

11 August 2015

Mr. Jerry Acheson, Parks & Recreation Manager
City of Camas
1718 SE Seventh Avenue
Camas, WA 98607

Subject: Proposal to Provide Professional Services for Fallen Leaf Lake Park

Dear Jerry:

Thank you for the opportunity to submit the following proposal to provide professional landscape architecture, engineering, public involvement, planning, and environmental services related to the preparation of a park master plan for Fallen Leaf Lake Park.

PROJECT TEAM

The BergerABAM project team consists of local design, engineering, and permitting staff with experience developing park projects. These team member firms and their roles are as follows.

- **BergerABAM** | Master planning, trail design, natural resource assessment, public involvement, landscape architecture, pre-application conference, and civil engineering
- **HDJ Design Group** | Topographic Survey

PROJECT UNDERSTANDING

The City of Camas (City) is seeking consultant services for the preparation of the Fallen Leaf Lake Park master plan. Fallen Leaf Lake is part of an interconnected three-lake system known as the Lacamas Corridor that also includes Lacamas Lake and Round Lake. The project site is located on both City and Columbia Land Trust properties, and the City will coordinate with the Legacy Lands Program and U.S. Forest Service (USFS) for project review and approval of the conceptual master plan. The park includes shoreline, forest, wetlands, and currently consists of a large picnic shelter with gravel parking area, day-use parking, caretaker RV pad, picnic tables, and rustic trails.

The project includes development of the conceptual master plan, public involvement, site survey, environmental assessment, and preliminary civil engineering. A primary component of the master plan includes public access improvements for pedestrian and vehicular circulation into, and throughout, the park. Design concepts will also include upgrades to the existing park facilities incorporating new opportunities for recreation and waterfront access for all users.

Improved vehicle access would involve relocating the main park entry to the south at the Fallen Leaf Softball Field entrance from NE 23rd Avenue. Entrance improvements would include widening the driveway to incorporate a locking gate and traffic teeth for management of park opening hours. The existing driveway from NE Everett Street/State Route 500 is proposed to remain only as emergency access. The existing parking lot at the softball fields is proposed for expansion along with a new access driveway that would connect to the existing picnic structure

and parking areas within the park. This south trail head would connect to existing rustic trails on the west side of lake connecting with proposed trail head to the north of the lake.

A future east-side trail will be identified on the conceptual master adjacent to the entrance driveway and will provide a connection around the east side of the lake. The future east-side trail would be Americans with Disabilities Act (ADA) compliant and sections of the trail would include overwater crossings, such as a pre-engineered boardwalk and handrails where necessary. The master plan will include a lake loop trail system, which is intended to separate day-use activities from private rentals at the picnic facilities to limit user conflicts. The east-side trail will be conceptually identified on the plan but will be identified as a future trail.

Proposed site improvements on the north side of the park will include a trail head with an entrance from NE Lake Road, including parking, a hand-carried-boat launch, an overwater lookout/fishing pier, and connects to the west-side trail system with provisions for a future connection to the east-side trail system. Additionally, the existing rustic trails along the western side of the lake would be rehabilitated, including improving surfacing and clearance consistent with the Trail and Bikeway Standards in the Camas Comprehensive Plan. Existing global positioning system (GPS) data on the west side of the lake will be used to incorporate the existing trail system into the overall conceptual master plan. The plan would also address improvements between park trail connections and adjacent neighborhoods, greenways, and parks, including connecting the west-side trails to the north and south trail heads.

PROJECT APPROACH

BergerABAM will provide landscape architecture, engineering, public involvement, planning, and environmental services related to the conceptual master plan development for Fallen Leaf Lake Park. Our goal will be to conduct early site assessment and identify opportunities and constraints that can be addressed in the conceptual master plan and during coordination with City staff at a pre-application conference. The outcome of this initial work is to ensure that the as the project moves forward, designs are feasible, and the facilities can be permitted and developed as identified in the plan.

Based on fieldwork and site assessments, the BergerABAM team will prepare two alternative conceptual master plans using the results of a site-specific natural resource assessment, topographic survey, and an opportunities and constraints analysis. Following review with the City and public feedback, BergerABAM will incorporate review comments and develop a draft conceptual master plan, which will confirm the proposed site improvements, alignment, and trail structures. The draft concept master plan will be used for a pre-application conference submittal to the City to understand additional code and development requirements. Based on feedback, BergerABAM will develop the final conceptual master plan with project summary report and up to three renderings and presentation graphics. The plan, report, and graphics are intended to be used for public outreach, coordination, project promotion, and grant applications.

OVERALL PROJECT ASSUMPTIONS

The following general assumptions were used in the preparation of this scope of work. Task specific assumptions are included below.

- Design intent to minimize construction below the U.S. Army Corps of Engineers (USACE) ordinary high water mark (OHWM) of Fallen Leaf Lake, associated wetlands, and/or lake-outlet. Limited to a viewing platform structures or elevated boardwalks and will not include the placement of fill material.
- Concept planning is limited to the City and Columbia Land Trust properties and acquisition will not be required.
- The City will provide access authorization to the site and secure authorization from the Columbia Land Trust to access their property.
- The City will coordinate with the Legacy Lands Program and USFS for project review and approval of the conceptual master plan.
- Lighting will be not be provided along the trail corridor and utility improvements for the project are excluded.
- Traffic engineering analysis is excluded.
- City pre-application review fees are excluded.
- An archaeological and cultural resource survey is excluded.
- GPS data for the west-side trails and/or historical data will be provided by the City.
- Only one round of City review of draft reports will be required.
- Land-use and environmental permitting is excluded.

SCOPE OF WORK

Task 1.0: Topographic Survey

HDJ Design Group (HDJ) will conduct a topographic survey as described in the HDJ scope of work, dated 23 June 2015. In summary, HDJ will provide a detailed survey between the existing ball field entrance from NE 23rd Avenue along the driveway to the existing parking lot for the purpose of modifying the southern entry to the park and expanding the parking lot approximately 40 feet north of the edge of existing pavement. HDJ will survey a 40-foot-wide corridor based on the existing trail for new driveway access from the parking lot expansion north to the existing gravel parking area to the picnic shelter and the existing driveway. The proposed future trail alignment on the east side of the lake will not be field located and surveyed. The north end of lake will be surveyed for proposed parking and trail head.

Assumptions

- Horizontal and vertical datum (NAD83/91 and NGDV 29/47).
- Contours will be provided at 1-foot intervals.
- Survey includes all existing aboveground features, including edge of pavement, curbs, sidewalks, buildings, tree inventory with 6-inch-diameter at breast height (DBH) or greater.

Excluded tasks and costs

- Survey of the west- and east-side trail alignments.

Deliverables

- Topographical survey in electronic form (AutoCAD Civil 3D 2015 and PDF formats)
- Existing grade surface Civil 3D file

Task 2.0: Site Visit and Natural Resource Assessment

BergerABAM will conduct a preliminary site reconnaissance using available geographic information system (GIS) data, aerial photography, and available natural resource surveys prepared by other consultants and provided to BergerABAM by the City.

BergerABAM will conduct a review and photographic inventory of the park and trail corridors to confirm the findings of previous studies and to document visible site features and ground conditions, including shoreline elements, significant vegetation, topographic elements, view corridors, etc. This natural resource site visit and memorandum work is to provide information to assist with the pre-application process, to complete a fatal flaw analysis of the City's shoreline code, and inform the design

The design team will use the existing 2008 environmental data, provided by the City, during the master plan design process. Even though delineated critical areas and shorelines may have changed, they should be relatively close and should be sufficient for the master planning effort. However, since the existing documentation is more than five years old, a new wetland and OHWM delineation report will be required by the agencies as part of the permitting process. Minor modifications to the master plan might be necessary after new delineation reports are completed.

In addition, BergerABAM also will review the tree inventory provided by HDJ to verify all trees equal to or greater than 6-inch DBH have been documented. Once the fieldwork is completed, BergerABAM will prepare a natural resource summary documenting the findings of the existing documentation research and field investigations.

Assumptions

- Arborist reports are not required.
- Flagging wetland/upland and OHWM boundaries are excluded.
- A wetland delineation and assessment report is excluded.
- City's critical areas and shoreline permit applications are excluded.
- Only one red-line review for natural resource summary will be required.

Deliverables

- Draft (electronic copy) and final (electronic and two hard copies) natural resource summary

Task 3.0: Conceptual Master Plan

BergerABAM will prepare up to two alternative conceptual master plan designs based on the results of the site-specific natural resource assessment, topographic survey, and opportunities and constraints analysis. The conceptual design documentation will confirm the site improvements, driveway alignment, parking, and trail structures. BergerABAM will submit the conceptual master plan alternatives to the City for review and comment. BergerABAM will participate in one 2-hour

meeting with the City to review the alternatives and discuss park design, site access and design issues. We will prepare renderings and presentation graphics for the alternative conceptual plans for public presentation, online outreach, and printed media.

Based on public input and City direction, BergerABAM will prepare the draft conceptual master plan which will be used for a pre-application conference submittal to understand additional code and development requirements. BergerABAM will participate in one 2-hour meeting with the City to review the draft concept plan prior to the pre-application conference and make revisions as necessary. Based on feedback from the pre-application conference, BergerABAM will finalize the concept master plan and document the findings in a narrative summary report. During concept master plan development, preliminary engineering work will confirm the feasibility of the previously described new park elements. BergerABAM will participate in one 2-hour meeting with the Parks and Recreation Commission to discuss park design. A concept-level stormwater management memorandum will be developed describing how the proposed facilities can address stormwater regulations, including layout of proposed stormwater treatment elements.

BergerABAM will coordinate with the City's consultant to confirm the graphic requirements for the Washington State Recreation and Conservation Office (RCO) grant application. Using aerial photography and GIS data, BergerABAM will update up to three graphics, such as a vicinity map, service area map, or Lacamas Corridor Map, developed for the 2008 grant application for use with the 2016 grant applications. We will submit the draft graphics to the City for review, make revisions, and provide final graphics for incorporation into the grant application document.

In addition to the grant graphics, BergerABAM will prepare up to three illustrative plan view graphics and perspective sketches that will be used for public outreach, coordination, project promotion, and grant applications. BergerABAM will provide site plan design and cost estimates of the following proposed park elements:

- Adjustment to the ball field parking entrance to evaluate fencing, gate, and driveway alignment for expanded facility use.
- An expanded parking area at the north end of the existing ball field parking immediately adjacent to Fallen Leaf Park.
- A new driveway from the existing ball field parking to the existing day-use parking area and shelter parking lot.
- Future east-side trail providing an ADA loop connection around the east side of the lake from south to north trail heads.
- Identify improvement needs for existing rustic trails along the western side.
- Adjusted layouts for existing day-use parking lot areas and shelter parking to include water quality filter locations.
- A new trail head, parking, and lake access at the north end of Fallen Leaf Lake, including a hand-carried-boat launch and an overwater lookout/fishing pier.

Assumptions

- Design will be limited to work within the park property with the exception of driveway connections to Lake Road and NE 23rd Avenue.

- Only minor modifications to the ball field entrance will be required, including placement of an entry gate and exit traffic teeth, with isolated modifications to the existing sidewalk on NE 23rd Avenue and minor widening to the entry driveway.
- Ball field parking lot expansion will include one row of parking for the entire length of existing parking lot.
- Picnic shelter parking area will be upgraded with asphalt pavement within the existing gravel limits.
- The existing gravel day-use parking and driveway will be maintained for emergency vehicles only.
- Two alternative layouts for the north trail head will be developed, including one alternative with parking lot and driveway access to Lake Road, and the second with a pedestrian crossing linking the existing Lacamas Lake Park with Fallen Leaf Lake Park areas.
- The graphics requirements for the RCO will be the responsibility of the City and their consultant.
- Updates to the 2008 RCO grant application graphics for use with the 2016 grant applications are anticipated to be minor.
- Revisions to the stormwater concept management memorandum will be limited to one review by the City.

Excluded tasks and costs

- Right-of-way improvements within NE 23rd Avenue, including pavement and sidewalk extension; and improvements to Everett at the existing driveway entrance.
- Modifications to the existing ball field driveway between the modified entry and the parking lot.
- Improvements to Lake Road and Lacamas Lake Park.

Deliverables

- Two alternative concept-level master plans
- Attendance of two BergerABAM staff at one 2-hour meeting with the City to review alternative concept plans
- Attendance of two BergerABAM staff at one 2-hour meeting with the City to review the draft concept plan
- Attendance by two BergerABAM staff at one 2-hour meeting with the Parks and Recreation Commission to review the draft concept plan
- Draft and final stormwater concept management memorandum
- Draft and final concept master plan in electronic (AutoCAD and PDF) formats
- Up to three renderings/presentation graphics
- Up to three draft and final RCO graphics in electronic (PDF) format (one review)
- Design-level cost estimate
- Draft and final park master plan narrative report in electronic (PDF) and hardcopy (three bound copies) format.

Task 4.0: Public Engagement

A public open house will serve as the public venue for all interested community members to learn about the project and share ideas and concerns. BergerABAM will plan and implement one public

open house for the project during alternative development to present ideas being considered for park improvements. For this meeting, BergerABAM will prepare a meeting plan, identify and schedule a venue, and provide one public involvement staff to manage set up, refreshments, guest sign in, facilitation/moderation, and tear down. BergerABAM will prepare a post-meeting summary to be reviewed by design team for considerations for the final conceptual plan. BergerABAM will attend one 1-hour meeting with City staff during the project to coordinate public outreach work products. Two BergerABAM design team members will also attend the open house to provide technical expertise related to the project.

To keep the community informed about the project, BergerABAM will draft copy for, design, and coordinate production and distribution of the following informational materials.

- **Online information:** BergerABAM will work with City staff to adapt project information and graphics for use on the City's existing website. Twice during the project, BergerABAM will provide key project messaging to the City in a digital format that can be uploaded and posted to the City's social media outlets.
- **Project mailer:** One 8-1/2- by 11-inch, single-page (double-sided) mailer describing the proposed project and announcing the open house. BergerABAM will work with the City to select topics for inclusion in the mailer, such as project objectives, schedule, project plan graphics, and benefits of the project. BergerABAM will obtain up to two estimates for printing, postage, and mailing. These estimates will be provided to the City for vendor selection and payment.
- **Factsheet:** One 8-1/2- by 11-inch, single-page (double-sided) factsheet for distribution at the open house. BergerABAM will work with the client to determine topics that may include project objectives, schedule, graphic details of project plan, and benefits of the project.
- **Presentation boards:** BergerABAM will prepare up to three 24- by 36-inch presentation boards to be used at the open house.

Assumptions

- The City will promote and invite the public to attend the open house.
- The City will respond to all media inquiries and serve as the public information officer.
- Only one red-line review cycle for the meeting plans and meeting summaries will be required.
- The City will assume the costs of venue rental, if applicable.
- The City will manage and update the project website and social media accounts.
- BergerABAM will coordinate printing postage and mailing. The City will assume the costs of printing, postage, and mailing.
- The City will provide available background information, photos, and graphics for BergerABAM's use in preparing informational materials.

Excluded tasks and costs

- Translation services or other targeted outreach methods to non-English-speaking participants.
- Video and/or audio recordings of the open house.

Deliverables

- Meeting plan, organization, staffing (one public involvement staff and two design team members), facilitation, and a meeting summary for one open house
- Graphics used for one informational flyer and/or open house presentation boards to the City in a digital format that can be posted to the City's project website
- Attendance at one 1-hour meeting with project team and City staff to coordinate public outreach work products
- Key project messaging, up to two times, in a digital format
- Draft and final copy, layout, and coordination of printing and mailing for one double-sided mailer
- Draft and final copy, layout, and coordination of printing for double-sided fact sheet
- Draft and final design and production for up to three 24- by 36-inch presentation boards

Task 5.0: City Pre-Application Conference

Before a project proponent can submit an application for permits, the City requires a formal pre-application conference at which the proponent meets with representatives of the relevant departments to identify issues and requirements associated with the proposed development. The pre-application conference requires submittal of conceptual project details for review by the City departments before the meeting. At the pre-application conference, City staff provides a report describing the code and submittal requirements for review and approval of the City permits. For the pre-application conference, BergerABAM will:

- Complete the application form and project narrative. The project narrative will describe the project in detail, including planning and code provisions and development code requirements.
- Compile and submit the pre-application materials to the City and provide the pre-application conference date and location to the City and project engineers.
- Attend one 1-hour pre-application conference (two BergerABAM staff members).
- Facilitate the pre-application conference.
- Meet with the City to review the summary report of the pre-application conference and to review items in the summary report that will be used to finalize the conceptual master plan

Assumptions

- Revisions to the draft pre-application conference narrative will be limited to one review by the City and one revision.

Excluded tasks and costs

- Other preliminary studies, including archeology and geotechnical reports.

Deliverables

- Draft and final pre-application conference application form
- Draft and final pre-application conference narrative
- Compilation and submittal of pre-application conference application
- Preparation for and attendance by two BergerABAM staff members at one 1-hour pre-application conference
- Attendance by two BergerABAM staff member at one 2-hour post-conference meeting with the City and design team to review pre-application conference requirements

FEE

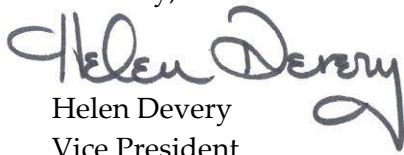
Professional fees, including an estimated \$700.00 in expenses, will be billed as incurred and will not exceed \$59,500 without written authorization as follows:


Task 1.0: Site Survey	\$ 12,500
Task 2.0: Site Assessment and Natural Resource Memo	4,800
Task 3.0: Conceptual Master Plan	28,000
Task 4.0: Public Engagement	8,000
Task 5.0: Pre-Application Conference	5,500
Expenses	<u>\$ 700</u>
Cost Estimate	<u>\$59,500</u>

CLOSING

If you agree with the above, please show your acceptance by signing in the space provided below. Please return a fully executed copy of the entire proposal to me by fax or PDF and retain the original for your files. We will consider the signed date as our notice to proceed. This proposal is valid for 30 days. We thank you for the opportunity to provide this proposal, and we look forward to working with you. If you have questions, please call me at 360/823-6100.

Sincerely,


Helen Devery
Vice President


Juanita B. Rogers, RLA
Senior Landscape Architect

HD:JBR:llt
Attachments
 Subconsultants' Scopes of Work
 Standard Terms and Conditions

ACCEPTED BY

City of Camas

Signature

Title

Name (Printed)

Date

STANDARD TERMS AND CONDITIONS

BILLINGS

Lump-sum jobs are billed according to agreed-upon milestones, on a percent-of-completion basis. Time and expense jobs are invoiced in accordance with the labor and other costs incurred in performing the work. Personnel are billed at a rate that includes labor overhead and an allowance for profit. Project-related expenses are billed at cost or use rate plus 10 percent (10%).

PAYMENT SCHEDULE

Invoices are submitted monthly for services performed during the prior month and are due upon receipt. If Client fails to make any payment due BergerABAM for services and expenses within thirty (30) days after receipt of BergerABAM's statement therefore, the amounts due shall bear interest, at the prevailing legal rate from said thirtieth day. In addition, BergerABAM may, after giving seven (7) days written notice to Client, suspend services under this Agreement until BergerABAM has been paid in full all amounts due for services, expenses, and charges. Attorneys' fees and other costs incurred in collecting a delinquent amount will also be charged. Late or nonpayment of fees is cause for immediate termination by BergerABAM.

CHANGED CONDITIONS

Should conditions of the work change so as to materially affect the level of effort or the time required, then equitable adjustments to fee and schedule shall be made. BergerABAM will notify Client when a changed condition becomes apparent. Failure of Client to provide a timely and equitable adjustment is cause for termination by BergerABAM.

In the event that government jurisdictions, at any level, legislate new taxes or administratively interpret existing regulations such that additional taxes apply to this work, this shall be cause for an equitable adjustment of the contract fee in recognition of the increased taxation.

TERMINATION

Either Client or BergerABAM may terminate this contract at any time, upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

In the event of termination of this Agreement, BergerABAM shall be paid for all services rendered up to the date of termination, and shall be paid for all unpaid Additional Services and unpaid Reimbursable Expenses incurred up to the date of termination, and shall be paid for all termination expenses. Upon termination, BergerABAM will close the job in an orderly fashion and Client shall pay BergerABAM for its reasonable closing costs.

PROJECT RELATIONS

BergerABAM shall not direct or supervise Contractor or other third parties and will not act as Client's agent. Contractor and/or Client is solely responsible for the means and methods of construction, including job-site safety. BergerABAM is responsible solely for the negligent acts

and omissions of its own employees, agents, and subconsultants. BergerABAM is not responsible for the negligent acts or omissions of others, against which Client will defend and indemnify BergerABAM.

BergerABAM PERSONNEL AT CONSTRUCTION SITE

The presence of BergerABAM personnel at a construction site, whether as on-site representatives or otherwise, shall not make BergerABAM in any way responsible for those duties that belong to the Client and/or the Construction Contractors or other entities, and does not relieve the Construction Contractors or any other entities of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating all portions of the construction work in accordance with the contract documents, and any health or safety precautions required by the work.

BergerABAM's site responsibilities are limited solely to the activities of BergerABAM and BergerABAM employees on site. These responsibilities shall not be inferred by any party to mean that BergerABAM has responsibility for site safety. Safety in, on, or about the site is the sole and exclusive responsibility of the contractor alone. The contractor's methods of work performance, techniques, superintendence of the contractor's employees, sequencing of construction, and procedures necessary for coordinating all portions of the construction work in accordance with the contract documents are also the sole and exclusive responsibilities of the contractor alone.

Client warrants that: 1) the Construction Contractor's responsibilities will be made clear in Client's agreement with the Contractor; 2) Client's agreement with the Contractor shall require the Contractor to indemnify, defend, and hold Client and BergerABAM harmless from any claim or liability for injury or loss arising from Client's or BergerABAM's alleged failure to exercise site safety responsibility; and 3) Client's agreement with the Contractor shall require the Contractor to make Client and BergerABAM additional insureds under the contractor's general liability insurance policy, which insurance protection shall be primary protection for Client and BergerABAM.

Given the foregoing, Client also shall, to the fullest extent permitted by law, waive any claim against BergerABAM and indemnify, defend, and hold BergerABAM harmless from any claim or liability for injury or loss arising from BergerABAM's alleged failure to exercise site safety responsibility. Client also shall compensate BergerABAM for any time spent or expenses incurred by BergerABAM in defense of any such claim. Such compensation shall be based upon BergerABAM's prevailing fee schedule and expense reimbursement policy. (The term "any claim" used in this provision means "any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability.")

SUPPORTING SUBCONSULTANTS

BergerABAM works on a continuing basis with a group of selected specialized subconsultants as required to balance peak staffing requirements and provide specialized expertise for scheduled workload. BergerABAM reserves the right to make assignments to these firms, including, but not limited to, routine word processing, drafting, civil and structural engineering, and environmental work. Work by these firms is performed under the oversight of the BergerABAM project manager and is subject to BergerABAM quality review. Services performed by subconsultants will be billed to client by BergerABAM at actual costs plus 10 percent (10%). If requested, BergerABAM will make information on collaborating subconsultants available for client review.

LOANED EMPLOYEES FROM AFFILIATE COMPANIES

BergerABAM is a member of The Louis Berger Group, Inc., one of the largest consulting engineering organizations in the world. BergerABAM reserves the right to supplement in-house project staff with loaned employees from The Louis Berger Group, Inc. Unless otherwise specifically defined, any added costs associated with the use of these employees will be handled internal to BergerABAM and clients will be charged at BergerABAM standard rates for the grade and/or skill level of employees involved.

USE OF OWNER-SPECIFIED CONSULTANTS OR CONTRACTORS

BergerABAM will comply with Client's directives in utilizing services of owner-specified consultants on the project. The liability of BergerABAM arising from the work of such subconsultants will be limited to proceeds available from the subconsultants' insurance(s) to the extent permitted by law.

HAZARDOUS WASTE

Client warrants that, to their knowledge and belief, there are no hazardous materials or substances (as defined by applicable law and regulation) associated with the work. Discovery of such will constitute, at BergerABAM's option, either a changed condition or cause for termination by BergerABAM. Following discovery, Client shall take all measures needed to protect health and safety. Client shall comply with all applicable laws and regulations and will make all required notifications.

DATA DOCUMENTS AND RECORDS

BergerABAM shall be entitled to rely upon the accuracy and completeness of all data furnished by Client to BergerABAM that is used by BergerABAM in providing services under this agreement.

REUSE OF DOCUMENTS

All documents prepared by or furnished by BergerABAM pursuant to this Agreement are instruments of service in respect of the Project. They are BergerABAM's property. Client may make and retain copies of information for reference in connection with the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others upon modifications of the Project or on any other project. Any reuse without

written verification or adaptation by BergerABAM for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to BergerABAM, and Client shall indemnify and hold harmless BergerABAM, its officers, directors, agents, and employees from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting there from. Any such verification or adaptation of drawings will entitle BergerABAM to further compensation at rates to be agreed upon by Client and BergerABAM.

USE OF ELECTRONIC DATA

The use of any electronic data associated with this project is restricted to the original site and project for which it was prepared. Unless otherwise specifically agreed, information contained in transmitted electronic files is proprietary and is to be used only as an aid toward the successful completion of this project.

Electronic copies of drawings shall not be interpreted to be true-scale documents of the proposed work. If these drawing files are being altered by another party as part of an effort to generate as-built drawings or for any other purpose, BergerABAM accepts no liability and/or responsibility for the accuracy of these as-built or other documents. In addition, all drawing information contained in transferred electronic files, including, but not limited to, symbol libraries, blocks, details, etc. may not be reproduced, sold, distributed, or utilized in any form on any other project or by anyone else.

BergerABAM has provided the data contained in any electronic files solely for the Client's convenience and/or benefit. Reuse or reproduction of transmitted electronic data for any other purpose or party for which the material was not strictly intended, is prohibited, as BergerABAM retains all copyright and other legal interest in the material. The recipient of transferred electronic data recognizes and acknowledges that the use of such data will be at their sole risk and without any liability or legal exposure to BergerABAM.

No warranties of any nature, whether express or implied, shall attach to the electronic media or information contained thereon. Furthermore, recipient of transferred electronic data hereby releases and shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless BergerABAM from any and all claims, damages, losses, and expenses (Claims), including attorney's fees arising out, or resulting from the use of such transferred electronic data, including, but not limited to, Claims involving the completeness or accuracy of any data or information contained on the transferred electronic files.

INSURANCE

BergerABAM shall procure and maintain the following insurance: worker's compensation and employer's liability insurance, comprehensive general liability insurance, and professional liability insurance.

Within the limits and coverage of this insurance, BergerABAM will indemnify Client against loss or liability arising solely from the negligent acts or omissions of BergerABAM's employees, agents, and subconsultants.

Client agrees to require BergerABAM to be named as an additional insured for all insurance policies carried by Contractors, Subcontractors, Client, and Suppliers on which Client has been or will be named as an insured or additional insured.

Notwithstanding any other provisions in this agreement, nothing shall be construed or enforced so as to void, negate, or adversely affect any otherwise applicable insurance held by any party to this agreement.

OPINIONS OF COST, FINANCIAL CONSIDERATIONS, AND SCHEDULES

In providing financial analyses or opinions of cost, economic feasibility, and scheduling for the Project, BergerABAM has no control over costs or prices of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures; market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; or other economic and operational factors that may materially affect the ultimate Project cost or schedule.

Therefore, BergerABAM makes no warranty that the Client's actual Project costs, financial conditions, economic feasibility, or schedules will not vary from BergerABAM's opinions, analyses, projections, or estimates.

PROFESSIONAL PRACTICES

BergerABAM intends to perform the work it has agreed to do with the thoroughness and competence usual to the engineering profession at the time and place of performance. No other representation, either expressed or implied, will be construed from BergerABAM's proposal, contract, or work. Should BergerABAM certify anything with respect to the work, the certification will be considered a professional opinion and not a warranty.

LIABILITY

Regardless of the presence or absence of insurance coverage, BergerABAM shall not be liable for loss or damage associated with delays beyond BergerABAM's control, or for loss of earnings, loss of use or other incidental or consequential damages suffered by Client or others, however caused. BergerABAM's liability hereunder, whether in tort or in contract, for any cause of action shall be limited as follows: (a) for insured liabilities arising out of BergerABAM's negligence, to the amount of insurance then available to fund any settlement, award, or verdict; and (b) for uninsured liabilities, to 50 percent (50%) of the fee earned by BergerABAM under this Agreement. Client expressly agrees to this limitation of liability.

Client shall, at BergerABAM's option, defend BergerABAM against third-party claims arising from the work. Regardless of whether BergerABAM exercises this option, Client shall pay BergerABAM for damages, cost of defense, and expenses arising out of such claims (including reasonable charges at standard billing rates for time spent by BergerABAM personnel in

connection with the claims) at the time they are incurred. At the conclusion of litigation, BergerABAM will reimburse Client for those payments, in proportion to BergerABAM's relative negligence as determined by law.

DISPUTES

Should a dispute arise, Client will continue to pay BergerABAM's regular invoices. No offset or deduction will be made. Every effort will be made to resolve the dispute as expeditiously as possible. First, the parties will attempt to resolve the matter directly. Failing this, the matter will be submitted for mediation, which will be conducted in a manner mutually acceptable. The cost of mediation will be borne equally by the parties. If mediation is not successful, the dispute will be resolved in a court of competent jurisdiction. The venue will be federal or state court, located in King County, Washington.

In the event a claim by Client is not proved (the judgment is less than BergerABAM's prior settlement offer), Client shall pay BergerABAM for legal fees and other costs of defense. Costs include reasonable charges at standard billing rates for time spent by BergerABAM personnel in connection with the dispute. In the event of a dispute between third parties or between Client and third parties, where BergerABAM is required to assist (as in giving depositions), Client will pay BergerABAM at standard billing rates for time and expenses.

FORCE MAJURE

Neither party shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

CONTROLLING LAW

Law for this agreement will be the internal law for the State of Washington, USA.