datum used
- North arrow
- Map scale and graphic scale bar
- Legend of symbols used
- Licensee name and contact information
- Seal and signature of licensee
- Statements of clarification for elements shown
- Basis of elevations citing benchmark(s) used with elevation(s)
- Purpose or intended use of the topographic elements shown on the map
- A description of the source of the contours
- Labeling to determine contour interval(s)
- Description of project benchmarks established
- Statement of elevations and contour accuracy
- Statement on limitation of use
- Source of boundary information and method(s) used to relate area mapped to said boundaries
- Statements of clarification of utility information shown:

- Source of utility location
- Statement of accuracy of utility depiction
- A statement of the scope of work between the project owner and the licensee regarding the comprehensiveness, exclusions, and limits of the utility investigations leading to these utility depictions

Task 2.1 Deliverables

- Existing conditions topographic survey base map incorporating all field collected data in AutoCAD Civil 3D 2026. The AutoCAD file will include description, coordinates and elevation of each data point to scale and a 3D surface model.
- Existing conditions topographic survey base map in .pdf format, sealed and signed by licensed surveyor.

Task 2.2 - Preliminary Roadway and Illumination Design

The Consultant will prepare 50% design drawings and contract documents for the roundabout and illumination. The roundabout layout is anticipated to follow National Cooperative Highway Research Program (NCHRP) Report 1043 – Guide for Roundabouts, WSDOT Design Manual Chapter 1320 – Roundabouts, and the Agency development code, as applicable, for design guidelines and standards. The scope of work will include the following:

- A. Prepare an illumination plan, associated lighting analysis, and supporting documentation for the proposed improvements. The illumination design will include legend and light pole table, locations of poles, conduits, junction boxes, and wiring necessary to complete the illumination system. The illumination plan will be prepared to meet current Agency and Illuminating Engineering Society (IES) standards, as applicable. The Consultant will begin to coordinate with the Agency and Cowlitz PUD to determine a power source for new streetlights.
- B. Identify light pole locations necessary to complete the street lighting design to a 50% complete level and provide preliminary service locations.
- C. Prepare a rectangular rapid flashing beacon (RRFB) plan and supporting documentation for the proposed improvements. The RRFB design will include locations of poles, conduits, and junction boxes. The RRFB plan will be prepared to meet current Agency and WSDOT standards, as applicable.
- D. Signing and striping plans within the project limits to the 50% complete level consisting of lane geometry layout and sign replacement locations.
- E. Prepare a schematic showing potential roundabout construction phasing sequence. The plan will focus on longer-term phases of construction; short-term temporary traffic control plans will not be included. The work zone traffic control sequence will be prepared to meet current Agency and MUTCD standards, as applicable.
- F. It is anticipated construction requirements for the project can be shown on approximately 52 22" x 34" drawings at 1" = 20" scale, consisting of:
 - Cover sheet (1)
 - Notes, Legend, Index and Abbreviation sheet (1)
 - Alignment and Survey Control Plan sheet (1)

- Existing Conditions Plan sheets (2)
- Site Preparation & Temporary Erosion and Sediment Control Plan sheets (2)
- Site Preparation and TESC Detail sheets (2)
- Typical Roadway Section sheets (2)
- Paving Plan & Profile sheets (4)
- Paving Detail sheets (2)
- Grading & Storm Drainage Plan sheets (3)
- Grading & Drainage Detail sheets (2)
- Channelization & Signing Plan sheets (5)
- Channelization & Signing Detail sheets (2)
- Illumination Notes & Legend sheet (1)
- Illumination Plan sheets (1)
- Illumination Detail sheet (2)
- RRFB Notes & Details sheet (1)
- RRFB Plan Sheet (2)
- Right of Way Plan sheets (2)
- Traffic Control Notes & Legend sheets (2)
- Traffic Control Plan sheets (5)
- Construction Phasing Plan sheets (3)
- Misc. Detail sheets (4)

G. Technical specifications will be prepared using WSDOT/APWA format.

H. Prepare 50% placeholder specification sections. Specification sections will be based on the latest 2026 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction.

I. Prepare 50% design level opinion of construction cost based on the Consultant's experience and recent WSDOT bid history for southwest Washington.

J. In-house QC review of design drawings near the 50% completion stage to ensure the documents are consistent in presentation of the design information. QC review comments will be incorporated into the design.

K. An electronic .pdf file of the 50% drawings and opinion of construction cost will be submitted to the Agency for review and comment. Agency comments will be incorporated into the 90% documents as appropriate.

L. It is anticipated that a progress meeting with the Agency will take place to review and discuss various aspects of the project after the 50% submittal. This progress meeting will be at the Consultant's office, in conjunction with a site visit, if requested by the Agency.

Task 2.2 Deliverables

- 50% Design Drawings in .pdf format
- 50% schematic figure(s) for maintenance of traffic staging
- 50% Specifications in .docx format

- Opinions of construction cost in .pdf format
- Supporting documentation/calculations for RRFB and illumination designs

Task 2.3 - Geotechnical Evaluation

A geotechnical study with geotechnical design recommendations will be performed as noted below.

Task 2.3.a - Data Review and Site Exploration Plan

Prior to field investigation, the Consultant will perform the following:

- **Review Available Geotechnical Information:** The Consultant will review available geotechnical information for the area in the vicinity of the project site to improve the understanding of the local geological conditions at the site and surrounding area. This will include a review of geologic maps, the Consultant's library of geotechnical information in the area, and data from online databases.
- **Site Reconnaissance and Utility Locates:** The Consultant will conduct a reconnaissance of the project site. This reconnaissance will be used to identify potential geotechnical challenges for the project and to assist in planning the subsurface exploration program. During the site reconnaissance, the Consultant will mark exploration locations with white paint and stakes and will then notify 811. An additional site visit will be performed to verify that the proposed locations of the explorations are clear of utilities prior to mobilizing our equipment.
- **Plan and Coordinate Subsurface Exploration Program:** The Consultant will plan and coordinate a geotechnical exploration program. The program would include up to three (3) geotechnical soil borings each advanced to 30 feet below the ground surface to support recommendations for the proposed project.
- **Prepare Geotechnical Subsurface Exploration Plan (SEP) Memo:** The Consultant will prepare a geotechnical SEP for the proposed work. The SEP will detail the type, location, and extent of proposed field explorations along with logistics necessary to perform the work, such as traffic control plans (if required) and identification of staging areas. The work plan will also be used for utility locating clearances and permitting that may be necessary to access the exploration locations. The SEP will be submitted to the Agency for review and approval.

Task 2.3a Deliverables

- Geotechnical Subsurface Exploration Plan, in .pdf format.

Task 2.3.b - Field Investigation and Evaluation

The scope of work will include the following:

- **Conduct Geotechnical Borings:** A truck or track-mounted drill rig equipped with hollow-stem auger tooling will be used to advance three (3) geotechnical borings at the site up to a target depth of approximately 30 feet below the existing ground surface. Standard Penetration Test (SPT) samples will be taken at 2-1/2 to 5-foot intervals throughout each boring. All borings will be monitored and logged under the full-time observation of a geotechnical subconsultant representative. The borings will be drilled by a licensed driller under subcontract to geotechnical subconsultant.
- **Generate Exploration Logs and Assign Laboratory Testing:** Samples retrieved from explorations will be sealed in plastic bags and taken to the Consultant's laboratory for further examination and testing. Selected samples will be tested to determine relevant engineering and index properties. Depending on the type of soils encountered, laboratory testing performed may include moisture content tests, determination of grain-size distribution, and/or Atterberg limits test. Soil and laboratory test information will be presented in summary logs that will be generated upon completion of our exploration program.
- **Preliminary Infiltration Screening Analyses:** The Consultant will evaluate grain size analyses data of samples obtained from the near surface soils and our explorations logs to evaluate if onsite infiltration of stormwater is feasible. If it is determined that the near surface soils at the site have not been consolidated by glaciers, preliminary infiltration rate estimates will be developed based on grain size data.
- **The Develop Recommendations for Foundations for Luminares:** Consultant will provide recommendations for luminaire foundations, assuming the use of WSDOT standard plan foundations.
- **Pavement Engineering Analysis and Recommendations:** Consultant will use the collected information regarding soil and groundwater conditions observed at the site to develop recommendations for pavements, such as subgrade preparation, aggregate base course, and minimum section thicknesses.
- **QA/QC:** The Consultant will have all design calculations and geotechnical recommendations reviewed prior to distribution to the design team and Agency.

Task 2.3.c - Geotechnical Report

- **Draft Geotechnical Engineering Report:** The Consultant will prepare a draft geotechnical report to support design of the project. The report will present the results of our subsurface exploration program, and it will include:
 - A description of the subsurface exploration program.
 - Logs of the subsurface investigations, including any existing subsurface geotechnical data (if available) and the results of field tests conducted.
 - A description of all laboratory tests conducted and the test results.
 - A description of the geologic setting for the project area.
 - A site plan showing subsurface exploration locations.
 - Geotechnical recommendations pertaining to preliminary infiltration rates, pavement design, and luminaire foundations.

- **Respond to Review Comments:** The Consultant will respond to review comments in the form of emails to the design team.
- **Final Geotechnical Engineering Report:** The draft geotechnical report will be finalized after consolidated comments from the Agency and the design team are received.

Task 2.3c Deliverables

- Draft Geotechnical Engineering Report, in .pdf format
- Final Geotechnical Engineering Report, in .pdf format

Task 2.4 - Preliminary Stormwater Analysis and Design

A new storm drain system will be designed to collect, convey, and treat storm water runoff per WSDOT Runoff Manual or Agency requirements. Work under this task will include the following:

1. Preliminary design of roadway storm drainage pipe to convey the 25-year, 24-hour design storm.
2. Preliminary design of treatment of storm drainage from the new roadway impervious surface.

Task 2.4 Deliverables

- Preliminary sizing calculations and quantities for use in preparing 50% design estimate.

Task 2.5 - Public Involvement

Task 2.5.a -Open House

An in-person open house will inform the public of the project and gather input, ideas, and feedback, helping to ensure the project is meeting public needs and expectations. The Consultant will prepare ads/notices the Agency can use/send/post for providing public house notifications to the community. The Consultant will coordinate with the Agency to identify potential suitable locations for the open house, schedule/book the open house, attend the open house, prepare the room/venue for the open house, provide sign-in sheets/easels, greet/guide attendees and have them sign in, guide/assist attendees to those on the project team that can answer project specific questions, provide name tags for project team members, collect and summarize comments received, and clean up the room/venue after the open house. The Consultant will develop up to two (2) presentation boards related to the Consultant's scope of work items that can be displayed at the public open house.

Task 2.5.b -City Council Meeting

The Consultant will support the Agency in preparing for and providing a presentation to the City of Castle Rock City Council. The Consultant will assist in the preparation of a Power Point presentation and prepare an Agency/Project specific Power Point template.

Deliverables

- Open house participation (up to one)
- Open house materials, as described above
- City Council meeting attendance (up to one)
- City Council Power Point presentation

Task 2.6 - Environmental Review and Permit Application Development

The Consultant will perform environmental review and prepare permit applications as follows:

Task 2.6.a - Report and Permit Application Development

Research critical areas, including wetlands and fish and wildlife habitat conservation areas, to map out and narrow the field investigations. The preliminary area will be reviewed with the Agency to determine the full extent of the investigation area. Based on the agreed upon investigation area, the Consultant will perform the following:

- Site visit to flag critical areas.
- Wetland Delineation Report development.
- Bank Use Plan development.
- SEPA preparation.
- JARPA preparation.
- NEPA CE form Part 5 assistance.

Task 2.6.b -ESA Consultation

- Preparation of Biological Assessment for formal consultation (National Marine Fisheries Service [NMFS]/US Fish and Wildlife [USFWS]).
- Prepare supporting AutoCAD generated figures.

Task 2.6.c -- Project Coordination and Correspondence

- Up to 6 project meetings.
- Coordination with WSDOT Local Programs as needed.
- Meetings with applicable regulatory agencies as needed.
- One onsite meeting.
- Permit application development and support.
- Coordination and correspondence with project team and Agency.
- Coordination with NMFS & USFWS.

Environmental Deliverables

- SEPA Checklist, JARPA, Bank Use Plan, Wetland Delineation Report, Biological Assessment

Task 2.7 - Cultural Resource Survey

- A. The Consultant will conduct background review for information held at appropriate repositories, such as the Washington State Department of Archaeology and Historic Preservation (DAHP)'s Washington Information System for Architectural and Archaeological Records Data (WISAARD) database, tribal cultural resource departments, university and city libraries, history museums, public records, private manuscript collections, online sources, and/or informants. The research objective is to thoroughly understand the environmental and cultural contexts, land use patterns, and the probability of cultural resources being present in the project area.

- B. The Consultant will develop an Area of Potential Effects (APE) Memorandum that defines the APE, including horizontal and vertical impacts, for the proposed project, along with the accompanying map set.
- C. The Consultant will conduct a field investigation using the standards documented in the DAHP's Washington State Standards for Cultural Resources Reporting (updated 4/19/2023). A field investigation generally includes, at a minimum, pedestrian surveys and subsurface testing to inspect for evidence of cultural resources. If a cultural resource (e.g., a resource at least 50 years old) is identified in the project area, the resource must be fully documented on a Washington State Archaeological Site Form or a Historic Property Inventory (HPI) Form as required by the DAHP. Inventory typically involves preparing a written description of the resource and its surroundings, taking photographs, creating sketch maps, and recording GPS coordinates. Any identified cultural resource will be returned to the location where it was identified, unless otherwise negotiated under another agreement.
- D. The Consultant will prepare a cultural resource assessment report that adheres to the standards outlined in the DAHP's Washington State Guidelines for Cultural Resources Reporting (updated December 2025). The report will include relevant project information, maps, and provide a discussion on the environmental and cultural contexts, land-use patterns, and previously conducted cultural resources studies and findings within a one-mile radius of the project area. The one-mile radius may be adjusted depending on the project's scope, at the Consultant's discretion. The report will also include the methods used to survey the project area, the findings, and an assessment of the likelihood that the project will impact potential cultural resources. If necessary, based on the project's regulatory needs, the report will also include a National Register evaluation of any identified cultural resources. The Consultant will submit the report to the Agency for review and allow for one round of comments. The final report will be suitable for submission to DAHP, the lead agency, and affected tribes.

Deliverables

- Area of Potential Effect Submittal
- Cultural Resource Survey Summary report.

Task 2.8 - Hazardous Materials Analysis (HMA)

The Consultant will conduct a HMA of the project area to evaluate the project area for obvious evidence of existing and potentially hazardous materials conditions, with focus on environmentally regulated properties and the historic and current use of the properties adjacent to and in close proximity to the proposed project area. The proposed project area is approximately 0.25 mile roadway corridor that extends along Huntington Avenue South, as well as portions of the private roadway extending to the south of Huntington Avenue South that currently provides access to the Timberlake Church and will eventually provide access to the Landing development. The HMA will be completed in accordance with WSDOT requirements for a "mid-level" hazardous materials assessment. The HMA will include the following tasks:

- A. Regulatory Database Review: The Consultant will obtain and review readily accessible environmental records for the project area and adjacent properties. A subcontracted

database service, such as Lightbox Environmental Data Resources, Inc., will be used to obtain a listing of environmental and historical records for the project area and immediate vicinity. Available records and databases include U.S. Environmental Protection Agency (EPA) listed and Washington State Department of Ecology (Ecology) listed sites.

- B. Historic Documents Review: The Consultant will review historical documentation, including:
 - Historical aerial photographs,
 - Historical topographic maps,
 - Sanborn Fire Insurance Maps, if coverage is available, and
 - Reverse city directories for the streets included in the project area.
- C. Site Reconnaissance: The Consultant will conduct a site reconnaissance from public rights-of-way or publicly accessible public properties (i.e., windshield survey).
- D. Regulatory Agency Review: The Consultant will review technical documents and reports available online from the local regulatory agencies (e.g., Ecology and/or EPA) concerning previous environmental investigations for the project area and adjacent moderate and high-risk properties.
- E. Evaluate Data: The Consultant will evaluate the resulting data with respect to potential impacts of subsurface contaminants on development and construction of the corridor project and potential property acquisitions.
- F. Prepare Report: The Consultant will prepare draft and final mid-level Hazardous Material Technical Memorandum. The memorandum may include recommendations for additional environmental assessment work (e.g., Phase I or Phase II ESA), potential impacts on property acquisition and construction, and potential mitigation measures that could be used to minimize contaminant-related impacts.

Deliverables

- Draft Hazardous Materials Technical Memorandum, in .pdf format
- Final Hazardous Materials Technical Memorandum, in .pdf format.

TASK 3 - PREPARE PS&E CONTRACT DOCUMENTS

Task 3.1 - Final Stormwater Evaluation and Design

Using the design information prepared for the 50% design, The Consultant will complete final design of the conveyance piping and stormwater facilities. Work under this task will include the following:

- A. Final design of roadway storm drainage pipe to convey the 25-year, 24-hour design storm.
- B. Final design of treatment of storm drainage from the new roadway impervious surface.
- C. Prepare a stormwater Technical Information Report (TIR) summarizing the stormwater design meeting the requirements of WSDOT Runoff Manual or the Agency stormwater requirements.
- D. Prepare draft of the Construction Stormwater Pollution Prevention Plan to be included with stormwater report.

Deliverables

- Final stormwater TIR.
- Draft Construction Stormwater Pollution Prevention Plan.

Task 3.2 - Final Roadway, Illumination, RRFB and Traffic Control Design

The Consultant will prepare 90% and 100% design drawings and contract documents for the project, building on the 50% complete documents and incorporating the above tasks into the project documents.

- A. Prepare roadway, channelization, illumination, RRFB and storm drain design drawings for the project.
- B. Coordinate with Cowlitz PUD for obtaining service to the proposed streetlighting service cabinet. The Consultant will provide associated lighting analysis and supporting documentation.
- C. Prepare design drawings and supporting documentation for RRFB, as needed.
- D. Prepare a work zone traffic control plan for the proposed improvements. The work zone traffic control design will include appropriate phasing/staging of roundabout construction and short-term temporary traffic control plans. The work zone traffic control plan will be prepared to meet current Agency and MUTCD standards.
- E. Prepare quantities and opinions of construction costs at 90% and final design. Final quantities will be provided to Agency for use in preparing bid documents.
- F. Prepare technical specifications in conformance with Agency standards and the latest version of the WSDOT Standard Specifications and Special Provisions.
- G. Advise Agency of any adjustments to the latest opinion of construction costs caused by change in general scope extent or character or design requirements of the project or construction cost. Furnish to Agency a final opinion of construction cost based on the completed design documents.
- H. The Consultant will perform an in-house QC review of the design drawings near the final completion stage to ensure the documents are consistent in presentation of the design information. QC review comments will be incorporated into the final design.
- I. An electronic .pdf file of the final drawings, specifications, and opinion of construction cost will be submitted to the Agency.
- J. It is anticipated that a progress meeting with the Agency is required to review and discuss various aspects of the project near the 90% completion stage. This project meeting will be virtual.

Deliverables

- 90% review plans, specifications and updated opinion of construction cost in .pdf format;
- Final stamped design drawings in .pdf format;
- Final stamped construction documents in .pdf format;
- Final engineer's opinion of construction cost in .pdf format.

TASK 4 - BID PHASE ENGINEERING SERVICES

Bid Phase Services are not included in this Scope of Work but can be added via amendment to this Agreement if desired by the Agency.

TASK 5 - CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

Construction Phase Services are not included in this Scope of Work but can be added via amendment to this Agreement if desired by the Agency.

SCHEDULE MILESTONES

The following schedule milestones are based on Consultant receiving Notice to Proceed by April 14, 2026. If Notice to Proceed is issued by the Agency to the Consultant after April 14, 2026, the Schedule Milestones will be adjusted on a day for day basis to the actual Notice to Proceed date.

- Notice to Proceed: 4/15/2026
- 50% Design documents 10/23/2026
- NEPA/SEPA Submittal 11/13/2026
- 90% Design drawings 5/14/2027
- 100% Design drawings 10/01/2027
- Final Design documents TBD

Exhibit B

DBE Participation Plan

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

See attached SBE/DBE Participation Plan



March 23, 2026

Tyler Stone, Public Works Director
City of Castle Rock
141 "A" Street
Castle Rock, WA 98611

RE: Huntington Avenue Roundabout Project DBE Participation Plan

Dear Tyler,

Gibbs & Olson is committed to meeting the 13% DBE requirement for the project referenced above. The table below details of our proposed DBE project subconsultants, and both the percentage and amount of our total proposed budget amount for each of the DBE subconsultant firm.

Firm Name (DBE Certification No.)	Role on Project Team	Anticipated Commitment	Budget Total
Global Transportation Engineering (D5F0024325)	Traffic Control/Phasing/ Illumination Design	12.0%	\$88,764.22
HWA GeoSciences (D5F0024692)	Geotechnical Investigation/Hazardous Materials Analysis	9.1%	\$67,160
Aqua Terra Cultural Resource Consultants (D2F0022310)	Cultural Resource Survey	3.7	\$27,687.94
Total		24.8%	\$183,612.16

Notes:

Please let me know if you have any questions regarding our DBE subconsultant participation on this project.

Sincerely,

Richard A. Gushman, President

File: 0130.Pending

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

AutoCAD Civil 3d, .dwg

B. Roadway Design Files

AutoCAD Civil 3d, .dwg

C. Computer Aided Drafting Files

AutoCAD Civil 3d, .dwg

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

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

Microsoft Word, .docx for reports and memorandums

Microsoft Excel, .xlsx for cost opinions

pdf for plansheets, reports, memorandums and cost opinions

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

N/A

II. Any Other Electronic Files to Be Provided

N/A

III. Methods to Electronically Exchange Data

ftp upload site, email, jump drive

A. Agency Software Suite

AutoCAD Civil3D, MS Office, Bluebeam Revu, Adobe Reader

B. Electronic Messaging System

MS Outlook

C. File Transfers Format

Microsoft Word, .docx for reports and memorandums

Microsoft Excel, .xlsx for cost opinions

pdf for plansheets, reports, memorandums and cost opinions

Exhibit D
Prime Consultant Cost Computations

See attached Exhibit D

EXHIBIT D
Huntington Avenue Roundabout
Castle Rock, WA
Gibbs & Olson, Inc.
Estimated Time and Cost Budget

Project Tasks	Principal	Sr. Eng.	Eng VI	Eng V	Eng II	Eng I	CAD Designer	Admin	Senior Land Surveyor	Land Surveyor	2 Man Survey Crew	1 Man Survey Crew	ELS Enviromental	HWA Geotech	Global Traffic/ Lighting	SCJ Alliance Peer Review /Public Involvement	Aqua Terra Cultural Resources	Mt. View Utility Locates	Total Cost
Task 1 - Project Administration & Meetings																			
General project management & administration	8	2	16	40	0	0	0	0	4	0	0	0	\$0.00	\$0.00	\$5,635.00	\$0.00	\$0.00	\$0.00	\$18,738.32
Monthly Progress reports, general correspondence	4	2	12	40	0	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,821.19
Subconsultant Coordination	8	2	16	72	12	0	0	0	2	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,962.28
Project Kickoff Meeting	0	0	4	4	4	4	0	2	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,493.71
Project meetings - Assume 18 1-hour meetings	4	4	16	36	36	36	12	8	0	0	0	0	\$0.00	\$0.00	\$5,286.00	\$0.00	\$0.00	\$0.00	\$26,112.27
Regular City Council Updates	0	18	8	6	0	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,206.57
Total Task 1 - Project Administration & Meetings	24	28	72	198	52	40	12	10	6	0	0	0	\$0.00	\$0.00	\$10,921.00	\$0.00	\$0.00	\$0.00	\$84,334.34
Task 2 - Prepare 50% Contract Documents																			
Task 2.1 - Topographic Survey																			
Research, Calculations, CAD, Processing, Mapping, QC review	0	0	0	4	4	4	8	0	12	40	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,254.44
Topographic Survey (field)	0	0	0	0	0	0	0	0	4	0	50	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,960.00	\$14,897.06
Draft descriptions	0	0	0	0	0	0	0	0	48	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,314.89
Total Task 2.1 - Topographic Survey	0	0	0	4	4	4	8	0	64	40	50	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,960.00	\$31,466.39
Task 2.2 - Preliminary Roadway and Illumination Design																			
Roadway Plan and Details 50%	2	0	32	100	216	360	108	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$96,201.83
Illumination Design	0	0	2	6	4	2	0	0	0	0	0	0	\$0.00	\$0.00	\$3,152.00	\$0.00	\$0.00	\$0.00	\$5,267.88
Quantities & 50% Opinions of Cost	0	2	2	10	24	32	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,534.03
Specifications	2	0	4	10	16	16	0	12	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,445.87
Intersection Control Evaluation	0	0	2	6	4	4	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$6,132.82	\$0.00	\$0.00	\$8,450.21
In house QC	4	0	10	20	20	20	0	4	0	0	0	0	\$0.00	\$0.00	\$0.00	\$16,969.32	\$0.00	\$0.00	\$28,002.10
50% Review Meeting	0	0	2	2	2	2	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,163.73
Total Task 2.2 - Preliminary Roadway and Illumination Design	8	2	54	154	286	436	108	16	0	0	0	0	\$0.00	\$0.00	\$3,152.00	\$23,102.14	\$0.00	\$0.00	\$155,065.65
Task 2.3 - Geotechnical Evaluation																			
Geotechnical Services	1	0	1	4	2	2	0	0	0	0	0	0	\$0.00	\$35,318.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,889.79
Total Task 2.3 - Geotechnical Evaluation	1	0	1	4	2	2	0	0	0	0	0	0	\$0.00	\$35,318.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,889.79
Task 2.4 - Preliminary Stormwater Analysis and Design																			
Preliminary Stormwater Evaluation	0	0	2	4	18	36	4	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,168.79
Total Task 2.4 - Preliminary Stormwater Analysis and Design	0	0	2	4	18	36	4	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,168.79
Task 2.5 - Public Involvement																			
2.5.a Open House	1	2	4	4	4	2	4	4	0	0	0	0	\$0.00	\$0.00	\$0.00	\$5,236.30	\$0.00	\$0.00	\$8,732.53
2.5.b City Council Meeting	1	2	4	4	4	0	0	2	0	0	0	0	\$0.00	\$0.00	\$0.00	\$4,088.55	\$0.00	\$0.00	\$6,814.00
Total Task 2.5 - Public Involvement	2	4	8	8	8	2	4	6	0	0	0	0	\$0.00	\$0.00	\$0.00	\$9,324.85	\$0.00	\$0.00	\$15,546.53
Task 2.6 - Environmental Review and Permit Application Development																			
2.6.a Report and Permit Application Development	0	0	2	8	10	8	0	0	0	0	0	0	\$20,786.97	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,550.21
2.6.b ESA Consultation	0	0	0	0	0	0	0	0	0	0	0	0	\$16,553.49	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,553.49
2.6.c Project Coordination and Correspondence	0	0	2	12	14	4	0	0	0	0	0	0	\$10,893.21	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,432.27
Total Task 2.6 - Enviro Review and Permits Dev.	0	0	4	20	24	12	0	0	0	0	0	0	\$48,233.67	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56,535.96
Task 2.7 - Cultural Resource Survey																			
Cultural Resource Survey	0	0	1	2	4	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$27,403.24	\$0.00	\$28,405.76
Total Task 2.7 - Cultural Resource Survey	0	0	1	2	4	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$27,403.24	\$0.00	\$28,405.76
Task 2.8 - Hazardous Materials Analysis																			
Hazardous Materials Analysis	1	0	2	4	4	2	0	0	0	0	0	0	\$0.00	\$10,765.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,749.89
Total Task 2.8 - Hazardous Materials Analysis	1	0	2	4	4	2	0	0	0	0	0	0	\$0.00	\$10,765.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,749.89
Total Task 2 - Preliminary (50%) Design	12	6	72	200	350	494	124	22	64	40	50	0	\$48,233.67	\$46,083.00	\$3,152.00	\$32,426.99	\$27,403.24	\$3,960.00	\$343,828.77

EXHIBIT D
Huntington Avenue Roundabout
Castle Rock, WA
Gibbs & Olson, Inc.
Estimated Time and Cost Budget

Project Tasks	Principal	Sr. Eng.	Eng VI	Eng V	Eng II	Eng I	CAD Designer	Admin	Senior Land Surveyor	Land Surveyor	2 Man Survey Crew	1 Man Survey Crew	ELS Enviromental	HWA Geotech	Global Traffic/ Lighting	SCJ Alliance Peer Review /Public Involvement	Aqua Terra Cultural Resources	Mt. View Utility Locates	Total Cost
Task 3 - Prepare PS&E Ready Contract Documents																			
Task 3.1 - Stormwater Evaluation & Design																			
3.1.a Final Stormwater Analysis and Design	0	0	4	8	32	32	4	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,005.07
3.1.b Prepare Stormwater Technical Information Report	0	0	2	4	24	24	8	10	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,332.52
3.1.c Prepare Draft Construction SWPPP	0	0	2	2	6	12	4	10	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,080.62
Total Task 3.1 - Stormwater Evaluation & Design	0	0	8	14	62	68	16	20	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,418.21
Task 3.2 - Roadway Design																			
3.2.a 90% Design Documents																			\$202,537.99
Roadway Plan and Details 90%	2	0	16	64	256	256	104	0	0	0	0	0	\$0.00	\$0.00	\$41,442.00	\$0.00	\$0.00	\$0.00	\$126,404.50
Illumination & RRFB Design	0	0	2	4	6	6	2	0	0	0	0	0	\$0.00	\$0.00	\$25,097.00	\$0.00	\$0.00	\$0.00	\$27,832.53
90% Opinion of Cost & Quantities	1	0	2	8	40	36	8	0	0	0	0	0	\$0.00	\$0.00	\$3,694.00	\$0.00	\$0.00	\$0.00	\$15,359.03
Specifications	1	1	4	10	48	48	0	8	0	0	0	0	\$0.00	\$0.00	\$4,458.22	\$0.00	\$0.00	\$0.00	\$19,213.94
In house QC	4	2	12	16	12	24	6	2	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,657.47
90% Review Meeting	0	0	2	4	4	4	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,070.54
Total Task 3.2.a 90% Design Documents	8	3	38	106	366	374	120	10	0	0	0	0							
3.2.b 100% Design Documents (2027 Rates)																			\$58,869.21
Finalize Drawings	2	1	12	24	130	140	48	2	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43,468.66
Finalize Specifications	1	1	4	16	24	20	0	4	0	0	0	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,687.69
100% Opinion of Cost	1	1	2	2	16	24	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,712.87
Total 3.2.b 100% Design Documents	4	3	18	42	170	184	48	6	0	0	0	0							
Total Task 3.2 - Roadway Design	12	6	56	148	536	558	168	16	0	0	0	0	\$0.00	\$0.00	\$74,691.22	\$0.00	\$0.00	\$0.00	\$261,407.20
Total Task 3 - PS&E Ready Documents	12	6	64	162	598	626	184	36	0	0	0	0	\$0.00	\$0.00	\$74,691.22	\$0.00	\$0.00	\$0.00	\$283,825.41
Total Huntington Ave. Roundabout Project	48	40	208	560	1000	1160	320	68	70	40	50	0	\$48,233.67	\$46,083.00	\$88,764.22	\$32,426.99	\$27,403.24	\$3,960.00	\$711,988.52
Target hours based on 296 days																			
Projected Direct Rate 2026	\$92.00	\$80.00	\$74.00	\$72.00	\$45.00	\$40.00	\$40.00	\$33.00	\$60.50	\$50.00	\$82.00	\$41.00							
Total Direct Cost	\$4,416.00	\$3,200.00	\$15,392.00	\$40,320.00	\$45,000.00	\$46,400.00	\$12,800.00	\$2,244.00	\$4,235.00	\$2,000.00	\$4,100.00	\$0.00							\$180,107.00
Indirect Cost (OH) @ 124.83% of Direct Labor	\$5,512.49	\$3,994.56	\$19,213.83	\$50,331.46	\$56,173.50	\$57,921.12	\$15,978.24	\$2,801.19	\$5,286.55	\$2,496.60	\$5,118.03	\$0.00							\$224,827.57
Profit @ 27.06% of Direct Cost	\$1,194.97	\$865.92	\$4,165.08	\$10,910.59	\$12,177.00	\$12,555.84	\$3,463.68	\$607.23	\$1,145.99	\$541.20	\$1,109.46	\$0.00							\$48,736.95
Total Labor + OH + Profit	\$11,123.46	\$8,060.48	\$38,770.91	\$101,562.05	\$113,350.50	\$116,876.96	\$32,241.92	\$5,652.41	\$10,667.54	\$5,037.80	\$10,327.49	\$0.00							
Negotiated Hourly Rate 2026	\$231.74	\$201.51	\$186.40	\$181.36	\$113.35	\$100.76	\$100.76	\$83.12	\$152.39	\$125.95	\$206.55	\$103.27							
Direct Expenses																			
GPS Equipment - \$40/Hr/Unit x 2 units x 40 hrs										\$ 3,200.00									\$3,200.00
Mileage										\$92.00							\$284.70		\$376.70
Geotechnical														\$21,077.00					\$21,077.00
Reproduction/maps										\$237.00						\$362.50			\$599.50
Misc. Job Expense																			\$2,758.28
Total Estimated Budget Amount													\$48,233.67	\$67,160.00	\$88,764.22	\$32,789.49	\$27,687.94	\$3,960.00	\$740,000.00

Exhibit E

Sub-consultant Cost Computations

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

See attached

Consultant Labor Hour Estimate



SCJ Alliance

Client:	Gibbs and Olson	Template Version:	1/15/2026				
Project:	Huntington Avenue S. Roundabout	LAG Contract					
Job #:	25-000737	Direct Labor	\$79.29	\$57.20	\$81.01	\$46.95	\$43.05
		OH (191.76%)	\$152.05	\$109.69	\$155.35	\$90.03	\$82.55
		Profit (27.06%)	\$21.44	\$15.48	\$21.92	\$12.71	\$11.65
File Name:	2026-0212 Labor - Huntington RAB.xlsm	Total	\$252.79	\$182.37	\$258.28	\$149.69	\$137.25

Phase & Task No.	Phase & Task Title	Principal	Senior Technician	Senior Consultant	P3 Planner	Project Accountant	Total Direct Labor Hours & Cost	Total Cost
PHASE 1 Intersection Control Evaluation								
Task 1	Intersection Control Evaluation							\$ 4,088.55
1	Intersection Contorl Evlauation	8.0		8.0			16.0	\$ 4,088.55
2	Agency Coordination and Meetings	4.0		4.0			8.0	\$ 2,044.27
Subtotal Hours:		12.0	0.0	12.0	0.0	0.0	24.0	\$ 6,132.82
Total Phase Hours:		12.0	0.0	12.0	0.0	0.0	24.0	24.0
Total Phase Direct Labor:		\$951.48	\$0.00	\$972.12	\$0.00	\$0.00	\$1,923.60	\$ 6,132.82
PHASE 2 Roundabout Peer Review								
Task 1	Horizontal Layout Review							\$ 5,489.19
1	Project Meetings	4.0	4.0			4.0	12.0	\$ 2,289.64
2	Roundabout Conceptual Layout Review	4.0	12.0				16.0	\$ 3,199.55
Subtotal Hours:		8.0	16.0	0.0	0.0	4.0	28.0	\$ 5,489.19
Task 2	Geometric Review							\$ 5,810.49
1	Project Meetings	6.0	6.0				12.0	\$ 2,610.94

Consultant Labor Hour Estimate



SCJ Alliance

Client:

Gibbs and Olson

Template Version:

1/15/2026

Project:

Huntington Avenue S. Roundabout

LAG Contract

Job #:

25-000737

File Name:

2026-0212 Labor - Huntington RAB.xlsm

Phase & Task No.	Phase & Task Title	Principal	Senior Technician	Senior Consultant	P3 Planner	Project Accountant	Total Direct Labor Hours & Cost	Total Cost
2	Roundabout Geometric Design Review	4.0	12.0				16.0	\$ 3,199.55
Subtotal Hours:		10.0	18.0	0.0	0.0	0.0	28.0	\$ 5,810.49
Task 3	Three-Dimensional Review							\$ 5,669.64
1	Project Meetings	4.0	4.0				8.0	\$ 1,740.63
2	Three-Dimensional Review	4.0	16.0				20.0	\$ 3,929.01
Subtotal Hours:		8.0	20.0	0.0	0.0	0.0	28.0	\$ 5,669.64
Total Phase Hours:								\$ 84.0
Total Phase Direct Labor:		\$2,061.54	\$3,088.80	\$0.00	\$0.00	\$172.20	\$5,322.54	\$ 16,969.32
PHASE 3 Public Involvement								
Task 1	Open House							\$ 5,236.30
1	Project Meetings	8.0		8.0	4.0	4.0	24.0	\$ 5,236.30
Subtotal Hours:		8.0	0.0	8.0	4.0	4.0	24.0	\$ 5,236.30
Task 2	City Council Meetings							\$ 4,088.55
1	City Council Meetings	8.0		8.0			16.0	\$ 4,088.55
Subtotal Hours:		8.0	0.0	8.0	0.0	0.0	16.0	\$ 4,088.55

Consultant Labor Hour Estimate



SCJ Alliance

Client:

Gibbs and Olson

Template Version:

1/15/2026

Project:

Huntington Avenue S. Roundabout

LAG Contract

Job #:

25-000737

File Name:

2026-0212 Labor - Huntington RAB.xlsm

Phase & Task No.	Phase & Task Title	Principal	Senior Technician	Senior Consultant	P3 Planner	Project Accountant	Total Direct Labor Hours & Cost	Total Cost
Total Phase Hours:		16.0	0.0	16.0	4.0	4.0	40.0	\$ 40.0
Total Phase Direct Labor:		\$1,268.64	\$0.00	\$1,296.16	\$187.80	\$172.20	\$2,924.80	\$ 9,324.85
Total Hours All Phases		54.0	54.0	28.0	4.0	8.0	148.0	148.0
Total Direct Labor Estimate All Phases		\$4,281.66	\$3,088.80	\$2,268.28	\$187.80	\$344.40	\$10,170.94	\$ 32,426.99
Indirect Costs								
Subconsultants:								
Subconsultant Subtotal:								\$ -
Subconsultant Markup:								\$ -
Subconsultant Total:								\$ -
Reimbursable Expenses:								
		Copies, Printing, etc.						\$ -
		Mileage						\$ 362.50
Expenses Subtotal:								\$ 362.50
Expenses Markup:								\$ -
Expenses Total:								\$ 362.50
Management Reserve:								\$ -
Total Indirect Costs:								\$ 362.50
Total:								\$ 32,789.49

EXHIBIT D

Global Transportation Castle Rock Roundabout February 17, 2026	GTE								Grand Total by Task
	Principal / Project Manager 5	Sr Project Engineer 5	Sr Engineering Assoc 2	Engineering Associate 6	Engineering Associate 1	Tech 2 CAD	Admin Assistant	Expenses	
Tasks									
Task 1 Project Management & Coordination									
Task 1.1 Project Management, Invoicing, Progress Reporting	24						12		\$ 5,635.00
Task 1.2 Meetings	26			4				\$ 100.00	\$ 5,286.00
Task 2 Roadway Illumination Analysis (50%)	5			6	20	2			\$ 3,152.00
Task 3 Roadway Illumination Design (50%, 90% & 100%)	25	8		30	40	40	3		\$ 14,860.00
Task 4 Rectangular Rapid Flashing Beacon Plans (50%, 90% & 100%)	24		8	16	24	20	3		\$ 10,237.00
Task 5 Signing & Striping Design (50%, 90% & 100%)	30	8		30	48	40	3		\$ 16,410.00
Task 6 Temporary Traffic Control & Accessible Pedestrian Routes	40	12		40	80	80	3		\$ 25,032.00
Task 7 Special Provisions (90% & 100%)	17		12						\$ 4,457.00
Task 8 Cost Estimates (50%, 90% & 100%)	7		4	8	16				\$ 3,694.00
Hours/Expense Subtotals	198	28	24	134	228	182	24	\$ 100.00	\$ 88,764.22
Total - Non Contingency Tasks	\$ 88,764.22								\$ 88,764.22
Contingency Tasks									
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
Hours/Expense Subtotals - Contingency Tasks	0	0	0	0	0			\$ -	\$ -
Subtotals by Consultant	\$ -								
Total - Contingency Tasks	\$ -								\$ -
Estimated Project Hourly Rate	\$185.67	\$185.67	\$108.38	\$89.72	\$77.69	\$65.98	\$98.23		
NOTE: Actual Bill Rates will be calculated based on the Overhead/FCCM Rate Profit Schedule shown in the contract									
Total Including Contingencies								\$ 88,764.22	\$ 88,764.22

Exhibit D

Itemized Hours

City of Castle Rock - Huntington Avenue Roundabout

10-Feb-26

Task Description	Professional Bio	Bio V	Bio IV	Bio III	Bio II	Bio I	CAD/GIS Manager	Project Coordinator IV	Total Estimate
Hourly Rates	\$190.27	\$152.22	\$136.36	\$114.16	\$104.65	\$91.97	\$155.39	\$130.02	
Environmental Permitting									
Environmental Documentation									
Site visit to flag critical areas.	6			6			1	1	\$2,111.99
Wetland Delineation Report development.	4			28			10		\$5,511.46
Bank Use Plan development.	18						6		\$4,357.20
SEPA preparation.	5			10					\$2,092.95
JARPA preparation.	15			2			5		\$3,859.32
NEPA CE form Part 5 assistance.	15								\$2,854.05
ESA Consultation									
Preparation of Biological Assessment for formal consultation (NMFS/USFWS)	75								\$14,270.25
Prepare supporting AutoCAD generated figures.	12								\$2,283.24
Project Coordination and Correspondence									
Up to 6 project meetings with City of Castle Rock and Gibbs & Olson.	6			2					\$1,369.94
Coordination with WSDOT Local Programs as needed.	2			2					\$608.86
Meetings with applicable regulatory agencies as needed. One onsite meeting.	8			4					\$1,978.80
Permit application development and support.	10			5					\$2,473.50
Coordination and correspondence with project team and City of Castle Rock.	10			2					\$2,131.02
Coordination with NMFS & USFWS.	12								\$2,283.24
Subtotal Hours	198	0	0	61	0	0	22	1	282
Subtotal Cost	\$37,673.46	\$0.00	\$0.00	\$6,963.76	\$0.00	\$0.00	\$3,418.58	\$130.02	\$48,185.82
Mileage (\$0.725 per mile)									\$47.85
Total NTE									\$48,233.67

Project Cost Estimate
Geotechnical Services
Huntington Avenue South Roundabout and Pedestrian Improvements
Castle Rock, Washington



HWA Ref: 2026-P017-21
Date: 18-Feb-26
Revised:
Prepared By: AOF/SRW

Proposed Scope of Work:
Scope of work described in Scope Document.

ESTIMATED HWA LABOR:

WORK TASK DESCRIPTION	PERSONNEL & 2026 HOURLY RATES									TOTAL HOURS	TOTAL AMOUNT
	Principal IX	Geol. VIII	Engr. VIII	Engr. VI	Engr. III	Geol. IV	CAD	Contracts Admin	Admin		
	\$108.00	\$103.00	\$97.00	\$75.00	\$51.00	\$48.00	\$40.00	\$56.00	\$45.00		
PROJECT MANAGEMENT											
Project Setup			1					1		2	\$153
Project Task Management			4		4					8	\$592
Invoice Generation and Processing			2		6			8		16	\$948
Design Team Meetings (Up to Three Virtual Meetings)			4		4					8	\$592
FIELD EXPLORATIONS											
Review Available Geotechnical Information			1		4					5	\$301
Perform Geotechnical Site Reconnaissance and Mark Utility Locates					8					8	\$408
Perform Site Visit to Clear Utility Locates						8				8	\$384
Plan Field Exploration Program			1	1	4					6	\$376
Generate Exploration Work Plan Memorandum			2	2	8		2			14	\$832
Conduct Geotechnical Explorations					2	16				18	\$870
Generate Boring Logs and Assign Laboratory Testing			1	1	2	6				10	\$562
GEOTECHNICAL ENGINEERING DESIGN SERVICES											
Evaluate Geotechnical Field and Laboratory Data			1	1	2					4	\$274
Preliminary Infiltration Analyses and Recommendation			1	1	2					4	\$274
Develop Design Infiltration Rate Recommendations			1	1	2					4	\$274
Recommendation for Luminaire Foundations			1	1	2					4	\$274
Pavement Engineering Analysis and Recommendations		2	2	1	4					9	\$679
HWA QA/QC	2		4	4						10	\$904
Prepare Draft Geotechnical Engineering Report	1		4	8	4	4	4		1	26	\$1,697
Respond to Review Comments			3	3						6	\$516
Prepare Final Geotechnical Engineering Report			2	4			2		1	9	\$619
DIRECT SALARY COST (DSC):	3	2	35	28	58	34	8	9	2	179	\$11,529

GEOTECHNICAL LABORATORY TEST SUMMARY:

Test	Est. No. Tests	Unit Cost	Total Cost
Grain Size Distribution (Sieve Analysis-Wet)	6	\$130	\$780
Combined Grain Size Distribution	3	\$275	\$825
Fines Content Determination	3	\$105	\$315
Atterberg Limits	3	\$260	\$780
Moisture Content	9	\$24	\$216

LABORATORY TOTAL: **\$2,916**

ESTIMATED DIRECT EXPENSES:

Mileage @ IRS rate (3 visits, 270 miles per roundtrip)	\$587
Per Diem Lodging (\$155/night, 1 night)	\$155
Per Diem Meals & Incidentals (\$64.50/day, first and last day)	\$129
Drilling Subcontractor (No Monitoring Wells)	\$12,544
Traffic Control Subcontractor for 3 borings	\$3,250
Private Locates	\$750
Laboratory Testing	\$2,916

TOTAL DIRECT EXPENSES: **\$20,331**

PROJECT TOTALS AND SUMMARY:

Direct Salary Cost (DSC)	\$11,529
OH @ 1.7928*DSC	\$20,669
Profit at 27.06% DSC	\$3,120
Total Labor	\$35,318
Direct Expenses	\$20,331
GRAND TOTAL:	\$55,649

Project Cost Estimate
Geotechnical Services
Huntington Avenue South Roundabout and Pedestrian Improvements
Castle Rock, Washington



HWA Ref: 2026-P017-21
Date: 18-Feb-26

Prepared By: NK/AS

PROPOSED SCOPE:
Scope of work described in Scope Document.

ESTIMATED HWA LABOR TASK:

WORK TASK DESCRIPTION	PERSONNEL AND 2026 HOURLY RATES						TOTAL HOURS	DIRECT LABOR AMOUNT
	Principal IX	Geologist VI	Geologist IV	Contracts Admin	CAD	Admin Support		
	\$106.00	\$62.00	\$44.00	\$56.00	\$40.00	\$45.00		
Hazardous Materials Analysis								
Project Management and Meetings		2		2			4	\$236
Regulatory Database Review		4					4	\$248
Historical Documentation Review		2	6				8	\$388
Online Ecology File Review (if deemed necessary)		2					2	\$124
Hazardous Materials Site Reconnaissance		8					8	\$496
Prepare Draft Hazardous Materials Technical Memo	2	10	10		4	1	27	\$1,477
Prepare Final Hazardous Materials Technical Memo	2	4			1	1	8	\$545
TOTAL LABOR:	4	32	16	2	5	2	61	\$3,514

LOADED LABOR:

Estimated Direct Salary Based on 2026 Rates	\$3,514
Overhead at 1.7928 of Direct Salary	\$6,299.90
Profit Multiplier at 27.06% of Direct Salary	\$950.9
TOTAL LABOR COST:	\$10,765

ESTIMATED OTHER COSTS

Mileage / Misc.	\$196
Database Subcontractor	\$550
TOTAL OTHER COST:	\$746

ESTIMATED PROJECT TOTALS

Labor Costs	\$10,765
Other Costs	\$746
TOTAL ESTIMATED COST:	\$11,511

Aqua Terra Cultural Resource Consultants					
CONSULTANT FEE DETERMINATION					
SUMMARY OF COST					
Classification	Total Hours	X	Rate	=	Cost
Project Manager/PI	20.00	X	\$80.00	=	\$1,600.00
SR Archaeologist	14.00	X	\$70.00	=	\$980.00
PI Team Lead	4.00	X	\$70.00	=	\$280.00
Project Arch	150.00	X	\$50.00	=	\$7,500.00
Built Environment		X	\$70.00	=	\$0.00
		X		=	\$0.00
		X		=	\$0.00
		X		=	\$0.00
			DSC Subtotal		\$10,360.00
Overhead (OH) Cost					
OH Rate x DSC of	137.45%		\$10,360.00		\$14,239.82
Fixed Fee (FF)					
FF Rate	27.06%		\$10,360.00		\$2,803.42
			Total Labor Cost		\$27,403.24
Reimbursables					
Mileage	(1 Miles x \$0.70/mile)				\$284.70
Reprographics	## Sheets x \$X.xx/sheet)				
Subcontract	(Sub Name & Task)				
(Blank)	(Allowance)				
(Blank)	(Blank)				
(Blank)	(Blank)				
Subtotal					\$284.70
GRAND TOTAL:					\$27,687.94

From: Kathy Hargas <Kathy@mtviewlocating.com>

Sent: Tuesday, March 17, 2026 3:39 PM

To: Dan Bergman <dbergman@gibbs-olson.com>; Rich Gushman <rgushman@gibbs-olson.com>

Cc: Marci Gibson <Marci@mtviewlocating.com>

Subject: RE: Locating Quote Needed

Hi Dan,

Thank you for being so patient while we compile the estimate for you.

Based on your description and/or overview of what you provided to us, please factor in \$3,960.00 for locating all **CONDUCTIBLE UTILITIES.**

Estimate good for 90 days

Please keep in mind that with the weather, we are running a little behind but are trying to get things rescheduled as soon as possible. We are currently scheduling out 7-10 business days. When requesting to be scheduled, keep in mind the weather and if it will be raining, please plan to have a crew on site to pick up the locate marks our technician is putting down.



www.mtviewlocatingservices.com

Kathy Hargas

Office Assistant

Mt. View Locating Services, LLC

Kathy@mtviewlocating.com

Corp: 360.829.5166 / 206.362.3502

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

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

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

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

Exhibit G ***Certification Document***

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

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of

whose address is

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 _____

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.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of _____

I hereby certify that I am the:

☐

☐ Other

of the _____, and _____

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

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

I acknowledge that this certificate is to be furnished to the _____

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

Signature

Date

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

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

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

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

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: _____


Signature

Title

Date of Execution _____***.

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

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Step 5 Forward Documents to Local Programs

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

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

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

Firm Name
Actuals Not To Exceed Table (ANTE)

Gibbs & Olson, Inc. 1157 3rd Avenue, Ste. 219 Longview, WA 98632				
Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		124.83%	27.06%	
Principal	\$98.00	\$122.33	\$26.52	\$246.85
PM/Sr. Engr.	\$85.00	\$106.11	\$23.00	\$214.11
Engineer VI	\$80.00	\$99.86	\$21.65	\$201.51
Engineer V	\$76.00	\$94.87	\$20.57	\$191.44
Engineer IV	\$70.00	\$87.38	\$18.94	\$176.32
Engineer III	\$60.00	\$74.90	\$16.24	\$151.13
Engineer II	\$48.00	\$59.92	\$12.99	\$120.91
Engineer I	\$42.00	\$52.43	\$11.37	\$105.79
Design Technician II	\$42.00	\$52.43	\$11.37	\$105.79
Sr. Land Surveyor	\$65.00	\$81.14	\$17.59	\$163.73
Land Surveyor	\$54.00	\$67.41	\$14.61	\$136.02
1 Man Survey Crew	\$45.00	\$56.17	\$12.18	\$113.35
2 Man Survey Crew	\$90.00	\$112.35	\$24.35	\$226.70
3 Man Survey Crew	\$135.00	\$168.52	\$36.53	\$340.05
Senior Tech III	\$53.00	\$66.16	\$14.34	\$133.50
Senior Tech II	\$47.00	\$58.67	\$12.72	\$118.39
Senior Tech I	\$42.00	\$52.43	\$11.37	\$105.79
Resident Project Representative III	\$50.00	\$62.42	\$13.53	\$125.95
Resident Project Representative II	\$47.00	\$58.67	\$12.72	\$118.39
Resident Project Representative I	\$42.00	\$52.43	\$11.37	\$105.79
Technician I	\$37.00	\$46.19	\$10.01	\$93.20
Administrative Assistant	\$35.00	\$43.69	\$9.47	\$88.16
Intern	\$23.00	\$28.71	\$6.22	\$57.93

July 10, 2025

Gibbs & Olson, Inc.
1157 3rd Avenue, Suite 219
Longview, WA 98632

Subject: Acceptance FYE 2024 ICR - Risk Assessment Review - Local Agency ONLY

Dear Richard Gushman:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2024 ICR of 124.83% (rate includes 0.70% FCCM). This rate will be applicable for Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards,


[Schatzie Harvey \(Jul 14, 2025 06:55 PDT\)](#)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH:BJO

Consultant Billing Rate Schedule - Exhibit D-2



SCJ Alliance

Client: Gibbs and Olson
Project: Huntington Avenue S. Roundabout
Job #: 25-000737
File Name: 2026-0212 Labor - Huntington RAB.xlsm
Date: 2/16/26

Hourly Rate Table Format: LAG Contract
 Allowable Overhead Rate: 191.76%
 Negotiated Fixed Fee: 27.06%
 Billing Rate Table Version: 1/15/2026

Actuals Not To Exceed Billing Rate Table (ANTE)

Job Classifications	Direct Labor Hourly Rate NTE	Allowable Overhead 191.76%	Negotiated Profit 27.06%	Total Hourly Billing Rates NTE
Principal	\$140.20	\$268.85	\$37.94	\$446.99
Senior Consultant	\$112.37	\$215.47	\$30.41	\$358.24
Senior Project Manager	\$100.56	\$192.84	\$27.21	\$320.61
PM3 Project Manager	\$83.28	\$159.69	\$22.53	\$265.50
PM2 Project Manager	\$80.14	\$153.68	\$21.69	\$255.51
PM1 Project Manager	\$64.90	\$124.45	\$17.56	\$206.91
Senior Engineer	\$70.20	\$134.62	\$19.00	\$223.83
E4 Engineer	\$66.78	\$128.06	\$18.07	\$212.91
E3 Engineer	\$60.13	\$115.30	\$16.27	\$191.71
E2 Engineer	\$52.48	\$100.63	\$14.20	\$167.31
E1 Engineer	\$43.54	\$83.49	\$11.78	\$138.82
Senior Landscape Architect	\$66.83	\$128.15	\$18.08	\$213.06
L4 Landscape	\$56.86	\$109.04	\$15.39	\$181.29
L3 Landscape	\$49.13	\$94.21	\$13.29	\$156.64
L2 Landscape	\$44.07	\$84.51	\$11.93	\$140.51
L1 Landscape	\$37.12	\$71.18	\$10.04	\$118.35
Senior Planner	\$79.78	\$152.98	\$21.59	\$254.34
P4 Planner	\$55.89	\$107.17	\$15.12	\$178.18
P3 Planner	\$50.56	\$96.96	\$13.68	\$161.20
P2 Planner	\$42.70	\$81.88	\$11.55	\$136.13
P1 Planner	\$39.63	\$76.00	\$10.72	\$126.36
Senior Technician	\$60.11	\$115.27	\$16.27	\$191.65
T4 Technician	\$52.19	\$100.08	\$14.12	\$166.39
T3 Technician	\$44.35	\$85.04	\$12.00	\$141.38
T2 Technician	\$40.45	\$77.57	\$10.95	\$128.96
T1 Technician	\$35.37	\$67.83	\$9.57	\$112.77
Construction Inspector	\$35.87	\$68.79	\$9.71	\$114.37
Senior Construction Manager	\$0.00	\$0.00	\$0.00	\$0.00
RE 3 Construction Resident Engineer	\$0.00	\$0.00	\$0.00	\$0.00
RE 2 Construction Resident Engineer	\$0.00	\$0.00	\$0.00	\$0.00
RE 1 Construction Resident Engineer	\$0.00	\$0.00	\$0.00	\$0.00
Construction Office Engineer	\$0.00	\$0.00	\$0.00	\$0.00
CI4 Construction Inspector	\$0.00	\$0.00	\$0.00	\$0.00
CI3 Construction Inspector	\$0.00	\$0.00	\$0.00	\$0.00
CI2 Construction Inspector	\$0.00	\$0.00	\$0.00	\$0.00
CI1 Construction Inspector	\$0.00	\$0.00	\$0.00	\$0.00
Graphic Designer	\$51.69	\$99.11	\$13.99	\$164.78
PC3 Project Coordinator - CM Only	\$0.00	\$0.00	\$0.00	\$0.00
PC2 Project Coordinator	\$49.59	\$95.09	\$13.42	\$158.09
PC1 Project Coordinator	\$40.46	\$77.58	\$10.95	\$128.99
Project Accountant	\$67.98	\$130.36	\$18.40	\$216.73
IT Specialist	\$64.64	\$123.95	\$17.49	\$206.07
Senior Marketing Coordinator	\$63.44	\$121.65	\$17.17	\$202.26
Marketing Coordinator	\$44.80	\$85.90	\$12.12	\$142.82
Communications Manager	\$61.64	\$118.21	\$16.68	\$196.53
Information Services Manager	\$79.51	\$152.47	\$21.52	\$253.50

June 30, 2025

Shea, Carr & Jewell, Inc., DBA SCJ Alliance
8760 Tallon Ln NE, Suite 200
Lacey, WA 98513

Subject: Acceptance FYE 2024 ICR – CPA Report

Dear Tammy McDonald:

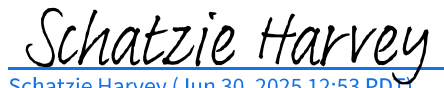
We have accepted your firm's FYE 2024 Indirect Cost Rate (ICR) of 191.76% of direct labor (rate includes 0.43% Facilities Capital Cost of Money) based on the "Independent CPA Report" prepared by Stambaugh Ness, Inc. related to the Shea, Carr & Jewell, Inc., DBA SCJ Alliance. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards,


Schatzie Harvey (Jun 30, 2025 12:53 PM)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH: kb



HWA GEOSCIENCES INC.

2026 ANTE HOURLY RATES BY CATEGORY

TITLE	NTE HOURLY RATE	Overhead 1.7928	Fixed Fee 27.06%	Billing Rate
Administrative Support	\$50.00	\$89.64	\$13.53	\$153.18
CAD	\$50.00	\$89.64	\$13.53	\$153.18
Contracts Administrator	\$60.00	\$107.57	\$16.24	\$183.81
Geologist I	\$35.00	\$62.75	\$9.47	\$107.23
Geologist II	\$42.00	\$75.30	\$11.37	\$128.67
Geologist III	\$47.00	\$84.26	\$12.72	\$143.99
Geologist IV	\$53.00	\$95.02	\$14.34	\$162.37
Geologist V	\$62.00	\$111.15	\$16.78	\$189.94
Geologist VI	\$65.00	\$116.53	\$17.59	\$199.13
Geologist VII	\$85.00	\$152.39	\$23.00	\$260.40
Geologist VIII	\$90.00	\$161.35	\$24.35	\$275.72
Geotechnical Engineer I	\$41.00	\$73.50	\$11.09	\$125.61
Geotechnical Engineer II	\$50.00	\$89.64	\$13.53	\$153.18
Geotechnical Engineer III	\$55.00	\$98.60	\$14.88	\$168.50
Geotechnical Engineer IV	\$63.00	\$112.95	\$17.05	\$193.00
Geotechnical Engineer V	\$70.00	\$125.50	\$18.94	\$214.45
Geotechnical Engineer VI	\$80.00	\$143.42	\$21.65	\$245.08
Geotechnical Engineer VII	\$95.00	\$170.32	\$25.71	\$291.03
Geotechnical Engineer VIII	\$110.00	\$197.21	\$29.77	\$336.98
Hydrogeologist IV	\$60.00	\$107.57	\$16.24	\$183.81
Hydrogeologist V	\$70.00	\$125.50	\$18.94	\$214.45
Lab/Field Technician I	\$28.00	\$50.20	\$7.58	\$85.79
Lab/Field Technician II	\$33.00	\$59.16	\$8.93	\$101.10
Lab/Field Technician III	\$40.00	\$71.71	\$10.82	\$122.55
Lab/Field Technician IV	\$52.00	\$93.23	\$14.07	\$159.31
Lab/Field Technician V	\$60.00	\$107.57	\$16.24	\$183.81
Principal IX	\$110.00	\$197.21	\$29.77	\$336.98

July 2, 2025

HWA GeoSciences, Inc
21312 30th Dr SE, Suite 110
Bothell, WA 98021

Subject: Acceptance FYE 2024 ICR – CPA Report

Dear Vasiliy P. Babko:

We have accepted your firm's FYE 2024 Indirect Cost Rate (ICR) of 179.28% of direct labor (rate includes 0.96% Facilities Capital Cost of Money) based on the "Independent CPA Report" prepared by T-MAX, CPA. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards,


[Schatzie Harvey \(Jul 3, 2025 07:03 PDT\)](#)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH: kb

Actuals Not To Exceed Table (ANTE)

WSDOT Agreement: Global Transportaton Engineering 227 SW Pine St, Suite 220 Portland, OR 97204				
Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NT	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		84.00%	27.06%	
Principal/Project Manager 5	\$ 87.97	\$73.89	\$23.80	\$185.67
Sr. Project Engineer 5	\$ 87.97	\$73.89	\$23.80	\$185.67
Sr. Engineering Associate 2	\$ 51.35	\$43.13	\$13.90	\$108.38
Engineering Associate 6	\$ 42.51	\$35.71	\$11.50	\$89.72
Engineering Associate 1	\$ 36.81	\$30.92	\$9.96	\$77.69
Tech 2 CAD	\$ 31.26	\$26.26	\$8.46	\$65.98
Admin Assistant	\$ 46.54	\$39.09	\$12.59	\$98.23
		\$0.00	\$0.00	\$0.00



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

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

June 17, 2025

Global Transportation Engineering, Inc
227 SW Pine St. Suite 220
Portland, OR 97204

Subject: Acceptance FYE 2024 ICR – Risk Assessment Review

Dear Schuyler P. Robertson:

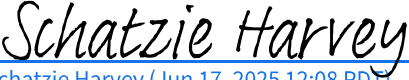
Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2024 ICR of 84.00% of direct labor. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards,


Schatzie Harvey (Jun 17, 2025 12:08 PDT)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH: kb



Actuals Not To Exceed Table (ANTE)

[illegible]

June 23, 2025

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

Subject: Acceptance FYE 2024 ICR - Risk Assessment Review - Local Agency ONLY

Dear Bridget Duarte:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2024 ICR of 190.06 %. This rate will be applicable for Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards,


Schatzie Harvey (Jun 24, 2025 06:55 PDT)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH:BJO

Aqua Terra Cultural Resource Consultants
8525 Stoney Creek Lane Sw
Olympia, WA 98512

Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		137.45%	27.06%	
Principal/PM	80.00	\$109.96	\$21.65	\$211.61
Senior Archaeologist	70.00	\$96.22	\$18.94	\$185.16
Built Environment Specialist	70.00	\$96.22	\$18.94	\$185.16
CR Archaeological Team Lead	70.00	\$96.22	\$18.94	\$185.16
Project Archaeologist	50.00	\$68.73	\$13.53	\$132.26

September 24, 2025

Aqua Terra Cultural Resource Consultants
1216 2nd Ave SW
Tumwater, WA 98512

Subject: Acceptance FYE 2024 ICR – Risk Assessment Review

Dear Sarah J. Amell:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2024 ICR of 137.45% of direct labor. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards,



Schatzie Harvey (Sep 24, 2025 11:35:00 PDT)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH: kb