



CASTLE ROCK CITY COUNCIL AGENDA

Regular Meeting: Monday, June 27, 2022
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 - please limit to 3 minutes

4. DEPARTMENT REPORTS

- City Attorney Frank Randolph
 - Police Chief Charlie Worley
 - Public Works Director Dave Vorse
 - City Engineer Tom Gower
 - Clerk-Treasurer Carrie Cuttonaro
1. Status Update: In-office Credit Card Transactions
 2. Revenue, Expense, Cash & Investment Reports (page 3-8)

5. COUNCIL AND AD HOC COMMITTEE REPORTS

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

6. PUBLIC HEARINGS

- a. To take public testimony on the City's Six-Year Transportation Plan for fiscal years 2023-2028. (page 9-16)

7. CONSENT AGENDA

8. OLD BUSINESS

9. NEW BUSINESS

- a. Resolution No. 2022-05, a resolution relating to the Six-Year Transportation Improvement Plan.

(page 17)

b. TIB Supplemental Agreement #7 for Complete Streets, in the amount of \$1,100 for additional electrical design and agency coordination. This increases the current agreement from \$73,400 to \$74,500. (page 18-)

c. Ordinance No. 2022-06, an ordinance deeming Fund 415 Regional Sewer System Fund as obsolete. (page 19)

d. Resolution No. 2022-06, a resolution relating to the adoption of the 2022 Hazard Mitigation Plan. (page 20)

e. Special Event Permit #2022-0020; The Oasis - Bike Night; August 11, 2022 between 4:00 PM and 10:00 PM. (page 21-27)

f. Engineering proposal for the Six Rivers Regional Trail System, Phase 2 Improvements project, in the amount of \$49,900. (page 28-67)

10. OTHER BUSINESS

11. ADJOURNMENT

NEXT REGULAR COUNCIL MEETINGS:

<u>3Q22</u>	<u>4Q22</u>	<u>1Q23</u>	<u>2Q23</u>
July 11	October 10	January 09	April 10
July 25	October 24	January 23	April 24
August 08	November 14	February 13	May 08
August 22	November 28	February 27	May 22
September 12	December 12	March 13	June 12
September 26	Tuesday, December 27	March 27	June 26

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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.

2022 Expenditures

<u>Fund</u>	<u>Sub</u>	<u>#</u>	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>Total</u>	<u>Budget</u>	<u>Remaining</u>	<u>% Expended</u>
General	Legislative	010 0 010	5,176.86	4,723.38	5,819.55	4,681.16	4,297.08	24,698.03	76,157.00	51,458.97	32.43%
	Municipal	010 0 020	7,864.74	5,104.54	2,445.00	8,348.66	6,029.58	29,792.52	104,585.00	74,792.48	28.49%
	Financial	010 0 030	15,972.56	11,073.63	10,522.61	10,508.39	10,143.83	58,221.02	140,794.00	82,572.98	41.35%
	Law Enforcement	010 0 040	157,788.13	72,004.47	97,010.44	93,430.84	75,874.70	496,108.58	1,119,889.00	623,780.42	44.30%
	Parks	010 0 060	369.66	438.41	(6,612.75)	51.72	-	(5,752.96)	12,526.00	18,278.96	-45.93%
	Building/Planning	010 0 070	6,998.59	4,795.54	7,716.90	6,447.70	12,528.69	38,487.42	76,814.00	38,326.58	50.10%
	Non-Departmental	010 0 099	13,627.39	10,150.29	12,847.63	4,850.63	83,530.53	125,006.47	213,244.00	88,237.53	58.62%
General Total		010	207,797.93	108,290.26	129,749.38	128,319.10	192,404.41	766,561.08	1,744,009.00	977,447.92	43.95%
Streets		100	12,731.54	15,166.90	26,665.17	12,543.12	12,299.05	79,405.78	166,974.00	87,568.22	47.56%
Building Code		115	4,906.30	2,907.85	3,252.42	3,792.09	4,056.39	18,915.05	45,655.00	26,739.95	41.43%
Visitor Center		120	1,696.10	519.48	1,352.26	808.85	545.19	4,921.88	22,524.00	17,602.12	21.85%
Library		130	9,828.56	609.06	466.12	567.53	388.51	11,859.78	37,055.00	25,195.22	32.01%
Criminal Justice		140	-	-	142.50	-	-	142.50	1,667.00	1,524.50	8.55%
Local Criminal Justice		145	113.00	118.97	112.93	5,498.06	142.23	5,985.19	25,130.00	19,144.81	23.82%
Accumulative Reserve		150	-	-	-	-	-	-	-	-	0.00%
CDBG Grant/Home Rehab Proj		160	-	-	-	-	-	-	1,000.00	1,000.00	0.00%
DOT Spoils Site		170	3,033.31	2,138.18	2,104.68	3,084.61	17,367.81	27,728.59	183,020.00	155,291.41	15.15%
Public Works Vehicle Replacement		180	-	-	-	-	-	-	20,000.00	20,000.00	0.00%
Police Vehicle Replacement		185	-	-	-	-	-	-	-	-	0.00%
Drug Enforcement		190	-	-	-	-	-	-	-	-	0.00%
Low Income Housing		195	-	-	-	-	-	-	-	-	0.00%
Swimming Pool Construction		300	-	-	-	-	-	-	-	-	0.00%
REET Construction		310	-	-	-	-	3,796.58	3,796.58	56,800.00	53,003.42	6.68%
Street Construction		320	24,216.52	196,594.22	54,486.45	4,349.65	12,302.29	291,949.13	526,750.00	234,800.87	55.42%
Water/Sewer Operating		400	184,273.30	111,090.59	213,765.67	153,523.07	377,979.63	1,040,632.26	2,220,169.00	1,179,536.74	46.87%
Regional Water System		410	71,081.29	27,078.46	34,569.76	33,406.43	63,961.33	230,097.27	581,606.00	351,508.73	39.56%
Regional Sewer System		415	1,261.78	(1,332.95)	71.17	-	566,283.41	566,283.41	519,185.00	(47,098.41)	109.07%
Stormwater Management		420	13,968.60	8,055.49	8,583.47	11,746.71	12,822.05	55,176.32	153,459.00	98,282.68	35.96%
Stormwater Capital		425	-	-	-	-	-	-	5,000.00	5,000.00	0.00%
Regional Water Capital		430	1,658.23	132.13	73.50	91.88	91.88	2,047.62	63,017.00	60,969.38	3.25%
Muni Water Capital Improvement		435	6,229.46	23,383.56	22,210.54	13,465.63	23,368.04	88,657.23	3,271,100.00	3,182,442.77	2.71%
Water Bond Reserve		440	-	-	-	-	-	-	-	-	0.00%
Sewer Bond Reserve		450	-	-	-	-	-	-	-	-	0.00%
Sewer Loan Reserve Fund		460	-	-	-	-	-	-	-	-	0.00%
Short Lived Asset Reserve Fund		463	-	-	-	-	-	-	-	-	0.00%
Emerg Repair/Replace Res Fund		465	-	-	-	-	-	-	-	-	0.00%
Muni Sewer Cap Impr Reserve		470	6,767.14	331.78	2,340.00	152.89	502.20	10,094.01	201,100.00	191,005.99	5.02%
Boat Launch Facility		475	4,566.75	2,584.63	3,520.15	4,516.36	1,914.96	17,102.85	1,024,978.00	1,007,875.15	1.67%
Utility Deposit		631	788.66	280.00	480.00	386.95	394.69	2,330.30	10,000.00	7,669.70	23.30%
Transportation Benefit District		632	3,000.00	-	-	-	21,640.29	24,640.29	147,830.00	123,189.71	16.67%
TBD Capital Project		633	-	-	-	-	-	-	-	-	0.00%
State Custodial Pass-Thru Fund		634	985.86	435.21	745.64	478.25	187.37	2,832.33	24,510.00	21,677.67	11.56%
	Totals		558,904.33	498,383.82	504,691.81	376,731.18	1,312,448.31	3,251,159.45	11,052,538.00	7,801,378.55	29.42%
Balance Check			558,904.33	498,383.82	504,691.81	376,731.18	1,312,448.31	3,251,159.45	11,052,538.00	7,801,378.55	
s/b -0-			(0.00)	-	-	-	-	-	-		

2022 Revenue

<u>Fund</u>	<u>#</u>	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>Total</u>	<u>Budget</u>
General	010	136,247.62	102,404.11	147,234.13	129,569.05	316,528.90	831,983.81	2,042,708.00
Streets	100	8,775.61	3,795.08	5,284.85	7,100.50	72,751.35	97,707.39	160,230.00
Building Code	115	919.36	5,226.78	4,164.17	490.89	3,353.41	14,154.61	30,000.00
Visitor Center	120	1,617.49	759.28	451.53	410.35	315.87	3,554.52	6,000.00
Library	130	2,938.86	1,077.33	353.08	2,527.62	5,203.98	12,100.87	61,000.00
Criminal Justice	140	974.90	1.58	4.17	980.87	13.21	1,974.73	3,200.00
Local Criminal Justice	145	4,598.15	5,547.92	4,916.87	4,334.03	5,287.32	24,684.29	36,000.00
Accumulative Reserve	150	1.06	1.08	2.85	4.99	8.40	18.38	-
CDBG Grant/Home Rehab Proj	160	11,779.28	10.76	28.77	53.41	96.05	11,968.27	-
DOT Spoils Site	170	2.53	2.67	5.72	9,079.33	1,298.61	10,388.86	173,000.00
Public Works Vehicle Replacement	180	1.95	2.08	5.34	9.61	30,016.81	30,035.79	30,000.00
Police Vehicle Replacement	185	-	-	-	-	10,000.00	10,000.00	10,000.00
Drug Enforcement	190	0.16	0.17	0.44	0.71	1.20	2.68	200.00
Low Income Housing	195	2.91	3,201.68	8.40	15.31	27.61	3,255.91	3,000.00
Swimming Pool Construction	300	7.39	7.92	20.01	37.03	66.64	138.99	26,952.00
REET Capital Fund	310	25,757.24	2,316.50	3,446.92	3,903.78	3,888.10	39,312.54	30,000.00
Street Construction	320	1.16	138,547.99	14.48	1,648.14	-	140,211.77	352,750.00
Water/Sewer Operating	400	148,915.29	150,303.06	163,088.66	151,310.56	711,979.19	1,325,596.76	2,374,916.00
Regional Water System	410	75,182.02	28,225.96	81,128.72	48,583.25	50,731.08	283,851.03	581,607.00
Regional Sewer System	415	55,000.00	-	-	-	-	55,000.00	-
Stormwater Management	420	9,670.69	12,435.69	10,887.83	11,626.41	11,319.58	55,940.20	137,700.00
Stormwater Capital	425	1.85	1.91	4.32	7.83	13.81	29.72	-
Regional Water Capital	430	7,553.75	1,054.01	5,254.23	7.83	21,063.81	34,933.63	25,000.00
Muni Water Capital Improvement	435	1,126.09	1,132.25	5,456.80	384.56	1,743.36	9,843.06	2,000,900.00
Water Bond Reserve	440	4.54	4.84	12.31	22.79	111,666.82	111,711.30	111,626.00
Sewer Bond Reserve	450	14.30	15.44	38.79	71.92	26,770.67	26,911.12	26,641.00
Sewer Loan Reserve Fund	460	0.84	0.83	2.32	4.28	1,656.20	1,664.47	1,649.00
Short Lived Asset Reserve Fund	463	2.11	2.26	5.65	10.33	3,351.61	3,371.96	3,333.00
Emerg Repair/Replace Res Fund	465	-	-	-	-	-	-	-
Muni Sewer Cap Impr Reserve	470	14.83	16.01	39.47	73.35	132.07	275.73	2,500.00
Boat Launch Facility	475	557.85	948.00	1,349.03	1,119.60	688.81	4,663.29	1,011,200.00
Utility Deposit	631	1,283.64	1,123.92	651.05	660.29	756.62	4,475.52	10,000.00
Transportation Benefit District	632	11,714.50	13,801.39	11,783.86	12,099.97	15,483.46	64,883.18	120,200.00
TBD Capital Project	633	-	-	-	-	-	-	-
State Custodial Pass-Through Fund	634	554.08	545.21	691.89	517.50	236.87	2,545.55	24,510.00
Totals		505,222.05	472,513.71	446,336.66	386,666.09	1,406,451.42	3,217,189.93	9,396,822.00
Balance Check		505,222.05	472,513.71	446,336.66	386,666.09	1,406,451.42	3,217,189.93	9,396,822.00
s/b -0-		-	-	-	-	-	-	-

<u>Fund</u>	<u>#</u>	<u>Remaining</u>	<u>% Received</u>
General	010	1,210,724.19	40.73%
Streets	100	62,522.61	60.98%
Building Code	115	15,845.39	47.18%
Visitor Center	120	2,445.48	59.24%
Library	130	48,899.13	19.84%
Criminal Justice	140	1,225.27	61.71%
Local Criminal Justice	145	11,315.71	68.57%
Accumulative Reserve	150	(18.38)	0.00%
CDBG Grant/Home Rehab Proj	160	(11,968.27)	0.00%
DOT Spoils Site	170	162,611.14	6.01%
Public Works Vehicle Replacement	180	(35.79)	100.12%
Police Vehicle Replacement	185	-	100.00%
Drug Enforcement	190	197.32	1.34%
Low Income Housing	195	(255.91)	108.53%
Swimming Pool Construction	300	26,813.01	0.52%
REET Capital Fund	310	(9,312.54)	131.04%
Street Construction	320	212,538.23	39.75%
Water/Sewer Operating	400	1,049,319.24	55.82%
Regional Water System	410	297,755.97	48.80%
Regional Sewer System	415	(55,000.00)	0.00%
Stormwater Management	420	81,759.80	40.62%
Stormwater Capital	425	(29.72)	0.00%
Regional Water Capital	430	(9,933.63)	139.73%
Muni Water Capital Improvement	435	1,991,056.94	0.49%
Water Bond Reserve	440	(85.30)	100.08%
Sewer Bond Reserve	450	(270.12)	101.01%
Sewer Loan Reserve Fund	460	(15.47)	100.94%
Short Lived Asset Reserve Fund	463	(38.96)	101.17%
Emerg Repair/Replace Res Fund	465	-	0.00%
Muni Sewer Cap Impr Reserve	470	2,224.27	11.03%
Boat Launch Facility	475	1,006,536.71	0.46%
Utility Deposit	631	5,524.48	44.76%
Transportation Benefit District	632	55,316.82	53.98%
TBD Capital Project	633	-	0.00%
State Custodial Pass-Through Fund	634	21,964.45	10.39%
Totals		6,179,632.07	34.24%
	Balance Check	6,179,632.07	
	s/b -0-	-	

2022 Expense/Revenue Comparison

Expenses					Revenue							% of Actual
Fund	#	Actuals	Budget	% Expended	Actuals	Budget	% Received	Budget Revenue Less Actual Expenses	% of Budget Expended	Actual Revenue Less Actual Expenses	Revenue Expended	
General Total	010	766,561.08	1,744,009.00	43.95%	831,983.81	2,042,708.00	40.73%	1,276,146.92	37.53%	65,422.73	92.14%	
Streets	100	79,405.78	166,974.00	47.56%	97,707.39	160,230.00	60.98%	80,824.22	49.56%	18,301.61	81.27%	
Building Code	115	18,915.05	45,655.00	41.43%	14,154.61	30,000.00	47.18%	11,084.95	63.05%	(4,760.44)	133.63%	
Visitor Center	120	4,921.88	22,524.00	21.85%	3,554.52	6,000.00	59.24%	1,078.12	82.03%	(1,367.36)	138.47%	
Library	130	11,859.78	37,055.00	32.01%	12,100.87	61,000.00	19.84%	49,140.22	19.44%	241.09	98.01%	
Criminal Justice	140	142.50	1,667.00	8.55%	1,974.73	3,200.00	61.71%	3,057.50	4.45%	1,832.23	7.22%	
Local Criminal Justice	145	5,985.19	25,130.00	23.82%	24,684.29	36,000.00	68.57%	30,014.81	16.63%	18,699.10	24.25%	
Accumulative Reserve	150	-	-		18.38	-		-		18.38	0.00%	
CDBG Grant/Home Rehab Proj	160	-	1,000.00	0.00%	11,968.27	-		-		11,968.27	0.00%	
DOT Spoils Site	170	27,728.59	183,020.00	15.15%	10,388.86	173,000.00	6.01%	145,271.41	16.03%	(17,339.73)	266.91%	
Public Works Vehicle Replacement	180	-	20,000.00	0.00%	30,035.79	30,000.00	100.12%	30,000.00	0.00%	30,035.79	0.00%	
Police Vehicle Replacement	185	-	-		10,000.00	10,000.00	100.00%	10,000.00	0.00%	10,000.00	0.00%	
Drug Enforcement	190	-	-		2.68	200.00	1.34%	200.00	0.00%	2.68	0.00%	
Low Income Housing	195	-	-		3,255.91	3,000.00	108.53%	3,000.00	0.00%	3,255.91	0.00%	
Swimming Pool Construction	300	-	-		138.99	26,952.00	0.52%	26,952.00	0.00%	138.99	0.00%	
REET Construction	310	3,796.58	56,800.00	6.68%	39,312.54	30,000.00	131.04%	26,203.42	12.66%	35,515.96	9.66%	
Street Construction	320	291,949.13	526,750.00	55.42%	140,211.77	352,750.00	39.75%	60,800.87	82.76%	(151,737.36)	208.22%	
Water/Sewer Operating	400	1,040,632.26	2,220,169.00	46.87%	1,325,596.76	2,374,916.00	55.82%	1,334,283.74	43.82%	284,964.50	78.50%	
Regional Water System	410	230,097.27	581,606.00	39.56%	283,851.03	581,607.00	48.80%	351,509.73	39.56%	53,753.76	81.06%	
Regional Sewer System	415	566,283.41	519,185.00	109.07%	55,000.00	-		(566,283.41)		(511,283.41)	1029.61%	
Stormwater Management	420	55,176.32	153,459.00	35.96%	55,940.20	137,700.00	40.62%	82,523.68	40.07%	763.88	98.63%	
Stormwater Capital	425	-	5,000.00	0.00%	29.72	-		-		29.72	0.00%	
Regional Water Capital	430	2,047.62	63,017.00	3.25%	34,933.63	25,000.00	139.73%	22,952.38	8.19%	32,886.01	5.86%	
Muni Water Capital Improvement	435	88,657.23	3,271,100.00	2.71%	9,843.06	2,000,900.00	0.49%	1,912,242.77	4.43%	(78,814.17)	900.71%	
Water Bond Reserve	440	-	-		111,711.30	111,626.00	100.08%	111,626.00	0.00%	111,711.30	0.00%	
Sewer Bond Reserve	450	-	-		26,911.12	26,641.00	101.01%	26,641.00	0.00%	26,911.12	0.00%	
Sewer Loan Reserve Fund	460	-	-		1,664.47	1,649.00	100.94%	1,649.00	0.00%	1,664.47	0.00%	
Short Lived Asset Reserve Fund	463	-	-		3,371.96	3,333.00	101.17%	3,333.00	0.00%	3,371.96	0.00%	
Emerg Repair/Replace Res Fund	465	-	-		-	-		-		-		
Muni Sewer Cap Impr Reserve	470	10,094.01	201,100.00	5.02%	275.73	2,500.00	11.03%	(7,594.01)	403.76%	(9,818.28)	3660.83%	
Boat Launch Facility	475	17,102.85	1,024,978.00	1.67%	4,663.29	1,011,200.00	0.46%	994,097.15	1.69%	(12,439.56)	366.76%	
Utility Deposit	631	2,330.30	10,000.00	23.30%	4,475.52	10,000.00	44.76%	7,669.70	23.30%	2,145.22	52.07%	
Transportation Benefit District	632	24,640.29	147,830.00	16.67%	64,883.18	120,200.00	53.98%	95,559.71	20.50%	40,242.89	37.98%	
TBD Capital Project	633	-	-		-	-		-		-		
State Custodial Pass-Thru Fund	634	2,832.33	24,510.00	11.56%	2,545.55	24,510.00	10.39%	21,677.67	11.56%	(286.78)	111.27%	
		3,251,159.45	11,052,538.00	29.42%	3,217,189.93	9,396,822.00	34.24%	6,145,662.55	34.60%	(33,969.52)	101.06%	
Balance Check		3,251,159.45	11,052,538.00		3,217,189.93	9,396,822.00		6,145,662.55		(33,969.52)		
s/b -0-		-	-		-	-		-		(0.00)		



Cash and Investment Activity

Period: 2022 - May
Fiscal Totals

Fund	Beginning Cash	Beginning Investments	Activity In	Activity Out	Ending Cash	Ending Investments	Ending Balance
010 General Fund	\$386,236.36	\$503,640.84	\$974,097.15	\$939,186.46	\$421,834.65	\$533,465.28	\$955,299.93
011 Petty Cash/Change Fund	\$760.00	\$0.00	\$0.00	\$0.00	\$760.00	\$0.00	\$760.00
100 Street Fund	\$27,058.45	\$0.00	\$116,928.52	\$121,155.06	\$22,864.79	\$22,495.27	\$45,360.06
115 Building Code Account Fund	\$20,527.66	\$37,120.94	\$14,102.45	\$23,571.13	\$11,111.14	\$41,777.02	\$52,888.16
120 Visitor Center Fund	\$19,204.07	\$27,088.25	\$3,509.27	\$14,254.76	\$8,503.83	\$36,421.13	\$44,924.96
130 Library Fund	\$10,310.84	\$5,016.35	\$17,003.13	\$17,109.00	\$10,212.41	\$5,355.87	\$15,568.28
140 Criminal Justice Fund	\$7,313.74	\$21,068.65	\$3,866.95	\$3,489.26	\$7,719.35	\$22,495.27	\$30,214.62
145 Local Criminal Justice Fund	\$30,699.27	\$86,281.10	\$31,511.56	\$27,349.65	\$34,985.47	\$100,694.00	\$135,679.47
150 Accumulative Reserve Fund	\$5,160.19	\$15,049.03	\$1,371.52	\$1,318.93	\$5,231.16	\$14,996.44	\$20,227.60
160 CDBG Grant/Home Rehab Project	\$32,920.76	\$156,509.90	\$39,026.77	\$31,429.73	\$40,716.76	\$160,682.17	\$201,398.93
170 DOT Spoil Site Fund	\$3,901.24	\$44,143.82	\$24,585.92	\$28,886.95	(\$359.93)	\$31,065.26	\$30,705.33
180 Public Works Vehicle Replacement	\$9,786.14	\$28,091.52	\$32,788.13	\$3,618.92	\$38,991.14	\$28,922.31	\$67,913.45
185 Police Vehicle Replacement Fund	\$0.00	\$0.00	\$10,000.00	\$0.00	\$10,000.00	\$0.00	\$10,000.00
190 Drug Enforcement Fund	\$1,153.16	\$2,006.53	\$150.76	\$286.58	\$1,020.02	\$2,142.35	\$3,162.37
195 Low Income Housing Fund	\$11,490.96	\$44,143.82	\$9,729.27	\$8,449.16	\$12,828.39	\$46,062.30	\$58,890.69
300 Swimming Pool Const Fund, 1987	\$67,085.44	\$73,238.61	\$0.00	\$38,167.74	\$29,056.69	\$111,406.35	\$140,463.04
310 REET Capital Fund	\$26,435.69	\$85,277.83	\$41,709.09	\$28,169.31	\$40,107.83	\$107,121.65	\$147,229.48
320 Street Construction Capital Fund	\$52,739.54	\$0.00	\$216,036.14	\$367,122.71	(\$98,330.14)	\$0.00	(\$98,330.14)
400 Water/Sewer Operating Fund	\$267,340.04	\$271,885.79	\$1,531,750.60	\$1,545,851.86	\$254,043.64	\$581,670.55	\$835,714.19
410 Regional Water System Fund	\$82,798.73	\$379,235.54	\$335,894.34	\$264,086.02	\$155,048.08	\$349,216.09	\$504,264.17
415 Regional Sewer System Fund	\$136,060.95	\$375,222.46	\$55,000.00	\$191,060.95	\$0.00	\$0.00	\$0.00
420 Stormwater Management Fund	\$3,598.45	\$4,013.08	\$68,933.83	\$64,159.06	\$8,375.41	\$0.00	\$8,375.41
425 Stormwater Capital Reserve Fund	\$34,068.98	\$0.00	\$1,372.61	\$25,606.73	\$9,864.58	\$23,566.44	\$33,431.02
430 Regional Water Capital Improvement	\$38,698.83	\$0.00	\$61,370.95	\$52,085.01	\$48,018.40	\$23,566.44	\$71,584.84
435 Muni Water Capital Improvement	\$141,876.92	\$1,299,232.86	\$321,484.62	\$259,422.44	\$205,382.16	\$1,156,913.45	\$1,362,295.61
440 Water Bond Reserve Fund	\$16,002.14	\$70,228.80	\$123,041.52	\$9,744.29	\$129,384.67	\$68,557.57	\$197,942.24
450 Sewer Bond Reserve Fund	\$47,713.11	\$223,728.90	\$65,039.68	\$31,055.42	\$81,967.49	\$216,385.64	\$298,353.13
460 Sewer Loan Reserve Fund	\$4,500.01	\$12,039.23	\$2,746.22	\$1,912.09	\$5,349.61	\$12,854.10	\$18,203.71
463 Short Lived Asset Reserve Fund	\$8,016.71	\$32,104.59	\$8,082.58	\$3,710.25	\$12,428.00	\$31,065.26	\$43,493.26
470 Muni Sewer Capital Imprv Reserve	\$135,430.52	\$146,477.21	\$0.00	\$84,287.15	\$51,419.10	\$220,670.35	\$272,089.45
475 Boat Launch Facility Fund	\$48,227.80	\$6,019.61	\$4,609.00	\$55,002.59	(\$2,111.50)	\$43,919.35	\$41,807.85
631 Utility Deposit Fund	\$16,380.74	\$53,173.24	\$8,625.84	\$14,442.24	\$10,639.86	\$61,059.34	\$71,699.20
632 Transportation Benefit District Fund	\$170,361.17	\$0.00	\$64,883.18	\$24,640.29	\$210,604.06	\$0.00	\$210,604.06
633 TBD Capital Project Fund	\$3,456.17	\$0.00	\$0.00	\$0.00	\$3,456.17	\$0.00	\$3,456.17
634 State Custodial Pass-Thru Fund	\$2,018.57	\$0.00	\$2,571.08	\$2,832.33	\$1,757.32	\$0.00	\$1,757.32
	\$1,869,333.35	\$4,002,038.50	\$4,191,822.68	\$4,283,464.07	\$1,782,880.61	\$4,054,547.25	\$5,837,427.86



Investments Activity

Period: 2022 - May
Period Totals: Fiscal

Fund	Description	Beginning Balance	Investments Acquired	Liquidated	Reinvested Interest	Ending Balance
010	General Fund	\$503,640.84	\$126,966.86	\$97,830.02	\$687.60	\$533,465.28
011	Petty Cash/Change Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
100	Street Fund	\$0.00	\$41,716.40	\$19,254.01	\$32.88	\$22,495.27
115	Building Code Account Fund	\$37,120.94	\$4,603.92	\$0.00	\$52.16	\$41,777.02
120	Visitor Center Fund	\$27,088.25	\$9,287.63	\$0.00	\$45.25	\$36,421.13
130	Library Fund	\$5,016.35	\$5,241.78	\$4,909.70	\$7.44	\$5,355.87
140	Criminal Justice Fund	\$21,068.65	\$3,318.84	\$1,920.14	\$27.92	\$22,495.27
145	Local Criminal Justice Fund	\$86,281.10	\$21,240.17	\$6,951.56	\$124.29	\$100,694.00
150	Accumulative Reserve Fund	\$15,049.03	\$1,300.55	\$1,371.52	\$18.38	\$14,996.44
160	CDBG Grant/Home Rehab Project	\$156,509.90	\$31,230.77	\$27,257.46	\$198.96	\$160,682.17
170	DOT Spoil Site Fund	\$44,143.82	\$1,118.50	\$14,236.92	\$39.86	\$31,065.26
180	Public Works Vehicle Replacement	\$28,091.52	\$3,583.13	\$2,788.13	\$35.79	\$28,922.31
185	Police Vehicle Replacement Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
190	Drug Enforcement Fund	\$2,006.53	\$283.90	\$150.76	\$2.68	\$2,142.35
195	Low Income Housing Fund	\$44,143.82	\$8,391.84	\$6,530.68	\$57.32	\$46,062.30
300	Swimming Pool Const Fund, 1987	\$73,238.61	\$38,028.75	\$0.00	\$138.99	\$111,406.35
310	REET Capital Fund	\$85,277.83	\$24,240.37	\$2,528.91	\$132.36	\$107,121.65
320	Street Construction Capital Fund	\$0.00	\$75,624.21	\$75,641.10	\$16.89	\$0.00
400	Water/Sewer Operating Fund	\$271,885.79	\$515,938.60	\$206,958.70	\$804.86	\$581,670.55
410	Regional Water System Fund	\$379,235.54	\$22,023.32	\$52,483.80	\$441.03	\$349,216.09
415	Regional Sewer System Fund	\$375,222.46	(\$375,222.46)	\$0.00	\$0.00	\$0.00
420	Stormwater Management Fund	\$4,013.08	\$8,980.55	\$12,995.82	\$2.19	\$0.00
425	Stormwater Capital Reserve Fund	\$0.00	\$24,909.33	\$1,372.61	\$29.72	\$23,566.44
430	Regional Water Capital Improvement	\$0.00	\$50,003.76	\$26,470.95	\$33.63	\$23,566.44
435	Muni Water Capital Improvement	\$1,299,232.86	\$169,322.15	\$313,084.62	\$1,443.06	\$1,156,913.45
440	Water Bond Reserve Fund	\$70,228.80	\$9,658.99	\$11,415.52	\$85.30	\$68,557.57
450	Sewer Bond Reserve Fund	\$223,728.90	\$30,785.30	\$38,398.68	\$270.12	\$216,385.64
460	Sewer Loan Reserve Fund	\$12,039.23	\$1,896.62	\$1,097.22	\$15.47	\$12,854.10
463	Short Lived Asset Reserve Fund	\$32,104.59	\$3,671.29	\$4,749.58	\$38.96	\$31,065.26
470	Muni Sewer Capital Imprv Reserve	\$146,477.21	\$73,917.41	\$0.00	\$275.73	\$220,670.35
475	Boat Launch Facility Fund	\$6,019.61	\$37,845.45	\$0.00	\$54.29	\$43,919.35
631	Utility Deposit Fund	\$53,173.24	\$13,796.42	\$5,985.84	\$75.52	\$61,059.34
632	Transportation Benefit District Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
633	TBD Capital Project Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
634	State Custodial Pass-Thru Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$4,002,038.50	\$983,704.35	\$936,384.25	\$5,188.65	\$4,054,547.25

CITY OF CASTLE ROCK
Notice of Public Hearing
Six-Year Transportation Plan

The Castle Rock City Council will hold a public hearing during the regular meeting of the Castle Rock City Council on Monday, June 27, 2022 starting at 7:30 PM, located at the Castle Rock Senior Center, 222 Second Ave SW, Castle Rock, Washington. Details for joining the meeting virtually are below and will be published with an online agenda on June 27, 2022 at ci.castle-rock.wa.us under 'Government', 'Council Agendas & Minutes'. Public comment can be submitted in advance to ccuttonaro@ci.castle-rock.wa.us.

Please click this link to join the webinar: <https://global.gotomeeting.com/join/201632365>.
To join by phone, please dial 1 (646) 749-3112 and enter the Access Code 201-632-365.

The purpose of this meeting is to take testimony on the proposed Six-Year Transportation Plan for 2023 - 2028. Please contact the Clerk-Treasurer's Office to request a copy of the proposed transportation plan.

Anyone interested may appear and be heard in regard to this public hearing at the above-mentioned time and place. Any testimony will be taken into consideration when the City Council discusses the issue during regular session. City Council action may be taken at this meeting.

For more information, please contact Clerk-Treasurer Carie Cuttonaro at City Hall, 360.274.8181, email ccuttonaro@ci.castle-rock.wa.us, or Public Works Director David Vorse 360.274.7478, email crpwd@ci.castle-rock.wa.us.

Published: The Daily News June 10, 2022



Six Year Transportation Improvement Program From 2023 to 2028

Agency: Castle Rock

County: Cowlitz

MPO/RTPO: SWW RTPO

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
06	1	TIB Complete Streets Improvements SR 411 Cowlitz Drive to I-5 Ramp Construct pedestrian improvements on SR 411, including realigning pedestrian crossings at the intersection of EB SR 411 and I-5 SB on ramp; restriping the drive lanes to 11'; construct 200' of shared use path between the I-5 SB onramp and an existing driveway in the right of way; replacement of 27 non-ADA compliant pedestrian ramps to meet current ADA compliance standards; and construct 80 feet of sidewalk on Cowlitz St. East.	WA-12001	06/27/22	07/11/22			28		0.200	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2023		0	TIB	25,000	0	25,000
S	CN	2023		0	TIB	175,000	0	175,000
Totals				0		200,000	0	200,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	25,000	0	0	0	0
CN	175,000	0	0	0	0
Totals	200,000	0	0	0	0



Six Year Transportation Improvement Program From 2023 to 2028

Agency: Castle Rock

County: Cowlitz

MPO/RTPO: SWW RTPO

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
07	6	Bond Road Overlay Bond Road South City Limits to North City Limits Spot repair and grinding of existing roadway surface, followed by 0.20' asphalt overlay.	WA-12039	06/27/22	07/11/22			05		0.700	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2026		0	TIB	48,500	2,500	51,000
P	CN	2026		0	TIB	305,000	86,000	391,000
Totals				0		353,500	88,500	442,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	51,000	0
CN	0	0	0	391,000	0
Totals	0	0	0	442,000	0



Six Year Transportation Improvement Program From 2023 to 2028

Agency: Castle Rock

County: Cowlitz

MPO/RTPO: SWW RTPO

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
08	7	3rd Avenue Overlay Cowlitz Street West to Dike Road SW Spot repairs and grinding of existing pavement, followed by 0.2' asphalt overlay.	WA-12028	06/27/22	07/11/22			05		0.500	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2027		0	TIB	25,900	1,300	27,200
P	CN	2027		0	TIB	197,900	10,300	208,200
Totals				0		223,800	11,600	235,400

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	27,200
CN	0	0	0	0	208,200
Totals	0	0	0	0	235,400

	Federal Funds		State Funds	Local Funds	Total Funds
Grand Totals for Castle Rock	0		777,300	100,100	877,400



Six Year Transportation Improvement Program From 2023 to 2028

Agency: Castle Rock

County: Cowlitz

MPO/RTPO: SWW RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
04	2	Huntington Avenue - River Front Trail Pedestrian Lighting - SRRTS Phase 2 Huntington Avenue - SR 411 Larsen Lane to Lions Pride Park This project will install 9 pedestrian friendly lights along Castle Rock's Riverfront trail which is an identified section of the SRRTS, install sidewalk adjacent to existing curb on Huntington Avenue, and provide a pedestrian crossing near the intersection of Huntington Avenue with Larsen Lane. The project will also update 12 pedestrian signal heads and associated traffic control signals at the intersection of I-5 Exit 49 on/off ramps with SR411 and SR504.	WA-14408	06/27/22	07/11/22			28		0.300	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2023	STBG	43,200		0	6,700	49,900
S	CN	2023	STBG	330,700		0	51,600	382,300
Totals				373,900		0	58,300	432,200

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	49,900	0	0	0	0
CN	382,300	0	0	0	0
Totals	432,200	0	0	0	0



Six Year Transportation Improvement Program From 2023 to 2028

Agency: Castle Rock

County: Cowlitz

MPO/RTPO: SWW RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
06	3	Roake Ave SE, Front Ave S and Huntington Ave S Pedestrian Improvements Front Ave S Cowlitz St E to Dike Rd Remove 4 existing flashing beacons and replace with 4 flashing beacons with radar feedback signs, add 3 radar feedback signs to existing flashing beacons and construct 4 ADA sidewalk bulb outs for pedestrian crossing.	WA-14434	06/27/22	07/11/22			28		0.500	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2023	SRTS	42,170		0	6,580	48,750
P	CN	2024	SRTS	323,295		0	50,455	373,750
Totals				365,465		0	57,035	422,500

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	48,750	0	0	0	0
CN	0	373,750	0	0	0
Totals	48,750	373,750	0	0	0



Six Year Transportation Improvement Program From 2023 to 2028

Agency: Castle Rock

County: Cowlitz

MPO/RTPO: SWW RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
06	4	Pleasant Hill Road Reconstruction Pleasant Hill Road Huntington Avenue South to South City Limits Full depth reclamation, hot mix asphalt overlay and adjustment or replacement of guardrail between Huntington Avenue South and the South City Limits.	WA-12807	06/27/22	07/11/22			04	C P T	0.360	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2024	STBG	49,900	TIB	54,800	5,500	110,200
P	CN	2025	STBG	382,200	TIB	420,200	42,200	844,600
Totals				432,100		475,000	47,700	954,800

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	110,200	0	0	0
CN	0	0	844,600	0	0
Totals	0	110,200	844,600	0	0



Six Year Transportation Improvement Program From 2023 to 2028

Agency: Castle Rock

County: Cowlitz

MPO/RTPO: SWW RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
06	5	PH 10 Hwy Improvements PH 10 Highway Cowlitz River Bridge to West Side Highway Reconstruction of PH 10 Highway from the west side of the bridge over the Cowlitz River to the intersection with West Side Highway. Raise the road elevation to provide access during high water conditions. Provide new sidewalk and illumination on one side.	WA-11257	06/27/22	07/11/22			04		0.360	EA	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2025		0	OTHER	5,460,000	0	5,460,000
Totals				0		5,460,000	0	5,460,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	0	5,460,000	0	0
Totals	0	0	5,460,000	0	0

	Federal Funds		State Funds	Local Funds	Total Funds
Grand Totals for Castle Rock	1,171,465		5,935,000	163,035	7,269,500

RESOLUTION NO. 2022-05

A RESOLUTION RELATING TO THE SIX-YEAR TRANSPORTATION IMPROVEMENT PLAN

WHEREAS, pursuant to the requirements of RCW 35.77.010, Laws of the State of Washington, the City of Castle Rock has prepared the annual update to its Six-Year Transportation Improvement Program for the ensuing calendar year 2023 – 2028; and

WHEREAS, pursuant to said law, the City Council of the City of Castle Rock, being the legislative body of said City did hold a public hearing on said plan at 7:30 PM in the Senior Center of said City Hall on the 27th day of June, 2022.

NOW, THEREFORE BE IT RESOLVED, that a copy of said revised Six-Year Transportation Improvement Program for the ensuing six calendar years 2023 through 2028, together with a copy of this resolution, be filed with the Director of Highways of the State of Washington.

ADOPTED (unanimously/majority) on this _____ day of _____, 2022.

Mayor Paul Helenberg

Councilmember Art Lee

Councilmember Lee Kessler

Councilmember John Earl Queen

Councilmember Paul Simonsen

Councilmember Ellen Rose

Attest:

Approved as to form:

Carie Cuttonaro, Clerk-Treasurer

Frank Randolph, City Attorney



Transportation Improvement Board Consultant Supplemental Agreement

Agency City of Castle Rock

Project Number C-W-952(001)-1

Project Name TIB Complete Streets Improvements

Consulting Firm Gibbs & Olson, Inc.

Supplement Phase Supplement 7 for additional Electrical Design and Agency coordination.

The Local Agency of City of Castle Rock desires to supplement the agreement entered into with Gibbs & Olson and executed on May 13, 2019.

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

Section II, Scope of Work, is hereby amended to include additional electrical evaluation and coordination with WSDOT for approval of lighting design.

Section IV, Time for Beginning and Completion, is amended to change the completion date.

SUPPLEMENTAL COMPLETION DATE – **December 31, 2022**

Section V, Payment, shall be amended as follows and as set forth in Exhibit A.

MAXIMUM PAYABLE AMOUNT – **\$74,500.00**

	EXHIBIT A			
	Original Agreement	Supplements 1-6	Supplement 7	Total
Direct Salary Cost	\$7,963.50	\$8,372.50	\$54.00	\$16,390.00
Overhead (including Salary Additives)	\$13,805.52	\$12,780.00	\$79.00	\$26,664.52
Fixed Fee	\$2,389.05	\$2,514.50	\$17.00	\$4,902.55
Reimbursables	\$841.93	\$1,168.00	\$39.00	\$2,048.93
Subconsultant Cost	\$0.00	\$23,565.00	\$911.00	\$24,476.00
Total	\$25,000.00	\$48,400.00	\$1,100.00	\$74,500.00

If you concur with this supplement and agree to the changes as stated above, please sign and date in the appropriate spaces below.

Agency Signature		Date
Consultant Signature <i>Richard A. Anderson</i>		Date June 13, 2022

ORDINANCE NO. 2022-06

AN ORDINANCE DEEMING FUND 415 REGIONAL SEWER SYSTEM FUND AS OBSOLETE

WHEREAS, Fund 400 Water Sewer Operating Fund was the sole revenue source for Fund 415 Regional Sewer System Fund; and

WHEREAS, in 2022, proceeds from Fund 415 Regional Sewer System Fund were combined into Fund 400 Water Sewer Operating Fund.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Castle Rock do ordain as follows:

Section 1. There are no further obligations for Fund 415 Regional Sewer System Fund.

Section 2. That Fund 415 Regional Sewer System Fund is deemed to be obsolete and will be dissolved.

Section 3. This ordinance, having been introduced at a regular meeting of the Castle Rock City Council held on June 27, 2022 shall be effective five days after publication in the City of Castle Rock designated newspaper of record.

ADOPTED by the City Council and signed by the Mayor on this ____ day of _____, 2022.

Mayor Paul Helenberg

Attest:

Approved as to form:

Clerk-Treasurer

City Attorney

RESOLUTION NO. 2022-06

A RESOLUTION RELATING TO THE ADOPTION OF THE 2022 HAZARD MITIGATION PLAN

WHEREAS, the City of Castle Rock, with the assistance from Cowlitz County Department of Emergency Management, has participated in the preparation of Cowlitz County's 2022 Hazard Mitigation Plan ("Plan"); and

WHEREAS, the Plan has been prepared in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS, the City of Castle Rock has reviewed the Plan and affirms that the Plan will be updated no less than every five years.

NOW THEREFORE, BE IT RESOLVED by the City Council of Castle Rock, Washington, that the City of Castle Rock adopts Cowlitz County's 2022 Hazard Mitigation Plan as the City's Natural Hazard Mitigation Plan, and resolves to execute the actions in the Plan.

PASSED by the City Council and signed by the Mayor on this _____ day of _____, 2022.

Mayor

Attest:

Approved as to form:

City Clerk

City Attorney

Review / Authorization

Primary Responsible Department: Finance

Permit No. 2022-0020

The Oasis Bar Bike Night

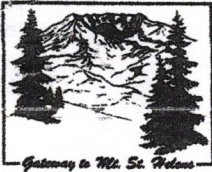
Robin Frazier 360.560.2639 oasiscastlerock@gmail.com

Reviewed by: (mark "X" & date upon review)

Comments and Conditions

☐ Building Department Dave Johnson, Building Official Date:	N/A
☒ Finance Carie Cuttonaro, Clerk-Treasurer Date: 6/16/2022	No Issues
☒ Fire (Cowlitz County Fire District 6) Bill LeMonds, Fire Chief Date: 6/17/2022	No Issues
☒ Police Charlie Worley, Chief Date: 6/20/2022 JG Acting	No Issues- Jeff Gann, Acting Chief
☒ Public Works / Engineering Dave Vorse, Public Works Director Date:	
☐ Parks	
☒ Streets	Street closure. PWD will set out barricades at the corners of the intersections. Applicant is responsible for placement and removal at the beginning and end of the event.
☐ Traffic	
☐ Other	
☐ All items addressed?	
Additional Comments:	
☐ Approved ☐ Denied	Primary responsible department signature Date

Submitted 6-2-22



Special Event Permit

Permit No. 2022-0020

City of Castle Rock | Phone: 360.274.8181 | Fax: 360.274.4876 | www.ci.castle-rock.wa.us
 Application must be made a minimum of **60 days** prior to event (30 if a prior annual event)

Contact Information

Organization/Sponsor <u>The Oasis</u>	Address/City/State/Zip <u>123 Front Ave SW</u>	
Contact Person <u>Robin Frazier</u>	Phone <u>360 560 2639</u>	Email <u>OasisCastleRock@gmail.com</u>
As contact person, are you authorized by the Organization/Sponsor to act on its behalf? ☒ YES ☐ NO	Address/City/State/Zip (if different from above) <u>gmail.com</u>	
Are there other individuals authorized to act on behalf of the Organization/Sponsor? <u>Attached</u>		☐ YES ☒ NO If yes, please provide their name and contact information: <u>BAND 3-6pm Outside eating + BAR Service.</u> <u>Bike parking for show</u>

Event Information

Event Name <u>Bike Night - Bikeshow</u>		Date(s) of event <u>August 11, 22</u>	Estimated # of participants for event <u>5</u>
Start Time <u>4</u> AM ☒ PM	End Time <u>10</u> AM ☒ PM	Setup Time <u>3 PM</u> AM ☒ PM	Takedown Time <u>11:00</u> AM ☒ PM
Is this an annual event? ☐ YES ☒ NO*		Applicant may be required to collect approval signatures from neighboring or affected residents and/or business owners.	
Have you previously requested a permit for such activity?		If yes, approximate date?	
Are participants required to pay a fee? <u>NO</u>		Are participants to make a donation? <u>NO</u>	
Will this event impede traffic? ☒ YES ☐ NO		Follow traffic, pedestrian and bike laws? ☒ YES ☐ NO	Utilize sidewalks only? ☐ YES ☒ NO
Details of event (Please include a detailed map showing location of event and copies of any proposed brochures, posters, flyers, or mailings you desire to use to advertise this event. Additionally, please identify on the map where volunteers will be placed to assist with this event. Include additional pages if needed to fully explain details.)			

Type of Use

Type of use requested ☐ Parade ☒ Street Closure ☒ Street Sale ☐ Athletic Run/Walk ☒ Block Party
Where is use requested? ☐ Park area*/where? ☐ Park building*/which one? ☐ Private property/where? ☐ Other <u>Front Street - Ave SW</u>
*Note: If planning to use a park area or building, please contact the Public Works Department at 360.274.7478 for any additional forms required for the use of a park area or building.
Please check all that apply to this event: ☒ Requesting closure/impediment of a street or public right-of-way. (Please attach a map and mark location.) ☒ Requesting to erect structure(s)/tent(s). Number and location <u>3 10x10 tents + 2 tables</u> ☐ Planning to serve food/drink. If yes, including alcohol beverages? ☒ YES ☐ NO ☐ This event involves political or religious activity intended primarily for the communication or expression of ideas. ☐ Participants will be required to pay a fee. ☐ Participants will be asked to make a donation.
Permit holders are responsible for cleanup of debris in connection with their activities.

Received

-1-

JUN 02 2022

Castle Rock
Finance

City Assistance Requested

Public Works Division (example: street closure, signage, signal adjustment, facility availability, additional sanitation/garbage, restrooms) - Explain 2 Street closures - each end of Block - 1 Block closure -	Police Department (example: traffic, patrol, security) - Explain
Building/Planning Division (example: electrical, temporary structures) - Explain 	Other - Explain

Insurance Information

The City does not maintain insurance that will respond to claims against the applicant arising out of the use of facilities by the applicant, its members, or those attending the event. Depending on the type of event you are planning, and the activity and risk level of your group, you may be required to obtain bodily injury and property damages liability insurance in accordance with City policy, name the City as an additional insured on the policy, and be responsible for obtaining said insurance. After reviewing this application, the City will determine whether you must obtain liability insurance.

Agreement

Depending on the type of event planned, you may be required to defend, indemnify and hold harmless the City, its agents, employees and officials, while acting within the scope of their duties, from all causes of action, demands and claims, including the cost of their defense, arising in favor of the organization, the organization's employees or third parties on account of personal injuries, bodily injuries, death, or damage to property arising out of the acts or omissions of the organization, its employees or representatives, concessionaires of the event or any other person or entity, except for liability caused due to the sole negligence of the City. After reviewing this application, the City will determine whether you must indemnify the City and its agents.

By my signature I state that I am authorized to obligate the above titled Organization/Sponsor, including financially, for any statements or requests made herein.

Applicant Name (please print) R FRAZIER Robin Frazier	Applicant Signature R FRAZIER
Organization/Title The Oasis / Owner	Date 6-2-22

Add additional information on separate sheets as needed.

City Use Only

Other permits required in conjunction with this permit:

☐ Electrical
 ☐ Fire, Life & Safety
 ☐ Parks
 ☐ Other: _____

Fees/Payments/Refunds

	Fee(s)	Initial(s)	Date(s)
Deposit(s)			
Permit(s)			
Facility Use/Rental(s)			
Admission Tax(es)			
Additional Costs			
TOTAL PAID			
TOTAL REFUND / DUE			

Proof of insurance required? ☐ Yes ☐ No

Bond Required? ☐ Yes ☐ No

Received

-2-

JUN 02 2022

**Castle Rock
Finance**

Cowlitz Street West

open as usual.
Front ~~Street~~ AVE SW

Blocked

Blocked

Open

Bike Show
Bike Parking

Sidewalk open as usual

NAPA

Davis
Restaurant

Davis
Bar

Back
Street
Access

Outside
Seating

Regally ~~Blocked~~
Bond II

Blocked

Front AVE SW

Blocked

open as usual

Received

JUN 02 2022

Castle Rock
Finance

A Street SW

Bike Show

Special Event Signature Collection Sheet

Event: Flat track National

Date:

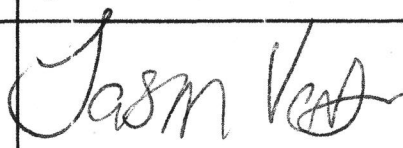
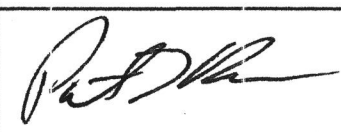
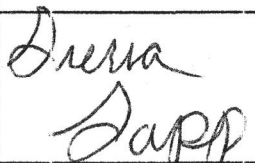
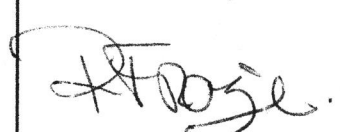
Aug 11, 2022

Time:

3:00 pm to 10:00 pm

Weekend Bike Night

By signing this paper, I am stating that I am either in favor or against the above listed event. Please write clearly.

Name	Signature	Business	Address	In Favor	Not in Favor
Pollen		Pollen	101 Front Road	X	
Napa		Sunset Auto Parts	105 Huntington	X	
Legally Blonde II		Legally Blonde	132	X	
Casini Don Frazier		The Oasis	123 Front Ave SW	X	

Received

JUN 02 2022

Castle Rock
Finance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/14/2022

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

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

PRODUCER Sandin Insurance Group PO Box 230785 Portland, OR 97281 License #: CA 0G94457	CONTACT NAME: Victoria Cady PHONE (A/C, No, Ext): (503)899-9632 FAX (A/C, No): (503)926-9193 E-MAIL ADDRESS: vicki@teamsandin.com
INSURED The Oasis Bar LLC DBA The Oasis Bar PO Box 898 Castle Rock, WA 98611	INSURER(S) AFFORDING COVERAGE INSURER A: Associated Industries Insurance Company, Inc. INSURER B: Scottsdale Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 00003111-21491

REVISION NUMBER: 4

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	Y		AES1223030 00	05/03/2022	05/03/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor Liability \$ 1,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			AES1223030 00	05/03/2022	05/03/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			XS58744	05/03/2022	05/03/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	AES1223030 00	05/03/2022	05/03/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Premise Location: 111 & 123 Front Ave SW, Castle Rock, WA 98611

City of Castle Rock is listed as an additional insured - city/state - CG2012

CERTIFICATE HOLDER

CANCELLATION

Received

City of Castle Rock
141 "A" Street SW, PO Box 370
Castle Rock, WA 98611

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

Agreement Number:

Firm/Organization Legal Name (do not use dba's):		
Address	Federal Aid Number	
UBI Number	Federal TIN or SSN Number	
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	Total Amount Authorized: Management Reserve Fund: 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

Agreement Number:

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.

Agreement Number:

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

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

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

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

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

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

If to AGENCY:			If to CONSULTANT:		
Name:			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 be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

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

Agreement Number:

V. Payment Provisions

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

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

Agreement Number:

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

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

Agreement Number:

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

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

Agreement Number:

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

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

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

Agreement Number:

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

Agreement Number:

XII. Legal Relations

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

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

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

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

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

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

Agreement Number:

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

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

Insurance Coverage

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

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

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

Name:

Agency:

Address:

City:

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 amount or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

Agreement Number:

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

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

Agreement Number:

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

Agreement Number:

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

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

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

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

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

XX. Records Maintenance

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

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

Agreement Number:

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

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

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

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

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

Signature

Date

Signature

Date

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

Agreement Number:

Exhibit A Scope of Work

Project No.

Agreement Number:

Agreement Number:

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

B. Roadway Design Files

C. Computer Aided Drafting Files

Agreement Number:

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

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

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

Agreement Number:

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D
Prime Consultant Cost Computations

Agreement Number:

Exhibit E

Sub-consultant Cost Computations

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

Agreement Number:

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

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

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

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

Exhibit G Certification Documents

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

Agreement Number:

Exhibit G-1(a) Certification of Consultant

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

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

Agreement Number:

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

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

Signature

Date

Agreement Number:

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

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

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

Date

Agreement Number:

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

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

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

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

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

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-4 Certificate 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 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer’s representative in support of _____* 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.

Agreement Number:

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

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

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

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

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

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

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

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

Notes: Cost of added insurance requirements: \$

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

Agreement Number:

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Agreement Number:

Step 5 Forward Documents to Local Programs

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

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

Agreement Number:

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

Agreement Number:

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

Agreement Number:

**EXHIBIT A
SCOPE OF WORK
SIX RIVERS REGIONAL TRAIL SYSTEM
AND SRRTS PHASE 2 IMPROVEMENTS**

PROJECT DESCRIPTION

The City of Castle Rock (Agency) has requested the Consultant prepare contract documents for the Six Rivers Regional Trail System (SRRTS) Phase 2 Improvements. The SRRTS Phase 2 Improvements are a component of the identified SRRTS.

The SRRTS Phase 2 Improvements design will update 12 pedestrian signal heads and associated traffic control signals at the intersection of I-5 Exit 49 on/off ramps with SR 411 and SR 504. The improvements will also install 9 pedestrian friendly lights along Castle Rock's Riverfront trail which is an identified section of the SRRTS.

ASSUMPTIONS

Consultant has utilized the following assumptions in preparing the identified scope of work and budget.

- Existing topographic survey prepared for the Huntington Avenue Overlay project and the SRRTS Phase 1 project will be utilized and additional topographic survey collected for this phase will be incorporated into the existing topographic survey file for preparing contract documents.
- No environmental assessments will be performed by the Consultant for the proposed trail route.
- No new easements or ROW are required.
- Structural engineering, foundation design, landscaping design, traffic signalization (outside of pedestrian signal coordination) and offsite roadway design are not included in this scope of work.
- A WSDOT franchise/right-of-way permit application is required. Permit fees will be paid by the Agency.
- Design of 6-foot HMA path from Lion's Pride Park to the southerly park limits, 6-foot sidewalk from south park limits to Larsen Lane and associated gravity block wall, and concrete pedestrian crossing are not included in the scope of work.
- The pedestrian crossing at Larsen Lane will include a concrete pedestrian refuge island and adjacent striping but will not include flashing beacons.
- WSDOT requirements will be identified by WSDOT prior to starting design.
- Existing junction boxes and associated electrical conduit will be relocated based on photometric design for proposed lights. Improvements to other existing utilities are not required and are not included in the scope of work.
- Light poles will not be located under overhead utilities. If light poles are required to be designed for installation under overhead utilities it will be considered out of scope

services that will be billed outside of this contract on a time and material (T&M) basis with prior approval.

- Two meetings at Agency offices have been budgeted for coordination with WSDOT. Additional meetings, if necessary, will be considered out of scope and will be billed on a time and materials basis by the Consultant.

SCOPE OF WORK

The following tasks are identified and are included in this contract.

Task 1 - Project Administration

Consultant will perform day-to-day management activities including project over-site, staff scheduling and budgeting, invoicing, and monthly progress reports. Project management will also include coordination and communications with the identified subconsultants.

Task 2 - Topographic Survey

Perform site topographic survey west of Huntington Avenue for approximately 1,700 feet, from the end of the existing pedestrian path at Lions Pride Park to the south side of Larsen Lane and prepare a site base map of the project area. Vertical datum will be NAVD88 and horizontal datum will be NAD 83/91. Survey cross-sections will be obtained at 50 to 75-feet spacing face of curb to 10-feet from face of curb. Visible utility features (phone pedestals, water meter boxes, etc.), signs, and trees within 10-feet of the face of curb will also be surveyed between the 75-foot cross-sections.

Task 3 - Prepare 50% Design Documents

Under this task the Engineer will:

Research, evaluate and identify preliminary design criteria that will serve as the development strategy and standards for the design.

Review previous SRRTS Phase 1 and Huntington Avenue Overlay design drawings to evaluate existing conditions and previous design information.

Provide photometric design, including the following:

- Provide photometric plan with luminaire locations.
- Provide schedules for luminaires and illumination target values.
- Provide lighting cuts sheets.
- Coordinate luminaires and pole selection with the latest of City of Castle Rock Standards.

Provide electrical design for pedestrian lighting, and pedestrian and traffic signal upgrades, including the following:

- Coordinate street lighting electrical service requirements with local power utility.
- Provide street lighting electrical design drawings.
- Provide electrical details and schedules as required for bidding and construction.
- Perform one (1) site visit to collect field data and meet with local utilities.
- Provide electrical design for updating pedestrian signals along I-5 and SR 411.
- Provide supplement to Standard WSDOT specifications.

Prepare 50% complete design drawings to show the general scope, extent and character of the construction work to be performed by a contractor. It is anticipated that construction requirements for the project can be shown on approximately 15 drawing sheets (measuring 22" x 34") consisting of:

- Cover sheet - 1
- Notes, Legend and Abbreviation sheet - 1
- Existing Conditions sheet - 1
- Site Preparation and Temporary Erosion and Sediment Control & Detail Sheets - 4
- Electrical Plan sheets - 5
 - Pedestrian Signal Head and Traffic Control Coordination SR 411 and SR 504 (2)
 - Huntington Avenue Lighting (2)
 - Details (1)

Coordinate with Agency and WSDOT as appropriate for approval of pedestrian signal upgrades.

Provide Preliminary Design Phase Deliverables as follows:

- Monthly progress report.
- Monthly schedule update.
- Meeting notes from project meetings.

Task 4 - Prepare Final Design Documents

Under this task the Consultant will:

Prepare final drawings to show the general scope, extent and character of the construction work to be by a contractor. The anticipated list of drawings is as listed under Task 2 above.

Prepare the construction contract documents including technical specifications which will be prepared in conformance with Agency standards and the latest version of the WSDOT Standard Specifications and Special Provisions. It is anticipated the contract documents and specifications will be comprised of approximately 300 pages (8-1/2" x 11").

It is anticipated that two progress meetings with the Agency will occur to review and discuss various aspects of the project as the work proceeds. It is assumed the progress meetings will be virtual, and time for travel is not included in the scope of work.

Prepare for review and approval by Agency, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

Provide technical criteria, written descriptions and data for Agency's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project and assist Agency in consultations with appropriate authorities.

Advise Agency of any adjustments to the latest opinion of probable Total Project Costs caused by change in general scope extent or character or design requirements of the Project or Construction Costs. Furnish to Agency a final opinion of probable Total Project Costs based on the completed design documents.

Design Phase Engineering Deliverables include the following:

- Monthly progress reports.

- Meeting notes from project meetings.
- 50% complete Drawings and opinions of construction cost.
- 90% complete Drawings and Specifications and opinions of construction cost.
- Final (100% complete) Drawings and Specifications.
- Drawings, specifications and opinions of cost will be provided to Agency in .pdf format.

Task 5 Permits

A WSDOT general permit will be required for the pedestrian signal and traffic signal revisions on SR 504/SR 411 at the I-5 on/off ramps. Consultant will prepare the application and figures and provide to Agency to submit to WSDOT for processing.

Exhibit B - Budget Estimate

Six Rivers Regional Trail System, Phase 2 Design Budget

June 23, 2022



Page 1 of 1

Task	Task Description	Principal	Engr VI	Engr V	Engr III	Engr II	Design Tech	WP	LS	2MSC	Cost
1	Project management	2	2	12	4	0	0	0	0	0	\$1,085
2	Topographic Survey	0	0	2	0	0	0	0	12	24	\$1,884
3	50% Design Documents	2	3	14	32	56	30	0	0	0	\$5,651
4	100% Design Documents	2	2	6	16	44	24	4	0	0	\$4,054
5	WSDOT Permit	0	1	8	2	8	2	0	0	0	\$1,109
Total Hours		6	8	42	54	108	56	4	12	24	
	Direct Rate	\$72.50	\$60.00	\$54.00	\$43.00	\$33.00	\$31.25	\$24.75	\$44.00	\$52.00	
	Total Direct Cost	\$435.00	\$480.00	\$2,268.00	\$2,322.00	\$3,564.00	\$1,750.00	\$99.00	\$528.00	\$1,248.00	\$13,782
	Indirect Cost @ 131.55% of Direct Cost	\$572.24	\$631.44	\$2,983.55	\$3,054.59	\$4,688.44	\$2,302.13	\$130.23	\$694.58	\$1,641.74	\$18,130
	Profit @ 30% of Direct Cost	\$130.50	\$144.00	\$680.40	\$696.60	\$1,069.20	\$525.00	\$29.70	\$158.40	\$374.40	\$4,135
	Subtotal										\$36,047
	Electrical Design										\$13,000
	Mileage										\$100
	Robotic Total Station Equipment										\$500
	Reproduction										\$253
	Total Budget Estimate										\$49,900