



CASTLE ROCK CITY COUNCIL AGENDA

Regular Meeting: Monday, January 13, 2025
7:30 PM

Location

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

AGENDA

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1. CALL TO ORDER

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

2. PROCLAMATIONS & PRESENTATIONS

3. CITIZEN COMMENTS - maximum 3 minutes

4. DEPARTMENT REPORTS

- City Attorney Frank Randolph
- Police Chief Charlie Worley
- Public Works Director Dave Vorse
- City Engineer Tom Gower
- Clerk-Treasurer Carie Cuttonaro

5. COUNCIL AND AD HOC COMMITTEE REPORTS

- Mayor / Mayor Pro-Tempore / Councilmembers
 - 1. 2025 Committee and Departmental Appointments (page 3)
- CRCDA Representative

6. PUBLIC HEARINGS

7. CONSENT AGENDA

- a. Approve the minutes of the December 9, 2024 Regular Council Meeting. (page 4-6)
- b. Approve the December 2024 invoices as described in the Fund Transaction Summary Report in the amount of \$454,008.41. (page 7-8)

8. OLD BUSINESS

9. NEW BUSINESS

- a. Request to excuse Councilmember Simonsen's absences during 2024 due to a medical reason.
- b. 2025-2027 Collective Bargaining Agreement, Teamsters Local 58 - Public Works. The contract has been ratified by the union and is being presented for Council's consideration and approval. (page 9-44)

- c. Memorandum of Understanding between the City of Castle Rock and the Public Works Bargaining Unit, training for the impending replacement of the Public Works Director. (page 45)
- d. Request to terminate planning services contract with SCJ Alliance, effective February 28, 2025.
- e. Professional Services Agreement with Kimley-Horn to provide on-call planning services on a time and materials basis.
- f. TIB Consultant Agreement for ADA Improvements Project Design in the amount of \$61,864.00. (page 46-59)
- g. Gibbs & Olson, Inc. Authorization No. 2025-001 for Al Helenberg Memorial Boat Launch Maintenance Dredging Permit, in the amount of \$41,000. (page 60-62)
- h. Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement for the Six Rivers Regional Trail System, Phase 2 Improvements project, in the amount of \$61,400. (page 63-108)
- i. Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement for the City Wide Pedestrian Improvements project, in the amount of \$115,900.00. (109-157)

10. OTHER BUSINESS

11. ADJOURNMENT

NEXT REGULAR COUNCIL MEETINGS:

<u>1Q25</u>	<u>2Q25</u>	<u>3Q25</u>	<u>4Q25</u>
January 13	April 14	July 14	October 13
January 27	April 28	July 28	October 27
February 10	May 12	August 11	November 10
February 24	Tuesday, May 27	August 25	November 24
March 10	June 09	September 08	December 08
March 24	June 23	September 22	December 22

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

2025 Committee and Departmental Appointments

Council Liaison to City Departments	
Law Enforcement	Lee Kessler
Court	Paul Simonsen
Finance	Art Lee
Library	Ellen Rose
Parks/Public Works	John Whalen

Committee Appointments	Appointed	Alternate
Mosquito Board	Paul Helenberg	
911 Authority Board	Charlie Worley	
Lower Columbia Community Action Council	Paul Helenberg	
Emergency Management Advisory Committee	Paul Helenberg	
Cowlitz Public Health Advisory Committee	Ellen Rose	
Cowlitz-Wahkiakum Council of Governments (CWCOG)	Paul Helenberg	Carie Cuttonaro
Regional Transportation Planning Organization (TAC)	Dave Vorse	
Southwest WA Regional Transportation Planning (SWRTPO)	Paul Simonsen	Dave Vorse
Regional Information Forum	Dave Vorse	Carie Cuttonaro
Cowlitz Economic Development Council	Paul Helenberg	
Watershed Management/Salmon Recovery Committee	Dave Vorse	Paul Helenberg
Regional Utility Board (2 Elected Reps)	Paul Helenberg Art Lee	Dave Vorse
CDBG Home Rehab Committee	Ellen Rose	Art Lee
Chamber of Commerce	Paul Helenberg	Dave Vorse
CARE Coalition	Art Lee	John Whalen
Housing Advisory Committee	Ellen Rose	
Vulnerable Adult Task Force	Charlie Worley	
Public Information Officer (PIO)	David Vorse	
Audit Committee Members (3) Meetings - Ellen Rose, Art Lee Signatures - Ellen Rose, Art Lee, Lee Kessler		

1. CALL TO ORDER

Mayor Paul Helenberg called the regular meeting of the Castle Rock City Council to order at 7:31 PM.

a. Pledge of Allegiance

Mayor Helenberg led the Pledge of Allegiance.

b. Roll Call

Councilmembers present: Art Lee, Lee Kessler, John Whalen, and Ellen Rose.

Staff present: Police Chief Charlie Worley, City Attorney Frank Randolph, Public Works Director Dave Vorse, City Engineer Tom Gower, Public Works Senior Operator Tyler Stone, and Clerk-Treasurer Carie Cuttonaro.

c. Changes to Agenda

2. PROCLAMATIONS & PRESENTATIONS

3. CITIZEN COMMENTS - maximum 3 minutes

4. DEPARTMENT REPORTS

- City Attorney Frank Randolph
- Police Chief Charlie Worley
- Public Works Director Dave Vorse
Public Works Director Dave Vorse gave a verbal report.
- City Engineer Tom Gower
- Clerk-Treasurer Carie Cuttonaro

5. COUNCIL AND AD HOC COMMITTEE REPORTS

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

6. PUBLIC HEARINGS

7. CONSENT AGENDA

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

- a. Approve the minutes of the November 25, 2024, Regular Council Meeting.

- b. Approve the November 2024 invoices as described in the Fund Transaction Summary Report in the amount of \$471,611.09.

8. OLD BUSINESS

9. NEW BUSINESS

- a. Contract for Animal Shelter Services with the Humane Society of Cowlitz County for January 1, 2025 through December 31, 2025 in the amount of \$12,230 plus costs for additional services at an itemized fee, if needed. Additionally, request authority for Police Chief Charlie Worley to sign contract.

Police Chief Charlie Worley presented.

Councilmember Rose made a motion, seconded by Lee, to approve the contract for animal shelter services with the Humane Society of Cowlitz County and authorize Police Chief Charlie Worley to sign. After further discussion, motion carried by roll call vote. Councilmembers Lee, Kessler, Whalen, and Rose voted 'Aye'.

- b. Correspondence received from Bronte Martin - Request to approve of assistance to stray cats and kittens in downtown Castle Rock.

After discussion, this item was tabled until further research can be completed.

- c. Statements of Qualifications for the Six Rivers Regional Trail System (SSRTS) Phase 2 & Citywide Pedestrian Improvements Project have been reviewed and interviews completed. It is the Committee's recommendation to begin negotiating a contract with Gibbs & Olson, Inc.

Public Works Director Dave Vorse presented.

Councilmember Kessler made a motion, seconded by Whalen, to begin negotiating a contract with Gibbs & Olson, Inc. for the Six Rivers Regional Trail System (SSRTS) Phase 2 & Citywide Pedestrian Improvements Project. Motion carried by roll call vote. Councilmembers Lee, Kessler, Whalen, and Rose voted 'Aye'.

- d. Bid Tab Results & Award - Hibbard Street SW Water Main Project (ARPA Obligation)

Staff Recommendation: Award to the lowest bidder, H.D. Fowler, in the amount of \$36,695.04.

Councilmember Kessler made a motion, seconded by Rose, to award the Hibbard Street SW Water Main Project to H.D. Fowler in the amount of \$36,695.04. After further discussion, motion carried by roll call vote. Councilmembers Lee, Kessler, Whalen, and Rose voted 'Aye'.

- e. Bid Tab Results & Award - Powell Rd HDD Waterline Installation (ARPA Obligation)

Gibbs & Olson recommends to award a construction contract in the amount of \$167,245.00 to Rognlin's, Inc. of Aberdeen, Washington. Rognlin's, Inc. was the lowest responsive bidder.

City Engineer Tom Gower presented.

Councilmember Kessler made a motion, seconded by Whalen, to award the Powell Rd HDD Waterline Installation construction project to Rognlin's, Inc. in the amount of \$167,245.00. Motion carried by roll call vote. Councilmembers Lee, Kessler, Whalen, and Rose voted 'Aye'.

10. OTHER BUSINESS

- a. **Added Item**

Request to cancel the December 23, 2024 regular council meeting.

Councilmember Rose made a motion, seconded by Kessler, to cancel the December 23, 2024 regular council meeting. Motion carried by roll call vote. Councilmembers Lee, Kessler, Whalen, and Rose voted 'Aye'.

11. ADJOURNMENT

Mayor Paul Helenberg

Clerk-Treasurer Carie Cuttonaro

As of this date, 1/13/2025, the Council by a majority vote, does approve payment of the vouchers included in the Fund Transaction Summary Report, and further described as:

General Expenditures

<u>Transaction Type</u>	<u>Description</u>	<u>Amount</u>	<u>Payment Date</u>
Adjustment/EFT	EFT#1113-12/2024	186.31	12/3/2024
Adjustment/EFT	EFT#1114-12/2024	18.00	12/10/2024
Adjustment/EFT	EFT#1115-12/2024	7,756.41	12/23/2024
Adjustment/EFT	EFT#1116-12/2024	111.00	12/4/2024
Claims	Check 55828 - Voided	(2,231.92)	12/19/2024
Claims	Check 55842	1,613.51	12/11/2024
Claims	Check 55843 - 55845	3,584.17	12/19/2024
Claims	Check 55846 - 55850	1,450.78	12/31/2024
Claims	Check 55851 - 55916	220,712.86	12/31/2024
		<u>233,201.12</u>	

Payroll Expenditures

<u>Transaction Type</u>	<u>Description</u>	<u>Amount</u>	<u>Payment Date</u>
Mid-Month Draw	Nacha # 1527520	24,150.00	12/15/2024
Mid-Month Draw	Taxes	5,250.00	12/15/2024
Mid-Month Draw	Check		
EOM Payroll	Nacha # 1541986	75,607.67	12/31/2024
EOM Payroll	Check 26764 - 26765	Void - misprint	
EOM Payroll	Check 26766 - 26780	80,901.12	12/31/2024
EOM Payroll	Check 26781	669.93	12/31/2024
EOM Payroll	Check 26782	96.65	12/31/2024
EOM Payroll	Taxes	34,131.92	12/31/2024
Uniform Allowance	Check		
Uniform Allowance	Taxes		
Accrued - Quarterly Payroll Tax - L&I			
Accrued - Quarterly Payroll Tax - ESD			
Accrued - Quarterly Payroll Tax - PFML			
Accrued - Quarterly Payroll Tax - WA CARES			
		<u>220,807.29</u>	

TBD Expenditures

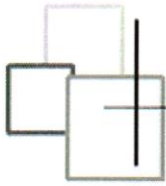
<u>Transaction Type</u>	<u>Description</u>	<u>Amount</u>	<u>Payment Date</u>
Adjustment/EFT	EFT#		
Adjustment/EFT	EFT#		
Claims	Check	-	
Claims	Check		
		<u>-</u>	

	<u>Amount</u>	<u>Payment Date</u>
Grand Total Expenditures	454,008.41	12/1/2024 - 12/31/2024
Fund Transaction Summary Report	454,008.41	
Balance Check (s/b -0-)	-	

Lee Kessler, Audit Committee Member

Art Lee, Audit Committee Member

Ellen Rose, Audit Committee Member



Fund Transaction Summary

Transaction Type: Invoice

Fiscal: 2024 - Dec - Jan - City Council

System Types: Cash Management, Financials, Payroll, Resources, UB2, Utility Billing

Fund Number	Description	Amount
010	General Fund	\$136,386.60
100	Street Fund	\$11,266.48
115	Building Code Account Fund	\$2,143.23
120	Visitor Center Fund	\$514.55
130	Library Fund	\$887.41
145	Local Criminal Justice Fund	\$180.58
170	DOT Spoil Site Fund	\$2,519.83
320	Street Construction Capital Fund	\$2,929.25
400	Water/Sewer Operating Fund	\$134,576.04
410	Regional Water System Fund	\$30,281.80
420	Stormwater Management Fund	\$13,238.21
425	Stormwater Capital Reserve Fund	\$6,395.00
435	Muni Water Capital Improvement	\$110,216.10
470	Muni Sewer Capital Imprv Reserve	\$0.00
475	Boat Launch Facility Fund	\$717.57
634	State Custodial Pass-Thru Fund	\$1,755.76
	Count: 16	\$454,008.41

EMPLOYMENT AGREEMENT

By and between

**CITY OF CASTLE ROCK
PUBLIC WORKS DEPARTMENT**

and

TEAMSTERS LOCAL NO. 58

JANUARY 1, 2025 – DECEMBER 31, 2027

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PREAMBLE

This agreement made and entered into by and between the CITY OF CASTLE ROCK, hereinafter referred to as the “Employer”, and CHAUFFEURS, TEAMSTERS & HELPERS, LOCAL UNION 58, hereinafter referred to as the “Union”, governing wages, hours and working conditions of employment for all regular full time and regular part-time employees of the City of Castle Rock Operations and Maintenance.

ARTICLE 1 – UNION RECOGNITION

1. The Union is recognized as the sole and exclusive bargaining agent for all regular employees in the City of Castle Rock Public Works Department, excluding supervisory and confidential employees, temporary and casual employees, and part-time employees who work twenty (20) hours or less per week. A regular employee is an employee who is appointed to a budgeted position for an indefinite period of time and has a normal work schedule in excess of twenty (20) hours per week.
2. A member in good standing shall be defined as an employee who tenders the periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership in the Union.
3. Upon receipt of a properly executed authorization card signed by the employee, the Employer agrees to deduct all regular union dues and initiation fees from the employee’s pay that are uniformly required to maintain the employee in good standing in the Union. Such deductions are to be transmitted to the Union each month. The Union shall also indemnify the Employer and save the Employer harmless from any and all claims against the City arising out of administration of this Article including the amounts of union dues deducted and withheld from earnings.
4. Bulletin Board. The Employer agrees to supply and provide suitable space for the Union bulletin board in the work location. Postings by the Union on such board shall be confined to official business of the Union and on the Union’s official letterhead or TITANS.

ARTICLE 2 – MANAGEMENT RIGHTS

1. Except as abridged by this contract, the Employer shall retain the exclusive right to exercise the customary functions of management, including but not limited to: directing activities of the department; determining the methods of operation, including introduction of new equipment; the right to hire, layoff, transfer, promote; to discipline or discharge for just cause; to determine work schedules and assign work; to establish performance objectives; to set job standards; and to evaluate performance of employees. Provided, the Castle Rock City Council shall retain the authority to negotiate all items with budgetary impact such as rates of pay, amount of vacation, sick leave and holidays, health insurance, life insurance, overtime rate, call back rate and uniform allowance.

ARTICLE 3 – HOURS OF WORK AND OVERTIME

1. All employees shall work a regular schedule of four (4) consecutive ten (10) hour days (exclusive of a one-half (1/2) hour lunch) Monday through Thursday or Tuesday through Friday with three (3) days off, two (2) of which shall be consecutive, or a regular schedule of five (5) consecutive eight (8) hour days (exclusive of a one-half (1/2) hour lunch) Monday through Friday, as determined by the Supervisor. An employee shall be given five (5) days notice if their regular schedule is changed, except in cases of emergency. The one-half (1/2) hour lunch shall be paid for as work if the employee must respond or is involved in an emergency project and is not able to take or complete their lunch break.
2. All compensable hours over eight (8) or ten (10) hours per day (depending on applicable schedule) or forty (40) hours per week shall be paid at the time and one-half (1½) rate of pay.
3. Employees who are called or assigned to work other than their regular scheduled shift shall receive a minimum of two (2) hours at time and one-half (1½) their regular pay.

Any employee directed by management to engage in work activities remotely (i.e., via telephone and/or virtual) shall receive a minimum compensation for thirty (30) minutes of work at time and one-half (1½) their regular pay.
4. Weekend tests shall be rotated among qualified employees.
5. Employees assigned to be on call shall receive one and one half (1.5) hours at the time and one-half (1½) rate for the weekdays and three (3) hours per day at the time and one-half (1½) rate of pay for Saturdays, Sundays and holidays.
6. All overtime documented and approved by the supervisor, including call time turned in shall be compensated at the time and one-half (1½) rate of pay or time and one-half (1½) compensatory time off at the employee's option. Compensatory time off shall be mutual agreement between the employee and his Supervisor. An employee with one hundred (100) hours of unused compensatory time working overtime shall be paid one and one-half (1½) times his regular rate.

ARTICLE 4 – HOLIDAYS

1. The following shall be recognized as holidays and shall be compensated for at the time and one-half (1½) rate of pay if worked:

New Year's Day	January 1 st
Martin Luther King, Jr. Day	3 rd Monday in January
Presidents' Day	3 rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 th
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veterans Day	November 11 th

Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving Day	4 th Friday in November
Christmas Eve	December 24 th
Christmas Day	December 25 th
Two Floating Holidays*	At Employee's Choice

* The Floating Holidays shall not be paid at the time and one-half (1½) rate if worked.

- Holidays occurring on an employee's day off or during an employee's vacation, shall entitle the employee to an additional day's pay or an additional day off, mutually agreed to. Employees who are scheduled to work on a holiday and are not worked shall be compensated for either eight (8) or ten (10) hours whichever schedule is in effect. Schedules shall not be changed to circumvent the intent of this provision.
- For all employees the holiday shall be on the day designated in paragraph 4.1, and these employees shall be paid at the time and one-half (1½) rate of pay for hours worked on the holiday in addition to their regular pay.

ARTICLE 5 – VACATIONS

- All regular employees in the Public Works Department shall be granted vacation based on the number of continuous months of service completed, calculated from their date of hire. Vacations shall accrue monthly, as follows:

Months of Service	Amount of Monthly Accrual
000 – 012	3.33 hours
013 – 036	6.67 hours
037 – 048	11.33 hours
049 – 060	12.67 hours
061 – 072	13.33 hours
073 – 096	14.00 hours
097 – 132	14.67 hours
133 – 156	15.67 hours
157 – 168	16.00 hours
169 and over	16.67 hours

*Current employees upon ratification will be grandfathered in at their current monthly accrual until they reach the next increase in accrual.

- Employees earn vacation leave accrual credits for their first month of employment if they are placed on the payroll on or before the 15th day of the month and work continuously through the rest of that month.

Terminating employees do not receive vacation leave accrual credits for the month in which they terminate unless they work continuously through the 14th of that month.

- Vacation leave is not available to the employee until after having served six (6) consecutive months of employment. A re-employed or reinstated employee must also have six (6) months of continuous service before being entitled to use vacation leave.

4. Leave credits accumulated are canceled automatically on separation after periods of service of less than six (6) continuous months.
5. Vacation leave shall accumulate to a total of two hundred forty (240) hours. That is, an employee at no time shall have more than two hundred forty (240) hours of accumulated vacation leave, except with prior approval of the supervisor, provided that all such approved time shall be used down to the maximum hours within ninety (90) days of the signed approval date. Employees must utilize up to two (2) weeks of vacation time per year if accrued. Vacation hours accrued in excess of the two hundred forty (240) hour limit will be paid at the employee's regular rate of pay in the month following accrual of the excess hours; unless the employee has requested and obtained a written approval from the Director of Public Works allowing an extension period to use accrued vacation time.
6. All accumulated vacation leave shall be allowed when an employee leaves the employment of the City of Castle Rock for any reason, provided notice has been given. Adequate notice is defined as a written notice submitted to the Department Head at least fourteen (14) days prior to termination of employment.

In case of death, all accumulated vacation leave shall be paid to the estate of the employee.

All payments of terminal leave for the unused vacation leave shall be paid as follows:

Accumulated vacation time shall be paid at the current rate of pay.

At the Employer's option, payment for terminal leave shall be paid at the time of termination or paid on regular pay day as if the employee was using his vacation, however, in no case later than thirty (30) days after his last day of employment, he must be paid all terminal leave.

7. Authorized leave of absence without pay shall not interrupt prior or continuous service. However, the employee shall not be credited with earned vacation leave days during the period of authorized leave of absence without pay.
8. Casual, intermittent or occasional employment shall be considered temporary employment and is not covered by the provisions of this Article. Casual employees shall be defined as an employee who works twenty (20) hours or less per week.
9. The vacation calendar shall be posted no later than January 1st of each calendar year and all employees shall indicate their choice of vacation time by submitting a completed vacation request form to the Public Works Director. The vacation schedule shall be completed by February 1st and preference shall be given seniority in the scheduling of vacations. The vacation selection calendar shall be effective for the period beginning March 1 through the end of February of the following year. The Public Works Director will respond to vacation requests in writing to employees by March 1 of each year. Employees who fail to submit their vacation requests by February 1st shall schedule vacation on a first come, first served basis.

ARTICLE 6 – SENIORITY

1. Employees shall attain seniority after completion of their six (6) month probationary period. Seniority shall be equal to the length of continuous service within the bargaining unit, beginning with the employee's last date of hire. Seniority shall be broken by separation from employment for any reason; provided, however, that an employee recalled from layoff shall have his/her previous seniority credit restored if the recall occurs within one and one-half (1½) years of the layoff. Seniority shall prevail in the scheduling of vacations and days off such as compensatory time and holiday make-up.
2. When a reduction in force occurs, the Employer shall determine the classifications affected and layoff shall be by classification. Provisional, temporary and probationary employees shall be laid off before regular employees. In selecting employees to be laid off, the Employer shall consider qualifications, ability, seniority and the department's needs for special training, skills and experience. If a layoff is made outside of the seniority order, the adversely affected employee may grieve a layoff if the employee feels the City was unreasonable in its determination of layoff order. An employee selected for layoff may bump the least senior employee in a lower related classification if he/she previously performed the duties of the position satisfactorily as a regular employee. Laid off employees shall have no right of accrual or acceleration of benefits during the duration of the layoff. Layoff registers shall be maintained by classification. When a vacancy occurs in a classification, the most senior employee shall be recalled to fill the vacancy, provided the employee previously performed the duties of the position satisfactorily as a regular employee and is fully qualified to perform the position. Employees shall remain on the layoff register for one and one-half (1½) years. They shall lose their right of recall if, as a result of their failure to provide the Employer with correct information on how to communicate with them, the Employer is unable to contact them within seven (7) calendar days. Recalled employees shall re-enter the wage and benefit level at the same level the employee was at when the layoff occurred.
3. The Public Works Department has the following five classifications:

Senior Plant Operator/Public Works Assistant
Treatment Plant Operator II
Wastewater Treatment Plant Operator
Maintenance Employee
Electrician/Control Specialist

The City shall give current employees priority in the filling of all positions provided the applicants are qualified to perform the work and possess the certifications required by the State of Washington. A ninety (90) day probationary period will be required to ensure that employees are able to meet the demands of the position. Employees who do not pass the probationary period shall have the right to return to their previous position and pay level with no loss of seniority.

The classifications are reflective of the classifications in existence at this time and is not intended to preclude newly created classifications.

ARTICLE 7 – SICK LEAVE

1. It is the intent by both parties to be in compliance with the Washington Paid Sick Leave Law but in no event will the sick leave provisions be less than the following: All full time employees shall accrue sick leave benefits at the rate of ten (10) hours for each calendar month of continuous employment. It shall accumulate to a total of eight hundred fifty-six (856) hours.
2. Employees will be granted ten (10) hours of sick leave for the first month of employment if placed on payroll on or before the fifteenth (15th) of the month and if actually working continuously through the rest of the month.
3. All accumulated sick leave may be restored when a previously separated employee is re-employed, subject to the approval of the appointing power. Sick leave may be extended by the appointing power after all accumulated sick leave is exhausted when an employee is injured in the line of duty or contracts a contagious or infectious disease through exposure to such disease in the line of duty.
4. Sick leave may be taken for any of the following reasons:
 - A. Illness or injury which incapacitates the employee to the extent that he/she is unable to perform his/her work.
 - B. Exposure to contagious disease such as would jeopardize the health of fellow workers or the public.
 - C. Doctor or dental appointments.
 - D. Illness or injury in the immediate family requiring the attendance of the employee.
 - E. Absences occasioned by the illness or injury of a child of the employee with a health condition as defined in WAC 296-130-020 (10).
 - F. A spouse, parent, parent-in-law or grandparent of the employee who has a serious health condition or emergency condition also defined in WAC 296-130-020 (11) and (12).
 - G. An employee's place of business, or their child's school or place of care has been closed by order of a public official for any health-related reason.
 - H. An employee who qualifies for leave under Chapter 49.76 RCW – Domestic Violence Leave Act.
5. Payment for sick leave will be made only when approved by the appointing power.
Only working days are charged and at the rate of actual hours of leave for actual hours of absence.
6. At the employee's option, vacation leave may be used as sick leave but sick leave may not be used as vacation leave.
7. An employee receiving industrial insurance shall not receive sick leave benefits, provided however, if such industrial disability benefits are less than the amount of sick

benefits provided herein for such period, such employee shall receive sick leave benefits sufficient to make his/her total benefits equal to his/her regular salary. An employee receiving industrial insurance who has no accrued sick leave benefits may use vacation benefits to supplement his/her insurance benefits, the total not to exceed his/her regular salary.

8. Doctor's certificate of illness may be required by the Employer at the time the employee returns to work when he is absent because of illness or injury more than three (3) consecutive days.
9. Employees may not hold more than eight-hundred fifty-six (856) hours of sick leave in their sick leave bank. Upon accumulating eight hundred fifty-six (856) hours, of sick leave an employee shall exchange all additional accumulated sick leave for pay at the rate of fifty percent (50%). Since an employee is granted ten (10) hours of sick leave per each completed month of service an employee having eight hundred fifty-six (856) hours of sick leave in their sick leave bank shall be paid five (5) additional hours of pay on the paycheck of the month immediately following any month wherein they accrue, but do not utilize an additional day or ten (10) hours of sick leave.

Buy back of accumulated sick leave hours shall be at the employee's current straight time rate of pay.

Employees who are discharged for cause shall not be entitled to receive a buy back of their accumulated sick leave.

10. Employees separating employment with the City shall be entitled to receive a buyout of twenty percent (20%) of their accumulated sick leave hours providing they have been employed by the City for less than eleven (11) years. Employees who have been employed by the City for eleven (11) years or more shall receive a buyout of twenty-five percent (25%) of their accumulated sick leave hours. Sick leave buy out shall be at the employee's current straight time rate of pay.

Employees who are discharged for cause shall not be entitled to receive a buyout of their accumulated sick leave.

11. In case of death, all accumulated sick leave shall be paid to the beneficiary of the employee.

ARTICLE 8 – UNIFORMS

1. All employees shall be furnished with coveralls, gloves, and any necessary safety equipment as needed.
2. The Employer shall launder coveralls.
3. Effective January 1, 2025, all regular employees shall receive a uniform allowance of seven hundred fifty dollars (\$750.00). Uniform allowances will be paid on the first pay period of each calendar year. The City reserves the right to require items purchased under the provisions of Section 8.3 to be embroidered or silk screened with the employee's first name and the City logo. The City shall bear the costs of such embroidering or silk screening. Rain gear must be high visibility material, such as

yellow, orange or lime green. Gear must be OSHA/WISHA approved, where applicable. Work shoes and boots shall be steel or ANSI approved composite toe, ankle support type. All new employees will receive one-half (1/2) of the uniform allowance within the first thirty (30) days of employment. Upon successful completion of their probationary period, new employees will receive the remaining half of the uniform allowance. In no event will the uniform allowance exceed \$750.00 in a calendar year for a new employee.

City shall purchase one (1) set per employee of protective gear for the Sewer work, with the gear to be stored at the Wastewater Treatment Plant. The gear selected shall be determined by the Department Supervisor, OSHA/WISHA approved, with input from crew. Currently this Personal Protective Equipment (PPE) consists of the following:

Count	Item
1 pair	Rain pants or bibs
1 each	Rain coat
1 each	Face shield
1 pair	Goggles
1 each	Half-mask respirator
1 pair	Rubber boots
1 pair	Forearm length rubber gloves
1 pair	Shoulder length rubber gloves

When the employee leaves city employment, this PPE shall remain with the city. The employee is responsible for securing, maintaining, cleaning and care of this equipment. If PPE is lost or destroyed due to employee negligence or misuse, then the employee will repurchase the necessary equivalent equipment within a reasonable time (no more than 60 days) at their own expense. This equipment cost is not a part of the work apparel, boot or rain gear allowance. This city will provide adequate lockers and locks to secure PPE. Locks will belong to the city and only the assigned employee and Public Works Director will have access. Any issues of negligence are subject to the grievance procedure.

ARTICLE 9 – EQUIPMENT

1. Employees shall not be required to operate unsafe or mechanically unsound equipment.

ARTICLE 10 – DISCHARGE OR SUSPENSION

1. An employee shall not be discharged or suspended without cause and notice shall be sent in writing to the Union. In the event an employee is discharged or suspended he may request an investigation, and should such investigation establish a lack of cause, he shall be reinstated without loss of pay. In the event the Supervisor and the Union cannot agree on the discharge or suspension after a fair hearing the discharge or suspension may be processed through the grievance procedure.

ARTICLE 11 – GRIEVANCE PROCEDURE

1. A grievance shall be defined as an issue raised relating to the alleged violation of an express term or provision of this Agreement, or alleged improper disciplinary action against an employee.
2. A grievance may be initiated with Employer within thirty (30) calendar days of the Union's or grievant's knowledge of the alleged violation, but in no event may a grievance be initiated after ninety (90) calendar days of the alleged violation or disciplinary action.
3. Step One: Oral Discussion. Employees may notify their supervisor of the grievance and then, if they so desire, shall discuss the grievance with the Union Representative. If the Union Representative considers the grievance to be valid, then the employee and/or the Union Representative will contact the Public Works Director to effect a settlement of the complaint.
4. Step Two: Written Submission. If the grievance is not resolved to the Union's satisfaction at Step One, the Union shall, within ten (10) calendar days, submit the grievance in writing to the Public Works Director (PWD). Within ten (10) calendar days after the PWD receipt of the grievance, the PWD and Union shall meet to discuss the grievance and, within seven (7) calendar days after the meeting, the PWD shall give the Union and the grievant a written answer to the grievance.
5. Step Three: Appeal. If the grievance is not resolved to the Union's, or grievant's satisfaction at Step Two, the Union shall, within ten (10) calendar days, submit the grievance in writing to the Mayor or his/her designee. Within ten (10) calendar days after the Mayor's or designee's receipt of the grievance, the parties shall hold a grievance meeting to discuss the grievance. The Mayor or designee shall give the Union a written answer to the grievance within ten (10) calendar days after the grievance meeting.
6. Step Four: Arbitration. The Union may appeal an adverse decision of the Mayor or designee to a neutral arbitrator. The Union shall give written notice to the Employer of its intent to submit a grievance to arbitration within thirty (30) calendar days of the Mayor's decision. The Union shall, within ten (10) calendar days of the Union's request to arbitrate, request a list of seven (7) independent arbitrators from the Federal Mediation and Conciliation Service. The right to first strike from the list shall be determined by a flip of a coin.
7. In accordance with any arbitration proceeding held pursuant to this Agreement, it shall be understood by the parties involved that:
 - A. In any arbitration proceeding held pursuant to this Agreement, the Arbitrator shall have no authority to render any decision that will add to, subtract from or alter, change or modify the terms of this Agreement. The power of the Arbitrator shall be limited to interpretation or application of the express terms of this Agreement, and all other matters, including negotiations, shall be excluded from arbitration.

- B. The decision of the Arbitrator shall be made, in writing, after the conclusion of testimony and shall be final and binding on both parties.
 - C. The cost of the Arbitrator shall be borne equally by the Employer and the Union, and each party shall bear the cost of presenting its own case. Either party may request that a stenographic record of the hearing be made. The party requesting such record shall bear the cost thereof, provided, however, that if the other party requests a copy, such cost shall be shared equally.
8. Time limits provided for herein may be waived by written agreement of the parties. If the Employer fails to answer a grievance within the time limit, the Union may immediately advance the grievance to the next step.

ARTICLE 12 – HEALTH AND WELFARE

1. Effective January 1, 2025, the City agrees to provide health, dental and vision insurance to employees through the Oregon Teamsters Employers Trust (OTET) for every employee covered by this Agreement who was compensated for eighty (80) hours or more during the preceding month. The plans will be the current FW-L, D-6 and V-4 for medical, dental and vision.

Effective January 1, 2025, the City hereby agrees to pay to Oregon Teamsters Employers Trust (OTET) one hundred percent (100%) of the cost of the insurance premium on behalf of each eligible employee as specified above throughout. Thereafter and during the life of this Agreement, effective January 1, 2026, the Employer will pay all increases toward the premium, up to a maximum of six percent (6%) from the previous year's total cost of the package of benefits identified in this Article. Should the increases exceed six percent (6%) during the contract year, either party may re-open the agreement for the purposes of negotiation of wages and health and welfare only. Either party shall serve notice of such intention upon the other party within sixty (60) days prior to January 1 of any contract year.

2. Should the Oregon Teamsters Employers Trust (OTET) determine it is necessary to increase the monthly premium rates to maintain the same level of benefits as described above the City shall pay the total cost of increased rates except as stipulated above.
3. Effective January 1, 2025 (based on December hours) and throughout the term of this Agreement the City shall provide life insurance to each member of this bargaining unit through AWC through-out the term of this Agreement in the amount of fifty thousand dollars (\$50,000.00). It is understood that the City shall pay the full cost of the AWC life insurance policy.
4. Employees who have worked eight hundred twenty (820) hours in employment in Washington during the "qualifying period" and have experienced a "qualifying event" are eligible to apply for the Washington Paid Family & Medical Leave. This plan allows:
 - Up to 12 weeks of medical leave to recover from or get treatment for a "serious health condition", or family leave to take care of a qualifying family member who

is ill or injured with a “serious health condition” or to bond with a new child or for certain military events.

- Up to 16 weeks of combined medical and family leave if you have events covered by both in the same claim year.
- Up to 18 weeks of combined medical and family leave if you experience a condition in pregnancy that results in incapacity, like being put on bedrest, and then take bonding leave.

You may receive up to 90 percent of your average weekly wage, depending on your income, to a maximum of \$1,000 per week. See www.paidleave.wa.gov for more details, or to apply.

The City shall provide Long Term Disability to all employees identified in Article 14 – Salaries, the amount of 60% of monthly earnings to a maximum benefit of \$4,500 per month. Elimination period of 90 days applies. See Group Insurance Policy for more details. Maximum Period of Payment:

Age at Disability	Maximum Period of Payment
Less than age 60	To age 65, but not less than 5 years
Age 60	60 months
Age 61	48 months
Age 62	42 months
Age 63	36 months
Age 64	30 months
Age 65	24 months
Age 66	21 months
Age 67	18 months
Age 68	15 months
Age 69 and over	12 months

5. The City will participate in the Oregon Teamster Employer’s Trust Health Care Reimbursement Plan (H.C.R.P.) for eligible employees. The Employer agrees to make monthly contributions of twenty-five (\$25.00), less any administrative fee charged for employees participating in the Plan. The Employer agrees to participation pursuant to the terms of the Oregon Teamster Employers Trust Health Care Reimbursement Plan.

ARTICLE 13 – BEREAVEMENT LEAVE

1. When a death occurs in a regular employee’s immediate family, the employee may take up to three (3) working days of paid bereavement leave, one of which shall be the day of the funeral of the deceased. Scheduling of bereavement leave will be by mutual agreement between the employee and the Department Head. An employee is not paid for any consecutive days off if the employee would not otherwise have been entitled to compensation for that day. Bereavement leave pay shall be that amount the regular employee would have earned had the employee worked his/her regular work schedule

during the leave. An employee may be granted bereavement leave prior to completion of the trial period.

2. "Immediate Family" as used in this policy is defined as an employee's spouse, parents, ~~step-parents~~stepparents, children, ~~step-children~~stepchildren, grandchildren, great-grandchildren, brothers, sisters, step-brothers, step-sisters or grandparents, or the spousal equivalent.
3. One (1) day shall be granted to an employee for this purpose for aunt, uncle, cousin, niece or nephew.

ARTICLE 14 – SALARIES

1. Effective January 1, 2025, each Classification shall be increased three percent (3%).

Position Title	12/31/2024 Salary (per month)	Salary Adjustment	COLA (3%)	1/1/2025 Salary (per month)
Senior Plant Operator/Public Works Assistant	\$6,181.16	0	\$185.43	\$6,366.59
Treatment Plant Operator II	\$5,477.95	0	\$164.34	\$5,642.29
<u>Wastewater</u> Treatment Plant Operator	\$5,121.42	4% 204.86	\$159.79	\$5,486.07
Maintenance Employee	\$4,464.30	4% 178.57	\$139.29	\$4,782.16
Electrician/Control Specialist	\$7,196.24	4% 287.85	\$224.52	\$7,708.61

Employees shall receive fifty dollars (\$50.00) per month less than the above rates for the first six (6) months of employment.

2. Effective January 1, 2026, each Classification shall be increased by 100% of the increase of the June 2024 to June 2025 All Cities CPI-W Index with a minimum of two percent (2%) and a maximum of three percent (3%).
3. Effective January 1, 2027, each Classification shall be increased by 100% of the increase of the June 2025 to June 2026 All Cities CPW-W Index with a minimum of two percent (2%) and a maximum of three percent (3%).

ARTICLE 15 – LONGEVITY

1. All employees who qualify shall receive longevity premiums in addition to their salaries based on the following schedule:

Commencing the 3 rd year – 5 years longevity	+3% of base pay
Commencing the 6 th year – 8 years longevity	+5% of base pay
Commencing the 9 th year – 12 years longevity	+7% of base pay
Commencing the 13 th year – 19 years longevity	+8% of base pay

Commencing the 20 th year or more longevity	+10% of base pay
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ARTICLE 16 – CERTIFICATION

1. The City shall pay for any certification training which it requires employees to attend.

New employees may earn a maximum of one (1) water, one (1) wastewater and one (1) other certification, as long as the certification is not part of their regular job description, within one year from when they are hired. On Employee's anniversary date, additional certifications may be obtained following the schedule identified in this section. Certification increase will begin when employee presents information of successful certification completion to the payroll personnel.

Employees hired before December 31, 2024, shall be subject to calendar year (January 1, the following year).

Employees that obtain certification(s) consistent with the provisions in this section shall be incorporated into the employees' base rate of pay and remain in effect as conditioned herein.

Employees hired before December 31, 2004 - Additional Certifications Schedule:

Effective January 1, 2025 – December 31, 2025: additional certifications may be obtained, limited to two (2) at the employee's choice that are not part of their regular job description.

Effective January 1, 2026 – December 31, 2026: additional certifications may be obtained, limited to two (2) at the employee's choice that are not part of their regular job description.

Effective January 1, 2027 – December 31, 2027: additional certifications may be obtained, limited to two (2) at the employee's choice that are not part of their regular job description.

Certification Rate Schedule

Certification	Group	Rate of Premium Pay per Hour	Positions Eligible for Certification Pay
Water Distribution Manager I	Water	0.30	Maintenance Employee
Water Distribution Manager II	Water	0.35	Maintenance Employee, <u>Wastewater</u> Treatment Plant Operator
Water Distribution Manager III	Water	0.50	All Positions
Water Treatment Plant Operator I	Water	0.40	Maintenance Employee
Water Treatment Plant Operator II	Water	0.45	Maintenance Employee, <u>Wastewater</u> Treatment Plant Operator
Water Treatment Plant Operator III	Water	0.50	Maintenance Employee, <u>Wastewater</u> Treatment

			Plant Operator, Treatment Plant Operator II
Wastewater Treatment Plant Operator I	Wastewater	0.40	Maintenance Employee
Wastewater Treatment Plant Operator II	Wastewater	0.45	Maintenance Employee
Wastewater Treatment Plant Operator III	Wastewater	0.50	All Positions
Cross Connection Specialist	Water	0.35	Maintenance Employee
Flagger	Other	0.20	Maintenance Employee
Pesticide application license	Other	0.50	All Positions Maintenance Employee, Treatment Plant Operator, Treatment Plant Operator II, Senior Plant Operator /Public Works Assistant
Competent Person (Trench Safety)	Other	0.35	All Positions Maintenance Employee, Treatment Plant Operator, Treatment Plant Operator II, Senior Plant Operator /Public Works Assistant
Sewer Collection	Wastewater	0.35	Maintenance Employee
Class A CDL	Other	0.40	All Positions Maintenance Employee, Treatment Plant Operator, Treatment Plant Operator II, Senior Plant Operator /Public Works Assistant
Class B CDL	Other	0.30	Maintenance Employee
Confined Spaces	Other	0.35	All Positions Maintenance Employee, Treatment Plant Operator, Treatment Plant Operator II, Senior Plant Operator /Public Works Assistant
<u>FEMA Incident Command System (ICS-100)</u> <u>(Must be renewed every 4 years)</u>	<u>Other</u>	<u>0.10</u>	<u>All Positions</u>
<u>FEMA Incident Command System (ICS-200)</u> <u>(Must be renewed every 4 years)</u>	<u>Other</u>	<u>0.10</u>	<u>All Positions</u>
<u>FEMA Incident Command System (ICS-700)</u> <u>(Must be renewed every 4 years)</u>	<u>Other</u>	<u>0.10</u>	<u>All Positions</u>
<u>FEMA Incident Command System (ICS-800)</u> <u>(Must be renewed every 4 years)</u>	<u>Other</u>	<u>0.10</u>	<u>All Positions</u>

Certification increase will begin when employee presents information of successful certification completion to the payroll personnel.

ARTICLE 17 – WORK IN HIGHER CLASSIFICATIONS

~~1. Employees temporarily assigned to positions (Treatment Plant Operator, Senior Plant Operator, and Public Works Director) with a higher pay range for a of three (3) days or more, shall be paid an additional ten percent (10%) over their base pay level for the full period worked in the temporary assignment.~~

~~2. “Official-in-Charge” Pay~~

~~In the Public Works Director’s absence, any regular full-time employee who is assigned as the “Official-in-Charge” for three (3) or more consecutive regular shifts shall be paid 10% (processed as “OIC” pay) over the employee’s normal base pay.~~

ARTICLE 18 – WORK STOPPAGE

1. The Employer and the Union signatory to this Agreement, agree that the public interest requires the efficient and uninterrupted performance of all city service, and to this end, pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, the Union and/or the employees covered by this Agreement shall not cause or engage in any work stoppage, strike, or other interference with City functions. Employees covered by this Agreement who engage in any of the foregoing actions shall be subject to such disciplinary actions as may be determined by the Employer.

Employees shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, boycott, slowdown, mass sick call or any form of work stoppage, refusal to perform duties or other interruptions of work. In addition, employees who engage in or encourage such actions shall be subject to discipline or discharge, as may be determined by the Employer.

ARTICLE 19 – RETIREMENT

1. The City shall continue to pay the required Department of Retirement Systems contribution levels to the Washington State Public Employee Retirement System.
2. Western Conference of Teamsters Pension Plan: Effective January 1, 2025, the City shall contribute thirty-five cents (\$0.35) per hour, for all hours for which covered employees are paid up to 2080 hours per year, to the Western Conference of Teamsters Pension Trust on account of each employee identified in Article 14 – Salaries. All contributions are to be allocated to the Basic Plan.

At the time of ratification of this Agreement, affected bargaining unit employees may, by majority vote, elect whether to divert additional denomination from negotiated wage increases into this pension program to be paid on all compensable hours up to a maximum of 2080 hours annually. Deferrals, if any shall be effective January 1 of each contract year. All contributions are to be allocated to the Basic Plan.

Effective January 1, 2025, each employee identified in Article 14 – Salaries, shall divert seventy-five cents (\$0.75) per hour, as a payroll diversion, for all hours for which covered employees are paid up to 2080 hours per year, to the Western Conference of Teamsters Pension Trust. All contributions are to be allocated to the Basic Plan.

The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trustee's of said Trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such amounts paid on account of each employee performing the work of the bargaining unit. Failure to make all payments herein provided for within the time specific, shall be breach of this Agreement.

ARTICLE 20 – DURATION OF AGREEMENT

1. This Agreement shall be in full force and effect from January 1, 2025, to and including December 31, 2027, and shall continue in effect from year to year thereafter unless either party gives notice, in writing, at least sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such Agreement. The City and the Union agree to a re-opening of the agreement on December 31, 2026 for the purposes of negotiation of wages and health and welfare only. Such negotiated changes shall become effective January 1 of the following year and continue through expiration of the agreement. Either party shall serve notice of such intention upon the other party at least sixty (60) days prior to December 31, 2027.

Dated this _____ day of _____ 2024.

**FOR: CITY OF CASTLE ROCK
PUBLIC WORKS DEPARTMENT**

BY: _____
Paul Helenberg, Mayor

FOR: TEAMSTERS LOCAL NO. 58

BY: _____
Justin Baptista, Business Representative
Teamsters Local No. 58

BY: _____
Carie Cuttonaro, Clerk-Treasurer

EMPLOYMENT AGREEMENT

By and between

**CITY OF CASTLE ROCK
PUBLIC WORKS DEPARTMENT**

and

TEAMSTERS LOCAL NO. 58

JANUARY 1, 2025 – DECEMBER 31, 2027

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PREAMBLE

This agreement made and entered into by and between the CITY OF CASTLE ROCK, hereinafter referred to as the “Employer”, and CHAUFFEURS, TEAMSTERS & HELPERS, LOCAL UNION 58, hereinafter referred to as the “Union”, governing wages, hours and working conditions of employment for all regular full time and regular part-time employees of the City of Castle Rock Operations and Maintenance.

ARTICLE 1 – UNION RECOGNITION

1. The Union is recognized as the sole and exclusive bargaining agent for all regular employees in the City of Castle Rock Public Works Department, excluding supervisory and confidential employees, temporary and casual employees, and part-time employees who work twenty (20) hours or less per week. A regular employee is an employee who is appointed to a budgeted position for an indefinite period of time and has a normal work schedule in excess of twenty (20) hours per week.
2. A member in good standing shall be defined as an employee who tenders the periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership in the Union.
3. Upon receipt of a properly executed authorization card signed by the employee, the Employer agrees to deduct all regular union dues and initiation fees from the employee’s pay that are uniformly required to maintain the employee in good standing in the Union. Such deductions are to be transmitted to the Union each month. The Union shall also indemnify the Employer and save the Employer harmless from any and all claims against the City arising out of administration of this Article including the amounts of union dues deducted and withheld from earnings.
4. Bulletin Board. The Employer agrees to supply and provide suitable space for the Union bulletin board in the work location. Postings by the Union on such board shall be confined to official business of the Union and on the Union’s official letterhead or TITANS.

ARTICLE 2 – MANAGEMENT RIGHTS

1. Except as abridged by this contract, the Employer shall retain the exclusive right to exercise the customary functions of management, including but not limited to: directing activities of the department; determining the methods of operation, including introduction of new equipment; the right to hire, layoff, transfer, promote; to discipline or discharge for just cause; to determine work schedules and assign work; to establish performance objectives; to set job standards; and to evaluate performance of employees. Provided, the Castle Rock City Council shall retain the authority to negotiate all items with budgetary impact such as rates of pay, amount of vacation, sick leave and holidays, health insurance, life insurance, overtime rate, call back rate and uniform allowance.

ARTICLE 3 – HOURS OF WORK AND OVERTIME

1. All employees shall work a regular schedule of four (4) consecutive ten (10) hour days (exclusive of a one-half (1/2) hour lunch) Monday through Thursday or Tuesday through Friday with three (3) days off, two (2) of which shall be consecutive, or a regular schedule of five (5) consecutive eight (8) hour days (exclusive of a one-half (1/2) hour lunch) Monday through Friday, as determined by the Supervisor. An employee shall be given five (5) days notice if their regular schedule is changed, except in cases of emergency. The one-half (1/2) hour lunch shall be paid for as work if the employee must respond or is involved in an emergency project and is not able to take or complete their lunch break.
2. All compensable hours over eight (8) or ten (10) hours per day (depending on applicable schedule) or forty (40) hours per week shall be paid at the time and one-half (1½) rate of pay.
3. Employees who are called or assigned to work other than their regular scheduled shift shall receive a minimum of two (2) hours at time and one-half (1½) their regular pay.

Any employee directed by management to engage in work activities remotely (i.e., via telephone and/or virtual) shall receive a minimum compensation for thirty (30) minutes of work at time and one-half (1½) their regular pay.
4. Weekend tests shall be rotated among qualified employees.
5. Employees assigned to be on call shall receive one and one half (1.5) hours at the time and one-half (1½) rate for the weekdays and three (3) hours per day at the time and one-half (1½) rate of pay for Saturdays, Sundays and holidays.
6. All overtime documented and approved by the supervisor, including call time turned in shall be compensated at the time and one-half (1½) rate of pay or time and one-half (1½) compensatory time off at the employee's option. Compensatory time off shall be mutual agreement between the employee and his Supervisor. An employee with one hundred (100) hours of unused compensatory time working overtime shall be paid one and one-half (1½) times his regular rate.

ARTICLE 4 – HOLIDAYS

1. The following shall be recognized as holidays and shall be compensated for at the time and one-half (1½) rate of pay if worked:

New Year's Day	January 1 st
Martin Luther King, Jr. Day	3 rd Monday in January
Presidents' Day	3 rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 th
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veterans Day	November 11 th

Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving Day	4 th Friday in November
Christmas Eve	December 24 th
Christmas Day	December 25 th
Two Floating Holidays*	At Employee's Choice

* The Floating Holidays shall not be paid at the time and one-half (1½) rate if worked.

- Holidays occurring on an employee's day off or during an employee's vacation, shall entitle the employee to an additional day's pay or an additional day off, mutually agreed to. Employees who are scheduled to work on a holiday and are not worked shall be compensated for either eight (8) or ten (10) hours whichever schedule is in effect. Schedules shall not be changed to circumvent the intent of this provision.
- For all employees the holiday shall be on the day designated in paragraph 4.1, and these employees shall be paid at the time and one-half (1½) rate of pay for hours worked on the holiday in addition to their regular pay.

ARTICLE 5 – VACATIONS

- All regular employees in the Public Works Department shall be granted vacation based on the number of continuous months of service completed, calculated from their date of hire. Vacations shall accrue monthly, as follows:

Months of Service	Amount of Monthly Accrual
000 – 012	3.33 hours
013 – 036	6.67 hours
037 – 048	11.33 hours
049 – 060	12.67 hours
061 – 072	13.33 hours
073 – 096	14.00 hours
097 – 132	14.67 hours
133 – 156	15.67 hours
157 – 168	16.00 hours
169 and over	16.67 hours

*Current employees upon ratification will be grandfathered in at their current monthly accrual until they reach the next increase in accrual.

- Employees earn vacation leave accrual credits for their first month of employment if they are placed on the payroll on or before the 15th day of the month and work continuously through the rest of that month.

Terminating employees do not receive vacation leave accrual credits for the month in which they terminate unless they work continuously through the 14th of that month.

- Vacation leave is not available to the employee until after having served six (6) consecutive months of employment. A re-employed or reinstated employee must also have six (6) months of continuous service before being entitled to use vacation leave.

4. Leave credits accumulated are canceled automatically on separation after periods of service of less than six (6) continuous months.
5. Vacation leave shall accumulate to a total of two hundred forty (240) hours. That is, an employee at no time shall have more than two hundred forty (240) hours of accumulated vacation leave, except with prior approval of the supervisor, provided that all such approved time shall be used down to the maximum hours within ninety (90) days of the signed approval date. Employees must utilize up to two (2) weeks of vacation time per year if accrued. Vacation hours accrued in excess of the two hundred forty (240) hour limit will be paid at the employee's regular rate of pay in the month following accrual of the excess hours; unless the employee has requested and obtained a written approval from the Director of Public Works allowing an extension period to use accrued vacation time.
6. All accumulated vacation leave shall be allowed when an employee leaves the employment of the City of Castle Rock for any reason, provided notice has been given. Adequate notice is defined as a written notice submitted to the Department Head at least fourteen (14) days prior to termination of employment.

In case of death, all accumulated vacation leave shall be paid to the estate of the employee.

All payments of terminal leave for the unused vacation leave shall be paid as follows:

Accumulated vacation time shall be paid at the current rate of pay.

At the Employer's option, payment for terminal leave shall be paid at the time of termination or paid on regular pay day as if the employee was using his vacation, however, in no case later than thirty (30) days after his last day of employment, he must be paid all terminal leave.

7. Authorized leave of absence without pay shall not interrupt prior or continuous service. However, the employee shall not be credited with earned vacation leave days during the period of authorized leave of absence without pay.
8. Casual, intermittent or occasional employment shall be considered temporary employment and is not covered by the provisions of this Article. Casual employees shall be defined as an employee who works twenty (20) hours or less per week.
9. The vacation calendar shall be posted no later than January 1st of each calendar year and all employees shall indicate their choice of vacation time by submitting a completed vacation request form to the Public Works Director. The vacation schedule shall be completed by February 1st and preference shall be given seniority in the scheduling of vacations. The vacation selection calendar shall be effective for the period beginning March 1 through the end of February of the following year. The Public Works Director will respond to vacation requests in writing to employees by March 1 of each year. Employees who fail to submit their vacation requests by February 1st shall schedule vacation on a first come, first served basis.

ARTICLE 6 – SENIORITY

1. Employees shall attain seniority after completion of their six (6) month probationary period. Seniority shall be equal to the length of continuous service within the bargaining unit, beginning with the employee's last date of hire. Seniority shall be broken by separation from employment for any reason; provided, however, that an employee recalled from layoff shall have his/her previous seniority credit restored if the recall occurs within one and one-half (1½) years of the layoff. Seniority shall prevail in the scheduling of vacations and days off such as compensatory time and holiday make-up.
2. When a reduction in force occurs, the Employer shall determine the classifications affected and layoff shall be by classification. Provisional, temporary and probationary employees shall be laid off before regular employees. In selecting employees to be laid off, the Employer shall consider qualifications, ability, seniority and the department's needs for special training, skills and experience. If a layoff is made outside of the seniority order, the adversely affected employee may grieve a layoff if the employee feels the City was unreasonable in its determination of layoff order. An employee selected for layoff may bump the least senior employee in a lower related classification if he/she previously performed the duties of the position satisfactorily as a regular employee. Laid off employees shall have no right of accrual or acceleration of benefits during the duration of the layoff. Layoff registers shall be maintained by classification. When a vacancy occurs in a classification, the most senior employee shall be recalled to fill the vacancy, provided the employee previously performed the duties of the position satisfactorily as a regular employee and is fully qualified to perform the position. Employees shall remain on the layoff register for one and one-half (1½) years. They shall lose their right of recall if, as a result of their failure to provide the Employer with correct information on how to communicate with them, the Employer is unable to contact them within seven (7) calendar days. Recalled employees shall re-enter the wage and benefit level at the same level the employee was at when the layoff occurred.
3. The Public Works Department has the following five classifications:

Senior Plant Operator/Public Works Assistant
Treatment Plant Operator II
Wastewater Treatment Plant Operator
Maintenance Employee
Electrician/Control Specialist

The City shall give current employees priority in the filling of all positions provided the applicants are qualified to perform the work and possess the certifications required by the State of Washington. A ninety (90) day probationary period will be required to ensure that employees are able to meet the demands of the position. Employees who do not pass the probationary period shall have the right to return to their previous position and pay level with no loss of seniority.

The classifications are reflective of the classifications in existence at this time and is not intended to preclude newly created classifications.

ARTICLE 7 – SICK LEAVE

1. It is the intent by both parties to be in compliance with the Washington Paid Sick Leave Law but in no event will the sick leave provisions be less than the following: All full time employees shall accrue sick leave benefits at the rate of ten (10) hours for each calendar month of continuous employment. It shall accumulate to a total of eight hundred fifty-six (856) hours.
2. Employees will be granted ten (10) hours of sick leave for the first month of employment if placed on payroll on or before the fifteenth (15th) of the month and if actually working continuously through the rest of the month.
3. All accumulated sick leave may be restored when a previously separated employee is re-employed, subject to the approval of the appointing power. Sick leave may be extended by the appointing power after all accumulated sick leave is exhausted when an employee is injured in the line of duty or contracts a contagious or infectious disease through exposure to such disease in the line of duty.
4. Sick leave may be taken for any of the following reasons:
 - A. Illness or injury which incapacitates the employee to the extent that he/she is unable to perform his/her work.
 - B. Exposure to contagious disease such as would jeopardize the health of fellow workers or the public.
 - C. Doctor or dental appointments.
 - D. Illness or injury in the immediate family requiring the attendance of the employee.
 - E. Absences occasioned by the illness or injury of a child of the employee with a health condition as defined in WAC 296-130-020 (10).
 - F. A spouse, parent, parent-in-law or grandparent of the employee who has a serious health condition or emergency condition also defined in WAC 296-130-020 (11) and (12).
 - G. An employee's place of business, or their child's school or place of care has been closed by order of a public official for any health-related reason.
 - H. An employee who qualifies for leave under Chapter 49.76 RCW – Domestic Violence Leave Act.
5. Payment for sick leave will be made only when approved by the appointing power.
Only working days are charged and at the rate of actual hours of leave for actual hours of absence.
6. At the employee's option, vacation leave may be used as sick leave but sick leave may not be used as vacation leave.
7. An employee receiving industrial insurance shall not receive sick leave benefits, provided however, if such industrial disability benefits are less than the amount of sick

benefits provided herein for such period, such employee shall receive sick leave benefits sufficient to make his/her total benefits equal to his/her regular salary. An employee receiving industrial insurance who has no accrued sick leave benefits may use vacation benefits to supplement his/her insurance benefits, the total not to exceed his/her regular salary.

8. Doctor's certificate of illness may be required by the Employer at the time the employee returns to work when he is absent because of illness or injury more than three (3) consecutive days.
9. Employees may not hold more than eight-hundred fifty-six (856) hours of sick leave in their sick leave bank. Upon accumulating eight hundred fifty-six (856) hours, of sick leave an employee shall exchange all additional accumulated sick leave for pay at the rate of fifty percent (50%). Since an employee is granted ten (10) hours of sick leave per each completed month of service an employee having eight hundred fifty-six (856) hours of sick leave in their sick leave bank shall be paid five (5) additional hours of pay on the paycheck of the month immediately following any month wherein they accrue, but do not utilize an additional day or ten (10) hours of sick leave.

Buy back of accumulated sick leave hours shall be at the employee's current straight time rate of pay.

Employees who are discharged for cause shall not be entitled to receive a buy back of their accumulated sick leave.

10. Employees separating employment with the City shall be entitled to receive a buyout of twenty percent (20%) of their accumulated sick leave hours providing they have been employed by the City for less than eleven (11) years. Employees who have been employed by the City for eleven (11) years or more shall receive a buyout of twenty-five percent (25%) of their accumulated sick leave hours. Sick leave buy out shall be at the employee's current straight time rate of pay.

Employees who are discharged for cause shall not be entitled to receive a buyout of their accumulated sick leave.

11. In case of death, all accumulated sick leave shall be paid to the beneficiary of the employee.

ARTICLE 8 – UNIFORMS

1. All employees shall be furnished with coveralls, gloves, and any necessary safety equipment as needed.
2. The Employer shall launder coveralls.
3. Effective January 1, 2025, all regular employees shall receive a uniform allowance of seven hundred fifty dollars (\$750.00). Uniform allowances will be paid on the first pay period of each calendar year. The City reserves the right to require items purchased under the provisions of Section 8.3 to be embroidered or silk screened with the employee's first name and the City logo. The City shall bear the costs of such embroidering or silk screening. Rain gear must be high visibility material, such as

yellow, orange or lime green. Gear must be OSHA/WISHA approved, where applicable. Work shoes and boots shall be steel or ANSI approved composite toe, ankle support type. All new employees will receive one-half (1/2) of the uniform allowance within the first thirty (30) days of employment. Upon successful completion of their probationary period, new employees will receive the remaining half of the uniform allowance. In no event will the uniform allowance exceed \$750.00 in a calendar year for a new employee.

City shall purchase one (1) set per employee of protective gear for the Sewer work, with the gear to be stored at the Wastewater Treatment Plant. The gear selected shall be determined by the Department Supervisor, OSHA/WISHA approved, with input from crew. Currently this Personal Protective Equipment (PPE) consists of the following:

Count	Item
1 pair	Rain pants or bibs
1 each	Rain coat
1 each	Face shield
1 pair	Goggles
1 each	Half-mask respirator
1 pair	Rubber boots
1 pair	Forearm length rubber gloves
1 pair	Shoulder length rubber gloves

When the employee leaves city employment, this PPE shall remain with the city. The employee is responsible for securing, maintaining, cleaning and care of this equipment. If PPE is lost or destroyed due to employee negligence or misuse, then the employee will repurchase the necessary equivalent equipment within a reasonable time (no more than 60 days) at their own expense. This equipment cost is not a part of the work apparel, boot or rain gear allowance. This city will provide adequate lockers and locks to secure PPE. Locks will belong to the city and only the assigned employee and Public Works Director will have access. Any issues of negligence are subject to the grievance procedure.

ARTICLE 9 – EQUIPMENT

1. Employees shall not be required to operate unsafe or mechanically unsound equipment.

ARTICLE 10 – DISCHARGE OR SUSPENSION

1. An employee shall not be discharged or suspended without cause and notice shall be sent in writing to the Union. In the event an employee is discharged or suspended he may request an investigation, and should such investigation establish a lack of cause, he shall be reinstated without loss of pay. In the event the Supervisor and the Union cannot agree on the discharge or suspension after a fair hearing the discharge or suspension may be processed through the grievance procedure.

ARTICLE 11 – GRIEVANCE PROCEDURE

1. A grievance shall be defined as an issue raised relating to the alleged violation of an express term or provision of this Agreement, or alleged improper disciplinary action against an employee.
2. A grievance may be initiated with Employer within thirty (30) calendar days of the Union's or grievant's knowledge of the alleged violation, but in no event may a grievance be initiated after ninety (90) calendar days of the alleged violation or disciplinary action.
3. Step One: Oral Discussion. Employees may notify their supervisor of the grievance and then, if they so desire, shall discuss the grievance with the Union Representative. If the Union Representative considers the grievance to be valid, then the employee and/or the Union Representative will contact the Public Works Director to effect a settlement of the complaint.
4. Step Two: Written Submission. If the grievance is not resolved to the Union's satisfaction at Step One, the Union shall, within ten (10) calendar days, submit the grievance in writing to the Public Works Director (PWD). Within ten (10) calendar days after the PWD receipt of the grievance, the PWD and Union shall meet to discuss the grievance and, within seven (7) calendar days after the meeting, the PWD shall give the Union and the grievant a written answer to the grievance.
5. Step Three: Appeal. If the grievance is not resolved to the Union's, or grievant's satisfaction at Step Two, the Union shall, within ten (10) calendar days, submit the grievance in writing to the Mayor or his/her designee. Within ten (10) calendar days after the Mayor's or designee's receipt of the grievance, the parties shall hold a grievance meeting to discuss the grievance. The Mayor or designee shall give the Union a written answer to the grievance within ten (10) calendar days after the grievance meeting.
6. Step Four: Arbitration. The Union may appeal an adverse decision of the Mayor or designee to a neutral arbitrator. The Union shall give written notice to the Employer of its intent to submit a grievance to arbitration within thirty (30) calendar days of the Mayor's decision. The Union shall, within ten (10) calendar days of the Union's request to arbitrate, request a list of seven (7) independent arbitrators from the Federal Mediation and Conciliation Service. The right to first strike from the list shall be determined by a flip of a coin.
7. In accordance with any arbitration proceeding held pursuant to this Agreement, it shall be understood by the parties involved that:
 - A. In any arbitration proceeding held pursuant to this Agreement, the Arbitrator shall have no authority to render any decision that will add to, subtract from or alter, change or modify the terms of this Agreement. The power of the Arbitrator shall be limited to interpretation or application of the express terms of this Agreement, and all other matters, including negotiations, shall be excluded from arbitration.

- B. The decision of the Arbitrator shall be made, in writing, after the conclusion of testimony and shall be final and binding on both parties.
 - C. The cost of the Arbitrator shall be borne equally by the Employer and the Union, and each party shall bear the cost of presenting its own case. Either party may request that a stenographic record of the hearing be made. The party requesting such record shall bear the cost thereof, provided, however, that if the other party requests a copy, such cost shall be shared equally.
8. Time limits provided for herein may be waived by written agreement of the parties. If the Employer fails to answer a grievance within the time limit, the Union may immediately advance the grievance to the next step.

ARTICLE 12 – HEALTH AND WELFARE

1. Effective January 1, 2025, the City agrees to provide health, dental and vision insurance to employees through the Oregon Teamsters Employers Trust (OTET) for every employee covered by this Agreement who was compensated for eighty (80) hours or more during the preceding month. The plans will be the current FW-L, D-6 and V-4 for medical, dental and vision.

Effective January 1, 2025, the City hereby agrees to pay to Oregon Teamsters Employers Trust (OTET) one hundred percent (100%) of the cost of the insurance premium on behalf of each eligible employee as specified above throughout. Thereafter and during the life of this Agreement, effective January 1, 2026, the Employer will pay all increases toward the premium, up to a maximum of six percent (6%) from the previous year's total cost of the package of benefits identified in this Article. Should the increases exceed six percent (6%) during the contract year, either party may re-open the agreement for the purposes of negotiation of wages and health and welfare only. Either party shall serve notice of such intention upon the other party within sixty (60) days prior to January 1 of any contract year.

2. Should the Oregon Teamsters Employers Trust (OTET) determine it is necessary to increase the monthly premium rates to maintain the same level of benefits as described above the City shall pay the total cost of increased rates except as stipulated above.
3. Effective January 1, 2025 (based on December hours) and throughout the term of this Agreement the City shall provide life insurance to each member of this bargaining unit through AWC through-out the term of this Agreement in the amount of fifty thousand dollars (\$50,000.00). It is understood that the City shall pay the full cost of the AWC life insurance policy.
4. Employees who have worked eight hundred twenty (820) hours in employment in Washington during the "qualifying period" and have experienced a "qualifying event" are eligible to apply for the Washington Paid Family & Medical Leave. This plan allows:
- Up to 12 weeks of medical leave to recover from or get treatment for a "serious health condition", or family leave to take care of a qualifying family member who

is ill or injured with a “serious health condition” or to bond with a new child or for certain military events.

- Up to 16 weeks of combined medical and family leave if you have events covered by both in the same claim year.
- Up to 18 weeks of combined medical and family leave if you experience a condition in pregnancy that results in incapacity, like being put on bedrest, and then take bonding leave.

You may receive up to 90 percent of your average weekly wage, depending on your income, to a maximum of \$1,000 per week. See www.paidleave.wa.gov for more details, or to apply.

The City shall provide Long Term Disability to all employees identified in Article 14 – Salaries, the amount of 60% of monthly earnings to a maximum benefit of \$4,500 per month. Elimination period of 90 days applies. See Group Insurance Policy for more details. Maximum Period of Payment:

Age at Disability	Maximum Period of Payment
Less than age 60	To age 65, but not less than 5 years
Age 60	60 months
Age 61	48 months
Age 62	42 months
Age 63	36 months
Age 64	30 months
Age 65	24 months
Age 66	21 months
Age 67	18 months
Age 68	15 months
Age 69 and over	12 months

5. The City will participate in the Oregon Teamster Employer’s Trust Health Care Reimbursement Plan (H.C.R.P.) for eligible employees. The Employer agrees to make monthly contributions of twenty-five (\$25.00), less any administrative fee charged for employees participating in the Plan. The Employer agrees to participation pursuant to the terms of the Oregon Teamster Employers Trust Health Care Reimbursement Plan.

ARTICLE 13 – BEREAVEMENT LEAVE

1. When a death occurs in a regular employee’s immediate family, the employee may take up to three (3) working days of paid bereavement leave, one of which shall be the day of the funeral of the deceased. Scheduling of bereavement leave will be by mutual agreement between the employee and the Department Head. An employee is not paid for any consecutive days off if the employee would not otherwise have been entitled to compensation for that day. Bereavement leave pay shall be that amount the regular employee would have earned had the employee worked his/her regular work schedule

during the leave. An employee may be granted bereavement leave prior to completion of the trial period.

2. "Immediate Family" as used in this policy is defined as an employee's spouse, parents, stepparents, children, stepchildren, grandchildren, great-grandchildren, brothers, sisters, stepbrothers, stepsisters or grandparents, or the spousal equivalent.
3. One (1) day shall be granted to an employee for this purpose for aunt, uncle, cousin, niece or nephew.

ARTICLE 14 – SALARIES

1. Effective January 1, 2025, each Classification shall be increased three percent (3%).

Position Title	12/31/2024 Salary (per month)	Salary Adjustment	COLA (3%)	1/1/2025 Salary (per month)
Senior Plant Operator/Public Works Assistant	\$6,181.16	0	\$185.43	\$6,366.59
Treatment Plant Operator II	\$5,477.95	0	\$164.34	\$5,642.29
Wastewater Treatment Plant Operator	\$5,121.42	4% 204.86	\$159.79	\$5,486.07
Maintenance Employee	\$4,464.30	4% 178.57	\$139.29	\$4,782.16
Electrician/Control Specialist	\$7,196.24	4% 287.85	\$224.52	\$7,708.61

Employees shall receive fifty dollars (\$50.00) per month less than the above rates for the first six (6) months of employment.

2. Effective January 1, 2026, each Classification shall be increased by 100% of the increase of the June 2024 to June 2025 All Cities CPI-W Index with a minimum of two percent (2%) and a maximum of three percent (3%).
3. Effective January 1, 2027, each Classification shall be increased by 100% of the increase of the June 2025 to June 2026 All Cities CPW-W Index with a minimum of two percent (2%) and a maximum of three percent (3%).

ARTICLE 15 – LONGEVITY

1. All employees who qualify shall receive longevity premiums in addition to their salaries based on the following schedule:

Commencing the 3 rd year – 5 years longevity	+3% of base pay
Commencing the 6 th year – 8 years longevity	+5% of base pay
Commencing the 9 th year – 12 years longevity	+7% of base pay
Commencing the 13 th year – 19 years longevity	+8% of base pay
Commencing the 20 th year or more longevity	+10% of base pay

ARTICLE 16 – CERTIFICATION

1. The City shall pay for any certification training which it requires employees to attend.

New employees may earn a maximum of one (1) water, one (1) wastewater and one (1) other certification, as long as the certification is not part of their regular job description, within one year from when they are hired. On Employee's anniversary date, additional certifications may be obtained following the schedule identified in this section.

Certification increase will begin when employee presents information of successful certification completion to the payroll personnel.

Employees hired before December 31, 2024, shall be subject to calendar year (January 1, the following year).

Employees that obtain certification(s) consistent with the provisions in this section shall be incorporated into the employees' base rate of pay and remain in effect as conditioned herein.

Employees hired before December 31, 2004 - Additional Certifications Schedule:

Effective January 1, 2025 – December 31, 2025: additional certifications may be obtained, limited to two (2) at the employee's choice that are not part of their regular job description.

Effective January 1, 2026 – December 31, 2026: additional certifications may be obtained, limited to two (2) at the employee's choice that are not part of their regular job description.

Effective January 1, 2027 – December 31, 2027: additional certifications may be obtained, limited to two (2) at the employee's choice that are not part of their regular job description.

Certification Rate Schedule

Certification	Group	Rate of Premium Pay per Hour	Positions Eligible for Certification Pay
Water Distribution Manager I	Water	0.30	Maintenance Employee
Water Distribution Manager II	Water	0.35	Maintenance Employee, Wastewater Treatment Plant Operator
Water Distribution Manager III	Water	0.50	All Positions
Water Treatment Plant Operator I	Water	0.40	Maintenance Employee
Water Treatment Plant Operator II	Water	0.45	Maintenance Employee, Wastewater Treatment Plant Operator
Water Treatment Plant Operator III	Water	0.50	Maintenance Employee, Wastewater Treatment Plant Operator, Treatment Plant Operator II

Wastewater Treatment Plant Operator I	Wastewater	0.40	Maintenance Employee
Wastewater Treatment Plant Operator II	Wastewater	0.45	Maintenance Employee
Wastewater Treatment Plant Operator III	Wastewater	0.50	All Positions
Cross Connection Specialist	Water	0.35	Maintenance Employee
Flagger	Other	0.20	Maintenance Employee
Pesticide application license	Other	0.50	All Positions
Competent Person (Trench Safety)	Other	0.35	All Positions
Sewer Collection	Wastewater	0.35	Maintenance Employee
Class A CDL	Other	0.40	All Positions
Class B CDL	Other	0.30	Maintenance Employee
Confined Spaces	Other	0.35	All Positions
FEMA Incident Command System (ICS-100) (Must be renewed every 4 years)	Other	0.10	All Positions
FEMA Incident Command System (ICS-200) (Must be renewed every 4 years)	Other	0.10	All Positions
FEMA Incident Command System (ICS-700) (Must be renewed every 4 years)	Other	0.10	All Positions
FEMA Incident Command System (ICS-800) (Must be renewed every 4 years)	Other	0.10	All Positions

Certification increase will begin when employee presents information of successful certification completion to the payroll personnel.

ARTICLE 17 – WORK IN HIGHER CLASSIFICATIONS

1. “Official-in-Charge” Pay

In the Public Works Director’s absence, any regular full-time employee who is assigned as the “Official-in-Charge” for three (3) or more consecutive regular shifts shall be paid 10% (processed as “OIC” pay) over the employee’s normal base pay.

ARTICLE 18 – WORK STOPPAGE

1. The Employer and the Union signatory to this Agreement, agree that the public interest requires the efficient and uninterrupted performance of all city service, and to this end, pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, the Union and/or the employees covered by this Agreement shall not cause or engage in any work stoppage, strike, or other interference with City functions. Employees covered by this Agreement who engage in any of the foregoing actions shall be subject to such disciplinary actions as may be determined by the Employer.

Employees shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, boycott, slowdown, mass sick call or any form of work stoppage, refusal to perform duties or other interruptions of work. In addition, employees who

engage in or encourage such actions shall be subject to discipline or discharge, as may be determined by the Employer.

ARTICLE 19 – RETIREMENT

1. The City shall continue to pay the required Department of Retirement Systems contribution levels to the Washington State Public Employee Retirement System.
2. Western Conference of Teamsters Pension Plan: Effective January 1, 2025, the City shall contribute thirty-five cents (\$0.35) per hour, for all hours for which covered employees are paid up to 2080 hours per year, to the Western Conference of Teamsters Pension Trust on account of each employee identified in Article 14 – Salaries. All contributions are to be allocated to the Basic Plan.

At the time of ratification of this Agreement, affected bargaining unit employees may, by majority vote, elect whether to divert additional denomination from negotiated wage increases into this pension program to be paid on all compensable hours up to a maximum of 2080 hours annually. Deferrals, if any shall be effective January 1 of each contract year. All contributions are to be allocated to the Basic Plan.

Effective January 1, 2025, each employee identified in Article 14 – Salaries, shall divert seventy-five cents (\$0.75) per hour, as a payroll diversion, for all hours for which covered employees are paid up to 2080 hours per year, to the Western Conference of Teamsters Pension Trust. All contributions are to be allocated to the Basic Plan.

The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trustee's of said Trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such amounts paid on account of each employee performing the work of the bargaining unit. Failure to make all payments herein provided for within the time specific, shall be breach of this Agreement.

ARTICLE 20 – DURATION OF AGREEMENT

1. This Agreement shall be in full force and effect from January 1, 2025, to and including December 31, 2027, and shall continue in effect from year to year thereafter unless either party gives notice, in writing, at least sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such Agreement. The City and the Union agree to a re-opening of the agreement on December 31, 2026 for the purposes of negotiation of wages and health and welfare only. Such negotiated changes shall become effective January 1 of the following year and continue through expiration of the agreement. Either party shall serve notice of such intention upon the other party at least sixty (60) days prior to December 31, 2027.

Dated this _____ day of _____ 2024.

**FOR: CITY OF CASTLE ROCK
PUBLIC WORKS DEPARTMENT**

FOR: TEAMSTERS LOCAL NO. 58

BY: _____
Paul Helenberg, Mayor

BY: _____
Justin Baptista, Business Representative
Teamsters Local No. 58

BY: _____
Carie Cuttonaro, Clerk-Treasurer

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE

CITY OF CASTLE ROCK – PUBLIC WORKS

AND

CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL #58
AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

The parties to this Memorandum of Understanding (“MOU”) are City of Castle Rock (“City”) and Chauffeurs, Teamsters and Helpers, Local #58 affiliated with the International Brotherhood of Teamsters (“Union”).

The current Public Works Director (“PWD”) intends to retire within the next two years. In preparation for the impending departure, the City finds training Tyler Stone, Senior Plant Operator, as a replacement for the Public Works Director position is in its best interest.

With respect to the additional duties and responsibilities, Mr. Stone shall receive an increase in base pay of ten percent (10%), effective January 1, 2025. This increase shall be in effect until December 31, 2025, or Mr. Stone is no longer in the position of Senior Plant Operator, whichever comes first.

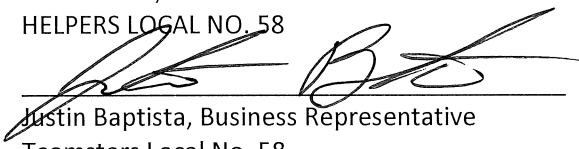
By entering into this MOU, neither party is waiving any inherent collective bargaining rights, either now or in the future. The parties also hereby agree that this MOU should not be accorded any precedential value whatsoever in any future disputes that may arise between the parties except to enforce this MOU.

Dated this _____ day of _____, 2025.

CITY OF CASTLE ROCK

Paul Helenberg, Mayor of Castle Rock

CHAUFFEURS, TEAMSTERS AND
HELPERS LOCAL NO. 58



Justin Baptista, Business Representative
Teamsters Local No. 58



Transportation Improvement Board (TIB) Consultant Agreement

TIB PROJECT NUMBER C-W-952(002)-1		PROJECT PHASE (check one) ☒ Design ☐ Construction	
PROJECT TITLE & WORK DESCRIPTION Remove and replace noncompliant ADA ramps, construct ADA ramps where none exist, and infill sidewalk gaps between existing sidewalk. Limits of improvements are located along B Street SW from 2nd Avenue SW to 4th Avenue SW, Leaming Avenue NW from Cowlitz Street W approximately 200' north, and along C Street SE from Roake Avenue SE to Allen Avenue SE			
CONSULTANT NAME & ADDRESS Gibbs & Olson, Inc. PO Box 400 Longview WA 98632			
AGREEMENT TYPE (check one)			
☒ LUMP SUM \$61,864.00			
☐ COST PLUS FIXED FEE OVERHEAD PROGRESS PAYMENT RATE _____ % OVERHEAD COST METHOD ☐ Actual Cost ☐ Actual Cost Not To Exceed _____ % ☐ Fixed Rate _____ % FIXED FEE \$ _____			
☐ SPECIFIC RATES OF PAY ☐ Negotiated Hourly Rate ☐ Provisional Hourly Rate			
☐ COST PER UNIT WORK			
DBE PARTICIPATION ☐ Yes ☒ No _____ %		WBE PARTICIPATION ☐ Yes ☒ No _____ %	
COMPLETION DATE May 29, 2025		MAXIMUM AMOUNT PAYABLE \$61,864	

THIS AGREEMENT, made and entered into this _____ day of January, 2025, between the City of Castle Rock, Washington, hereinafter called the AGENCY, and the above organization hereinafter called the CONSULTANT. The Transportation Improvement Board hereinafter called the TIB, administers the following accounts: Urban Arterial Trust Account funds, Transportation Improvement Account funds, Small City Account funds, and City Hardship Assistance Account funds.

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, with the aid of TIB funds in conformance with the rules and regulations promulgated by the TIB; and

WHEREAS, the AGENCY 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 for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance 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 work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II SCOPE OF WORK

The Scope of Work and project level of effort for this project is detailed in Exhibit B attached hereto, and by this reference made a part of this AGREEMENT.



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 or individuals shall be coordinated through the AGENCY.

The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY or such Federal, Community, State, 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 number of hours or days notice required shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit B attached hereto and made part of this AGREEMENT. The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated. Goals for Disadvantaged Business Enterprises (DBE), Minority Business Enterprises (MBE), and Women-owned Business Enterprises (WBE) if required shall be shown in the heading of this Agreement.

The original copies of all reports, PS&E, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All designs, drawings, specifications, documents, and other work products prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for the PROJECT and are 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 PROJECT, shall be without liability of legal exposure to the CONSULTANT.

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 under 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 or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

V PAYMENT

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit C attached hereto, and by this reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, Scope of Work.

VI SUBCONTRACTING

The AGENCY permits subcontracts for those items of work as shown in Exhibit G to this Agreement. Compensation for this subconsultant work shall be based on the cost factors shown on Exhibit G, attached hereto and by this reference made a part of this AGREEMENT.

The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts exceeding \$10,000 in cost shall contain all applicable provisions of this AGREEMENT.

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

VII EMPLOYMENT

The CONSULTANT warrants that he/she has 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 the 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 or might arise under any Worker's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANTS 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 the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII NONDISCRIMINATION

The CONSULTANT agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, layoffs or terminations, rates of pay or other forms of compensation, selection for training, rendition of services. The CONSULTANT understands and agrees that if it violates this provision, this AGREEMENT may be terminated by the AGENCY and further that the CONSULTANT shall be barred from performing any services for the AGENCY now or in the future unless a showing is made satisfactory to the AGENCY that discriminatory practices have terminated and that recurrence of such action is unlikely.

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

- A. **COMPLIANCE WITH REGULATIONS:** The CONSULTANT shall comply with the Regulations relative to nondiscrimination in the same manner as in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this AGREEMENT.



- B. **NONDISCRIMINATION:** The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, creed, color, sex, age, marital status, national origin or handicap except for a bona fide occupational qualification in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix II of the Regulations.
- C. **SOLICITATIONS FOR SUBCONSULTANTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, creed, color, sex, age, marital status, national origin and handicap.
- D. **INFORMATION AND REPORTS:** The CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY or TIB to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the AGENCY, or the TIB as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this AGREEMENT, the AGENCY shall impose such sanctions as it or the Transportation Improvement Board may determine to be appropriate, including, but not limited to:
1. Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or
 2. Cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- F. **INCORPORATION OF PROVISIONS:** The CONSULTANT shall include the provisions of paragraphs (A) through (G) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subconsultant or procurement as the AGENCY or the Transportation Improvement Board may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY to enter into such litigation to protect the interests of the AGENCY, and in addition, the CONSULTANT may request the TIB to enter into such litigation to protect the interests of the TIB.
- G. **UNFAIR EMPLOYMENT PRACTICES:** The CONSULTANT shall comply with RCW 49.60.180 prohibiting unfair employment practices and the Executive Orders numbered E.O.70-01 and E.O.66-03 of the Governor of the State of Washington.

IX TERMINATION OF AGREEMENT

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit F for the type of AGREEMENT used.

No payment shall be made for any work completed after ten days following receipt by the CONSULTANT of the Notice of Termination. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

In the event the services of the CONSULTANT are terminated by the AGENCY for fault on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work 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 work required and the time which maybe required to do so, and other factors which affect the value to the AGENCY of the work 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 the previous paragraph.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without it or its employees fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY in accordance with the provision of this AGREEMENT.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. The subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY's concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

In the event this AGREEMENT is terminated prior to completion, the original copies of all reports and other data, PS&E materials furnished to the CONSULTANT by the AGENCY and documents prepared by the CONSULTANT prior to said termination, shall become and remain the property of the AGENCY and may be used by it without restriction. Such unrestricted use, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

Payment for any part of the work 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 work 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 complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof.



Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work 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 XIV.

XI DISPUTES

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination 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 the scope of judicial review provided under Washington Case Law.

XII VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in the county the AGENCY is located in. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall 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 the AGENCY is located in.

XIII LEGAL RELATIONS AND INSURANCE

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accord with the laws of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE of Washington, and their officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT's negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY and the STATE against and hold harmless the AGENCY and the STATE from claims, demands or suits based solely upon the conduct of the AGENCY and the STATE, their agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT's agents or employees and (b) the AGENCY and the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the AGENCY and the STATE of defending such claims and suits, etc. shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents or employees.

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

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The CONSULTANT recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of 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 the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. General commercial liability insurance in an amount not less than a single limit of one million and 00/100 Dollars (\$1,000,000.00) for bodily injury, including death and property damage per occurrence.

Excepting the Worker's Compensation insurance and any professional liability insurance secured by the CONSULTANT, the AGENCY will be named on all certificates of insurance as an additional insured. 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 14 days of the execution of this AGREEMENT to the AGENCY. 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 shall be limited to the amount payable under this AGREEMENT or one million dollars, whichever is the greater unless modified by Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

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

XIV EXTRA WORK

- A. The AGENCY may at any time, by written order, make changes within the general scope of the 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 work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the 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 the AGREEMENT accordingly.
- C. The CONSULTANT must submit any proposal for adjustment (hereafter referred to as proposal) under this clause within 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 proposal submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the disputes clause. However nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.



- E. Notwithstanding the terms and condition 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.

**XV
ENDORSEMENT OF PLANS**

The CONSULTANT shall place his endorsement on all plans, estimates or any other engineering data furnished by him.

**XVI
TIB AND AGENCY REVIEW**

The AGENCY and TIB shall have the right to participate in the review or examination of the work in progress.

**XVII
CERTIFICATION OF THE
CONSULTANT AND THE AGENCY**

Attached hereto as Exhibit A-1, are the Certifications of the Consultant and the Agency.

**XVIII
COMPLETE AGREEMENT**

This document and referenced attachments contains 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 an amendment to this AGREEMENT.

**XIX
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 agreements contained in the proposal, and the supporting materials submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof the parties hereto have executed this AGREEMENT as of the day and year first above written.

By Richard A. Gushman By _____
Richard A. Gushman, President

Consultant Gibbs & Olson, Inc. City of Castle Rock



EXHIBIT A-1 Certification of Consultant

Project No. C-W-952(002)-1	City of Castle Rock
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I hereby certify that I am Richard A. Gushman a duly authorized representative of the firm of Gibbs & Olson, Inc. whose address is PO Box 400 Longview, WA 98632 and that neither I nor the above firm I here represent has:

- (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 contract.
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of a firm or person in connection with carrying out the contract.
- (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 the contract; except as here expressly stated (if any):

I further certify that the firm I hereby represent is authorized to do business in the State of Washington and that the firm is in full compliance with requirements of the Board of Professional Registration.

I acknowledge that this certificate is to be available to the Transportation Improvement Board (TIB), in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

January 8, 2025

Date

Richard A. Gushman

Signature

Certification of Agency Official

I hereby certify that I am the AGENCY Official of the City of Castle Rock, Washington and that the above consulting firm or his/her representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ or retain, or agree to employ or 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 here expressly stated (if any).

I acknowledge that this certificate is to be available to the TIB, in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

**EXHIBIT B-1
SCOPE OF WORK
CITY OF CASTLE ROCK
ADA IMPROVEMENTS PROJECT**

PROJECT DESCRIPTION

The Agency has received project funding through the Washington State Transportation Improvement Board (TIB) and wishes to remove and replace noncompliant ADA ramps, construct ADA ramps where none exist, and infill sidewalk gaps between existing sidewalk. The limits of improvements are along B Street SW from 2nd Avenue SW to 4th Avenue SW, Leaming Avenue NW from Cowlitz Street W approximately 200' north, and along C Street SE from Roake Avenue SE to Allen Avenue SE.

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

ASSUMPTIONS

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

- Vertical datum for the project will be NAVD88 and horizontal datum for the project will be NAD83/2011 (Washington Plane Coordinate System-South Zone).
- Survey work will be performed in U.S. Survey Feet and the sheet size will be 22" x 34".
- Plan orientation will be shown with North Arrow at the top.
- The area for locates will be marked in the field by the Consultant.
- The Consultant will call 811 Locates for the survey site, going through the two-week Design Information Request (DIR) and then the Design Locate Request (DLR) process. Any additional private locates requested will be deemed out-of-scope and billed at Time and Materials at Consultant's current rates.
- While the boundaries of said parcel need be determined to show their proper location, no Record of Survey has been requested, therefore, no corners will be set and no Record of Survey will be filed with the Cowlitz County Auditor's Office. If a Record of Survey is requested, the Engineer reserves the right to request an amendment be negotiated to modify the Scope of Work and Budget.
- No structural engineering, foundation design, landscaping design, street lighting design, traffic signalization or offsite roadway design or striping is included in the scope of work.
- A geotechnical evaluation will not be performed.
- Design of utilities, such as water, sewer, storm, phone, cable, fiber optic, gas, power, etc. is not included.
- A cultural resource assessment (CRA) is required, and the project will require Department of Archeological and Historic Preservation (DAHP) concurrence prior to TIB bid authorization. This work will be limited to completion and submittal of a DAHP EZ-1 form to DAHP for project concurrence. Additional cultural resource evaluation will be considered out
- Additional permit applications, including a Department of Ecology Construction Stormwater Permit or Stormwater Pollution Prevention Plan (SWPPP), or fees are included in the scope of work and budget.

- Wetland, biological or habitat investigation or reports are not required.
- The project is redevelopment and is exempt from stormwater detention and water quality, which is not included in the scope of work and budget.
- The Agency will obtain all required permits and approvals.
- Construction phase engineering services are not included. The Agency and Consultant may amend this contract to include construction phase services at the completion of the design phase.

DESIGN PHASES ENGINEERING SERVICES

During the Design Phase, the Consultant shall prepare final contract documents to show the general scope, extent and character of the construction work to be furnished and performed by the construction contractor. Final deliverables for the project will be one set of complete advertisement ready contract documents suitable for reproduction and distribution to prospective bidders.

Task 1 - Project Management

Consultant shall provide project administration and project management consisting of the following:

- A. General project administration.
- B. Monthly narrative progress report as requested.
- C. Attend one meeting with the Agency to review project design.

Task 2 - Survey Services

Consultant will perform both field and office work as appropriate for the topographic survey. The Consultant will collect field data for portions of the intersections as identified on Exhibit B-2 Map. The right of way limits will be obtained so that design does not encroach on private property. Right of way limits will be surveyed to properly match existing sidewalk and ramp. Sidewalk will be surveyed at least one sidewalk panel (15 ft) beyond the curb return PC/PT. The topographic survey will include the following information (See Attached Exhibit B-2- Map):

- A. Coordinates, descriptions, and elevations of the following existing items:
 - Existing monumentation.
 - Centerline, features, and edges of existing roadways, sidewalks, pedestrian ramps, and parking lots or other asphalt or concrete paved surfaces.
 - Adjacent public utilities serving the subject parcels or project area consisting of:
 - Locations and rim/grate elevations for sanitary sewer manholes, storm drain manholes, catch basins, lines, outfalls, ditches, ponds, and structures. If found, storm fall outfall pipe size and invert elevation data will also be collected.
 - Water line valves, blow-offs, and fire hydrants.
 - Underground utilities to the extent of known and determinable information from utility locates. Surveyor will call in to 811 Utility Locate for the location of Public Utilities. Any on-site utility locating services requested will be considered out-of-scope and billed at time and materials.
- B. Site grade elevations (i.e., site topography) with the elevations labeled on shot markers depicted across the site.

C. Property and easement lines.

D. Buildings: the location of any buildings, structures, and/or improvements on the surveyed property observed in the process of conducting the fieldwork.

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

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

Task 3 - Prepare 90% Drawings and Contract Documents

A. Consultant will prepare 90% Design Drawings and Contract Documents: Consultant will prepare drawings and Contract Documents for the project.

It is anticipated the drawing set will consist of eleven (18) sheets including:

- 1 cover sheet
- 1 notes, legend, and abbreviation sheet
- 3 existing conditions sheets
- 1 alignment and survey control sheet
- 3 site preparation plan sheets
- 6 intersection plan sheets
- 3 detail sheets

Contract documents will be prepared using the 2024 WSDOT/APWA format.

B. Consultant will perform an in-house QC review of the design drawings near the 90% completion stage to ensure the documents are consistent in presentation of the design information. QC review comments will be incorporated into the design.

- C. An electronic .pdf file of the 90% drawings will be submitted to the Agency for review and comment. Agency comments will be incorporated into the 100% documents as appropriate.

Task 4 - Prepare Bid Ready (100%) Drawings and Contract Documents

- A. Consultant will prepare Final drawings and contract documents for the project, building on the 90% complete documents.
- B. Consultant will perform an in-house QC review of the design drawings near the final completion stage to ensure the documents are consistent in presentation of the design information. QC review comments will be incorporated into the final design.
- C. An electronic .pdf file of the final drawings and specifications will be submitted to the Agency as well as the final opinion of probable construction cost.

Task 5 - Bid Ad & Award

- A. Consultant will assist Agency in advertising the project for construction bids.
- B. Consultant will receive questions from prospective bidders and prepare appropriate responses.
- C. Consultant will issue an addendum, if required, to identify, clarify, amend or expand the Bidding Documents.
- D. Consultant will review bids received, verify low bidder's state licensing and bonding, check references and prepare a letter to Agency consisting of the bid tabulation and the Consultant's recommendation regarding award of the construction contract.
- E. Consultant's responses to bidder questions, the addendum and the Consultant's letter of regarding recommendation of award will be provided to the Agency in .pdf format.

CONSTRUCTION PHASE ENGINEERING SERVICES

Construction Phase Services are not included in this Agreement. Construction Phase Services may be added by Agency and Consultant by amendment at a future date.

SCHEDULE

The preliminary schedule for this project is presented below. The schedule shows starting work on January 14, 2025. Any delay to the starting date will result in a day for day adjustment to the listed schedule milestones.

- Field Survey & Base Map Preparation by February 14, 2025
- Prepare 90% Design Documents by April 11, 2025
- Prepare 100% Design Documents by May 2, 2025
- Bid Advertisement by May 15, 2025
- Bid Opening by May 29, 2025



EXHIBIT C-1

Payment

(Lump Sum)

A. Lump Sum Agreement

Payment for all consulting services for this project shall be on the basis of a lump sum amount as shown in the heading of this AGREEMENT.

The maximum amount payable, by the AGENCY to the CONSULTANT under this AGREEMENT, shall not exceed the amount shown in the heading of this AGREEMENT as maximum amount payable unless a supplemental agreement has been negotiated and executed by the AGENCY prior to incurring any costs in excess of the maximum amount payable.

B. Monthly Progress Payments

Partial payments may be made upon request of the CONSULTANT to cover the percentage of work completed and are not to be more frequent than one (1) per month.

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 upon receipt of all PS&E, plans, maps notes, reports, and other related documents which are required to be furnished under the 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 the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

D. Inspection of Cost Records

The CONSULTANT and his/her subconsultants shall keep available for inspection by representatives of the AGENCY and/or the TIB for a period of three years after 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 contract is initiated before the expiration of the three-year period, the cost records and accounts shall be retained until such litigation, claim or audit involving the records is completed.



EXHIBIT D-1
Consultant Fee Determination Summary Sheet
(Lump Sum, Cost Plus Fixed Fee, Cost per Unit of Work)

Prepared by Gibbs & Olson, Inc.				Date January 6, 2025	
Project 2025 ADA Improvements					
Direct Salary Cost (DSC)					
Classification	Man Hours	Rate	Cost		
Principal	4	x	\$87.50	=	\$350.00
Engineer VI	16	x	\$70.00	=	\$1,120.00
Engineer IV	80	x	\$63.00	=	\$5,040.00
Engineer I	144	x	\$32.50	=	\$4,680.00
CAD Designer	24	x	\$37.00	=	\$888.00
Administrative Assistant	12	x	\$30.25	=	\$363.00
Sr. Land Surveyor	16	x	\$57.50	=	\$920.00
Land Surveyor	52	x	\$45.50	=	\$2,366.00
2 Man Survey Crew	56	X	\$70.00	=	\$3,920.00
TOTAL DSC					\$19,647.00
OVERHEAD (OH Cost including Salary Additives)					
OH Rate x DSC or 162.03% x \$ 19,647.00					\$31,834.00
FIXED FEE (FF)					
FF Rate x DSC or 30% x \$ 19,647.00					\$ 5,894.00
REIMBURSABLES					
GPS Equip - \$35/Hr/Unit x 2 Units x 49 Hrs/Unit					\$ 3,430.00
Mileage – 300 Miles x \$0.70/mile					\$ 210.00
Reproduction					\$ 250.00
Misc. Project Expenses					\$ 599.00
SUBCONSULTANT COST (See Exhibit G)					\$ 0.00
GRAND TOTAL					\$61,864.00

EXHIBIT E-1
GIBBS & OLSON, INC.
Indirect Cost Rate Schedule
For the Year Ended December 31, 2023

Description	Financial Stmt Amount
Direct Labor Base	<u>\$1,294,151</u>
Indirect Costs	
Fringe Benefits:	
Paid Time Off	\$150,066
Holiday	64,611
Payroll Taxes	182,958
Retirement	139,950
Trust Expenses	2
Group Insurance	165,889
Bonuses	139,369
Total Fringe Benefits	<u>\$842,845</u>
General Overhead Expenses:	
Salaries (Administrative)	\$192,017
Salaries (Office)	250,910
Salaries (Ind Overtime premium)	30,819
Salaries (Bid & Proposal Admin)	73,718
Salaries (Bid & Proposal Office)	46,460
Salaries (CL Dev-Direct Selling)	70,770
Salaries (Marketing/PR)	24,038
Salaries (Unallowable)	804
Other Benefits	21,715
Office Supplies	6,283
Repairs & Maintenance	4,134
Office Rent	116,580
Utilities	3,548
Postage	1,447
Publications	1,009
Prof Registration & Dues	5,892
Business Licenses & Fees	990
Technology	63,572
Education	12,036
Prof & Other Insurance	50,673
Depreciation	91,728
Professional Fees	42,618
Business Taxes	111,405
Travel & Lodging	33,110
Travel & Lodging Recovery	(29,188)
Misc Field Expense	16,899
Equipment Rental	2,230
Reproduction	5,525
Reproduction Recovery	(4,606)
Telephone	19,216
Recruiting/HR	0
Misc Expense Recovery GPS	(63,839)
Loss on Asset Dispositions	616
Life Insurance	4,365
Meals	8,339
Donations	9,402
Lobbying Dues	704
Business Development	24,363
Bank Fees - Financing	12
Bad Debt	3,761
Total General Overhead	<u>\$1,254,076</u>
Total Indirect Costs & Overhead	<u>\$2,096,921</u>
Indirect Cost Rate	162.03%



EXHIBIT F-1
Payment Upon Termination of Agreement
by the Agency Other than for Fault of the Consultant
(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus and direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

NOTICE OF AUTHORIZATION NO. 2025-001
AL HELENBERG MEMORIAL BOAT LAUNCH MAINTENANCE DREDGING
PERMIT
CITY OF CASTLE ROCK, WASHINGTON

Gibbs & Olson, Inc. (Engineer) is hereby authorized to perform Engineering Services for the City of Castle Rock, Washington (Client) as provided for in our General Agreement for Professional Engineering Services dated January 9, 2023, and as more fully described herein:

PROJECT DESCRIPTION

Engineer will provide engineering services to Client to apply for and obtain all environmental permits necessary for maintenance dredging and log-boom debris removal at the City's Al Helenberg Memorial Boat Launch on Cowlitz County Parcel Number 308770100. The project will include sediment removal in-the-dry from the ramp and docks and in other areas will use vacuum dredging in the water within the in-water work window. Dredged material will be deposited in upland locations on the property. Debris will also be removed from the log boom.

INFORMATION TO BE PROVIDED TO ENGINEER BY CLIENT

To assist in a timely and thorough preparation of the permit documents, the Client shall provide the following items and services to the Engineer as available:

1. Timely response to questions and review of documents.
2. Updated information for historical dredging information completed at the facility.

ASSUMPTIONS

The following assumptions have been utilized by the Engineer in developing the identified Scope of Work and associated Budget Estimate. If any of these assumptions are found to be incorrect the Engineer reserves the right to negotiate an Amendment to this Agreement for any modifications to the Scope of Work and Budget Estimate required to address the conditions encountered.

1. No field surveying is required. All figures will be based on currently available information.
2. No geotechnical work is required.
3. No cultural resource work is required.
4. No more than one (1) site visit is required.
5. Client will pay all permit related fees for the project.
6. A mitigation project may not be required by the permitting agencies, but if one is required, an amendment to this authorization may be required. A portion of the previously prepared mitigation plan for enhancing lower Whittle Creek can be used if approved by the permitting agencies.

SCOPE OF WORK

Engineer's scope of work is as follows:

Task 1 - Project Management & Administration

Engineer shall provide project administration and project management consisting of the following:

- a) General project administration.

b) Monthly narrative progress reports during project as requested.

Task 2 – Obtain Environmental Permit

Work to be performed to obtain environmental permits includes the following:

- Coordinate with project team and permitting agencies.
- Prepare a JARPA form with figures to be submitted to permitting agencies.
- Prepare a biological evaluation for an individual permit from the U.S. Army Corps of Engineers (Corps). An informal ESA consultation with National Marine Fisheries Service is anticipated.
- Prepare an alternatives analysis for the Corps individual permit.
- Coordinate with the project team and Corps to obtain Section 408 approval.
- Apply for a hydraulic project approval permit from the Washington Department of Fish and Wildlife using its online application system.
- Apply for a 401 water-quality certification from the Washington Department of Ecology.
- Provide application materials to Washington Department of Natural Resources.
- Prepare a shoreline narrative and critical areas report use in obtaining a shoreline substantial development permit from the City.
- Prepare a SEPA checklist for the City to issue a SEPA determination.
- If necessary, write a mitigation plan or mitigation bank-use plan meeting federal, state, and local requirements.

SCHEDULE

Work will be coordinated with the Client and the deliverables for the project will be provided to the Client in a mutually agreed upon time frame.

BUDGET

Engineer's estimated budget for the identified Scope of Work is \$41,000 and is presented in detail in the attached Exhibit A – Budget Estimate. Engineer agrees not to exceed this amount to complete the above Scope of Work without Client's prior authorization.

Authorized by:
City of Castle Rock, Washington

Date

By:

Accepted: Gibbs & Olson, Inc.



December 19, 2024

Date By: Richard A. Gushman, President

Attachment:
Exhibit A – Budget Estimate

File: 0130.Pending

Authorization 2025-001
Exhibit A - Budget
Castle Rock Boat Launch Dredging Permit
Prepared: December 19, 2024

		Principal	Engineer VI	Admin Assistant	Enviromental Subconsult	Total
Design Phase Engineering Services						
Task 1	Project Administration and Management	2	6	1	\$0	\$1,955
Task 2	Obtain Environmental Permits	0	18	1	\$31,000	\$38,775
Subtotal		2	24	2	\$31,000	\$40,730
Miscellaneous Project Expenses						\$270
Total Budget Estimate						\$41,000

2025 Rates \$270 \$220 \$95

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

Agreement Number:

Firm/Organization Legal Name (do not use dba's): Gibbs & Olson, Inc.		
Address PO Box 400, Longview, WA 98632	Federal Aid Number	
UBI Number 600 113 860	Federal TIN 91-0727389	
Execution Date	Completion Date December 2028	
1099 Form Required ☒ Yes ☐ No	Federal Participation ☐ Yes ☒ No	
Project Title Six Rivers Regional Trail System Phase 2		
Description of Work The project will install pedestrian friendly lights along Castle Rock's Riverfront trail which is an identified section of the SRRTS, install an HMA path from Lion's Pride Park to connect to Huntington Avenue, and provide a pedestrian crossing near the intersection of Huntington Avenue with Larsen Lane.		
☐ Yes ☐ Yes ☐ Yes ☐ Yes	☒ No DBE Participation ☒ No MBE Participation ☒ No WBE Participation ☒ No SBE Participation	Maximum Amount Payable: 61,400.00

Index of Exhibits

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

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

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

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

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

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

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

If to AGENCY:		If to CONSULTANT:	
Name:	David Vorse	Name:	Richard A. Gushman
Agency:	City of Castle Rock	Agency:	Gibbs & Olson, Inc.
Address:	PO Box 370	Address:	PO Box 400
City:	Castle Rock	City:	Longview
State:	WA	State:	WA
Zip:	98611-0370	Zip:	98632
Email:	crpwd@ci.castle-rock.wa.us	Email:	rgushman@gibbs-olson.com
Phone:	360.274.7478	Phone:	360.425.0991
Facsimile:		Facsimile:	360.423.3162

IV. Time for Beginning and Completion

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

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

V. Payment Provisions

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

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

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

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

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

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

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

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

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

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

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

Agreement Number:

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

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

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

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

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

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

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

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

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

Insurance Coverage

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

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

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

Name: David Vorse
Agency: City of Castle Rock
Address: PO Box 370
City: Castle Rock State: WA Zip: 98611
Email: crpwd@ci.castle-rock.wa.us
Phone: 360.274.7478
Facsimile:

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

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

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

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

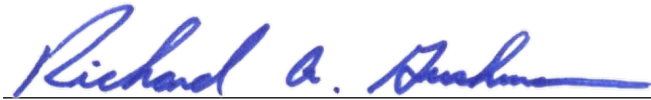
For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs,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

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

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

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

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


Signature

January 8, 2025
Date

Signature

Date

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

Exhibit A Scope of Work

See attached scope of work.

Project No.

**EXHIBIT A
SCOPE OF WORK
SIX RIVERS REGIONAL TRAIL SYSTEM
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 overall SRRTS.

The SRRTS Phase 2 Improvements along Huntington Avenue include providing pedestrian pathway lighting, an asphalt pathway extension, and installing a pedestrian crossing. The project is funded by the Washington State Department of Transportation (WSDOT) utilizing federal pass-through funds from the Federal Highway Administration (FHWA). Therefore, the project requires compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, and its implementing regulations, 36CFR800.

ASSUMPTIONS

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

- Existing topographic survey prepared for the previous Huntington Avenue Overlay and the SRRTS Phase 1 projects will be utilized, and additional topographic survey collected for this phase will be incorporated into the existing topographic survey file for preparing contract documents.
- Vertical datum for the project will be NAVD88 and horizontal datum for the project will be NAD83/2011 (Washington Plane Coordinate System-South Zone).
- Survey work will be performed in U.S. Survey Feet and the sheet size will be 22" x 34".
- Plan orientation will be shown with North Arrow at the top.
- The area for locates will be marked in the field by the Consultant.
- The Consultant will call 811 Locates for the survey site, going through the two-week Design Information Request (DIR) and then the Design Locate Request (DLR) process. Any additional private locates requested will be deemed out-of-scope and billed on a time and materials basis at the Consultant's hourly rates shown in this Agreement.
- While parcel boundaries need be determined to show their proper location, the Agency has not requested a Record of Survey, therefore, no corners will be set and a Record of Survey will not be filed with the Cowlitz County Auditor's Office. If a Record of Survey is later requested by the Agency, the Consultant reserves the right to request an amendment be negotiated to modify the Scope of Work and Budget.
- No environmental assessments will be performed by the Consultant for the proposed trail route.
- Project activities will qualify for a NEPA Categorical Exclusion to be prepared by the Consultant.
- A cultural and historical resource evaluation and investigation for this project will be performed as part of the NEPA process as noted above. It is assumed no historic resources are within the area of potential effects.

- No new easements or right-of-way are required.
- Structural engineering, foundation design, landscaping design, traffic signalization and offsite roadway design are not included in this scope of work.
- Design of 8-foot asphalt path from Lion's Pride Park to the southerly park limits.
- The pedestrian crossing at Larsen Lane may include a concrete pedestrian refuge island and adjacent striping but will not include flashing beacons.
- WSDOT requirements will be identified by WSDOT prior to Consultant starting design.
- Existing underground infrastructure consisting of conduits and junction boxes for light poles are present and predetermined pole spacing will be utilized. A photometric analysis is 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 work and will be billed outside of this Agreement on a time and material basis with prior approval.
- One meeting has been budgeted for coordination with WSDOT and one meeting has been budgeted for design review with the Agency. It is assumed that the meetings will be virtual. Additional meetings, if necessary, will be considered out of scope and will be billed on a time and materials basis by the Consultant.
- This project will be prepared for and included with the City Wide Pedestrian Improvements project as a separate schedule.

SCOPE OF WORK

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

Task 1 - Project Administration

1. Consultant shall provide project administration and project management consisting of the following:
2. General project administration.
3. Monthly narrative progress report as requested.
4. Coordination and communication with identified subconsultants.
5. Participate in two meetings with the Agency.

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 from the top bank of the river east to the road. An existing conditions base map of the project area will be prepared. Survey cross-sections will be obtained at a spacing of 50-feet or less from the fog line to the rolled curb to 10-feet from face of curb. The 811 locate process will be utilized and visible utility features (phone pedestals, locates, water meter boxes, etc.), signs, and trees within 10-feet of the face of curb will be surveyed between the cross-sections. Survey data from the 2018 Huntington Avenue Grind/Overlay Project will be utilized to the extent possible. Refer to Exhibit A-1 – Map for project survey limits.

Task 3 - Cultural Resource Survey

Due to FHWA federal pass through funding, the cultural and historical resource evaluation will be performed in accordance with Section 106 of the National Historic Preservation Act. The following will be performed under this task:

1. An Area of Potential Effects (APE) letter will be prepared and submitted to WSDOT for WSDOT and tribal review.
2. Conduct an archaeological survey of the project APE, including a pedestrian survey and the excavation of up to 15 shovel tests. It is assumed no archaeological resources will be identified.
3. Prepare a cultural resource survey report to meet Section 106 compliance and DAHP reporting standards. The report will include sections on the environmental and cultural contexts, previous archaeological research, the survey methodologies and results, and recommendations.
4. It is assumed no historic resources are within the project APE and no right-of-way acquisition affecting private parcels will be required. If right-of-way acquisition is required, buildings and structures over 45 years of age on affected parcels will need to be recorded on Historic Property Inventory (HPI) forms and will be considered out of scope work.

Task 4 - Prepare 50% Design Documents

The Consultant will perform the following under this task:

1. Research, evaluate and identify preliminary design criteria that will serve as the development strategy and standards for the design.
2. Preparation of NEPA Categorical Exclusion documents.
3. Review previous Huntington Avenue Overlay design drawings to evaluate existing conditions and previous design information.
4. Provide Illumination System Design, including the following:
 - Prepare plans for the installation of light poles, luminaires, electrical service and wiring for this project's portion of the Six Rivers Regional Trail. Existing underground infrastructure consisting of conduits and junction boxes has previously been installed and will be utilized. Light poles and luminaires will be specified to comply with Agency standard light poles.
 - Actual pole locations will be designed by the Consultant along with the necessary wiring to complete the lighting system. Consultant will perform voltage drop calculations to ensure proper sizing of electrical conductors and will ensure conduit capacities do not exceed National Electrical Code (NEC) maximums. Consultant will coordinate with Cowlitz PUD regarding power source locations for the proposed lighting. It is assumed no structural analysis for light pole footings will be required.
5. 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 13 drawing sheets (measuring 22" x 34") consisting of:
 - Cover – 1 sheet
 - Notes, Legend and Abbreviation – 1 sheet
 - Existing Conditions – 1 sheet

- Site Preparation and Temporary Erosion and Sediment Control & Detail – 4 sheets
- Pedestrian Pathway Layout and Pedestrian Crossing & Details - 3 sheets
- Electrical Plan sheets - 3
 - Trail Lighting Plans – 1 sheet
 - Wiring Schematic – 1 sheet
 - Illumination Details – 1 sheet

Provide Preliminary Design Phase Deliverables as follows:

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

Task 5 - Prepare Final Design Documents

Under this task the Consultant will:

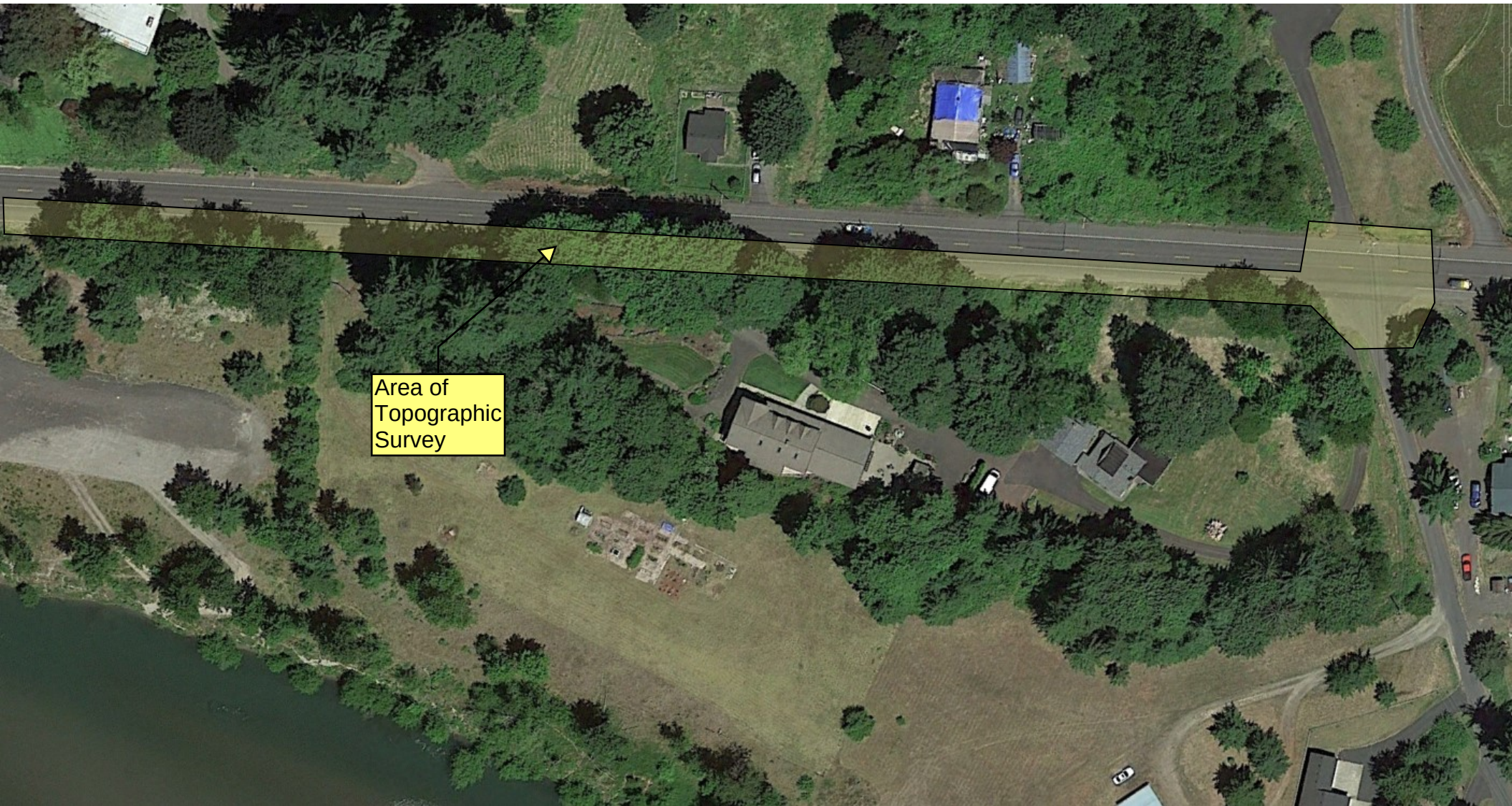
1. Prepare final drawings to show the general scope, extent and character of the construction work to be by a contractor. The anticipated list of drawings is listed under Task 4 above.
2. Prepare the construction contract documents including technical specifications which will be prepared in conformance 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").
3. It is anticipated that one progress meeting 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.
4. 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.
5. 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.
6. 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.
- 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.



EXHIBIT A-1 - MAP
SSRTS Phase 2
(Page 2 of 2)



Area of
Topographic
Survey

Exhibit B

DBE Participation Plan

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

SEE ATTACHED SBE/DBE PARTICIPATION PLAN.



January 8, 2025

David Vorse
Public Works Director
City of Castle Rock
PO Box 370
Castle Rock, WA 98611

RE: Six Rivers Regional Trail System, Phase 2 DBE Participation Plan

Dear David,

This project is currently funded by the Federal Highway Administration but does not have a DBE goal; however, Gibbs & Olson is committed to meeting the 10% Small Business Enterprise (SBE)/Disadvantage Business Enterprise goal. Gibbs & Olson is a Self-certified Small Business and is teaming with Global Transportation Engineering, a DBE firm. The table below provides details of our SBE/DBE project partners, and the amount dedicated to each firm.

Firm Name (DBE Certification Number)	Role on Project Team	Anticipated Commitment	Budget Total
Gibbs & Olson, Inc. (Self-Certified Small Business)	Project prime consultant	52.3%	\$31,913.89
Global Transportation Engineering (D5F0024325)	Illumination Design	9.7%	\$5,962.30
Total		62.0%	\$37,876.19

Please let me know if you have any questions about our DBE teaming partners.

Sincerely,

Carol L Ruiz, PE
Principal

File: 0000.0000

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

AutoCAD Civil3D, .dwg

B. Roadway Design Files

AutoCAD Civil3D, .dwg

C. Computer Aided Drafting Files

AutoCAD Civil3D, .dwg

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

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

Microsoft Word, .docx for reports and memorandums

Microsoft Excel, .xlsx for cost opinions

pdf for plansheets, reports, memorandums and cost opinions

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

N/A

II. Any Other Electronic Files to Be Provided

N/A

III. Methods to Electronically Exchange Data

ftp upload site, email, jump drive

A. Agency Software Suite

AutoCAD Civil3D, MS Office, Bluebeam Revu, Adobe Reader

B. Electronic Messaging System

MS Outlook

C. File Transfers Format

Microsoft Word, .docx for reports and memorandums

Microsoft Excel, .xlsx for cost opinions

pdf for plansheets, reports, memorandums and cost opinions

Exhibit D
Prime Consultant Cost Computations

SEE ATTACHED

Exhibit D - Budget Estimate

Six Rivers Regional Trail System, Phase 2 Design Budget

January 8, 2025



Page 1 of 1

		Principal	Engr VI	Engr IV	Engr II	Design Tech	WP	Sr. LS	LS	1MSC	2MSC	Electrical	Cultural	Cost
Task	Task Description													
1	Project management	1	4	12	0	0	1	0	0	0	0	\$0.00	\$0.00	\$3,178
2	Topographic Survey	0	0	2	0	2	0	9	16	4	18	\$0.00	\$0.00	\$7,843
3	Cultural Resource Survey	0	0	2	2	0	0	0	0	0	0	\$0.00	\$23,362.81	\$23,926
4	50% Design Documents	1	2	8	40	2	0	0	0	0	0	\$2,384.92	\$0.00	\$8,933
	50% Drawings	1	1	6	32	2	0	0	0	0	0	\$2,384.92	\$0.00	\$7,528
	50% Specifications	0	0	1	2	0	0	0	0	0	0	\$0.00	\$0.00	\$390
	50% Opinions of Cost	0	1	1	6	0	0	0	0	0	0	\$0.00	\$0.00	\$1,015
5	Final Design Documents	2	4	16	46	4	1	0	0	0	0	\$3,577.38	\$0.00	\$13,079
	90% Drawings	1	1	2	16	2	0	0	0	0	0	\$2,384.92	\$0.00	\$5,103
	90% Specifications	0	1	4	8	0	0	0	0	0	0	\$0.00	\$0.00	\$1,752
	90% Opinions of Cost	0	0	2	4	0	0	0	0	0	0	\$0.00	\$0.00	\$780
	100% Drawings	1	1	4	8	2	0	0	0	0	0	\$1,192.46	\$0.00	\$3,393
	100% Specifications	0	1	2	8	0	1	0	0	0	0	\$0.00	\$0.00	\$1,488
	100% Opinions of Cost	0	0	2	2	0	0	0	0	0	0	\$0.00	\$0.00	\$563
6	Bid Ad & Award	0	2	8	8	0	2	0	0	0	0	\$0.00	\$0.00	\$2,805
Subtotal		4	12	48	96	8	4	9	16	4	18	\$5,962.30	\$23,362.81	\$59,765.39
Negotiated Hourly Rate		\$241.10	\$192.88	\$173.59	\$108.15	\$103.33	\$82.66	\$158.44	\$125.37	\$96.44	\$192.88			
Mileage		\$100										\$161		\$261
GPS Equipment - \$35/Hr/Unit x 1 units x 16 hrs														
Reproduction														
Miscellaneous														
Total Expenses														
Total Budget Estimate														
												\$5,962.30	\$23,523.81	\$61,400.00

Exhibit E

Sub-consultant Cost Computations

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

SEE ATTACHED

Exhibit E

Table 1: Castle Rock Six Rivers Regional Trail Phase II Improvements Estimated Budget January 6, 2025							GTEng							
							Principal/Project Manager 3		Sr. Engineering Associate 4		Engineering Associate 1		Engineering Associate 2	
Task Description														
Task x.x – Meetings							2			2				
Task x.x – Lighting System Design – Six Rivers Trail							12			12	16	16		
Total Hours							14	0		14	16	16	\$	-
Hourly Rate							\$155.85		\$120.26		\$90.76		\$85.38	\$71.48
Totals - By Consultant							\$5,962.30							

Total Hours By Task	Total Labor By Task	Total Expenses By Task	Grand Total By Task
4	\$ 493.22	\$ -	\$ 493.22
56	\$ 5,469.08	\$ -	\$ 5,469.08
0	\$ -	\$ -	\$ -

Total Hours	Total Wages	Total Expenses	Project Total
60	\$ 5,962.30	\$ -	\$ 5,962.30

SUB TOTAL:		\$5,962.30	
------------	--	------------	--

Contingency Task Description														
Total Hours							0	0		0	0	0	\$ -	
Hourly Rate							\$1.00		\$1.00		\$1		\$1	
Totals - By Consultant							\$0.00							

Total Hours	Total Wages	Total Expenses	Project Total
0	\$ -	\$ -	\$ -
0	\$ -	\$ -	\$ -

SUB TOTAL:		\$0.00	
------------	--	--------	--

GRAND TOTAL: \$		5,962.30	
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Exhibit E

Archaeological Investigations Northwest, Inc.

CLIENT: Gibbs & Olson

Project Name: Six Rivers Regional Trail System Phase 2

Date: January 6, 2025

[illegible]

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

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

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

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

Exhibit G ***Certification Document***

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

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Gibbs & Olson, Inc.

whose address is

PO Box 400, Longview, WA 98632

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 City of Castle Rock
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.

Gibbs & Olson, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

January 8, 2025

Date

Exhibit G-1(b) Certification of City of Castle Rock

I hereby certify that I am the:

☐ Mayor

☐ Other

of the City of Castle Rock, and Gibbs & Olson, Inc.

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

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

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

Signature

Date

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

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

Gibbs & Olson, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

January 8, 2025

Date

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Step 5 Forward Documents to Local Programs

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

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

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

July 11, 2024

Gibbs & Olson
1157 3rd Ave, Suite 219
Longview, WA 98632-6005

Subject: Acceptance FYE 2023 ICR – Risk Assessment Review

Dear Rich Gushman:

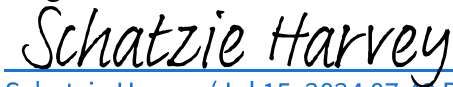
Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2023 ICR of 145.54%. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards,


[Schatzie Harvey \(Jul 15, 2024 07:42 PDT\)](#)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH:sms

GIBBS & OLSON, INC.
Actuals Not To Exceed Table (ANTE)

Gibbs & Olson, Inc. 1157 3rd Avenue, Ste. 219 Longview, WA 98632				
Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		145.54%	30.00%	
Principal	\$92.00	\$133.90	\$27.60	\$253.50
Engineer VI	\$76.00	\$110.61	\$22.80	\$209.41
Engineer V	\$74.00	\$107.70	\$22.20	\$203.90
Engineer IV	\$68.00	\$98.97	\$20.40	\$187.37
Engineer III	\$58.00	\$84.41	\$17.40	\$159.81
Engineer II	\$47.00	\$68.40	\$14.10	\$129.50
Engineer I	\$40.00	\$58.22	\$12.00	\$110.22
Design Technician II	\$40.00	\$58.22	\$12.00	\$110.22
Sr. Land Surveyor	\$62.00	\$90.23	\$18.60	\$170.83
Land Surveyor	\$52.00	\$75.68	\$15.60	\$143.28
1 Man Survey Crew	\$38.50	\$56.03	\$11.55	\$106.08
2 Man Survey Crew	\$77.00	\$112.07	\$23.10	\$212.17
3 Man Survey Crew	\$110.00	\$160.09	\$33.00	\$303.09
Senior Tech III	\$48.50	\$70.59	\$14.55	\$133.64
Senior Tech II	\$41.50	\$60.40	\$12.45	\$114.35
Senior Tech I	\$38.50	\$56.03	\$11.55	\$106.08
Resident Project Representative III	\$48.50	\$70.59	\$14.55	\$133.64
Resident Project Representative II	\$41.50	\$60.40	\$12.45	\$114.35
Resident Project Representative I	\$38.50	\$56.03	\$11.55	\$106.08
Technician I	\$30.00	\$43.66	\$9.00	\$82.66
Administrative Assistant	\$31.00	\$45.12	\$9.30	\$85.42
Intern	\$22.00	\$32.02	\$6.60	\$60.62

June 26, 2024

Global Transportation Engineering, Inc.
227 SW Pine St, Ste 220
Portland, OR 97204-2700

Subject: Acceptance FYE 2023 ICR – Risk Assessment Review

Dear Schuyler Robertson:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2023 ICR of 110.03%. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards,


[Schatzie Harvey \(Jun 26, 2024 13:38 PDT\)](#)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH:BJO

Actuals Not To Exceed Table (ANTE)

WSDOT Agreement: Global Transportaton Engineering 227 SW Pine St, Suite 220 Portland, OR 97204				
Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NT	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		110.03%	30.00%	
Principal/Project Manager 3	\$ 64.93	\$71.44	\$19.48	\$155.85
Sr. Project Engineer 3	\$ 64.93	\$71.44	\$19.48	\$155.85
Sr. Engineering Associate 4	\$ 50.10	\$55.13	\$15.03	\$120.26
Engineering Associate 1	\$ 37.81	\$41.60	\$11.34	\$90.76
Engineering Associate 2	\$ 35.57	\$39.14	\$10.67	\$85.38
Tech XIV	\$ 29.78	\$32.77	\$8.93	\$71.48

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

Agreement Number:

Firm/Organization Legal Name (do not use dba's): Gibbs & Olson, Inc.		
Address PO Box 400, Longview, WA 98632	Federal Aid Number	
UBI Number 600 113 860	Federal TIN 91-0727389	
Execution Date	Completion Date December 2028	
1099 Form Required ☒ Yes ☐ No	Federal Participation ☐ Yes ☒ No	
Project Title City Wide Pedestrian Improvements		
Description of Work The first part of this project includes flush mount barrier lights, wiring, conduit and wiring from an existing power source and capacity for future pedestrian lights on SR 411 (PH-10) Bridge over the Cowlitz River to the west. The second part includes updating school zone lights, adding speed read out displays and the construction of bulb-outs at key intersections where pedestrian activity is high and visibility of pedestrians is needed. The third part of this project includes installing a pedestrian activated crosswalk signal at the intersection of SR 411 (A Street SW) and Huntington Ave. South and the continuation of a sidewalk section from this same location, along SR 411 (Huntington Ave.) to Cowlitz Street to fill in a missing gap of sidewalk along this arterial street that connects to the downtown business and service area.		
☐ Yes ☐ Yes ☐ Yes ☐ Yes	☒ No DBE Participation ☒ No MBE Participation ☒ No WBE Participation ☒ No SBE Participation	Maximum Amount Payable: 115,900.00

Index of Exhibits

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

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

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

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

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

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

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

If to AGENCY:		If to CONSULTANT:	
Name:	David Vorse	Name:	Richard A. Gushman
Agency:	City of Castle Rock	Agency:	Gibbs & Olson, Inc.
Address:	PO Box 370	Address:	PO Box 400
City:	Castle Rock	City:	Longview
State:	WA	State:	WA
Zip:	98611-0370	Zip:	98632
Email:	crpwd@ci.castle-rock.wa.us	Email:	rgushman@gibbs-olson.com
Phone:	360.274.7478	Phone:	360.425.0991
Facsimile:		Facsimile:	360.423.3162

IV. Time for Beginning and Completion

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

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

V. Payment Provisions

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

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

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

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

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

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

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

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

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

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

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

Agreement Number:

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

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

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

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

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

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

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

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

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

Insurance Coverage

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

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

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

Name: David Vorse
Agency: City of Castle Rock
Address: PO Box 370
City: Castle Rock State: WA Zip: 98611
Email: crpwd@ci.castle-rock.wa.us
Phone: 360.274.7478
Facsimile:

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

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

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

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

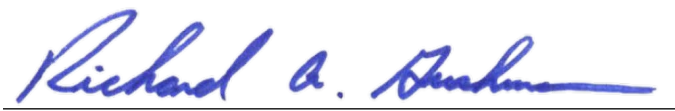
For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs,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

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

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

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

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


Signature

January 8, 2025
Date

Signature

Date

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

Exhibit A
Scope of Work

See attached scope of work.

Project No.

**EXHIBIT A
SCOPE OF WORK
CITY OF CASTLE ROCK
CITY WIDE PEDESTRIAN IMPROVEMENTS PROJECT**

PROJECT DESCRIPTION

The Agency has received project funding through the Washington State Department of Transportation and Federal Highways Administration to install city wide pedestrian improvements. The design will include intersection bulb outs and pedestrian crossing intersection improvements, extending a portion of sidewalk downtown, updating school zone lights and adding radar speed signs, and installing barrier mounted lighting on the SR 411 bridge

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

ASSUMPTIONS

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

- Vertical datum for the project will be NAVD88 and horizontal datum for the project will be NAD83/2011.
- The two new radar activated driver feedback speed signs will be connected to utility identified power source, and not solar powered.
- Existing ADA ramps at the SW and SE corners of D Street SW and Front Avenue S, and the NW and NE corner of Hibbard Street SW and Front Avenue S will be designed for replacement with bulbouts.
- The bridge has existing receptacles/electrical boxes for pedestrian lighting, and project work will be limited to design of conduit, wiring and connection to the existing electrical panel located near the west termination of B Street SW.
- Light spacing will be based on predetermined spacing and a photometric analysis will not be performed.
- Light poles and luminaires will be per Agency standard light poles.
- No structural engineering, foundation design, landscaping design, street lighting design, traffic signalization or offsite roadway design or striping is included in the scope of work.
- Design of utilities, such as water, sewer, storm, phone, cable, fiber optic, gas, power, etc. is not included.
- No geotechnical, historical, cultural resource or environmental work is included.
- No permit applications, including a Stormwater Pollution Prevention Plan (SWPPP), or fees are included in the scope of work and budget.
- Wetland, biological or habitat investigation or reports are not required.
- The Agency will obtain all required permits and approvals.
- Construction phase engineering services are not included. The Agency and Consultant may amend this contract to include construction phase services at the completion of the design phase.

- Project activities will qualify for a NEPA Categorical Exclusion to be prepared by the Consultant.
- The contract documents for this project will include the with the Six Rivers Regional Trail System Phase 2 project as a separate schedule.

DESIGN PHASES ENGINEERING SERVICES

During the Design Phase, the Consultant shall prepare final contract documents to show the general scope, extent and character of the construction work to be furnished and performed by the construction contractor. Final deliverables for the project will be one set of complete advertisement ready contract documents suitable for reproduction and distribution to prospective bidders.

Task 1 - PROJECT MANAGEMENT & ADMINISTRATION

Consultant shall provide project administration and project management consisting of the following:

1. General project administration.
2. Monthly narrative progress report as requested.
3. Coordination and communication with identified subconsultants.
4. Attend two meetings with the Agency to review project design.

Task 2 - SURVEY SERVICES

Consultant will perform a topographic survey for use in project design. Survey work to be performed includes the following:

1. Agency will mark project limits for underground utility locating with white paint. The Consultant, per the new DIGSAFEWA Design Request System Manual, will submit a Design Information Request (DIR) followed 5 business days later with a request to convert the DIR to a Design Locate Request (DLR) for utility locates within the project limits. Field locates should be completed by utility providers within 7 days of the Consultant making the DLR. The DIGSAFEWA Design Request System Manual indicates that submitting a DLR does not guarantee underground facilities will be marked with paint and that each DLR is handled on a case-by-case basis by the utilities. The Consultant will consult with the Agency if any known or suspected underground utilities within the Agency right-of-way and project limits are not marked with paint to have the Agency assist the Consultant in having third party utilities field locate and mark their underground utilities prior to the Consultant scheduling the field survey work.
2. Once Agency and Consultant are satisfied that underground utilities have been located within the project limits the Consultant will perform a topographic survey for the design and will prepare a project base map.
3. The Consultant will collect field data of existing topography for the proposed improvements, including sidewalk, curb and utility locates. Data collected will include crown of road, edge of pavement, curb, sidewalk, trees/landscape, visible utilities, underground utility locate marks and grade breaks.

4. The Consultant will prepare AutoCAD base map with existing features and surface model with 1-foot contours.

Task 3 - 50% DESIGN

Consultant will prepare 50% Design Drawings and Contract Documents for the A Street Bridge Lighting and for the City Wide Pedestrian Improvements. Work will include the following:

Task 3.a - Lighting System Design - A Street Bridge

Consultant will design the lighting system, conduit, and wiring for the A Street Bridge. Existing conduit and junction boxes are installed on the bridge and underground infrastructure to an existing power service location will be part of the design. The light spacing will be based on predetermined spacing and a photometric analysis will not be necessary.

Consultant will run voltage drop calculations to ensure proper sizing of electrical conductors and conduits. Conductors will be sized to not exceed maximum voltage drop and conduit fill capacity requirements per NEC requirements. Consultant will coordinate with the local electric utility regarding power source location for the proposed lighting.

Deliverables

- Voltage Drop Calculations

Task 3.b - Radar Activated Driver Feedback Speed Sign Design

Consultant will prepare plans for up to two new radar activated driver feedback speed signs on Huntington Avenue S and modifications to two existing school zone flashing beacons for new radar activated driver feedback speed signs and LED flashers on Roake Avenue SE.

The designs will meet current Agency, WSDOT design standards and the requirements of the Manual on Uniform Traffic Control Devices. Consultant will work closely with the Agency throughout the design process. Specific tasks for this installation will include:

- Field review of the existing conditions to avoid below and above ground conflicts and understand the existing school flasher systems.
- Design the new sign and supports.
- Provide conduits and wiring from the two new radar activated driver feedback speed signs to utility identified power source. If solar power is the preferred power source, Consultant will coordinate the solar panel requirements with manufacturers.

Task 3.c - Prepare 50% Drawings and Contract Documents

Consultant will prepare drawings and Contract Documents for the project.

It is anticipated the drawing set will consist of twenty-three (23) sheets including:

- Cover sheet – 1 sheet
- Notes legend and abbreviation sheet – 1 sheet
- Alignment and survey control sheet – 1 sheet
- Existing Conditions Plan – 1 sheet
- Site preparation plan & detail sheets – 3 sheets
- Intersection plan & detail sheets - 3 plan sheets
- Channelization and signing plan & details – 2 sheets
- Bridge Lighting Electrical plans and details – 4 sheets

- Radar Activated Driver Feedback Speed Sign System Plan - 2 sheets
- School Speed Zone Flasher System Modification Plans – 2 sheets
- Flasher System Details – 1 sheet
- Traffic Control Plan – 2 sheets

Contract documents will be prepared using the 2024 WSDOT/ APWA format.

2. Consultant will perform an in-house QC review of the design drawings near the 50% completion stage to ensure the documents are consistent in presentation of the design information. QC review comments will be incorporated into the design.
3. An electronic .pdf file of the 50% drawings will be submitted to the Agency for review and comment. Agency comments will be incorporated into the 90% documents as appropriate.

Task 4 - PREPARE 90% AND BID READY (100%) DRAWINGS AND CONTRACT DOCUMENTS

Under this task the Consultant will:

1. Prepare 90% and final drawings, building on the 50% complete documents, to show the general scope, extent and character of the construction work to be by a contractor. The anticipated list of drawings is listed under Task 3 above.
2. 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").
3. 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.
4. 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.
5. 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.
6. Consultant will perform an in-house QC review of the design drawings near the final completion stage to ensure the documents are consistent in presentation of the design information. QC review comments will be incorporated into the final design.
7. 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.

Final Design Phase Engineering Deliverables include the following:

- Monthly progress reports.
- Meeting notes from project meetings.
- 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 - BID AD & AWARD

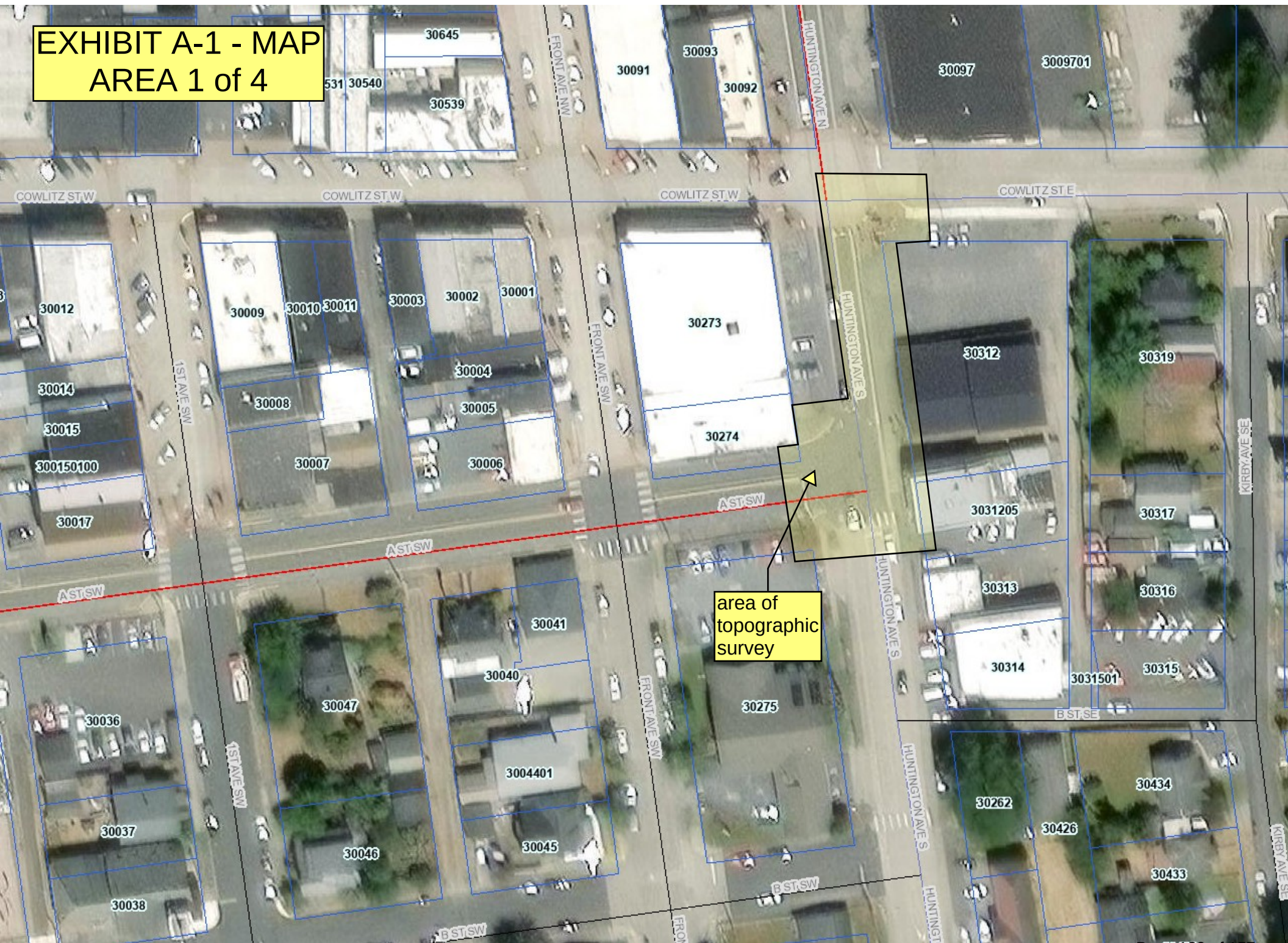
Under this task the Consultant will:

1. Consultant will assist Agency in advertising the project for construction bids.
2. Consultant will receive questions from prospective bidders and prepare appropriate responses.
3. Consultant will issue an addendum, if required, to identify, clarify, amend or expand the Bidding Documents.
4. Consultant will review bids received, verify low bidder's state licensing and bonding, check references and prepare a letter to Agency consisting of the bid tabulation and the Consultant's recommendation regarding award of the construction contract.
5. Consultant's responses to bidder questions, the addendum and the Consultant's letter of regarding recommendation of award will be provided to the Agency in .pdf format.

CONSTRUCTION PHASE ENGINEERING SERVICES

Construction Phase Services are not included in this Agreement. Construction Phase Services may be added by Agency and Consultant by amendment at a future date.

EXHIBIT A-1 - MAP
AREA 1 of 4



**EXHIBIT A-1 - MAP
AREA 2 of 4**



area of
topographic
survey

EXHIBIT A-1 - MAP
AREA 3 of 4

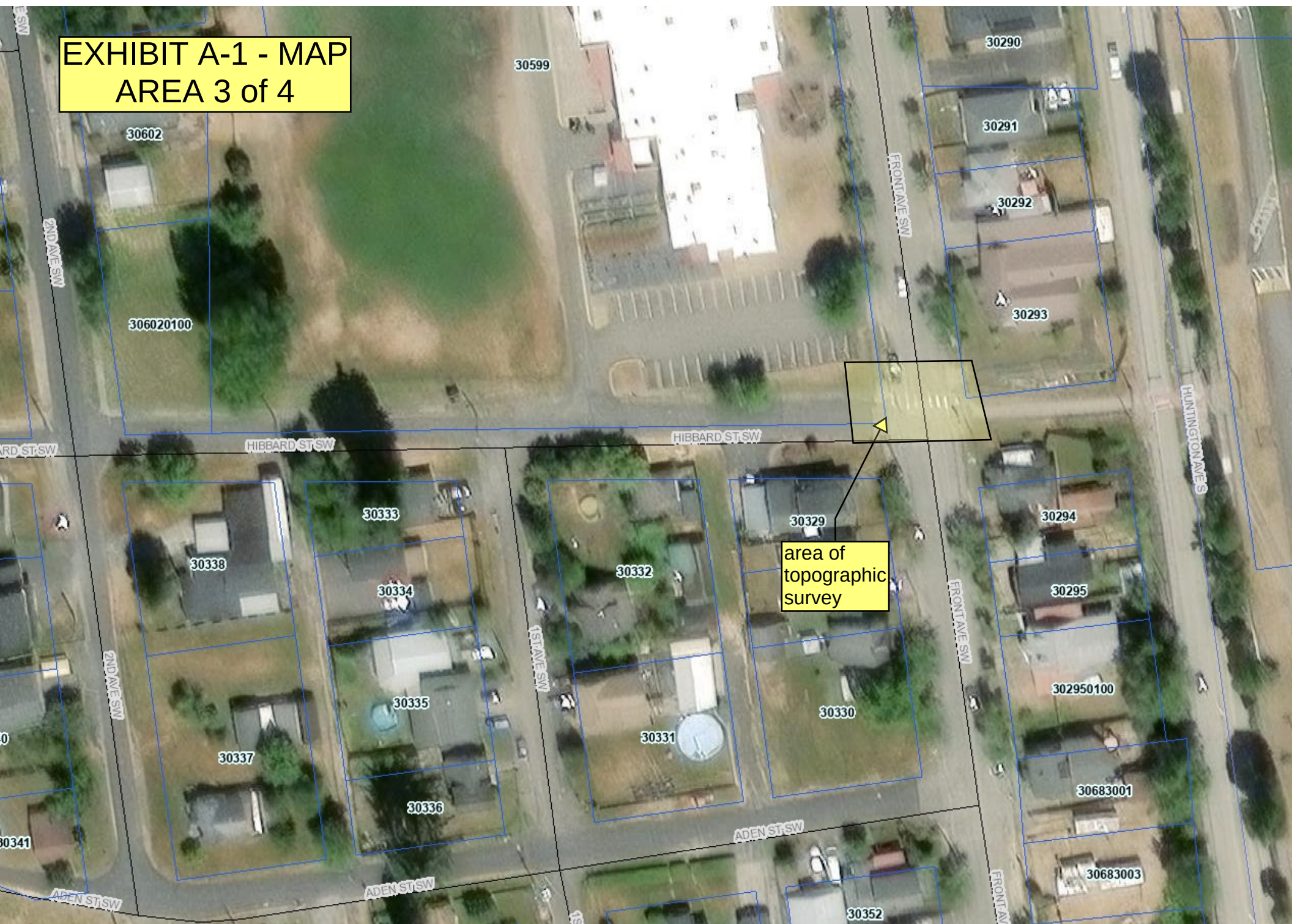


EXHIBIT A-1 - MAP
AREA 4 of 4

area of
topographic
survey

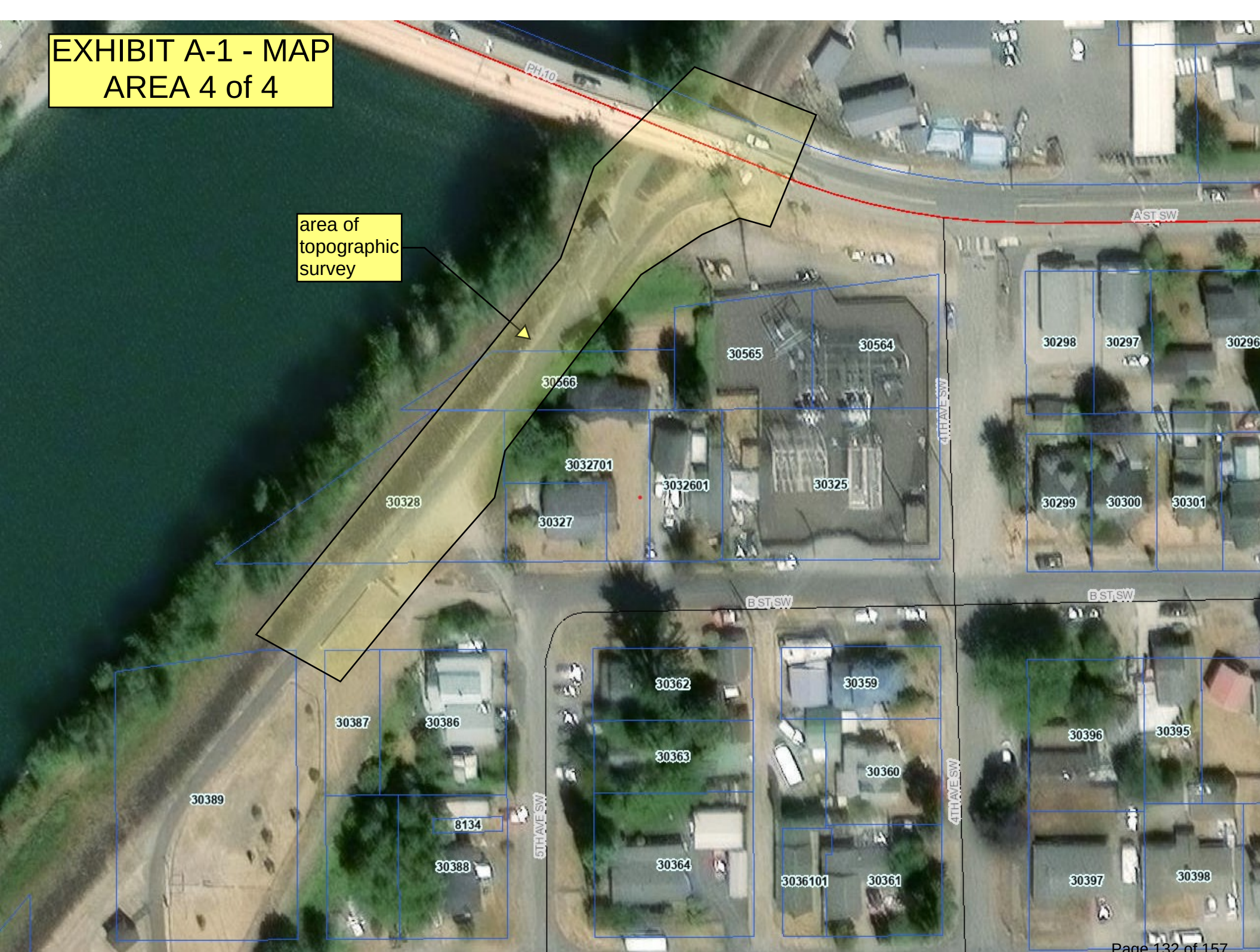


Exhibit B

DBE Participation Plan

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

SEE ATTACHED SBE/DBE PARTICIPATION PLAN.



January 8, 2025

David Vorse
Public Works Director
City of Castle Rock
PO Box 370
Castle Rock, WA 98611

RE: City Wide Pedestrian Improvements, SBE/DBE Participation Plan

Dear David,

This project is currently funded by the Federal Highway Administration but does not have a DBE goal; however, Gibbs & Olson is committed to meeting the 10% Small Business Enterprise (SBE)/Disadvantage Business Enterprise goal. Gibbs & Olson is a Self-certified Small Business and is teaming with Global Transportation Engineering, a DBE firm. The table below provides details of our SBE/DBE project partners, and the amount dedicated to each firm.

Firm Name (DBE Certification Number)	Role on Project Team	Anticipated Commitment	Budget Total
Gibbs & Olson, Inc. (Self-Certified Small Business)	Project prime consultant	79.2%	\$91,832.91
Global Transportation Engineering (D5F0024325)	Illumination Design	20.8%	\$24,067.09
Total		100.0%	\$115,900.00

Please let me know if you have any questions about our DBE teaming partners.

Sincerely,

Carol L Ruiz, PE
Principal

File: 0000.0000

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

AutoCAD Civil3D, .dwg

B. Roadway Design Files

AutoCAD Civil3D, .dwg

C. Computer Aided Drafting Files

AutoCAD Civil3D, .dwg

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

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

Microsoft Word, .docx for reports and memorandums

Microsoft Excel, .xlsx for cost opinions

pdf for plansheets, reports, memorandums and cost opinions

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

N/A

II. Any Other Electronic Files to Be Provided

N/A

III. Methods to Electronically Exchange Data

ftp upload site, email, jump drive

A. Agency Software Suite

AutoCAD Civil3D, MS Office, Bluebeam Revu, Adobe Reader

B. Electronic Messaging System

MS Outlook

C. File Transfers Format

Microsoft Word, .docx for reports and memorandums

Microsoft Excel, .xlsx for cost opinions

pdf for plansheets, reports, memorandums and cost opinions

Exhibit D
Prime Consultant Cost Computations

SEE ATTACHED

Exhibit D - Budget Estimate
City Wide Pedestrian Improvements
January 8, 2025



		Principal	Engr VI	Engr IV	Engr III	Engr II	Design Tech	WP	Sr. LS	LS	1MSC	2MSC	Electrical	Cost
Task	Task Description													
1	Project management and meetings	2	6	16	4	0	0	0	0	0	0	0	\$ 1,272.47	\$ 6,537.77
2	Topographic Survey	0	0	2	0	0	0	0	20	68	0	68	0	\$26,662
3	50% Design Documents	2	6	18	28	56	16	0	0	0	0	0	\$ 9,097.85	\$28,287
	50% Drawings	2	4	16	24	48	16	0	0	0	0	0	\$ 9,097.85	\$ 23,824.92
	50% Specifications	0	2	2	4	8	0	0	0	0	0	0	\$0	\$2,231
	50% Opinions of Cost	0	2	2	4	8	0	0	0	0	0	0	\$0	\$2,231
4	Final Design Documents	2	9	42	50	112	16	8	0	0	0	0	\$ 13,646.77	\$45,644
	90% Drawings	1	2	20	24	48	8	0	0	0	0	0	\$ 9,097.85	\$ 23,032.06
	90% Specifications	0	1	2	4	8	0	4	0	0	0	0	\$0	\$2,380
	90% Opinions of Cost	0	2	2	2	6	0	0	0	0	0	0	\$0	\$1,722
	100% Drawings	1	2	14	14	36	8	0	0	0	0	0	\$ 4,548.92	\$ 14,613.73
	100% Specifications	0	1	2	4	8	0	4	0	0	0	0	\$0	\$2,380
	100% Opinions of Cost	0	1	2	2	6	0	0	0	0	0	0	\$0	\$1,517
5	Bid Ad & Award	2	1	8	2	8	4	0	0	0	0	0	\$0	\$3,782
Total		8	24	88	88	184	36	8	20	68	0	68	\$ 24,017.09	
Negotiated Hourly Rate		\$255.53	\$204.42	\$183.98	\$146.02	\$108.78	\$108.05	\$88.34	\$167.92	\$132.87	\$102.21	\$204.42		
Subtotal														\$110,913.54
Mileage														\$ 50 \$250
GPS Equipment - \$35/Hr/Unit x 2 units x 60 hrs														\$4,200
Reproduction														\$250
Miscellaneous														\$286.46
Total Budget Estimate														\$ 24,067.09 \$115,900.00

Exhibit E

Sub-consultant Cost Computations

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

SEE ATTACHED

Table 1: Castle Rock Pedestrian Improvements Estimated Budget January 6, 2025	GTEng					
	Principal/Project Manager 3	Sr. Engineering Associate 4	Engineering Associate 1	Engineering Associate 2	Tech XIV	Expenses
Task Description						
Task x.x – Meetings	7		2			\$ 50.00
Task x.x – Lighting System Design – A Street Bridge	18		20	36	20	
Task x.x – Radar Activated Driver Feedback Speed Sign Design Design	20	8	36	40	40	

Total Hours 45 8 58 76 60 \$ 50.00

Hourly Rate \$155.85 \$120.26 \$90.76 \$85.38 \$71.48

Totals - By Consultant \$24,067.09

Contingency Task Description						

Total Hours 0 0 0 0 0 \$ -

Hourly Rate \$1.00 \$1.00 \$1 \$1 \$1

Totals - By Consultant \$0.00

Total Hours By Task	Total Labor By Task	Total Expenses By Task	Grand Total By Task
9	\$ 1,272.47	\$ 50.00	\$ 1,322.47
94	\$ 9,123.78	\$ -	\$ 9,123.78
144	\$ 13,620.84	\$ -	\$ 13,620.84
0	\$ -	\$ -	\$ -

Total Hours	Total Wages	Total Expenses	Project Total
247	\$ 24,017.09	\$ 50.00	\$ 24,067.09

SUB TOTAL: \$24,067.09

0	\$ -	\$ -	\$ -
0	\$ -	\$ -	\$ -

Total Hours	Total Wages	Total Expenses	Project Total
0	\$ -	\$ -	\$ -

SUB TOTAL: \$0.00

GRAND TOTAL: \$ 24,067.09

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

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

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

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

Exhibit G

Certification Document

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

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Gibbs & Olson, Inc.

whose address is

PO Box 400, Longview, WA 98632

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 City of Castle Rock
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.

Gibbs & Olson, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

January 8, 2025

Date

Exhibit G-1(b) Certification of City of Castle Rock

I hereby certify that I am the:

☐ Mayor

☐ Other

of the City of Castle Rock, and Gibbs & Olson, Inc.

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

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

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

Signature

Date

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

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

Gibbs & Olson, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

January 8, 2025

Date

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

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

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

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

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

Gibbs & Olson, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

January 8, 2025

Date

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Step 5 Forward Documents to Local Programs

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

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

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

July 11, 2024

Gibbs & Olson
1157 3rd Ave, Suite 219
Longview, WA 98632-6005

Subject: Acceptance FYE 2023 ICR – Risk Assessment Review

Dear Rich Gushman:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2023 ICR of 145.54%. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards,



[Schatzie Harvey \(Jul 15, 2024 07:42 PDT\)](#)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:sms

GIBBS & OLSON, INC.
Actuals Not To Exceed Table (ANTE)

Gibbs & Olson, Inc. 1157 3rd Avenue, Ste. 219 Longview, WA 98632				
Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		145.54%	30.00%	
Principal	\$92.00	\$133.90	\$27.60	\$253.50
Engineer VI	\$76.00	\$110.61	\$22.80	\$209.41
Engineer V	\$74.00	\$107.70	\$22.20	\$203.90
Engineer IV	\$68.00	\$98.97	\$20.40	\$187.37
Engineer III	\$58.00	\$84.41	\$17.40	\$159.81
Engineer II	\$47.00	\$68.40	\$14.10	\$129.50
Engineer I	\$40.00	\$58.22	\$12.00	\$110.22
Design Technician II	\$40.00	\$58.22	\$12.00	\$110.22
Sr. Land Surveyor	\$62.00	\$90.23	\$18.60	\$170.83
Land Surveyor	\$52.00	\$75.68	\$15.60	\$143.28
1 Man Survey Crew	\$38.50	\$56.03	\$11.55	\$106.08
2 Man Survey Crew	\$77.00	\$112.07	\$23.10	\$212.17
3 Man Survey Crew	\$110.00	\$160.09	\$33.00	\$303.09
Senior Tech III	\$48.50	\$70.59	\$14.55	\$133.64
Senior Tech II	\$41.50	\$60.40	\$12.45	\$114.35
Senior Tech I	\$38.50	\$56.03	\$11.55	\$106.08
Resident Project Representative III	\$48.50	\$70.59	\$14.55	\$133.64
Resident Project Representative II	\$41.50	\$60.40	\$12.45	\$114.35
Resident Project Representative I	\$38.50	\$56.03	\$11.55	\$106.08
Technician I	\$30.00	\$43.66	\$9.00	\$82.66
Administrative Assistant	\$31.00	\$45.12	\$9.30	\$85.42
Intern	\$22.00	\$32.02	\$6.60	\$60.62

June 26, 2024

Global Transportation Engineering, Inc.
227 SW Pine St, Ste 220
Portland, OR 97204-2700

Subject: Acceptance FYE 2023 ICR – Risk Assessment Review

Dear Schuyler Robertson:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2023 ICR of 110.03%. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards,


[Schatzie Harvey \(Jun 26, 2024 13:38 PDT\)](#)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH:BJO

Actuals Not To Exceed Table (ANTE)

WSDOT Agreement: Global Transportaton Engineering 227 SW Pine St, Suite 220 Portland, OR 97204				
Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NT	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		110.03%	30.00%	
Principal/Project Manager 3	\$ 64.93	\$71.44	\$19.48	\$155.85
Sr. Project Engineer 3	\$ 64.93	\$71.44	\$19.48	\$155.85
Sr. Engineering Associate 4	\$ 50.10	\$55.13	\$15.03	\$120.26
Engineering Associate 1	\$ 37.81	\$41.60	\$11.34	\$90.76
Engineering Associate 2	\$ 35.57	\$39.14	\$10.67	\$85.38
Tech XIV	\$ 29.78	\$32.77	\$8.93	\$71.48