









CITY COUNCIL WORKSHOP MEETING AGENDA
Monday, October 1, 2018, 4:30 PM
City Hall, 616 NE 4th Avenue

I. CALL TO ORDER


II. ROLL CALL

III. PUBLIC COMMENTS

IV. WORKSHOP TOPICS

- A. City of Camas Business Licenses Presentation
Presenter: Cathy Huber Nickerson, Finance Director
 [Business License Presentation](#)
- B. 2018 Limited General Obligation (GO) Bond Ordinance Presentation
Presenter: Cathy Huber Nickerson
 [2018 Limited GO Bond Ordinance Presentation](#)
- C. City of Camas 2019-2020 Recommended Budget
Presenter: Cathy Huber Nickerson, Finance Director
(Presentation will be provided at the meeting)
- D. NE 3rd Avenue Bridge Seismic Retrofit Consultant Contract
Presenter: James Carothers, Engineering Manager
 [Staff Report - NE 3rd Avenue Bridge](#)
[NE 3rd Avenue Bridge Consultant Contract](#)
- E. Department of Natural Resources (DNR) Easement Exchange
Presenter: Sam Adams, Utilities Manager
 [Staff Report - DNR Easement Exchange](#)
[DNR Easement Exchange Agreement](#)
- F. Temporary Sewer Flow Monitoring
Presenter: Sam Adams, Utilities Manager
 [Staff Report - Temporary Sewer Flow Monitoring](#)
[Temporary Sewer Flow Monitoring Proposal](#)
- G. Solid Waste and Recycling Rate Collection Presentation
Presenter: Sam Adams, Utilities Manager
 [Staff Report - Solid Waste Level of Service and Rates](#)
[Solid Waste Rate Presentation](#)

- H. Engineering Staff Reclassifications
Presenter: Steve Wall, Public Works Director

 [Staff Report - Engineering Staffing](#)

- I. Public Works Miscellaneous and Updates
Details: This is a placeholder for miscellaneous or emergent items.
Presenter: Steve Wall, Public Works Director
- J. Community Development Miscellaneous and Updates
Details: This is a placeholder for miscellaneous or emergent items.
Presenter: Phil Bourquin, Community Development Director
- K. City Administrator Miscellaneous Updates and Scheduling
Details: This is a placeholder for miscellaneous or scheduling items.
Presenter: Pete Capell, City Administrator

V. COUNCIL COMMENTS AND REPORTS

VI. PUBLIC COMMENTS

VII. ADJOURNMENT

NOTE: The City welcomes public meeting citizen participation. For accommodations; call 360.834.6864.



BUSINESS LICENSES

CITY OF CAMAS - 2019



WHAT IS A BUSINESS LICENSE?

License to legally conduct business within the City.

RCW 35A.82.020 Code cities may “exercise the authority authorized by general law for any class of city to license and revoke the same for cause, to regulate, make inspections and to impose excises for regulation or revenue in regard to all places and kinds of business, production, commerce, entertainment, exhibition, and upon all occupations, trades and professions and any other kind of lawful activity...”

Any city may require a general business license for any person or company “engaging in business” within city limits. This includes businesses that are physically located within the city, as well as businesses that are physically located elsewhere but engage in business within the city.

WHY A BUSINESS LICENSE?

Cities have several reasons and approach business licenses with different purposes:

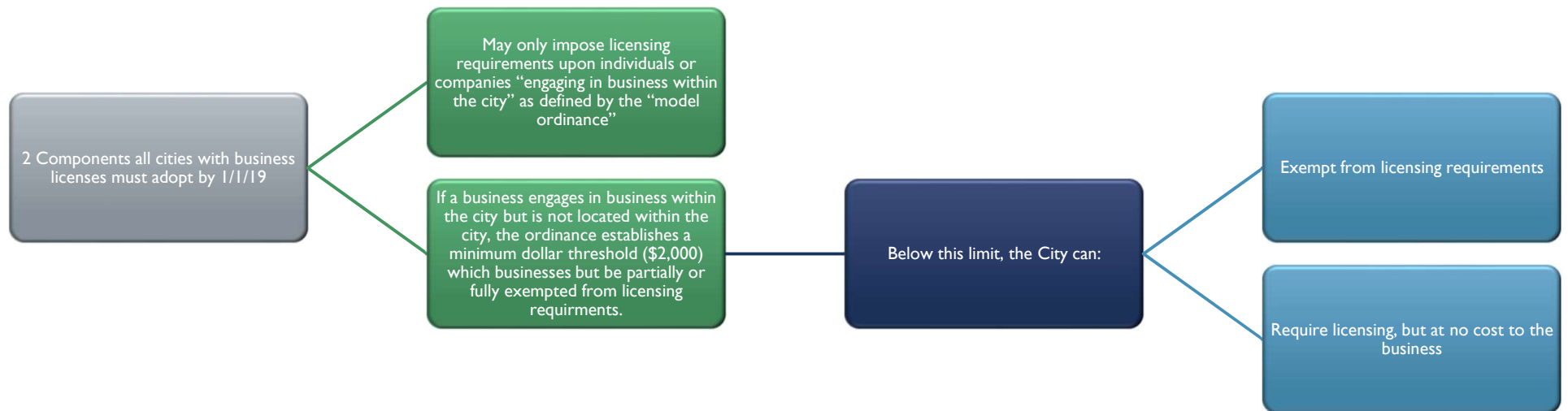
Monitoring
business activities
within the City

Regulating certain
types of business
activities to ensure
public safety and
code compliance

Generating
revenue

Analyzing and
cultivating business
growth

EHB 2005 PROVIDED UNIFORMITY FOR BUSINESS LICENSES STATEWIDE



WHAT ARE THE OPTIONS?



- Business Licenses can include:
 - Fees and thresholds (provided they comply with the model ordinance)
 - Approval process and conditions
 - License terms and expirations dates
 - Penalties
 - Suspension, revocation and appeals

Some cities provide for exemptions for certain business types or require the license but do not charge a fee. Examples include:

- Nonprofit and religious groups
- Minors engaged in babysitting, newspaper delivery, lemonade stands, lawn mowing, etc.
- Private ambulance operators
- Common carrier delivery of goods and services
- Farmers selling their own produce
- Businesses below a certain income threshold
- Businesses that only do casual or isolated sales

However, these individuals and businesses may still be subject to state business licensing requirements

ANY EXEMPTIONS?

Regulatory businesses which require additional regulation, oversight for code enforcement or public safety could have higher fees. Examples include:

- Door-to-door solicitors
- Fireworks stands
- Heavy manufacturing
- Short-term rentals
- Taxi-cabs

Some cities raise revenues by charging business license fees on a sliding scale based on criteria such as employees or number of employee hours worked or the square footage of the business.

WHAT ABOUT ADDITIONAL FEES TO RECOUP COSTS?

New state law in RCW 35.90, requires all cities to partner with BLS or FileLocal over the next few years.

Deadlines include:

BLS
12/31/2022

FileLocal
7/1/2020

License fees and thresholds are established by the City

HOW TO ISSUE BUSINESS LICENSE?

Discuss specific options with Council for direction

15 Oct. 2018

Oct.–Nov.

Public Outreach

Public Hearing

19 Nov. 2018

Business License Ordinance Consideration

3 Dec. 2018

NEXT STEPS

2018 LIMITED GENERAL OBLIGATION BOND ORDINANCE

City of Camas

01

Bond Ordinance

02

Preliminary
Official
Statement

03

Rating
Presentation

04

Bond Purchase
Agreement

05

Review Market
Conditions

06

Price the Bonds

07

Closing

- Finalizes the documents
- Official Statement

SPECIFIC STEPS FOR THE BOND ISSUE

BOND ORDINANCE

- What is the intent of the bond ordinance?
 - Council authorizes the issuance of bonds
 - Not to exceed amount
 - Projects
 - Setting of Parameters of the bonds
 - Appointing of representative to approve the final terms

KEY PROVISIONS

Bond Registrar
Section 4

Payment of the
Bonds
Section 7

Failure to Pay
Bonds
Section 10

Pledge of Taxes
Section 11

Sale of the
Bonds
Section 14

Continuing
Disclosure
Section 16

Next October 15
Workshop – final review
Regular Meeting – Ordinance
Consideration

QUESTIONS



Staff Report

October 1, 2018 Council Workshop

NE 3rd Avenue Bridge Seismic Retrofit Consultant Contract

Staff Contact	Phone	Email
James Carothers, Engineering Manager	360.817.7230	jcarothers@cityofcamas.us

SUMMARY: The City has received a federal grant in the amount of \$1,989,980 for seismic upgrades to the NE 3rd Avenue Bridge over the Washougal River. The estimated overall cost for this project is \$2.1 Million, including local funds of approximately \$110,000. This project will reinforce the bridge in a manner that will increase its resistance in the event of a large seismic occurrence.

Staff has negotiated a contract with HHPR for design, permitting and right-of-way services in the amount of \$570,140. The City's match to the grant for design, permitting and right-of-way acquisition is 13.5%. Anticipated expenditures of approximately \$120,000 for 2018 will be incorporated into the fall omnibus with the remainder of costs for design, permitting, right-of-way acquisition and construction to be included in the 2019/2020 biennium budget. It is anticipated that construction will commence and be completed in 2020.



NE 3rd Avenue Washougal River Bridge

RECOMMENDED ACTION: This contract will be placed on the October 15, 2018 Consent Agenda for Council's consideration.

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

Agreement Number:

Firm/Organization Legal Name (do not use dba's): Harper Houf Peterson Righellis Inc.		
Address 1104 Main Street, Suite 100, Vancouver, WA 98660	Federal Aid Number	
UBI Number	Federal TIN or SSN Number 93-1045332	
Execution Date October _____, 2018	Completion Date December 31, 2020	
1099 Form Required <input type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Project Title NE 3rd Avenue Bridge Seismic Retrofit		
Description of Work The existing NE 3rd Avenue Bridge in Camas is a two span structure approximately 225 feet long, carrying four lanes of traffic over the Washougal River. The nearest cross streets are NE Shepherd Road in Washougal, and NE 2nd Avenue in Camas. The bridge is comprised of two side by side structures, the first being a 1947 steel girder bridge which was then widened in 1970 with a concrete girder bridge. The scope of work shall include the project management, surveying, geotechnical investigation, structural and civil engineering required for the Seismic Bridge Upgrades and Associated Street and Drainage Improvements, environmental permitting, right-of-way services, and Federal Aid funding processing through WSDOT Local Programs.		
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation	Maximum Amount Payable: \$ 570,140

Index of Exhibits

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

Agreement Number:

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

Agreement Number:

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

In the absents of a mandatory UDBE, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall submit 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 involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation. Non-minority, woman owned DBEs does not count towards UDBE goal attainment.

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

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

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

If to AGENCY:

Name: James E. Carothers
Agency: City of Camas
Address: 616 NE 4th Avenue
City: Camas State: WA Zip: 98607
Email: jcarothers@cityofcamas.us
Phone: 360.817.7230
Facsimile: 360.834.1535

If to CONSULTANT:

Name: Charles L. Harper
Agency: Harper Houf Peterson Righellis Inc.
Address: 1104 Main Street, Suite 100
City: Vancouver State: WA Zip: 98660
Email: chuck@hhpr.com
Phone: 360.750.1131
Facsimile: 360.750.1141

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.

Agreement Number:

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. 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 Fixed 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 fixed 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 fixed 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 fixed fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fixed fee.

Agreement Number:

- B. **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.
- C. **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.
- D. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements 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.
- E. **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 a 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
- F. **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.

Agreement Number:

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

Agreement Number:

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

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

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

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

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

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

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.

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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: James E. Carothers
Agency: City of Camas
Address: 616 NE 4th Avenue
City: Camas State: WA Zip: 98607
Email: jcarothers@cityofcamas.us
Phone: 360.817.7230
Facsimile: 360.834.1535

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 part , 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.

Agreement Number:

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

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.

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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.

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

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

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

XX. Records Maintenance

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

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

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

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

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

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

Signature

Date

Signature

Date

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

Exhibit A Scope of Work

Project No. City # T1010

See Attached Scope of Work

Agreement Number:

Project Description

The existing NE 3rd Avenue Bridge in Camas is a two span structure approximately 225 feet long, carrying four lanes of traffic over the Washougal River. The nearest cross streets are NE Shepherd Road in Washougal, and NE 2nd Avenue in Camas. The bridge is comprised of two side by side structures, the first being a 1947 steel girder bridge which was then widened in 1970 with a concrete girder bridge. The bridge provides a critical arterial link between the cities of Camas and Washougal, and has ADTs in the range of 10k. Camas has received Federal Funding through the WSDOT Local Bridge Program to design and construct seismic and other related improvements.

Project Scope Elements - The project elements include the following:

Bridge Structure Retrofit – All required structural retrofit seismic bridge upgrades including related bridge and street work impacted by the retrofit upgrades.

Street Improvements - Street resurfacing is limited to repair and resurfacing patching as a result of the retrofit work, and does not include overall street resurfacing. Signing and striping is limited to the work associated with the retrofit work. Lighting upgrades or modifications are not anticipated.

Drainage – Storm drainage improvements are limited to minor upgrades to provide any required best management practice upgrades associated with the bridge retrofit work.

Scope of Services

The scope of work shall include the project management, surveying, geotechnical investigation, structural and civil engineering required for the seismic bridge upgrades, environmental permitting, right-of-way services, and Federal Aid funding processing through WSDOT Local Programs.

The scope of services shall consist of the following main tasks:

- Task 1: Project Management and Coordination
- Task 2: Surveying Services
- Task 3: Geotechnical Investigation (by Hart Crowser)
- Task 4: Engineering Design and PSE
- Task 5: Environmental Permitting / Compliance Services
- Task 6: Cultural Resources Permitting / Compliance Services (by Archaeological Investigations NW)
- Task 7: Right of Way Services (by Universal Field Services, Inc.)
- Task 8: Right of Way Plans and Documents

The project scope shall include all tasks required to complete Plans, Specifications, and Estimates (PSE), right-of-way, permitting, construction authorization, bid and award as described below.

Task 1 – Project Management and Coordination

1.1 - Project Management and Coordination

- Provide management, coordination, and direction to the Project team in order to complete the project on time and within budget.
- Schedule and administer project team meetings. This includes progress/coordination meetings, and document review meetings, as well as representatives from the City of Camas and other agencies as needed.

Scope of Work

- Establish a quality management program, and designate responsibility for review of technical work and other deliverable products.
- Manage the project UDBE Goal program. The UDBE Goal for this project is 7%.
- Manage and monitor required WSDOT processes and represent the City as directed.
- Coordinate and consult with City Staff, WSDOT Highways & Local Programs (H&LP), and the WSDOT Bridge Office as needed.
- Coordinate with private and public utilities, including power, phone, cable, gas, and other utilities.

Deliverables:

- Meeting Summaries and Follow-up
- WSDOT PE Phase Authorization Package

1.2 - Project Scheduling

HHPR shall prepare and submit project schedule (Microsoft Project) to the City, and provide updates as required.

Deliverables:

- Project Schedule and Updates

1.3 – Preliminary Engineering Phase Authorization Package

HHPR will prepare PE Phase Authorization Package including Project Prospectus, Local Agency Agreement, Cost Estimate, STIP / Award Letter Documents and Exhibits, UDBE Exhibit, and Authorization Checklist.

Deliverables:

- WSDOT PE Phase Authorization Package

1.4 - Public Outreach Assistance

As requested by the City, HHPR will provide project information requested by the City for City-led public outreach.

Deliverables:

- Requested Public Outreach Materials

Task 2 – Surveying Services

The purpose of this survey is to provide right-of-way resolution and to provide the necessary data for the retrofit and upgrade of the NE 3rd Avenue Bridge.

2.1 - Records Research

- Research survey records available through Clark County.
- Research city and county right-of-way records.
- Research Washington State Department of Transportation right-of-way maps and deeds.
- Check for Department of Natural Resources aquatic leases over existing bridge.

2.2 - Right-of-way Resolution

- Perform a field traverse to establish project survey control and locate existing right-of-way survey monumentation.
- Evaluate and process field survey data and resolve right-of-way location of NE 3rd Avenue from NE 2nd Avenue to the end of the right-of-way tangent on the northerly side of the Washougal River
- Prepare right-of-way basemap to be used with topographic data and construction staging.

2.3 - Bridge Survey

- Perform laser scanning of bridge deck and bridge superstructure and substructure
- Perform QC survey using traditional survey methods to QC laser scanning data
- Register all scans into one point cloud and extract data requested by HHPR design team
- Prepare BIM model in Revit Software for HHPR design team

Assumptions:

- Filing of a Record of Survey and right-of-way retracement is not included
- No maps or other documents are required to be submitted to the City or to WSDOT. All survey products will be delivered to the internal design team.
- Any permits to remove or replace survey monuments is not included and will be completed during the construction phase.
- Establishment of the Flood Plain and any FEMA documentation or permitting is not required at this time and will be considered additional services if it becomes necessary.
- Topographic mapping of the surrounding ground features is not required. All survey mapping is limited to the bridge substructure and bridge deck.

Deliverables:

- Deliverables will be an AutoCAD 2018 drawing file, Point Cloud and Revit Model.

Task 3 – Geotechnical Investigation (by Hart Crowser, Inc. - HC)

Hart Crowser (HC) will provide geotechnical engineering support for the design of the retrofit. Specific services to be completed will include the following items.

- Review relevant, readily available geologic, geologic hazard, and soil maps that cover the site vicinities.
- Review as-builts and existing bridge information.
- Coordinate clearance of existing site utilities via the One-Call Service.
- Support HHPR coordination of permits and access for in-water drilling as needed.
- Obtain City of Camas right-of-way permit and provide subcontracted traffic control services during drilling.
- Drill three borings, one at each bridge abutment location using mud-rotary auger and rock coring methods with a truck-mounted drill rig. Borings will be drilled to approximately 20 to 25 feet into competent bedrock. Based on existing embankment heights, we anticipate that borings will be drilled to depths between 20 and 50 feet below existing road grades and mudline. We have assumed that drilling can be completed in 2 to 3 days. The boring for the middle abutment will be drilled through an 8-inch core through the existing bridge deck. Hart Crowser will coordinate with structural engineers at HHPR and relevant subcontractors to choose an appropriate location for the deck core.
- Obtain samples at representative intervals from the explorations using Standard Penetration Test (SPT) methods and rock coring methods, observe groundwater conditions, and maintain detailed

logs of each exploration in general accordance with the American Society for Testing and Materials (ASTM) Test Method D 2488.

- Perform laboratory tests on select soil samples obtained from the explorations to evaluate pertinent engineering characteristics, including the following tests at each site, for budgeting purposes:
 - Up to 20 moisture content determinations in general accordance with ASTM Test Method D 2216
 - Up to 4 Atterberg limits determinations in general accordance with ASTM Test Method D 4318
 - Up to 6 gradation determinations in general accordance with ASTM Test Method D 422
 - Up to 4 rock unconfined compression tests in general accordance with ASTM Test Method D 422
- Evaluate soil conditions encountered during field exploration work; evaluate seismic hazards; and develop geotechnical design recommendations for evaluation of existing abutments and foundations.
- Conduct engineering analysis to evaluate site specific seismic hazards, liquefaction and ground settlement potential, abutment stability, and foundation and retaining wall design parameters for evaluation of the existing structure. Engineering analysis will be completed in general conformance with appropriate Washington State Department of Transportation (WSDOT) and American Association of State Highway and Transportation Officials (AASHTO) design manuals.
- Prepare a design report outlining our findings, including information related to the following:
 - Site geologic, groundwater, and interpreted subsurface conditions as they affect the bridge existing foundations; and
 - Geotechnical recommendations for evaluation of the existing foundations and abutments for the proposed retrofit, including the following:
 - Axial and lateral foundation capacity and appropriate design parameters and settlement potential where new loads will be applied, including:
 - LRFD bearing resistance for shallow spread footings and existing piles,
 - Soil springs and friction coefficients for shallow footings, and
 - LPile soil parameters for lateral evaluation of piles.
 - Evaluation of liquefaction, lateral spread, and any resulting downdrag forces on existing foundations;
 - Site specific seismic response spectra and design recommendations per the WSDOT *Geotechnical Design Manual*, including:
 - PSHA development of a rock outcrop spectrum compatible with the U.S. Geological Survey 2014 hazard maps for the abutment on rock,
 - 1-D total stress site response analyses to produce the surface response spectrum at two bent locations, and
 - AASHTO-based code seismic design parameters;
 - Bridge approach/abutment stability and retaining wall evaluation recommendations; and
 - Construction recommendations including site preparation, fill placement and subgrade preparation, temporary foundation support recommendations, and removal of unsuitable materials.
- Provide support during WSDOT review and participate in discussions with the design team.
- Provide input and review comments for geotechnically related plans and specifications.
- Provide project management and support services, including staff coordination, subcontractor coordination, and telephone consultations with the design team and City staff.

- **CONTINGENCY TASK** - We understand that due to permitting concerns, it may be preferable to drill the bent 2 (river) boring below the bridge. Based on current river level conditions, we can drill on the exposed river bank using a track mounted drill rig. In order to get access to the area, the existing trail would have to be widened to 10 feet, which would require removal of two logs and blackberries along the side. We can complete drilling at the alternate location with a different drill rig for no additional cost, however clearing will incur an additional cost of \$1,600. Additionally, the ability to drill at the alternate location is based on water levels in the river staying low enough to access the work area, if water levels rise to inundate the work area (~2-3 feet), then drilling will not be feasible.

Assumptions:

- Field work and travel at all locations can be completed in 3 days during normal working hours 7 am to 6 pm.
- One lane will be closed during drilling. Traffic control plans and permit applications will be obtained by Hart Crowser. Based on City information available online, we assume a permit cost of less than \$400.
- Bridge core will be through an existing drain pipe. Hart Crowser will subcontract a contractor to patch the hole and replace the drain pipe in-kind.
- No contaminated soils will be encountered.
- Borings will be located in the field by measuring from site landmarks. Hart Crowser will not survey the boring locations.

Deliverables:

- Draft geotechnical report (electronic [PDF] format)
- Final geotechnical report (PDF format and up to five hard copies)

Task 4 – Engineering Design and PSE

4.1 - Bridge Retrofit Analysis and Design - The bridge components will be analyzed in conformance with current AASHTO and WSDOT, and other applicable seismic standards, including development of potential design alternatives. HHPR shall perform the following bridge design analysis to determine the retrofit criteria and retrofit design schemes.

- Develop Retrofit Criteria based on AASHTO, WSDOT, FHWA and NHI Seismic Design manuals that applies to the bridge elements to guide the retrofit design process.
- Develop the structural model for the factored dead load (DL) and live load (LL) reactions at the bridge bent and abutments. The reaction from the DL and LL will be utilized to design the bearing pads for replacing the steel rocker bearings with elastomeric bearing pads.
- Perform Response Spectrum Analysis on the bridge in accordance with AASHTO to determine the elastic forces on the bridge based on the site specific Spectra generated by the Geotechnical Site Investigation and Analysis. The response spectrum analyses represents the earthquake load expected on the bridge.
- The developed retrofit schemes are implemented and the comparison is made between the before and after seismic retrofit.

4.2 – Street and Drainage Design

- Repair and Resurfacing – HHPR will review the street surface impacts created from the bridge retrofit design schemes and design the required street surface repairs and resurfacing work.
- Drainage Modifications –
 - HHPR will review the existing bridge drainage systems to determine potential upgrades to provide any required best management practice for drainage collection, treatment, and conveyance.
 - HHPR will prepare and submit design concept drainage report memo for the potential drainage improvements with the associated benefit and costs.
- Erosion Control – Based on the impacts created with the bridge retrofit work, street repair and resurfacing, and drainage construction work, HHPR will design the erosion control measures that will be reflected in the Erosion Control Plans and SWPPP.

4.3 – Preliminary Report and Concept Plans and Estimate (30%) Review and Coordination

- Preliminary (30%) Documents – The following will be prepared and submitted to the City and WSDOT for review.
 - Bridge Retrofit Design Report – Alternatives analysis and proposed bridge retrofit design concept plans
 - Street and Drainage design concept plans
 - Design concept drainage report memo
 - Draft Traffic Management Plan
 - Preliminary Cost Estimate
- Meet with City and WSDOT to review Design Report and Concept Plan comments.

Deliverables:

- Bridge Retrofit Design Report
- Bridge Retrofit Concept Plans and Details
- Street and Drainage Concept Plans
- Draft Traffic Management Plan
- Concept Cost Estimate

4.4 – Bridge and Street Plans (60%, 90% and Finals)

(Plan preparation by HHPR and Global Transportation Engineering – GTEng)

- HHPR consultant team will design the bridge retrofit and street improvements per the recommendations of the 30% Design Report and Concept Plans
- HHPR and GTEng will prepare the necessary project bridge retrofit and street plans for bidding and construction.
- Plans at the completion of the 60%, 90% and Final design phases will be submitted to the City for review and comment.
- Final Plans and Specs will be submitted to WSDOT for review and comment.
- The HHPR consultant team will meet with City and WSDOT following the 60% and 90% review phase to discuss comments and design modifications.

Deliverables:

- 60%, 90% and Final Plans

4.5 – Traffic Control and Management Analysis & Design (by Global Transportation Engineering –GTEng)

- Temporary Traffic Management Plan (TMP) –
GTEng will develop a traffic management plan that identifies the operational strategies for traffic management during construction. This Plan will be developed in conjunction with the temporary traffic control plans. The TMP document will be updated to reflect current traffic control concepts and decisions made to accommodate traffic. The following elements will be included:
 - Project Background
 - Project Boundaries
 - Construction Staging/Traffic Control Narrative – based on discussions and coordination with the design team and City. This will include identification of schedule, duration and sequence of temporary traffic control staging.
 - Traffic control strategies available for all stages of construction.
 - Mobility Issues – This will include how the following will be accommodated during construction:
 - Motor vehicle traffic
 - Pedestrians
 - Bicycles
 - Accommodations for oversized loads
 - Construction access
 - Business Access
 - Traffic mitigation measures as appropriate
 - Other Construction Projects that may impact or be impacted by this project
 - Special Event Restrictions.

GTEng will prepare a draft TMP for review. Based on comments provided, the TMP will be updated and resubmitted. Up to one additional TMP update will be provided through the construction process to address changes in temporary traffic control measures.

Deliverables:

- Draft Traffic Management Plan
- Final Traffic Management Plan
- Temporary Traffic Control Design –
Current understanding is that temporary traffic control plans will be developed to accommodate up to four construction stages. No detouring of traffic will be allowed as a construction strategy. It is anticipated that single lane closures will be developed (one in each direction) to accommodate the various stages of construction. Truck traffic will be a key consideration in the lane closures allowed during each stage. In addition, accessible pedestrian route plans will be developed to ensure pedestrian traffic can be maintained through the various traffic control stages.

The temporary traffic control plan development will be designed to meet the requirements of the Manual on Uniform Traffic Control Devices (MUTCD) and the Washington State Department of Transportation's (WSDOT) Standard Drawings for Temporary Traffic Control. The temporary traffic

control will identify the staging concepts for motor vehicles, pedestrians, bicycles and heavy vehicles. Details shall include lane widths, taper rates, pavement markings, striping, temporary traffic control measures (tubular markers, drums, barricades, pedestrian channelization devices, etc.), flagger locations (if necessary), sign locations and sign details required to accommodate traffic during each stage and required temporary striping.

GTEng will develop supplemental temporary traffic control special provisions that augment those required by the City of Camas. The special provisions will be based on and supplement the Washington State Standard Specifications for Road, Bridge, and Municipal Construction.

GTEng will develop an Engineer's cost estimate for the temporary traffic control elements of the project. The Engineer's cost estimate will be based on Washington State bid history data and internal cost estimating data.

Deliverables

- Advance Signing Plan
 - Staging Plans
 - Temporary Pedestrian Route Plans
 - Special Provisions
 - Engineer's Cost Estimate
- Striping Design –
GTEng will develop plans and details for roadway striping modifications to accommodate the pavement restoration associated with the bridge replacement. The striping will be designed to meet the City of Camas and MUTCD standards.

GTEng will develop supplemental temporary traffic control special provisions that augment those required by the City of Camas. The special provisions will be based on and supplement the Washington State Standard Specifications for Road, Bridge, and Municipal Construction.

GTEng will develop an Engineer's cost estimate for the temporary traffic control elements of the project. The Engineer's cost estimate will be based on Washington State bid history data and internal cost estimating data.

Deliverables:

- Striping Sheet
- Striping Detail Sheet
- Special Provisions
- Engineer's Cost Estimate

4.6 - Specifications and Bid Document

The HHPR consultant team shall prepare Project Special Provisions and assemble the Contract Bid Documents as required by the design, for bidding purposes. Project Specifications shall comply with the City of Camas Standard Specification format. The special provisions will be based on and supplement the Washington State Standard Specifications for Road, Bridge, and Municipal Construction. The special provisions will be developed and submitted for review in Word Format.

Assumptions:

- Along with the “Bid Proposal”, a listing of the Special Provision sections shall be submitted at the 60% design phase to the City for review and comment.
- Special Provisions and Contract Bid Documents shall be submitted at the 90% and Final design phases to the City for review and comment.
- City to provide “boiler plate” Contract Bid Documents to assist with the completion and assembly of the final Contract Bid Documents.
- Reproduction of the Final Project Contract Bid Documents to be by the City.

Deliverables:

- 60% Bid Proposal Form and Special Provisions Section Listing
- 90% and Final Special Provisions and Bid Documents.

4.7 - Construction Cost Estimate

The HHPR consultant team shall prepare itemized Construction Cost Estimates at the completion of 60%, 90%, and Final design phases.

Assumptions:

- Construction Cost Estimates at the completion of 60%, 90%, and Final design phases will be submitted to the City for review and comment.
- The HHPR consultant team will prepare a cost analysis using unit prices from the City, WSDOT/APWA, and other local agency bid history data and tabulations.
- The cost estimates will be itemized quantities based on the bid items developed with bid proposal form and will be provided in Excel format.

Deliverables:

- 60%, 90% and Final Construction Cost Estimates

4.8 - Bidding

- The HHPR consultant team will respond to questions and issues arising during bidding.
- The HHPR consultant team will prepare and issue up to one (1) addendum.
- The HHPR consultant team will attend the City pre-bid conference.

4.9 – NPDES (DOE) and SWPPP

- HHPR will prepare the DOE Construction Storm Water General Permit (CSWGP) application, and submit to the City for processing by the City.
- HHPR will submit the Notice of Intent (NOI) to the City for processing to DOE by the City.
- HHPR will prepare the Storm Water Pollution Prevention Plan (SWPPP) for the Project.

Assumption:

- City to submit and process the Construction Storm Water General permit application and NOI.

Deliverables:

- DOE CSWGP Application
- NOI
- SWPPP

Task 5 – Environmental Permitting/Compliance Services

5.1 - NEPA Compliance

HHPR will prepare a NEPA Categorical Exclusion (CE) Documentation Form (DOT Form 140-100 Revised 03/2018). HHPR will attend a project kick-off meeting with WSDOT Local Programs staff.

Assumptions:

- 3rd Avenue Bridge is not eligible for listing under the NHPA.
- No 4(f) impacts associated with City Skate Park or other properties.
- No environmental justice analysis or document will be required.
- No formal NEPA administrative record will be prepared for the project.

Deliverables:

- Categorical Exclusion (CE) Documentation Form.

5.2 - Endangered Species Act (ESA) Compliance

ESA compliance is required as part of the WSDOT NEPA review and Clean Water Act (CWA) permitting. HHPR will prepare a Biological Assessment (BA) based on database research, scientific literature review, and habitat assessments completed by HHPR. The BA will generally follow the WSDOT template (www.wsdot.wa.gov/Environment/Biology/BA/BAtemplates.htm#BA). HHPR will also coordinate with WSDOT environmental staff for preparation and review of the BA.

Assumptions:

- No consultation meetings with US Fish and Wildlife Service (USFWS) or NOAA National Marine Fisheries Service (NMFS) will be required.
- No analysis or documentation required by WSDOT for geotechnical investigations in Washougal River.
- A Hi-Run analysis will be completed to address changes in stormwater treatment.
- No Effect determinations will be approved for yellow-billed cuckoo, streaked horned lark, Northern spotted owl, and golden paintbrush.
- In-water noise analysis will not be required (because work structures will not be hammered into riverbed).
- NMFS and USFWS will issue, in a timely manner, a Biological Opinion.
- The BA prepared following the WSDOT/FHWA template will be acceptable to other agencies (e.g., US Army Corps of Engineers) requiring an ESA evaluation.

Deliverables:

- ESA Biological Assessment.

5.3 - Joint Aquatic Resources Permit Application (JARPA)

HHPR will prepare a Joint Aquatic Resources Permit Application (JARPA) Form for impacts to Waters of the US and Waters of the State at the pier in the Washougal River.

Assumptions:

- Regulation under the Rivers and Harbors Act is not applicable.

Deliverables:

- JARPA Form.

5.4 - Clean Water Act (CWA) Permits

HHPR will submit the JARPA Form and supporting documents (e.g., biological assessment approved by other federal agencies) to the US Army Corps of Engineers (USACE) for issuance of a Nationwide Permit under CWA §404 and to the Washington Department of Ecology (Ecology) for a Water Quality Certification under CWA §401. Ecology's review is presumably required under §401 because work activities will be below the Ordinary High Water Mark (OHWM) and outside the original footprint of the bridge pier. HHPR will coordinate with these agencies, including a pre-application meeting, throughout their review and permit issuance.

The OHWM will be determined following USACE Regulatory Guidance Letter No. 05-05 (2005) and located by HHPR land surveyors.

Assumptions:

- No wetland delineation or report required.
- City will obtain signatures of surrounding property owners (Attachment A of the JARPA Form) if requested by agencies.
- Joint pre-application meeting with USACE and Ecology at USACE Ridgefield office.
- One site visit with USACE and Ecology.
- USACE will issue, in a timely manner, a Nationwide Permit (NWP) 3 – Maintenance or other applicable NWP.
- Ecology will issue, in a timely manner, a Water Quality Certification.
- EPA will not require an individual §404 permit or §401 certification.
- No compensatory mitigation plans will be required by USACE, Ecology, or EPA.

Deliverables:

- Brief summary to City of pre-application meeting.
- Brief summary to City of site visit.

5.5 - Hydraulic Project Approval (HPA)

HHPR will submit the JARPA Form and supporting documents (e.g., biological assessment approved by other federal agencies and proof of SEPA approval) to Washington Department of Fish and Wildlife (WDFW) via the agency's online Aquatic Protection Permitting System (APPS).

Assumptions:

- WDFW will accept the OHWM delineation made by HHPR following USACE guidelines.
- One pre-application meeting with WDFW at the Ridgefield office.
- One site visit with WDFW.
- All application and related fees will be paid by the City.
- WDFW will issue, in a timely manner, a Standard HPA.
- No compensatory mitigation plans will be required by WDFW.

Deliverables:

- Brief summary to City of pre-application meeting.
- Brief summary to City of site visit.

5.6 - SEPA Compliance

HHPR will prepare and submit a SEPA Environmental Checklist for the project.

Assumptions:

- One pre-application meeting with City.
- Cultural resources information provided by AINW.
- Final Environmental Checklist will not exceed 30 pages of text, excluding maps and appendices.
- No subsequent changes to design will change impacts or final Environmental Checklist.
- The project will not cause water quality impacts to the Troutdale Aquifer or Washougal River.
- All application and related fees will be paid by the City.
- A Determination of Non-Significance (DNS) or Mitigated Determination of Non-Significance (MDNS) will be issued for a 14-day comment period.
- No appeals filed against the City's SEPA determination that require addition work by HHPR.

Deliverables:

- SEPA Environmental Checklist.

5.7 - Critical Area Compliance

HHPR will prepare a critical area report to address Camas Municipal Code Chapter 16.51. The report will address wetlands, critical aquifer recharge areas (CARA), frequently flooded areas, geologically hazardous areas, and Fish and Wildlife Conservation Areas.

Assumptions:

- The project is not an exempt activity.
- A wetland delineation or report is not required.
- A Hydrogeologic Assessment (Level One or Two) is not required.
- A Geotechnical Evaluation and Assessment is not required.
- Impact to Fish and Wildlife Conservation Areas limited to potential fisheries impacts.
- No compensatory mitigation plans will be required.

Deliverables:

- Critical Area Report.

5.8 - Shoreline Master Program (SMP) Compliance

HHPR will prepare a written statement of exemption and submit it to City planning staff. The written statement will be a memorandum addressed to both the City and Ecology. SMP exemption 2.3.2.2 for normal maintenance or repair is considered the appropriate exemption (Robert Maul, Planning Manager, email comm. James Hodges, Project Manager, August 1, 2018).

Assumptions:

- The memorandum will be less than 10 pages, excluding appendix material.
- City will submit the statement of exemption to Ecology.
- Ecology agrees with the exemption without further conditions or additional analysis.
- All application and related fees will be paid by the City.

Deliverables:

- A written statement of exemption.

5.9 - Geotechnical Investigation Permits

To facilitate the engineering design, Hart Crowser needs to investigate subsurface conditions around the base of the existing piers, which are below OHWM and in the 100-year floodplain. HHPR, with support from Hart Crowser, will prepare the following applications and associated documents to obtain authorization for the geotechnical investigations:

- JARPA for a WDFW Hydraulic Project Approval (HPA), and
- ESA No Effect Letter for WSDOT compliance.

HHPR will coordinate with agency staff through the review and approval process.

Assumptions:

- One drillhole at each end of the bridge deck using a truck-mounted rig and one drillhole made outside of the wetted stream using a track-mounted rig while river levels are low.
- Pre-application meeting with WDFW will be less than 3 hours (including prep and travel).
- HHPR will prepare the permit drawings.
- A CWA 404 NWP 6 Survey Activities is applicable with no Pre-Construction Notification.
- Regulation under the Rivers and Harbors Act is not applicable.
- In-water noise analysis will not be required because shaft will be drilled, not hammered, into riverbed.
- WDFW will issue, in a timely manner, a Standard HPA.
- WSDOT will approve the No Effect Letter in a timely manner.
- No compensatory mitigation plans will be required by any agency.
- City of Camas critical area report or statement of exemption is not required.

Deliverables:

- JARPA Form.
- ESA No Effect Letter.

Task 6 – Cultural Resources Permitting/Compliance Services (by Archaeological Investigations Northwest, Inc. – AINW)

The cultural resource study will be done to meet Section 106 of the NHPA in anticipation of WSDOT funding. The study will also be designed to also meet the requirements of the City of Camas' archaeological ordinance and SEPA documentation and review. The Washington State Department of Archaeology and Historic Preservation (DAHP) guidelines will be followed, and the study will be directed by AINW staff meeting the professional qualifications of the Secretary of the Interior's Standards and Guidelines in Archaeology and Historic Preservation. The main tasks are as follows:

- Provide the draft Area of Potential Effect (APE) for the City to submit to WSDOT.
 - The APE will need to include all areas of possible ground disturbance and work areas.
- Conduct an archaeological survey once the APE has been approved by DAHP.
 - A pedestrian survey and shovel testing will be needed for the survey to determine whether an archaeological resource is present in the APE.
 - No archaeological surveys have been conducted at the bridge, although there have been studies nearby and an archaeological resource is downstream from the bridge. The project is within a high probability area for archaeological resources.

Scope of Work

- Up to ten shovel tests will be excavated to test for resources. None are likely to be needed immediately under the bridge, but areas where there may be impacts that are not covered by gravel, fill, or pavement may need to be shovel tested.
- No artifacts will be collected.
- Up to one archaeological site may be found and will need to be documented on a form.
- Conduct a historic resource inventory.
 - Updated Historic Property Inventory forms will be prepared for up to four historic resources, and their eligibility for listing in the NRHP will be updated.
 - AINW recorded the historic NE 3rd Avenue Bridge for a previous project, and the bridge was recommended by AINW as not eligible for listing in the National Register of Historic Places (NRHP).
 - Staging or work areas are proposed for two parcels west of NE 3rd Avenue/E Street south of the Washougal River. There are three buildings on these two parcels, and they probably were constructed at least 45 years ago; they are not anticipated to be significant resources.
 - No other parcels where there are buildings and structures are within the APE.
- Prepare and submit the cultural resource survey report for review.
 - The report will be prepared to meet Section 106 of the NHPA review by WSDOT, and this level of documentation will suffice for review by the City, and for the U.S. Army Corps of Engineers, if that is needed.
 - Forms will be included for the historic resources and archaeological resource, if one is found in the APE.
 - AINW will provide the summary information needed for the SEPA checklist.

Task 7 – Right of Way Services (by Universal Field Services, Inc. – UFS)

UFS shall provide labor, equipment and materials to acquire up to three property acquisitions (Temporary Construction Easements – TCEs) for the City.

Right-of-way activities shall conform to the standards contained in the Uniform Act of 1970 and amendments, the laws of the State of Washington and City Policies and Procedures.

7.1 - Preliminary Title Reports

UFS will obtain preliminary title reports for each property acquisition, and review each preliminary title report for encumbrances, liens, or defects.

Assumptions:

- The City and/or HHPR will provide the property owner list, maps, descriptions and documents needed.
- Up to Three (3) Property Acquisitions (TCEs)

Deliverables:

- Up to Three (3) Preliminary Title Reports

7.2 - Right of Way Cost Estimate

UFS will complete a right of way cost estimate based on the right of way plans provided by HHPR.

Assumptions:

- Up to Three (3) Property Acquisitions (TCEs)

Deliverables:

- One (1) Project Funding Estimate

7.3 – Administrative Offer Summaries

UFS shall provide one administrative offer summary (AOS) for each ownership with a PFE value of \$10,000 or less.

Assumptions:

- Up to Three (3) Administrative Offer Summaries
- No Appraisal or Appraisal Review Services included (based on PFE values are less than \$10,000) and would be considered as addition services.

Deliverables:

- Up to Three (3) Administrative Offer Summaries

7.4 – Acquisition Services

UFS will conduct negotiations, on behalf of the City.

UFS will research the ownership status of the parcel and any existing conditions impacting the parcel. Consultant will provide potential courses of action for obtaining clear title for the City.

UFS will compile and/or prepare all essential documents to be submitted to owners using City approved documents. These include, but are not limited to project information letters, acquisition and relocation brochures, offer-benefit letters, acquisition summary statements, copy of the valuation, map of acquisition, and instruments of conveyance. UFS shall make all offers in person or by certified mail.

UFS shall provide all property owners with:

- A complete copy of the valuation that just compensation is based upon at the initiation of negotiations.
- Consultant will prepare and maintain written diaries of negotiator contacts with property owners and tenants to document:
 - Efforts to achieve amicable settlements
 - Owners' suggestions for changes in plans
 - Responses to owners' counterproposals, etc.

UFS will make every reasonable effort to acquire the right-of-way expeditiously by negotiation. Property owners must be given reasonable opportunity to consider the offer and present material the owner believes is relevant to determining the value of the property.

Assumptions:

- City will pay closing and recording costs

Deliverables:

- Three (3) completed negotiation packets with document for recording.

Task 8: Right-of-Way Plans and Documents

8.1 - Legal Descriptions and Exhibits

HHPR will prepare up to three (3) legal descriptions and exhibits for the Temporary Construction Easements (TCEs).

HHPR will prepare the legal descriptions based on the location developed with the City and UFS, and will forward to the City or their legal counsel, or Title Company for incorporation into deeds and for recordation.

Deliverables:

- Up to Three (3) Temporary Construction Easements (TCEs) Legal Descriptions
- Up to Three (3) Temporary Construction Easements (TCEs) Exhibits

8.2 - Right-of-Way Plans and Documents

HHPR will prepare Preliminary and Final Right-of-Way plans for the Temporary Construction Easements (TCEs), and submit to the UFS and the CITY for review and approval.

Deliverables:

- Preliminary Right-of-Way (TCEs) plans
- Final Right-of-Way (TCEs) plans

Exhibit B

DBE Participation/SBE Plan

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

UDBE Plan for Third Avenue Bridge - Seismic Upgrade
City of Camas, Washington
Project Number: T1010

1. How will the UDBE requirements be met?

Harper Houf Peterson Righellis Inc. (HHPR), as prime consultant on the project will enter into a sub-consulting agreement with Global Transportation Engineering (GTEng) a certified DBE/ESB/MBE/WBE firm located in Portland, Oregon. The Washington State certification number for GTE is #MSF0024325.

2. What scope of services will be provided by GTEng?

GTE is a consulting firm specializing in transportation engineering and planning services. HHPR has included GTE to address two areas of work for this consultant agreement as follows:

A) Temporary Traffic Control and Staging.

GTEng will evaluate alternatives and prepare necessary plans for construction traffic management. Traffic management plans will be designed in accordance with the Manual on Uniform Traffic Control Devices and also the WSDOT Work Zone Traffic Control Guidelines for Maintenance Operations. The project plans may consist of lane closures, temporary signals or other management alternatives as deemed appropriate. The assessment will include an evaluation of traffic conditions during construction, public and worker safety, adjacent intersection operations and other mobility needs.

B) CAD Services.

GTEng will provide support to the design team assisting with the preparation of the civil and structural plans and details. Working under the direction of the HHPR project engineers, GTEng technical staff will assist in the preparation of drawings and details during preliminary and final design.

3. Will the proposed services meet the project UDBE goal?

A goal of 7 percent UDBE participation has been established for this project. The total consulting fee for the work is \$ 570,140 based on the AE agreement that has been submitted for approval. The agreement includes \$ 40,058 for the services to be provided by GTEng. The GTEng services will meet the entire goal of 7 percent UDBE participation.

Agreement Number:

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

AutoCAD 2016 .dwg

B. Roadway Design Files

N/A

C. Computer Aided Drafting Files

AutoCAD 2016 .dwg

Agreement Number:

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

See attached scope of work

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

AutoCAD drawing and data files

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

See attached scope of work

Agreement Number:

II. Any Other Electronic Files to Be Provided

MS Word and Excel files

III. Methods to Electronically Exchange Data

Email files (FTP) or and/or USB flash drive

A. Agency Software Suite
City of Camas standard

B. Electronic Messaging System
City of Camas standard

C. File Transfers Format
City of Camas standard

Exhibit D

Prime Consultant Cost Computations

See Attached Harper Houf Peterson Righellis Inc documents -

- 1) Professional Services Fee Estimate
- 2) Rates of Pay Fee Schedule
- 3) WSDOT Indirect Cost Rate (IRC) Acceptance Letter

Agreement Number:



**Harper
Houf Peterson
Righellis Inc.**

ENGINEERS • PLANNERS
LANDSCAPE ARCHITECTS • SURVEYORS

NE 3rd Avenue Bridge Seismic Retrofit

Professional Services Fee Estimate September 11, 2018

Professional Services Fee Estimate September 11, 2018		Harper Houf Peterson Righellis Inc. (Project Management, Survey, Engineering, Permitting)																		Total Per	
Task and Description		Project Manager	Senior Bridge Engineer	Struct. Engineer	Struct. Designer	Project Engineer	Civil Engineer	CAD	Senior Scientist	Scientist	S.Mgr.	P.Surv.	S.Tech	Survey Crew Chief	Survey Crew	BIM Specialist	Cler.	Reim.	Task		
Task 1: Project Management and Coordination																				\$44,659	
1.1	Project Management/Coordination (24 months @ approx. 0.5 hr/week)	50															12	\$500.00	\$10,892		
1.1	Review Meetings (30%, 60%, & 90% PSE)	12	12															\$100.00	\$4,795		
1.1	Agency Coordination Meetings (assume up to six)	18	18															\$150.00	\$7,193		
1.1	Design Team Coordination Meetings (assume up to ten)	20	20	10		10											5		\$11,043		
1.2	Project Schedule	16	2																\$3,473		
1.3	PE Phase Authorization Packet (WSDOT)	16	1					2	1								1	\$20.00	\$3,686		
1.4	Public Outreach Assistance	8						16									4	\$200.00	\$3,577		
Task 2: Surveying Services																				\$23,638	
2.1	Record Research	1									2	24							\$3,495		
2.2	Right of Way Resolution	1									2	16	8	16	16				\$5,656		
2.3	Bridge Survey	1									4	6	24	40	40	40		\$100.00	\$14,487		
Task 3: Geotechnical Investigation (by Hart Crowser, Inc. – HC)																				\$50,911	
Task 4: Engineering Design and PSE																				\$311,352	
4.1	Bridge - Develop Retrofit Criteria		24																\$4,778		
4.1	Bridge - Analyze Steel Bridge (DL & LL)		16	24	8														\$7,100		
4.1	Bridge - Design Elastomeric Bearing Pads		16	12	6														\$5,307		
4.1	Bridge - Response Spectrum Model and Analysis		80	80	72														\$32,693		
4.1	Bridge - Non-Linear Analysis of Retrofit Scheme		160	40	40														\$40,564		
4.2	Street Repair and Resurfacing Design	1				16	8												\$3,636		
4.2	Drainage Analysis and Report Memo	1				16	8												\$3,636		
4.3	Bridge Retrofit Design Report	2	40		8												1	\$50.00	\$9,119		
4.3	Bridge Retrofit Concept Plans and Details		24	16	12			40										\$20.00	\$11,902		
4.3	Street and Drainage Concept Plans	1				8	8	24										\$20.00	\$4,798		
4.3	Concept Cost Estimate	2	12			8	2												\$4,248		
4.4	Bridge Retrofit Plans and Details - 60%	2	60	32	32			96									1	\$100.00	\$28,938		
4.4	Street and Drainage Plans and Details - 60%	2				16	32	56									1	\$50.00	\$12,440		
4.4	Bridge Retrofit Plans and Details - 90%	2	40	24	16			64									1	\$100.00	\$19,400		
4.4	Street and Drainage Plans and Details - 90%	2				16	24	40									1	\$50.00	\$9,871		
4.4	Bridge Plans and Details - FINALS	2	40	24	12			56									1	\$100.00	\$18,282		
4.4	Street and Drainage Plans and Details - FINALS	2				8	16	24									1	\$50.00	\$6,075		
4.5 Traffic Control and Management Analysis & Design (by Global Transportation Engineering – GTEng)																				\$40,058	
4.6	Specs / Bid Docs - Outline Special Provisions and Bid Proposal - 60%	1	16		4	8	4												\$5,427		
4.6	Specs / Bid Docs - 90% Bid Proposal, Special Provisions, City Boiler Plate R	2	32		12	16	8												\$11,183		
4.6	Specs / Bid Docs - Finalize Bid Documents	1	16		2	8	2												\$5,016		
4.7	Cost Estimates (60%, 90%, and FINAL)	2	24		8	16	4												\$8,767		
4.8	Bidding - Address Design Questions and Clarifications	1	8	2		4	1												\$2,794		
4.8	Bidding - Addendum (one)	1	12	8		8	4	32									2		\$8,678		
4.8	Bidding - Attend Pre-Bid Meeting	4	4			4												\$20.00	\$2,199		
4.9	NPDES - Construction Stormwater General Permit and NOI	1				8	2										1		\$1,732		
4.9	Prepare SWPPP	1				8	4	8										\$10.00	\$2,714		
Task 5: Environmental Permitting / Compliance Services																				\$85,983	
5.1	NEPA Compliance	1						38	94									\$20.00	\$11,664		
5.2	Endangered Species Act (ESA) Compliance	1						10	58	162							2	\$20.00	\$20,096		
5.3	Joint Aquatic Resources Permit Application (JARPA)	1						8	50	102								\$20.00	\$14,561		
5.4	Clean Water Act (CWA) Permits	1							30	14							2	\$20.00	\$5,195		
5.5	Hydraulic Project Approval (HPA)	1							20	12								\$20.00	\$3,633		
5.6	SEPA Compliance	1							30	66								\$20.00	\$8,682		
5.7	Critical Area Compliance	1							12	36								\$20.00	\$4,268		
5.8	Shoreline Master Program (SMP) Compliance	1							30	40								\$20.00	\$6,874		
5.9	Geotechnical Investigation Permits							6	32	90								\$20.00	\$11,010		
Task 6: Cultural Resources Permitting/Compliance Services (by Archaeological Investigations Northwest, Inc. – AINW)																				\$20,696	
Task 7: Right of Way Services (by Universal Field Services, Inc. – UFS)																				\$18,152	
Task 8: Right-of-way Plans and Documents																				\$14,749	
8.1	Legal Descriptions and Exhibits (up to three TCE's)										3	24	24					\$10.00	\$5,616		
8.2	R/W Plans (up to three TCE's)																	\$20.00	\$9,133		
Total Hours - HHPR		184.0	677.0	272.0	232.0	202.0	139.0	522.0	301.0	616.0	11.0	70.0	56.0	56.0	56.0	40.0	36.0	\$1,850			

PRIME CONSULTANT
Harper Hour Peterson Righellis Inc. (Managers / Permitting / Engineering Services) **\$440,323**

SUB-CONSULTANTS *
Hart Crowder Inc. (Geotechnical Investigation Services) **\$50,911**
Global Transportation Engineering (Traffic and CAD Services) **\$40,058**
Archaeological Investigations Northwest Inc. (Cultural Services) **\$20,696**
Universal Field Services, Inc. (R/W Services) **\$18,152**

* Refer to Exhibit E: Sub-consultant Cost Computations for details

TOTAL CONSULTANT SERVICES ESTIMATE **\$570,140**

**Consultant Fee Determination - Summary Sheet
(Specific Rates of Pay)**

Fee Schedule

NE3rd Avenue Bridge Seismic Improvements

Harper Houf Peterson Righellis Inc.

September 11, 2018

Discipline or Job Title	AVG Hourly Rate \$	Overhead @ %	Labor + Overhead \$	Profit @ %	Profit \$	Billing Rate Per Hour \$
Project Manager	\$66.47	159.14%	\$172.26	30.00%	\$19.94	\$192.20
Project Engineer	\$53.04	159.14%	\$137.44	30.00%	\$15.91	\$153.35
Civil Engineer	\$42.80	159.14%	\$110.92	30.00%	\$12.84	\$123.76
Civil Designer	\$33.28	159.14%	\$86.24	30.00%	\$9.98	\$96.22
CAD Technician	\$34.13	159.14%	\$88.45	30.00%	\$10.24	\$98.69
CAD Technician II	\$14.00	159.14%	\$36.28	30.00%	\$4.20	\$40.48
Senior Bridge Engineer	\$68.85	159.14%	\$178.42	30.00%	\$20.66	\$199.08
Structural Manager	\$53.11	159.14%	\$137.63	30.00%	\$15.93	\$153.56
Structural Engineer	\$46.96	159.14%	\$121.68	30.00%	\$14.09	\$135.77
Structural Designer	\$28.37	159.14%	\$73.51	30.00%	\$8.51	\$82.02
BIM Specialist	\$39.45	159.14%	\$102.24	30.00%	\$11.84	\$114.07
Senior Scientist	\$44.72	159.14%	\$115.89	30.00%	\$13.42	\$129.31
Scientist	\$24.05	159.14%	\$62.33	30.00%	\$7.22	\$69.55
Construction Manager	\$53.11	159.14%	\$137.63	30.00%	\$15.93	\$153.56
Landscape Architect	\$33.48	159.14%	\$86.76	30.00%	\$10.04	\$96.81
Landscape Designer	\$25.96	159.14%	\$67.27	30.00%	\$7.79	\$75.06
Senior Planner	\$46.55	159.14%	\$120.62	30.00%	\$13.96	\$134.59
Planner	\$38.46	159.14%	\$99.67	30.00%	\$11.54	\$111.21
Assistant Planner	\$23.08	159.14%	\$59.80	30.00%	\$6.92	\$66.72
Inspector	\$35.93	159.14%	\$93.11	30.00%	\$10.78	\$103.89
Survey Manager	\$55.14	159.14%	\$142.89	30.00%	\$16.54	\$159.43
Project Surveyor	\$42.99	159.14%	\$111.41	30.00%	\$12.90	\$124.31
Survey Technician	\$30.90	159.14%	\$80.08	30.00%	\$9.27	\$89.36
Survey Crew (Crew Chief)	\$28.07	159.14%	\$72.74	30.00%	\$8.42	\$81.16
Survey Crew (Instrument Person)	\$24.70	159.14%	\$64.02	30.00%	\$7.41	\$71.43
Clerical	\$22.53	159.14%	\$58.38	30.00%	\$6.76	\$65.14



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July 9, 2018

Harper Houf Peterson Righellis, Inc.
205 SE Spokane Street, Suite 200
Portland, OR 97202

Subject: Acceptance FYE 2017 ICR – Audit Office Review

Dear Mr. Ken Baldwin:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2017 Indirect Cost Rate (ICR) of 159.14%. (rate includes 0.50% Facilities Capital Cost of Money). This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:rck

Exhibit E

Sub-consultant Cost Computations

There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

See Attached documents

-Hart Crowser Inc. (Geotechnical Investigation Services)

- 1) Summary of Hours and Expenses - Fee Estimate
- 2) Rates of Pay Fee Schedule
- 3) WSDOT Indirect Cost Rate (IRC) Acceptance Letter

Global Transportation Engineering (Traffic and CAD Services)

- 1) Professional Services Fee Estimate
- 2) Rates of Pay Fee Schedule
- 3) WSDOT Indirect Cost Rate (IRC) Acceptance Letter

Archaeological Investigations Northwest Inc. (Cultural Services)

- 1) Fee Summary Sheet
- 2) Billing Rates Schedule
- 3) WSDOT Indirect Cost Rate (IRC) Acceptance Letter

Universal Field Services, Inc. (R/W Services)

- 1) Fee Summary Sheet
- 2) Rates of Pay Summary Sheet
- 3) WSDOT Indirect Cost Rate (IRC) Acceptance Letter

Agreement Number:



18-S-1540-033 - 3rd Avenue Bridge Seismic Retrofit

Summary of Hours and Expenses - FEE ESTIMATE

Task Descriptions	Senior Principal	Principal	Senior Associate	Associate	Senior Project	Project	Senior Staff	Staff	Senior Drafter	Project Assistant	Professional Staff Fees Subtotal	Reimbursables / Expenses	Total
Billing Rates (WSDOT/Clark County-2018)	\$222.64	\$222.64	\$222.64	\$182.96	\$158.12	\$137.46	\$120.02	\$95.65	\$110.36	\$82.74			
Field Reconnaissance and Utility Locates				2			5				\$966	\$1,775	\$2,741
Field Exploration				2			36				\$4,687	\$13,800	\$18,487
Laboratory Testing						1					\$137	\$2,000	\$2,137
Engineering Analysis		2		4		4	16				\$3,647		\$3,647
Site Specific Seismic		2		6		4	60				\$9,294		\$9,294
Report Preparation (Draft and Final)		4		6		4	16		6	6	\$5,617		\$5,617
Design Team Discussions and Review Comments		1		8		4					\$2,236		\$2,236
Plan and Specification Review				2		8					\$1,466		\$1,466
Permitting Support and Coordination				6							\$1,098		\$1,098
Project Management and Support		1		8						8	\$2,348		\$2,348
TOTAL without Contingency											\$31,496	\$17,575	\$49,071
Contingency Task - Track Rig Drilling/Clearing							2				\$240	\$1,600	\$1,840
TOTAL	0	10	0	44	0	25	135	0	6	14	\$31,736	\$19,175	\$50,911

Hart Crowser, Inc.

Rates of Pay Fee Schedule

September 2018

Overhead 224.46%

Profit 30%

Name	Type	FY19 Hourly Rate	Overhead	Profit	Billing Rate
Sr. Principal					
Average		\$ 62.81	\$ 140.98	\$ 18.84	\$ 222.64
Principal					
Average		\$ 62.81	\$ 140.98	\$ 18.84	\$ 222.64
Sr. Associate					
Average		\$ 62.81	\$ 140.98	\$ 18.84	\$ 222.64
Associate					
Average		\$ 51.62	\$ 115.86	\$ 15.48	\$ 182.96
Sr. Project					
Average		\$ 44.61	\$ 100.13	\$ 13.38	\$ 158.12
Project					
Average		\$ 38.78	\$ 87.05	\$ 11.63	\$ 137.46
Sr. Staff					
Average		\$ 33.86	\$ 76.00	\$ 10.16	\$ 120.02
Staff					
Average		\$ 26.98	\$ 60.57	\$ 8.10	\$ 95.65
Sr. Drafter					
Average		\$ 31.14	\$ 69.89	\$ 9.34	\$ 110.36
Project Assistant					
Average		\$ 23.34	\$ 52.40	\$ 7.00	\$ 82.74



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January 29, 2018

Hart Crowser, Inc.
3131 Elliott Avenue, Suite 600
Seattle, WA 98121

Subject: Acceptance FYE 2017 ICR – CPA Report

Dear Mr. Robert Jenson:

We have accepted your firms FYE 2017 Indirect Cost Rate (ICR) of 224.46% based on the “Independent CPA Report,” prepared by T. Wayne Owens, CPA. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms

Global Transportation Engineering (GTEng) Scope of Services: 3rd Avenue Bridge Seismic Improvements- City of Camas Project No. T1010 Traffic Engineering Design Estimated Budget September 11, 2018	GTEng					
	Principal/Project Manager 3	Sr. Project Engineer 3	Sr. Engineering Associate Engineer 3	Associate Engineer 1	Graphics Support	Expenses
Task Description						
Task Description						
Task 1: Project Management and Controls	20.0	16.0				
Task 2: Meetings (7)	21.0			18.0		\$ 350.00
Task 3: Traffic Management Plan	16.0	10.0		40.0		
Task 4: Temporary Traffic Control Design	24.0	40.0		64.0	48	
Task 5: Striping Design	6.0	6.0		20.0	8	
Task 6: CAD Support Services (as directed by HHPR)	5		10		65	

<i>Total Hours By Task</i>	<i>Total Labor By Task</i>	<i>Total Expenses By Task</i>	<i>Grand Total By Task</i>
36	\$ 4,147.20	\$ -	\$ 4,147.20
18	\$ 3,715.20	\$ 350.00	\$ 4,065.20
66	\$ 5,875.20	\$ -	\$ 5,875.20
176	\$ 15,782.40	\$ -	\$ 15,782.40
40	\$ 3,456.00	\$ -	\$ 3,456.00
80	\$ 6,732.00	\$ -	\$ 6,732.00

<i>Total Hours</i>	92	72	10	142	121	\$ 350.00
<i>Hourly Rate</i>	\$115.20	\$115.20	\$100.80	\$72.00	\$79.20	
						\$40,058.00

Total Hours	Total Wages	Total Expenses	Project Total
416	\$ 39,708.00	\$ 350.00	\$ 40,058.00

TOTAL:	\$40,058.00
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City of Camas Project No. T1010 NE 3rd Avenue Bridge Seismic Improvements

9/11/2018



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March 1, 2016

Monica T. Leal, Owner
Global Transportation Engineering Corporation
1020 SW Taylor Street
Portland, OR 97205-2543

Re: Global Transportation Engineering Corporation
Safe Harbor Indirect Cost Rate

Dear Ms. Leal:

Washington State has received approval from our local Federal Highway Administration (FHWA) Division to continue administering the "safe harbor" indirect cost rate program on engineering and design related service contracts, as well as for Local Public Agency projects.

We have completed our risk assessment for Global Transportation Engineering Corporation. Our assessment was conducted based on the documentation provided by the firm. The reviewed data included, but was not limited to, a description of the company, basis of accounting, accounting system and the basis of indirect costs. Based on our review, your firm is eligible to use the Safe Harbor rate. You have opted to use the Safe Harbor rate, rather than provide a FAR-complaint rate at this time.

We are issuing the Safe Harbor Indirect Cost Rate of 110% of direct labor with a field rate, where applicable, of 80% of direct labor for Global Transportation Engineering. The Safe Harbor rate is effective on March 1, 2016.

Global Transportation Engineering has agreed to improve Internal Controls and timekeeping processes in order to be able to develop an Indirect Cost Rate Schedule in the future in accordance with the Federal Acquisition Regulations (FAR), Subpart 31. The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide. The Safe Harbor Rate of 110%, or 80% for field office situations, can be used for agreements entered into prior to December 31, 2018. For agreements entered into after this date, please contact the WSDOT Consultant Services Office (CSO) or our office for guidance.

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

If you have any questions, please contact me, Jeri Sivertson, or Steve McKerney at (360)705-7003.

Sincerely,


Schatzie Harvey
Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit
Jeri Sivertson, Assistant Director of Internal Audit
Larry Schofield, MS 47323
File

CERTIFICATION OF FINAL INDIRECT COSTS – FOR A SAFE HARBOR INDIRECT COST RATE

Firm Name: Global Transportation Engineering Corporation

I, the undersigned, certify that I have reviewed the proposal to establish the Safe Harbor rate.

The firm is electing to use the SAFE HARBOR INDIRECT COST RATE of 110% of direct labor with a field rate, when applicable, of 80% of direct labor. To the best of my knowledge and belief:

- a) The firm has not had a FAR compliant indirect cost rate previously accepted by any other state agency.*
- b) The firm will provide reports as required by the SAFE HARBOR RATE program on their progress toward compliance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*

All known material transactions or events that have occurred affecting the firm's ownership, organization and prior & current indirect cost rates have been disclosed.

The firm agrees to follow the 'Path to Compliance'. Steps noted below:

The Pathway must include:

- A timekeeping system which includes the Internal Controls described in chapter 6 of AASHTO*
- An accounting system which separates indirect costs and direct costs*
- An accounting system which separates allowable and unallowable cost*
- A compliant job cost system which is general ledger driven*
- Training for accounting personnel and key management on Part 31 of the Federal Acquisition Regulations, Contract Cost Principles and Procedures*
- A strong written internal control policy with a policy and procedures manual*

*Signature: _____



*Name of Certifying Official (Print): Dana M. Beckwith

*Title: Vice President

Date of Certification (mm/dd/yyyy): 2/25/2016

*Note: This form is to be completed by an individual executive or financial officer of the consultant at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the agreement.

ARCHAEOLOGICAL INVESTIGATIONS NORTHWEST, INC.

Consultant Fee Determination - Summary Sheet

Project: 3rd AVENUE BRIDGE SEISMIC IMPROVEMENTS, CAMAS WASHINGTON

Classification	Man Hours		Rate		Cost
PI/PM/Senior Archaeologist-Jo Reese	7	x	\$ 182.59	= \$	1,278.13
Senior Archaeologist-Eva Hulse	10	x	\$ 125.06	= \$	1,250.60
Senior Archit. Historian-Andrea Blaser	64	x	\$ 110.33	= \$	7,061.12
Supervising Archaeologist	68	x	\$ 103.39	= \$	7,030.52
Staff Archaeologists	37	x	\$ 71.70	= \$	2,652.90
Graphics-GIS	8	x	\$ 105.05	= \$	840.40
Res./Proj. Assist./Proj.Admin	5.5	x	\$ 76.71	= \$	421.91
	<u>199.5</u>				
Total DSC				= \$	20,535.58

Reimbursables:

Mileage for field-historic resource 30 @ \$0.545/mi	\$	16.35
Vehicle 2 Days @ \$65/Day	\$	130.00
Fuel/Gas	\$	14.00

Subconsultant Costs (NONE):

\$ -

Grand Total

\$ 20,695.93

Prepared By: Jo Reese, VP

Date 8/31/2018

Archaeological Investigations Northwest, Inc.
 3510 NE 122nd Avenue
 Portland, OR 97230
 CITY OF CAMAS -- 3RD AVENUE BRIDGE SEISMIC IMPROVEMENTS
 Billing Rates
 For Period: September 1, 2018 - December 31, 2019

Job Classifications	Direct Labor Rates	Overhead 147.92%	Fixed Fee 30%	All Inclusive Hourly Billing Rate
Princ.Inv./PM/Sen.Archaeologist <i>Jo Reese</i>	\$ 65.70	\$ 97.18	\$ 19.71	\$ 182.59
Senior Historian/Sen.Architl. Historian <i>Judy Chapman</i>	\$ 48.30	\$ 71.45	\$ 14.49	\$ 134.24
Senior Archaeologist <i>Eva Hulse</i>	\$ 45.00	\$ 66.56	\$ 13.50	\$ 125.06
Senior Architectural Historian <i>Andrea Blaser</i>	\$ 39.70	\$ 58.72	\$ 11.91	\$ 110.33
Supervising Archaeologist <i>To Be Determined</i>	\$ 37.20	\$ 55.03	\$ 11.16	\$ 103.39
Graphics-GIS <i>Morgan Frazier, Ryan Swanson</i>	\$ 37.80	\$ 55.91	\$ 11.34	\$ 105.05
Staff Archaeologist <i>Several Staff</i>	\$ 25.80	\$ 38.16	\$ 7.74	\$ 71.70
Research/ Project Admin./Project Assist. <i>Eric Inman</i>	\$ 27.60	\$ 40.83	\$ 8.28	\$ 76.71
Archaeological Assistant (Field & Lab) (if needed) <i>(If needed)</i>	\$ 21.00	\$ 31.06	\$ 6.30	\$ 58.36

8/31/2018

Note:

2. All direct reimbursables will be at cost with no mark-ups.



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www.wsdot.wa.gov

January 17, 2018

Archaeological Investigators Northwest, Inc.
3510 NE 122nd Avenue
Portland, OR 97230

Subject: Acceptance FYE 2016 ICR – Risk Assessment Review

Dear Ms. Jo Reese:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2016 ICR of 147.92%. This rate is applicable to Washington Local Agency Contracts 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) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms

**Subconsultant Fee Determination
Summary Sheet**

Project: NE 3rd Ave Bridge
Task: Right of Way Appraisal and Acquisition Services
Subconsultant: Universal Field Services

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>			<u>Rate</u>	=	<u>Cost</u>
	<u>Field</u>	<u>Office</u>	<u>Total</u>			
Project Manager	12	36	48	X	\$89.52	= \$4,297
Sr. R/W Agent	45	45	90	X	\$65.45	= \$5,891
Sr. Admin Assistant		16	16	X	\$32.82	= \$525
Sr. Title Specialist		8	8	X	\$48.68	= \$389
			0	X		= \$0
			0	X		= \$0
Total DSC					=	<u>\$11,102.02</u>

Reimbursables: **Total Reimbursables = \$1,650.00**

Subconsultants: **Total Subconsultant Fees = \$5,400.00**

Grand Total **\$18,152.02**

Prepared By: Seth Hemelstrand Date: September 11, 2018

Universal Field Services
Subconsultant Fee Determination - Summary Sheet
(Specific Rates of Pay)
Fee Schedule 2017-2018

DIRECT LABOR COSTS

Classification (Examples)	Direct Salary Rate Average	Overhead	Fee	Billing Rate
		52.31% Average	30.00% Average	
Project Manager	\$46.00	\$24.06	\$13.80	\$89.52
Sr. R/W Agent	\$34.00	\$17.79	\$10.20	\$65.45
Sr. Title Specialist	\$25.00	\$13.08	\$7.50	\$48.68
Sr. Admin Assistant	\$17.00	\$8.89	\$5.10	\$32.82

Bill Rates are based on current 2018 rates.

Note:

- All travel will be billed per WSDOT Travel Regulations;
- All sub-consultant costs and direct reimbursables will be at cost with no mark-ups; and



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February 27, 2016

Universal Field Services
6737 S. 85th East Avenue
Tulsa, OK 74133

Subject: Acceptance FYE 2016 ICR – Cognizant Review

Dear Mr. Mitch Legel:

We have accepted your firms FYE 2016 Indirect Cost Rate (ICR) of 52.31% based on the “Cognizant Review” from Stanfield & O'Dell. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms

Exhibit F

Title VI Assurances

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

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, 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.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement 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 this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT’s obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **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, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT’s non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement 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 sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number:

Exhibit G

Certification Document

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

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Harper Houf Peterson Righellis Inc.

whose address is

1104 Main Street, Suite 100, Vancouver, WA 98660

and that neither the above firm nor I have

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

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

Harper Houf Peterson Righellis Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-1(b) Certificatio of Agency Official

I hereby certify that I am the:

- ☒ Agency Official of the Local Agency
- ☐ Other

of the City of Camas, and Harper Houf Peterson Righellis 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 o ganization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

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

Signature

Date

Agreement Number: ????????

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

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receivin 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.

Harper Houf Peterson Righellis Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

**Exhibit G-3 Certificatio 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 age , a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connectio 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 age , a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with thi 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 transactio was made or entered into. Submission of this certification is a prerequisite for making or entering int this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the require certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

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

Harper Houf Peterson Righellis Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of Notice to Consultants (RFP) Proj. # T1010 ** are accurate, complete, and current as of September 1, 2018.

Firm: Harper Houf Peterson Righellis Inc.

Principal
Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

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

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

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

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

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

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

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

Notes: Cost of added insurance requirements: \$.

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

Agreement Number:

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Agreement Number:

Step 5 Forward Documents to Local Programs

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

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

Agreement Number:

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

Agreement Number:

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

Agreement Number:



Staff Report

October 1, 2018 Council Workshop Meeting

Department of Natural Resources Easement

Staff Contact	Phone	Email
Sam Adams, Utilities Manager	360.817.7003	sadams@cityofcamas.us

INTRODUCTION/PURPOSE/SUMMARY: The Boulder/Jones watershed is partially surrounded by the Department of Natural Resources (DNR) property. The City has been working collaboratively with DNR over the years on mutual access across each other's property to harvest timber. A new easement has been negotiated in the Jones watershed which gives each party access for mutual benefit. This is a no-cost easement agreement.

BUDGET IMPACT: There are no budget impacts to the Water/Sewer Fund.

RECOMMENDATION/RECOMMENDED ACTION/ACTION REQUESTED: This is an informational item for Council prior to the City Administrator's signature.

When recorded return to:
Department of Natural Resources
Pacific Cascade Region
Attn: Wayde Schaible
601 Bond Rd
P.O. Box 280
Castle Rock WA 98611

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
HILARY S. FRANZ, Commissioner of Public Lands**

EASEMENT EXCHANGE

Grantor(s): State of Washington Department of Natural Resources/City of Camas

Grantee(s): City of Camas / State of Washington Department of Natural Resources

Legal Description: West half SW 1/4, and the SW 1/4 NW 1/4 and NE 1/4 NW 1/4, S10, T2N, R4E, W.M., State of Washington, Clark County

Assessor's Property Tax Parcel or Account Number: DNR parcel no.137913-000; City of Camas Parcel no. 137914-000

DNR Easement No. 55-097441/ 50-097442

This Agreement is between CITY OF CAMAS herein called "Exchanger" and the STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called "State" dated as of _____ "Effective Date".

Consideration. In exchange for the mutual promises and covenants herein contained, and other good and valuable consideration, the mutual receipt and sufficiency of which is hereby acknowledged, the parties agree to the following terms and conditions.

Conveyances.

- A. To State. Exchanger hereby grants and conveys, to State, its successors and assigns, a permanent, non-exclusive easement over a parcel of land in Clark County legally described as set forth in Exhibit A, said easement to be sixty (60) feet in width running thirty (30) feet on each side of a center line of a road located approximately as shown on Exhibit B hereafter individually and collectively referred to as Easement Area or Road.
- B. To Exchanger. State hereby grants and conveys, to Exchanger, its successors and assigns, a permanent, non-exclusive easement over a parcel of land in Clark County legally described as set forth in Exhibit A, said easement to be sixty (60) feet in width running thirty (30) feet on each side of a center line of a road located approximately as shown on Exhibit B hereafter individually and collectively

referred to as Easement Area or Road.

Purpose. The easements are conveyed to provide ingress and egress to and from lands owned or hereafter acquired by each party for resource management and administrative activities, including, but not limited to:

- Hauling timber products, valuable materials such as sand, gravel, stone and minerals, special forest products such as tree boughs and brush,
- Performing management activities associated with forestlands, such as reforestation, routine ongoing inventory and stocking control,
- Leasing and managing communication, grazing and agricultural sites, and
- Leasing for resource activities consistent with county zoning and other terms and conditions included in this easement.

Authorized use shall include the right to travel, maintain, repair, construct or reconstruct each respective Easement Area subject to the restrictions set forth hereafter. No rights of public access are granted by either party under this Agreement.

Nature of Estate. These easements shall be deemed appurtenant to real property located in Clark County legally described as set forth in Exhibit C (hereafter Benefited Parcels); *Provided*, however, that either party may add after acquired property as a Benefited Parcel, subject to agreement between the parties pertaining to re-allocation of easement costs pertaining to such after acquired property.

Reservations. Each fee owner reserves all rights incident to fee ownership of the Easement Area on their respective lands and the profits thereon (including timber) and the right of use for any purpose including but not limited to the right to remove profits within the Easement Area on its land; the right at all times to cross and re-cross the Easement Area at any place on grade or otherwise; and the right to use, maintain, patrol, reconstruct or repair the Easement Area so long as it does not unreasonably interfere with the rights granted herein. Each fee owner may grant to third parties any and all rights reserved on its land.

Timber or other profits of the land may be removed by the easement holder where reasonably necessary to use the easement area, but the fee owner shall be entitled to the market value of the material removed.

Export Restrictions. Any export-restricted timber originating from state land under this Agreement shall not be exported until processed. Exchanger shall comply with all applicable requirements of WAC 240-15-015 (relating to the prohibitions on export and substitution), WAC 240-15-025 (relating to reporting requirements), and WAC 240-15-030 (relating to enforcement). All export restricted timber from state lands shall be painted and branded in compliance with WAC 240-15-030(2). If Exchanger knowingly violates any of the prohibitions in WAC 240-15-015, Exchanger shall be barred from bidding on or purchasing export restricted timber as provided. Exchanger shall comply with the Export Administration Act of 1979 (50 U.S.C. App. Subsection 2406(i)) which prohibits the export of unprocessed western cedar logs harvested from state lands.

Compliance with Laws. For all activities conducted pursuant to this Agreement, each party shall, at its own expense, comply with all applicable laws.

Permittees. Each easement holder may permit its respective employees, agents, contractors, subcontractors, licensees, lessees, purchasers of timber or other profits and their agents, herein individually referred to as "Permittee" and collectively referred to as "Permittees", to exercise the rights granted to the easement holder herein. Acts or omissions of the Permittees operating under this Agreement shall be deemed an act of the easement holder. Restrictions or requirements placed on the easement holder herein shall apply equally to the Permittees.

Maintenance. Maintenance is defined as work normally necessary to preserve and keep the Roads in their present condition or as hereafter improved. At a minimum, the Roads will be maintained to meet applicable forest practices standards set forth in Chapter 222-24 WAC as now written or hereafter amended.

When a Road is being used solely by one party, that party shall be solely responsible for maintaining that portion of the Road so used to the standards existing at the time sole use is commenced. During periods when either party and/or other parties with an easement or license jointly use the Road(s), or any portion thereof, the cost of maintenance and resurfacing shall be allocated among such users on the basis of their respective use including that of their Permittees.

During periods of joint maintenance, the users shall meet at times to be set by mutual agreement and establish necessary maintenance provisions. Such provisions shall include, but not be limited to the following:

- (1) The appointment of a maintainer, which may be one of the parties or any third party, to perform all recurrent maintenance;
- (2) The extent of resurfacing necessary to keep the Road to the standard originally constructed or thereafter improved, and to reduce environmental impacts; and
- (3) A method of payment by which each party using the Road or a portion thereof shall pay its pro rata share of the cost of maintenance and resurfacing.

Repairs. Each party shall repair, or cause to be repaired at its sole cost, that damage to the Road arising out of the easement holder's use, which is in excess of that which it would cause through normal and prudent usage. Damage caused by an unauthorized user shall be repaired at the expense of the easement holder if the easement holder is the sole user of the road, the fee owner if the fee owner is the sole user of the road and shared jointly if there is joint use of the road.

Improvements. The easement holder will not make improvements to the Easement Area without prior written consent of the fee owner, which shall not be unreasonably withheld. Unless the parties agree in writing to share the cost of improvements, improvements shall be at the sole expense of the improver. Any improvements to the Easement Area shall become the property of the fee owner unless otherwise agreed in writing.

Compliance with Habitat Conservation Plan. The Easement Area is located within an area that is subject to the State's Habitat Conservation Plan adopted in connection with Incidental Take Permit No. PRT-812521 as supplemented by Permit No. 1168 (collectively "ITP"). As long as the Habitat Conservation Plan remains in effect, Exchanger and all Permittees acting under Exchanger shall comply with the terms and conditions set forth in Exhibit D while operating on the Easement Area located on state owned land.

Prior Right. The easements granted by this Agreement are subject to all matters of public record.

Operational Restrictions. Site-specific operational requirements are listed in Exhibit E. Non-compliance with these requirements shall constitute a breach of the easement and may result in the fee owner requiring the easement holder to suspend operations until the breach is remedied.

Construction/Operation Plan(s). Thirty (30) days prior to any construction or reconstruction of a Road by an easement holder on lands of the fee owner, the easement holder will submit a written plan of construction to the fee owner outlining the construction or activity for approval, which shall not be unreasonably withheld. All construction and reconstruction shall comply with applicable state and local laws. In the event of an emergency that requires immediate action to protect person or property, an easement holder may take reasonable corrective action without prior notice to the fee owner, but in such case will notify fee owner within 24 hours.

Notice of Operation. When an easement holder or one of its Permittees plans to use any portion of the Road for the purpose of hauling timber or other profits, such party shall notify the fee owner thereof at least five (5) days prior to the commencement of such use, advising of the portion of Road to be used, the approximate dates when such use will begin and end, and of the approximate volumes of timber, forest products, or other profits to be hauled and promptly upon the completion of such use notify the other party thereof.

Waste. An easement holder shall not cause nor permit any filling activity to occur in or on the Easement Areas, except by prior written approval of the fee owner. An easement holder shall not deposit refuse, garbage, or other waste matter or use, store, generate, process, transport, handle, release, or dispose of any hazardous substance, or other pollutants in or on the Easement Areas except in accordance with all applicable laws. The term hazardous substance means any substance or material as those terms are now or are hereafter defined or regulated under any federal, state, or local law including but not limited to the Resource Conservation and Recovery Act (42 USC § 6901 *et seq.*), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA 42 USC § 9601 *et seq.*), or the Washington Model Toxic Control Act (RCW 70.105D). An easement holder shall immediately notify the fee owner if the easement holder becomes aware of any release or threatened release of hazardous substance on the Easement Area or adjoining property. If a release of hazardous substance occurs in, on, under, or above the Easement Area arising out of any action of the easement holder or its Permittees, the easement holder shall, at its sole expense, promptly take all actions necessary or advisable to clean up, contain, and remove the hazardous substance in accordance with applicable laws.

Survey Markers. An easement holder shall not destroy any land survey corner monuments and reference points (including but not limited to corner markers, witness objects, or line markers) without prior written approval from the landowner, which shall not be unreasonably withheld. Monuments or reference points that must necessarily be disturbed or destroyed during road construction or maintenance activities must be adequately referenced and replaced, at the easement holder's cost, under the direction of a State of Washington Professional Land Surveyor, in accordance with all applicable laws of the State of Washington in force at the time of construction, including but not limited to RCW 58.24, and all Department of Natural Resources regulations pertaining to preservation of such monuments and reference points.

Insurance. The State of Washington, including all its agencies and departments, is self-insured for all exposures to tort liability, general liability, property damage liability and vehicle liability, as provided in statute, but only as respects the negligence of State.

Before using any of said rights granted herein and at its own expense, the Exchanger shall obtain and keep in force during the term of this agreement and require its Permittees to obtain while operating on the Easement area, the following liability insurance policies, insuring Exchanger against liability arising out of its operations, including use of vehicles. In addition State shall require its Permittees to comply with the same insurance requirements. The limits of insurance, which may be increased by mutual agreement of both parties, as deemed necessary, shall not be less than as follows:

- (a) Commercial General Liability (CGL) insurance with a limit of not less than \$1,000,000 per each occurrence or Personal Liability insurance, as applicable, under a personal liability policy, commercial liability insurance policy, or package property and liability insurance policy. If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the "each occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit.
- (b) Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (c) Business Auto Policy (BAP) insurance, and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per accident, with such insurance covering liability arising out of "Any Auto".
- (d) Exchanger shall comply with all State of Washington workers' compensation statutes and regulations. Except as prohibited by law, Exchanger waives all rights of subrogation against State for recovery of damages to the extent they are covered by workers compensation, employers' liability, commercial general liability or commercial umbrella liability insurance. All contractors, subcontractors, or other permittees of Exchanger and State must comply with all State of Washington workers' compensation statutes and regulations.

All insurance should be purchased on an occurrence basis and should be issued by companies admitted to do business within the State of Washington and have a rating of A- or better in the most recently published edition of Best's Reports. Any exception to Exchanger's obligation to provide and maintain insurance (including its Permittees) shall be reviewed and approved in advance by the Risk Manager for the Department of Natural Resources. Any exception to the State's obligation to provide and maintain insurance (including its Permittees) shall be reviewed and approved by the Exchanger. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

The State of Washington, Department of Natural Resources, its elected and appointed officials, agents and employees shall be named as an additional insured by the Exchanger on all general liability, excess, and umbrella insurance policies required by this Agreement. Before using any said rights granted herein, Exchanger shall furnish State with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified above. Certificate(s) must reference State's easement number. State shall furnish, upon request, a certificate of insurance showing compliance with the insurance requirements specified above.

State shall be provided written notice before cancellation or non-renewal of any insurance referred to herein, as prescribed in statute (RCW48.18 or RCW 48.15).

Exchanger shall include all Permittees as insureds under all required insurance policies or require separate certificates of insurance and endorsements for each. Exchanger shall require its Permittees to provide certificates of insurance to Exchanger and require Permittee's sub-contractors to be insured under the Permittee's policy or have in its possession separate certificates of insurance and endorsements for each. Failure of Permittees to comply with Exchanger's insurance requirements does not limit Exchanger liability or responsibility.

State shall require its Permittees provide certificates of insurance to State and shall require Permittee's sub-contractors to be insured under the Permittee's or have in its possession separate certificates of insurance and endorsements for each. Failure of Permittees to comply with State's insurance requirements does not limit State's liability or responsibility.

State and Exchanger shall furnish upon request certificates of insurance and endorsements for any or all Permittees.

All insurance provided by the Exchanger in compliance with this agreement shall be primary. Exchanger waives all rights against State for recovery of damages to the extent these damages are covered by general liability or umbrella insurance maintained pursuant to this agreement.

By requiring insurance herein, the parties do not represent that coverage and limits will be adequate to protect the other party, and such coverage and limits shall not limit the parties' respective liability and obligations under the indemnities and reimbursements granted in this agreement.

If Exchanger is self-insured, Exchanger certifies that it is self-insured for all the liability exposures, its self-insurance plan satisfies all State requirements, and its self-insurance plan provides coverage equal to that required in the Agreement. Exchanger shall provide to State evidence of its status as a self-insured entity. Upon request by State, Exchanger shall provide a written description of its financial condition and/or the self-insured funding mechanism. Exchanger shall provide State with at least thirty (30) days written notice prior to any material changes to Exchanger's self-insured funding mechanism.

Indemnity by the State. State shall defend, indemnify and hold harmless the Exchanger from all claims that arise out of the negligence of State or its Permittees in their use of the easement. A "claim" as used in this section means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the resulting loss of use. Notwithstanding the foregoing, State's obligation to defend, indemnify, and hold harmless the Exchanger from any judgment, decree or arbitration award shall extend only to the percentage of negligence of State and its Permittees in contribution to such claim. State waives its immunity under Title 51 RCW only to the extent it is required to indemnify, defend and hold harmless Exchanger and its Permittees. This indemnification shall survive the expiration or termination of the easement.

Indemnity by the Exchanger. Exchanger shall defend, indemnify and hold harmless State from all claims that arise out of the negligence of the Exchanger or its Permittees in their use of the easement. A "claim" as used in this section means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the resulting loss of use. Notwithstanding the foregoing, Exchanger's obligation to defend, indemnify, and hold harmless State from any judgment, decree or arbitration award shall extend only to the percentage of negligence of Exchanger and its Permittees in contribution to such claim. Exchanger waives its immunity under Title 51 RCW only to the extent it is required to indemnify, defend and hold harmless State and its Permittees. This indemnification shall survive the expiration or termination of the easement.

Notice. Unless otherwise specified herein, any notices required or permitted under this Agreement may be (i) delivered personally, (ii) delivered by a recognized national overnight delivery service, or (iii) mailed by certified United States mail, postage prepaid and return receipt requested. Notices to any party shall be directed to the address set forth below in this section, or to such other additional address as any party may specify by notice to the other party. Any notice delivered in accordance with this section shall be deemed given (a) in the case of personal delivery, on the day of delivery, (b) in the case of any notice delivered by a recognized national overnight delivery service, on the day of delivery to this service, or (c) in the case of any notice mailed by certified U.S. mail, upon receipt of the return receipt.

To State:
DEPARTMENT OF NATURAL RESOURCES
601 Bond Rd
P.O. box 280
Castle Rock WA 98611

To Exchanger:
CITY OF CAMAS
616 NE 4th Avenue
Camas WA 98607

Integrated agreement; modifications. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter of the Agreement and supersedes all prior negotiations and representations. This Agreement shall not be modified except by written approval of both parties. The parties agree to execute any additional documents reasonably necessary to effectuate the provisions and purposes of this Agreement.

Severability. If any provision of this Agreement is held to be invalid or unenforceable, it shall not affect the validity of any other provision herein, and to this end the provisions of this Agreement are declared to be severable. If any such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Agreement.

Waiver. Failure of either party to insist upon the strict performance of any of the terms and conditions of this Agreement, or failure to exercise any rights or remedies provided in this Agreement or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Agreement, nor shall any purported oral modification or rescission of this Agreement by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, right, condition, or provision of this Agreement shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, agreement, covenant, right, condition, or provision.

Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and assigns.

Construction. The terms of this Agreement shall be given their ordinary meaning unless defined herein and shall not be presumptively construed against either party.

Exhibits. All exhibits referenced in this Agreement are incorporated as part of the Agreement.

Headings. The headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any of its provisions.

Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect its validity so long as all the parties execute a counterpart of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate to become effective as of the day and year first above written.

CITY OF CAMAS

Dated: _____, 20____.

By:
Title:
Address:
Phone:

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: _____, 20____.

By: Angus W. Brodie
Title: Deputy Supervisor of State Uplands



Approved as to Form only
This 16th day of May, 2014
by Ryan Jarvis
Assistant Attorney General
for the State of Washington

INDIVIDUAL ACKNOWLEDGEMENT

State of Washington

County of _____

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: _____

(Seal or stamp)

(Signature)

(Print Name)

Notary Public in and for the State of Washington,
residing at _____.

My appointment expires _____.

REPRESENTATIVE ACKNOWLEDGEMENT

State of Washington

County of _____

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

Dated: _____

(Seal or stamp)

(Signature)

(Print Name)

Notary Public in and for the State of Washington,
residing at _____.

My appointment expires _____.

STATE ACKNOWLEDGEMENT

State of Washington

County of Clark

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

Dated: _____

(Seal or stamp)

(Signature)

(Print Name)

Notary Public in and for the State of Washington,
residing at _____.

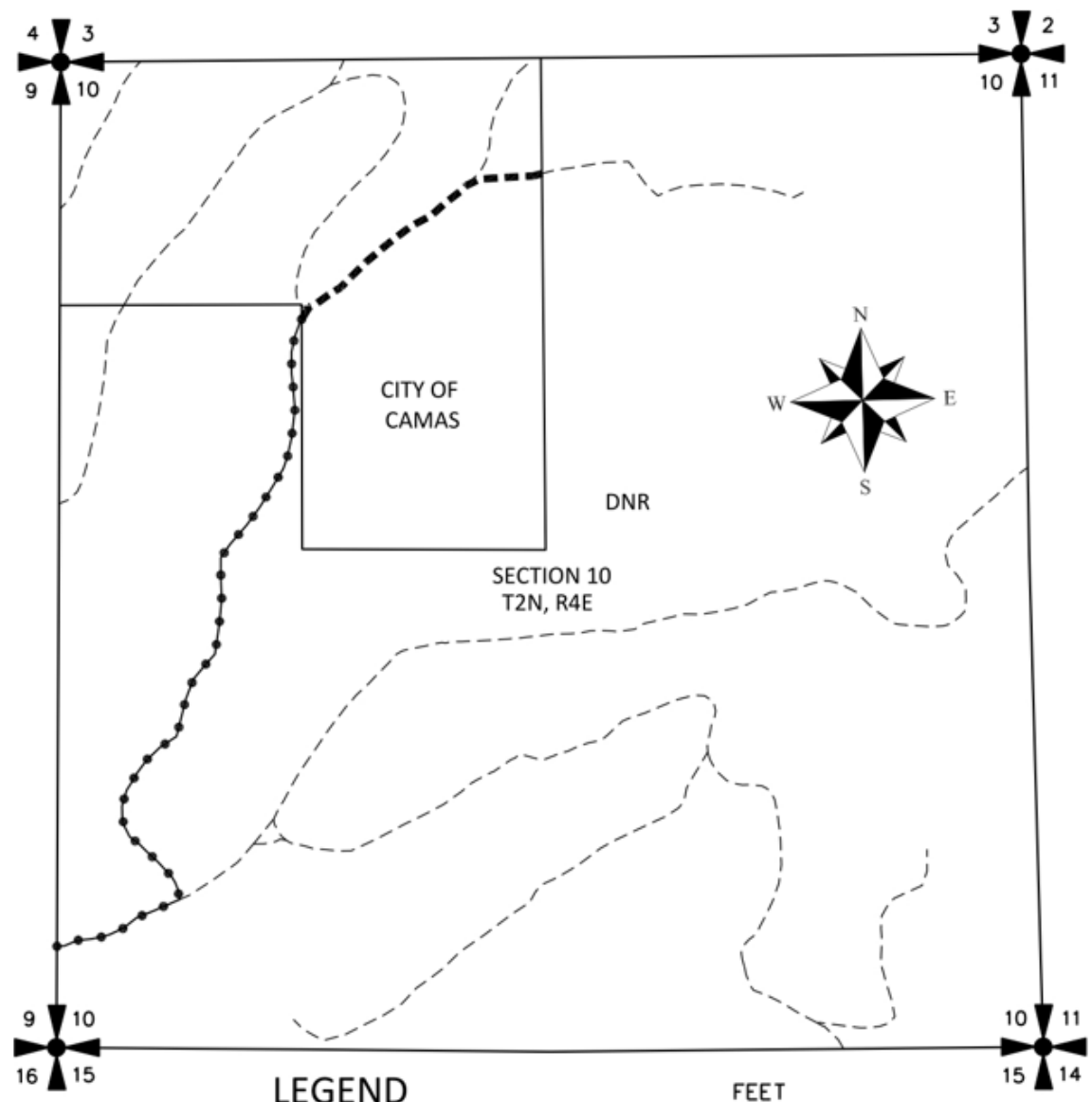
My appointment expires _____.

EXHIBIT A
Burdened Parcels

State (DNR): The Southwest quarter of the Northwest quarter AND the West half of the Southwest quarter of Section 10, Township 2 North, Range 4 East, W.M., Clark County.

City of Camas: The East half of the Northwest quarter of Section 10, Township 2 North, Range 4 East, W.M., Clark County.

EXHIBIT B
Easement Area



LEGEND





-  SECTION CORNER
-  EXISTING ROADS
-  60' WIDE EASEMENT AREA - STATE TO CITY OF CAMAS
LENGTH: 4,240 FT.
AREA: 5.8 ACRES
-  60' WIDE EASEMENT AREA - CITY OF CAMAS TO STATE
LENGTH: 1,570 FT.
AREA: 2.2 ACRES

EXHIBIT C
Benefited Parcels

State (DNR): The Northeast quarter and the South half of Section 10, Township 2 North, Range 4 East, W.M., Clark County.

City of Camas: The Northwest quarter of the Northwest quarter AND the East half of the Northwest quarter of Section 10, Township 2 North, Range 4 East, W.M., Clark County.

EXHIBIT D
HCP Requirements

- 1) Exchanger shall immediately notify State of the following:
 - a) That Exchanger has discovered locations of any species listed by the U.S. Fish and Wildlife Service as threatened or endangered species (listed species) under the Endangered Species Act as such list may be updated from time to time; and
 - b) That Exchanger has located any live, dead, injured, or sick specimens of any listed species.
- 2) Notification required in subsection 1) must in all circumstances occur as soon as practicable but in any event within 24 hours.
- 3) Exchanger may be required to take certain actions to help State safeguard the well-being of any live, injured or sick specimen of any listed species until the proper disposition of such specimen can be determined by State.
- 4) Any application for a Forest Practices Permit submitted by Exchanger for activities on the State Easement Area must identify that the State Easement Area is covered by the HCP.

EXHIBIT E

OPERATIONAL REQUIREMENTS

Examples (Delete examples before finalizing document):

- Roads may not be used when continued use will result in excessive damage due to weather or other conditions.
- No snow removal without permission from the landowner.
- Gates must be kept closed when not hauling.
- All methods of chemical weed control on State Land shall be approved in writing by State prior to beginning such activities. No aerial spraying is permitted on State land without prior approval by State.



Staff Report

October 1, 2018 Council Workshop Meeting

ADS Environmental Services Sewer Flow Monitoring

Staff Contact	Phone	Email
Sam Adams, Utilities Manager	360.817.7003	sadams@cityofcamas.us

INTRODUCTION/PURPOSE/SUMMARY: This is a contract with ADS Environmental Services to install and monitor sewer flows in the City's gravity system at four locations for four months. The data collected will be used in the General Sewer Plan for system capacity analysis.

BUDGET IMPACT: The contract is for \$49,850. The Water/Sewer fund has budget capacity to complete this work.

RECOMMENDATION/RECOMMENDED ACTION/ACTION REQUESTED: Staff recommends this item be placed on the October 15, 2018 Consent Agenda for Council's consideration.

September 11, 2018



Sam Adams, P.E.
Utilities Manager
City of Camas
360-817-7003 direct
sadams@cityofcamas.us

Re: Temporary Sewer Flow Monitoring Proposal

Dear Sam,

We are pleased to have the opportunity to submit this letter proposal to conduct sewer flow monitoring. ADS is uniquely qualified to assist you with this flow monitoring project, given our forty-three years of experience performing similar projects throughout your area. Enclosed please find a detailed scope of work and pricing for your review.

Our proposal is valid for sixty (60) days and subject to the ADS standard terms and conditions for professional services which are attached for your review.

We look forward to working with you on this and other future projects. Thank you for the opportunity to propose on your requirements. If you have any questions regarding this proposal, please do not hesitate to call me at (858) 210-5387.

Sincerely,

Rob Larson
Business Development Manager
858-210-5387

Enclosure

Proposed Scope of Work

ADS Environmental Services (“ADS”) will provide temporary flow monitoring services to the City of Camas, WA (“Client”) to collect four (4) Months of flow data at four (4) locations, rain data at one (1) location, and perform RDI/I analysis. The work will be performed in three phases as set forth below:

Phase I – Mobilization

- 1) **Kick-off Meeting.** Phase I will begin with a kick-off meeting between representatives of the Client and ADS. The purpose of the kick-off meeting is to discuss project scope, establish lines of communication, set milestones, and set the project schedule (Kickoff meeting to be conducted via conference call).
- 2) **Site Locations.** ADS will work with the Client to identify/verify the location of monitor installations.
- 3) **Site Investigation.** Once the installation sites are provided to ADS, ADS field crew(s) will perform site investigations. ADS will utilize a standard 2-person field crew for fieldwork and comply with Federal standards for confined-space entry. The proposed flow monitoring location will be located, inspected, and verified for hydraulic suitability. ADS will also check for debris in the manhole that could impact data quality and coordinate any required cleaning efforts with the Client. ADS field crews will look for evidence and signs of erratic flow patterns. ADS will also investigate adjacent manholes in order to identify the best monitoring locations as applicable if needed.
- 4) **Site Reports.** Site reports will be generated upon completion of the site investigations. The site reports will include a sketch of the general location, physical characteristics and diameters of the proposed monitoring locations, manhole depths, flow measurements, and other comments pertinent to the location such as any special traffic or safety issues. Final site locations to be approved by the Client.
- 5) **Equipment.** ADS will utilize ADS® Model Triton+™ Wireless Flow Monitors during the course of this project. A typical monitor installation will include an ultrasonic depth sensor that will be mounted at the invert of the pipe, a redundant pressure depth sensor; and a Doppler velocity sensor also mounted at or near the invert. At some locations ADS may install an additional sensor to match certain hydraulic conditions or structure configuration with the appropriate Triton+ sensor(s). ADS will utilize ADS RainAlertIII wireless rain logger with TB6 tipping bucket for rain data collection.
- 6) **Monitor Activation.** Once installed, the monitor will be activated and set to take readings at 5-minute intervals, some locations such as downstream of a lift station(s) the logging rate will be set at 2-minute intervals. ADS Field crews will take manual depth readings with a ruler and velocity readings with a portable, instantaneous velocity meter in order to confirm the monitor is collecting accurate data based on the actual existing hydraulic conditions at each location.

Phase II – Flow Monitoring

- 1) **Flow Monitoring**. Once the monitors are installed and verified to be in working order, ADS will monitor the flows for a period of four (4) calendar months (“monitoring period”). This initial monitoring period can be extended based on mutual consent and written agreement of additional work and price for such additional work.
- 2) **Data Collection and Equipment Maintenance**. ADS will use a standard 2-person field crew for all maintenance/removal activities. ADS will collect flow data from each monitoring point remotely using telemetry on a daily schedule. Field crews will perform site maintenance and site confirmations as necessary. ADS is an ISO 9001 certified company and has proprietary internal quality procedures for all fieldwork. During the course of the project and as part of ADS’s quality control program, the field manager will also visit each location and reconfirm that the monitor is in proper working condition. This includes cleaning depth and velocity sensors, confirmations as needed, and checking an installation to make sure that the ring is secure in the pipe. The ADS data analyst will also review the data on a regular basis throughout the monitoring period.
- 3) **Demobilization**. Field crews will continue data collections and confirmations (as necessary) until the end of the monitoring period. Once authorized, crews will immediately begin removing the flow monitors and deliver final data to the data analyst.

Phase III – Data Editing and Reporting

- 1) **Data Analysis**. Upon completion of the monitoring period, a trained ADS Data Analyst will begin to finalize the data collected for each monitoring location. The data analyst will directly calculate flow using the continuity equation from recorded depth and average velocity data. Flow quantities as determined by the continuity equation will be plotted.
- 2) ***ADS will deliver a tech memo. Sliicer RDI/I Analysis.*** For each of the flow monitoring location, the analysis will characterize the average dry weather flow conditions and RDI/I calculations for all significant wet weather events, an assessment of hydraulic performance under such conditions. The results of dry weather and wet weather performance will be plotted on maps of the sewer sheds to make it easier to understand where RDI/I originates. The Sliicer.com section of the Report will include the following items:
 - **Dry Weather Analysis** – A characterization of the conditions observed during weekday and weekend periods of the flow monitoring period during dry weather periods, excluding periods of extended system recovery to previous rain events. Summarized as a time-series hydrograph of the average diurnal flow quantities for weekday and weekend dry weather periods.
 - **Dry Weather Flow Summary** – A table of the Average Dry Day Flow (ADDF) and an estimation of Base Infiltration (BI). Average dry weather diurnal patterns will be provided for each flow monitoring location during weekday and weekend portions of the monitoring period.
 - **Wet Weather Analysis** – A characterization of the conditions observed during specific wet weather events observed during the flow monitoring period, summarized as a time-series hydrograph comparing observed flow quantities to average diurnal flow quantities for corresponding weekday and weekend dry weather periods.
 - **Wet Weather Summary** – A characterization of the conditions observed during the maximum rain event of the monitoring period. This can be summarized as the maximum 30 minute average peaking factor observed during the flow monitoring period.
 - **Wet Weather Prioritization** – A column chart of the Rain Dependent Inflow/Infiltration (RDI/I) determined for each flow monitoring location for each wet weather event. Column chart provides a prioritized ranking based on net RDI/I (as %rain ingress if basin acreages are provided) or net RDI/I per linear foot of sewer per inch of rain when linear footage information is provided to ADS.
 - **Hydraulic Performance Evaluation** – A narrative interpretation of hydraulic performance recorded at each flow monitoring location as determined using a scattergraph of flow depth and velocity data. The scattergraph interpretation shall evaluate the ability of each flow monitoring

location to accommodate flow quantities observed during dry weather and wet weather conditions observed during the monitoring period.

- **Recommended SSES** prioritized plan based on flow data analysis.
- 3) **Data Delivery and Final Report.** ADS will prepare a Final Report to include electronic data of the flow data in tabular, hydrograph, scattergraph, and a RDI/I report in electronic format.

NOTE: ADS's Flow monitors are capable of providing very accurate and precise (repeatable) flow data. However, under some complex hydraulic conditions such as frequent backwater, surcharging, reverse flows, and complex bends in the flow path leading to and from the associated manhole in which the flow monitor is placed, the accuracy of the data is diminished. It is important that the Client understands that ADS's temp flow monitoring equipment is some of the best available in capturing flow data in complex hydraulic situations, but that accuracy may be compromised in locations immediately upstream of pump stations or other locations where the above listed hydraulic conditions can sometimes be persistent.

City of Camas's Responsibilities:

The City will perform the following functions in connection with this Project:

- 1) Access to the site of work with sufficient area for placement of personnel and equipment, including all right-of-way and ramps, if required. This includes, but is not limited to exposing manholes and clearing easements.
- 2) Pay all local licenses and permits fees, if required.
- 3) Assist in obtaining and complying with any special permits, if required.
- 4) If sewer line is dirty and full of debris, ensure that selected sites have been jet cleaned to minimize hydraulic deficiencies or select an alternate location.
- 5) Any known information concerning bypasses, overflows, base flows, critical surcharge areas, and maintenance habits.
- 6) Provide secure location(s) and access for ADS Rain Gauge(s)
- 7) City to provide GIS map data (shapefiles) of piping, manholes, flow monitoring points, rain gauge points, and basins (polygons) associated with each monitoring location intended for RDI/I analysis. Client to provide pipe footages and acreage for each basin (for use in normalization in RDI/I analyses). Note: The monitoring point ID will be the same as the basin ID in the Slicer analysis.

Proposed Pricing:

Item	Description	Cost
1	4 Temporary Flow Meters, 1 Rain Gauge x 4 Months of Monitoring	\$49,850.00
2	RDI/I Analysis and Tech Memo	
	Base Project Total (WA State Taxes Included in Price)	

*Pricing Assumptions: Mobilization of 20% of contract value is due within thirty days of contract effective date. Any applicable Federal, state, or local taxes are not included; No prevailing wages or W/MBE requirements; **Light traffic and standard traffic control requirements assumed (1 arrowboard, 2 signs, 18 traffic cones)**; No night work assumed; Payment terms net 30 days.



Staff Report

October 1, 2018 Council Workshop Meeting

Solid Waste Rates and Collection Presentation

Staff Contact	Phone	Email
Sam Adams, Utilities Manager	360.817.7003	sadams@cityofcamas.us

INTRODUCTION/PURPOSE/SUMMARY: July of this year staff and the City's consultant gave a Council presentation on the Solid Waste Planning effort to date and the proposed rerouting of existing customers to gain more efficiencies. Staff will present the next phase of the Solid Waste analysis which is the current cost of service for garbage and recycling and potential changes to collection services and solid waste rates for Council consideration.

RECOMMENDATION/RECOMMENDED ACTION/ACTION REQUESTED: Staff will be seeking Council's input on potential changes to Solid Waste service levels and collection rates.

Waste & Recycling Collection Rate Changes

CHRIS BELL

BELL & ASSOCIATES

Cost of Service Approach

Similar budgeted line item expenses, such as wages and payroll taxes, are grouped together to comprise cost components of the rates.

Route data collected was combined with these components to calculate the cost of waste collection.

Cost Component	2019 Budget	Allocation Method	35 gal Unit Cost
Disposal	\$785,830	Actual	\$5.03
Labor	\$455,421	Route Hour	\$2.96
Collection / Truck	\$480,226	Route Hour	\$3.12
Facility	\$70,915	Customers	\$0.69
Recycling Carts	\$28,488	Customers	\$0.29
Recycling Collection	\$579,457	Customers	\$5.80
Administration	\$360,054	Customers	\$3.53
Refuse Tax (3.6%)	\$84,131	Actual	\$0.54
Total Cost	\$2,844,522		\$21.96

Proposed SW Rate Changes

Cost of Service Rates – Residential

Recycling Pass Through Cost for Rates

Snow Bird Rate

95 gallon residential cart rate

Cost of Service Rates - Commercial

Residential Cost of Service

The cost of service is lower than the current rate for waste collection, but higher than the current rate for recycling collection.

Rates would be adjusted and presented at the cost of service.

Service	35 gal	65 gal
Cost of Service SW Rate	\$16.15	\$20.49
Current Rate	\$18.07	\$24.25
\$ ▲	\$(1.92)	\$(3.76)
Current Recycling Rate	\$3.32	\$3.32
Recycling Cost of Service	\$5.80	\$5.80
\$ ▲	\$2.48	\$2.48
2019 SW Rate (nearest 5¢)	\$16.15	\$20.50
2019 Rec Rate (nearest 5¢)	\$5.80	\$5.80
Total Combined Rate	\$21.95	\$26.30
Current Combined Rate	\$21.39	\$27.57
\$ ▲	\$0.56	\$(1.27)

Residential Service

Adjust collection rates to the cost of service in 2019.

Projected costs in 2020 and 2021 will remain flat compared to 2019, so the residential waste collection rate could be frozen over the next three years.

The cost of recycling would be passed through to the customer.

Recommend an operational / cost review in 2020 to ensure the costs correlate with the rates and projections.

Residential rates would be adjusted in 2021 if the operational / cost review reveals a need to increase revenue.

Recycling Pass Through Rate

Current Cost of Residential Curbside Program is \$4.59 per month or \$9.18 per billing cycle

Invoice the customer for the actual cost of recycling as invoiced by Waste Connections.

Recycling subsidy has been embedded in the solid waste rate since the second year of the cart recycling program.

SERVICE DESCRIPTION	
Service Period: 05/01/18 - 06/30/18	
Charge Detail	Amount
Water Use	39.06
Water Base	19.40
Sewer Use	60.32
Sewer Base	49.46
65 gallon weekly	48.50
Recycling	6.64
Storm Water	23.38

Snow Bird Rate

Snow Bird Rate will replace the Every-other-Week (EOW) rate.

Snow Bird Rate is for periods of 12 weeks or more.

EOW rate was implemented to provide customers that spend time away from Camas a low cost rate alternative.

It was **not** implemented to incentivize recycling.

Current EOW service rate is not at the cost of service.

EOW is abused because of the cart markings and inability to invoice for extras efficiently during off weeks

Cost Component	Snow Bird
Disposal	\$-
Labor	\$2.96
Collection / Truck	\$3.12
Facility	\$0.69
Recycling (Carts)	\$0.29
Admin	\$3.53
WA Refuse Tax	\$0.36
Total Cost	\$10.94

Residential 95 gal Service

Discontinue 95 gallon cart service for new residential customers.

Continue to provide service to the existing customers at the current 95 rate. Future rate for this service would be at the same % increase as the 65 gallon cart.

Only 246 residents have this service – 3% of residential base

The cost of purchasing and maintaining an inventory of 95 gallon carts exceeds the value provided.

Commercial Cost of Service

Service	1.5 Yd.	1.5 Yd. -2X	2 Yd.	2 Yd. - 2X	2 Yd. - 3X
Cost of Service	\$67.50	\$130.65	\$81.05	\$157.75	\$234.50
Current Rate	\$100.72	\$183.05	\$134.96	\$249.19	\$363.42
\$ ▲	\$(33.22)	\$(52.40)	\$(53.91)	\$(91.44)	\$(128.92)
% ▲	33%	29%	40%	37%	35%

Commercial Rates are set over the cost of service.

The average variance between the cost and the rate is 30%.

Overearning is the reason for the healthy balance for the SW fund.

Rates would be adjusted to the cost of service in 2019 and adjusted by 2.5% starting in 2020.

Council considerations for 2019

- Eliminate EOW service
- Establish Snow Bird rate
- Remove 95 gallon residential cart as service option
- Charge customers actual cost of Recycling
- Keep Residential Garbage rates the same for 2019/2020 (review 2021)
- Adjust Commercial rates to cost of service 2019
- Eliminate Extras List (garbage only)
- Prepare for Reroute May 2019



Staff Report

October 1, 2018 Council Workshop

Engineering Staff Reclassifications

Staff Contact	Phone	Email
Steve Wall, Public Works Director	360.817.7899	swall@cityofcamas.us

INTRODUCTION/PURPOSE/SUMMARY: Staff has updated Council multiple times over the last couple of years, most recently during the Level of Service presentations, regarding the workload within the Engineering Division of Public Works and the need for additional staff support. The work load in the Engineering Division is such that there is a need for additional engineering support in the office to complete plan reviews and designs, and in the field to help complete and oversee construction inspection. The Engineering Division currently has two staff members that have both been working for the City of Camas as Engineering Technicians for over four years. Each of them has their Engineer-In-Training Certificate and anticipate sitting for their Professional Engineering examination within the next year. To increase levels of service in Engineering, staff is proposing to reclassify these two Engineering Technicians to the level of an Engineer I.

Additionally, as previously discussed with Council and approved with the 2018 Spring Omnibus, within the last 6 months the City has hired an additional Engineering Technician and is currently in the process of hiring a Senior Engineering Technician, both of which will be used to complete field inspections. The addition of these positions will facilitate use of the two new Engineer I positions to complete higher level work while still meeting the construction inspection needs.

Staff will bring the proposed Job Roster Changes to the City Council for consideration at the October 15th Regular Meeting to reclassify the two Engineering Technician positions to Engineer I.

BUDGET IMPACT: The Engineering Division has experienced significant savings from vacant positions throughout 2018, and as such, there is not anticipated to be any impact to the 2018 Budget as a result of reclassifying the two Engineering Technicians to an Engineer I level. It is anticipated the two positions would be included in the Baseline Budget as Engineer I positions in the 2019/2020 Biennium Budget. Revenues to support these positions comes from development review fees and the General Fund.

RECOMMENDATION/RECOMMENDED ACTION/ACTION REQUESTED: This item will be placed on the October 15, 2018 Regular Meeting Agenda for Council's consideration.