

Local Agency Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: S-602

Does this Require DES filing? Yes No

Firm/Organization Legal Name (do not use dba's): HDJ Design Group, PLLC	
Address 314 W. 15th Street, Vancouver, WA 98660-2927	Federal Aid Number
UBI Number 601-631-442	Federal TIN or SSN Number 91-1097492
Execution Date	Completion Date 12/31/16
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Project Title North Urban Growth Area and SR 500 / 6th Avenue Corridor Studies	
Description of Work Corridor Study for new arterial connection within the North Urban Growth Area Corridor Study along SR 500 (Everett Street) and 6th Avenue within the City of Camas	
<input type="checkbox"/> Yes % <input checked="" type="checkbox"/> No DBE Participation <input type="checkbox"/> Yes % <input checked="" type="checkbox"/> No MBE Participation <input type="checkbox"/> Yes % <input checked="" type="checkbox"/> No WBE Participation <input type="checkbox"/> Yes % <input checked="" type="checkbox"/> No SBE Participation	Maximum Amount Payable: \$159,256

Index of Exhibits

- Exhibit A Scope of Work
- Exhibit B DBE Participation
- Exhibit C Preparation and Delivery of Electronic Engineering and Other Data
- Exhibit D Prime Consultant Cost Computations
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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, municipal corporation 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. 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 Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

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

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

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

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

The CONSULTANT, on a monthly basis, is required to submit DBE Participation of the amounts paid to all DBE firms invoiced for this AGREEMENT.

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: Jim 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: Rich Darland
Agency: HDJ Design Group, PLLC
Address: 314 W. 15th Street
City: Vancouver State: WA Zip: 98660
Email: darlandr@hdjdg.com
Phone: (360) 567-2118
Facsimile: (360) 695-8767

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. This AGREEMENT may require filing with the Department of Enterprise Services (DES) pursuant to RCW 39.26.140. If such approval is required by DES, this AGREEMENT shall not bind the AGENCY until approved by DES. If the AGREEMENT must be approved by DES, work cannot begin, nor payment made until ten (10) or more working days following the date of filing, and until approved by DES. Any subsequent SUPPLEMENTAL AGREEMENT may also be subject to filing and/or approval from DES. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

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

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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 acknowledgement between the parties. Such final written acknowledgement 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 acknowledgement, 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 acknowledgement between the parties. Such final written acknowledgement 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 rates 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 acknowledgement.

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.

- 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. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT'S Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for direct non-salary costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY 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 such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per the 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.

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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 Task Order 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.

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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.

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

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and/or 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 the AGENCY, its agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or the 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, its 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's and/or the AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or the 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: Jim 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 party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the AGENCY

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

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.

Agreement Number: S-602

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.

Agreement Number: S-602

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.

XIX. Records Maintenance

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

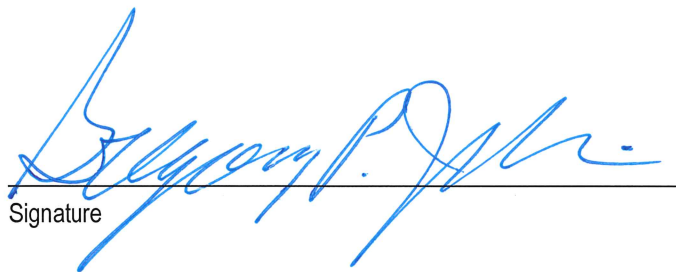
For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT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

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

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

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

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



Signature

8/5/2015

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. S-602

See attached Scope of Work

Agreement Number: S-602

CITY OF CAMAS, WASHINGTON

Scope of Work North Urban Growth Area and SR 500 / 6th Avenue Corridor Studies City of Camas Projects S-602 and S-603

INTRODUCTION

HDJ Design Group and their Consultant team have been selected by the City of Camas to perform traffic modeling, alignment analysis, environmental review, public involvement process and other related planning and engineering for the North Urban Growth Area Corridor Study and SR 500 Corridor Study.

The project team includes:

- HDJ Design Group – Project Management, alignment and cross section alternatives, cost estimating, alternatives analysis, public involvement
- BergerABAM – Environmental review, planning, and structural review
- DKS Associates – Traffic modeling, transportation planning

These two corridor studies are locally funded and will result in preferred alignments and corridor sections being forwarded to the Camas City Council for potential adoption within the City's Comprehensive Growth Plan or other planning and technical documents.

PROJECT DESCRIPTION/BACKGROUND

The North Urban Growth Area (NUGA) lies to the north of Lacamas Lake between NE 232nd Avenue and Everett Street (SR 500) within the Camas Urban Growth Boundary. This corridor study seeks to identify the preferred alignment for an arterial connection through this area which will provide transportation connections for future development and economic growth within the area. The area is constrained by steep slopes, hydric soils, sensitive lands and future development potential of the impacted parcels.

The SR 500 and NW/NE 6th Avenue Corridor Study spans approximately 3.5 miles along SR 500 and 6th Avenue corridors from the east side of the NUGA through downtown Camas and to the west edge of the Camas City Limits. Each end of the corridor will also serve as a gateway into the City, which is being evaluated through a separate process. The corridor is currently developed to varying levels and the corridor study will identify additional features necessary to provide the desired multi-modal functionality throughout the corridor.

ASSUMPTIONS:

- Study timeline will span from 2015 into early 2016
- Only two alternative alignments will be evaluated for the NUGA Corridor Study
- Two alternative cross sections will be developed and evaluated for each section of the SR 500 / 6th Avenue Corridor Study.

SCOPE OF WORK

TASK 1: PROJECT MANAGEMENT AND ADMINISTRATION

HDJ will oversee project tasks and coordinate with City representatives to manage the scope, schedule and budget throughout development of the corridor studies.

Subtask 1.1 – Contract Administration, Invoicing, and Progress Reports

- Prepare and submit monthly invoices. Each invoice will include: date period covered by invoice, number of hours worked during the billing period with billing rates shown; expenses and associated mark-ups; total cost for labor and expenses for the billing period; subconsultant fees including markups for the billing period; and a total amount summarizing labor, expenses, and subconsultant fees. The only markup for subconsultants will be for the B&O Tax, no additional markup will be included in the billing by HDJ.
- Prepare a Contract Summary Report to accompany the monthly invoices. The Contract Summary Report will list the total amount billed to with the current invoice, amount billed to date, and total amount remaining for each task.
- Prepare a brief Project Status Report to accompany the monthly invoices. The Project Status Report will include: date period covered by Status Report, brief summary of work performed during the billing period, a brief summary of completed and/or upcoming project milestones, and action items needed from the City for project delivery. HDJ will monitor the status of the budget and take corrective actions to correct undesirable budget trends involving the City if scope is impacted.

Deliverables

- Monthly invoices, Contract Summary Reports, and Project Status Reports.
- Project Documentation, upon request

Subtask 1.2 – Meetings

This item includes the preparing for and facilitating regular meetings to successfully complete the project.

- HDJ will schedule up to six Project team meetings and prepare meeting agendas. This includes a Project kick-off meeting, and monthly progress meetings with City staff.

Deliverables

- Meeting Agendas and Meeting Summaries delivered within 5 working days of the meeting

Subtask 1.3 – Management, Coordination, and Direction

- HDJ will provide management, coordination, and direction to the Project team in order to complete the project on time and within budget.

- HDJ will prepare and maintain a project schedule. The schedule will identify both Consultant and City tasks, major milestones, and deliverables. The schedule will be updated as circumstances require up to a maximum of two updates.

Deliverables

- Project Schedule & Schedule Updates

TASK 2: DATA COLLECTION

HDJ will collect readily available data to develop the background data for each study corridor to provide the baseline for each analysis

Subtask 2.1: Base Map

- Compile GIS based data of existing features including contours, soil types, wetland boundaries, property lines, water bodies, streets, and other features available from Clark County GIS.
- Utilize contours to create surface model for North Urban Growth Area for use in evaluating arterial corridors.

Subtask 2.2: Site Visits

- Consultant will conduct two site visits to review existing field conditions and potential corridor impacts.

Subtask 2.3: Project Photos

- Consultant will take project photos at representative locations along each corridor study for use in presentation to stakeholders, city council, and open houses.

Deliverables

- Base map
- Project Photos

TASK 3: TRAFFIC ENGINEERING –

Subtask 3.1 – North Urban Growth Area

The traffic analysis for the North Urban Growth Area Corridor Study will include the following:

- Review of relevant transportation data, traffic volumes, and information from the most recent Camas TIF update (May 2012) and from other recent transportation studies. No new traffic counts will be collected as part of this study.

- The limits of the study area extend from NE 28th Street to approximately the SR 500/NE Leadbetter Road intersection.
- Update the Camas TIF Model (developed by DKS) with the latest RTC trip table information from RTC's recent travel demand model update to generate year 2035 traffic volume estimates at up to five key study area intersections.
- Based on the updated Camas TIF 2035 Model, determine lane configurations requirements, turn pocket storage lengths and intersection control options (including level of services and V/C ratios) for up to five key study area intersections. Lane configurations shall be compared with previously assumed roadway network, lane configuration and intersection control requirements.
- Prepare a draft and final traffic analysis memorandum that summarizes the findings and analysis results. Consideration of alternative intersection control treatments (roundabouts, traffic signals, two-way and four-way intersections) to provide flexibility of following parcel lines and minimization of right-of-way impacts will be made.

Deliverables:

- Draft and Final Traffic Analysis Memorandum.

Subtask 3.2 – SR 500 Corridor Traffic Analysis

An existing conditions transportation analysis of the SR-500 and NE/NW 6th Avenue Corridor will be prepared that documents existing conditions for motor vehicles, pedestrians, bicycles and transit along the corridor. The limits of the study area extend from the NW 6th Avenue/NW Norwood Street intersection to approximately 500 feet south of SR 500/NE 3rd Street intersection. Available relevant transportation data, traffic volumes, and information from the most recent Camas TIF update (May 2012) and from other recent transportation studies will be reviewed and utilized. New AM and PM peak hour traffic counts will be collected at up to five study area intersections. Existing level of service based on the Highway Capacity Manual will be determined for AM and PM peak hour conditions at up to seven intersections (five intersections using new traffic count data and up to two additional intersections using historical traffic count data). These seven intersections will include: NW 6th Avenue/NW Norwood Street, NW 6th Avenue/NW Ivy Street, NE Adams Street/NE 6th Avenue, NE Garfield Street/NE 6th Avenue, NW Everett Street/NW Lake Road, SR 500/NW 43rd Avenue, and SR 500/NE Leadbetter Road. A crash history analysis (up to three years of collision data) for the corridor will be performed to identify “hot spot” locations, accident rates and key safety trends. Parking occupancy and turnover will be collected for a four-hour period over two different days along NE 6th Avenue from Adams Street to Garfield Street.

A draft and final existing transportation analysis memorandum will be prepared that summarizes the findings and analysis results.

DKS will support HDJ in developing the draft and final goal, objectives and evaluation criteria for the corridor.

The Camas TIF Model (developed by DKS) will be updated with the latest RTC trip table information from RTC's recent travel demand model update to generate year 2035 traffic volume estimates at up to seven key study area intersections. Based on the updated Camas TIF 2035 Model, lane configuration requirements, turn pocket storage lengths and intersection control options (including level of services and V/C ratios) for the seven key study area intersections will be determined. Differences in traffic volume projections and transportation recommendations between the current TIF model and the updated TIF

model (including new RTC model updates) will be identified. A draft and final future transportation analysis no-build memorandum will be prepared that summarizes the findings and analysis results.

Consideration of the effect of potential changes to the size, location and access to Camas High School on traffic operations and circulation will be qualitatively addressed. One scenario for the high school will be quantitatively analyzed as part of the traffic assessment.

The transportation analysis as described above will determine the lane configuration needs for the corridor necessary to meet the City's level of service standard in the year 2035 (future transportation analysis no-build). The next step will be to identify system constraints such as intersections, right-of-way, environmentally sensitive areas or other constraints. DKS will support HDJ in developing cross section options, and will develop options for pedestrian crossings, protected bike lanes and other multi-modal features. It is anticipated that right-of-way impacts will be minimized or eliminated throughout the corridor. Access management needs and benefits will be considered along the corridor. For this analysis and alternatives development, the corridor will be broken into the following six segments:

- SR-500 - North urban growth line Lake to NE Lake Road
- NE Lake Road to NE 23rd Avenue
- NE 23rd Avenue to NE 14th Avenue
- NE 14th Avenue / Garfield Street to NE 6th Avenue
- NE 6th Avenue from SR 500/NE Garfield Street to NE Adams Street
For this segment a preliminary analysis of issues and concerns associated with converting 3rd Avenue to a 'Downtown Mall' between Adams Street and Dallas Street will also be developed. See paragraph below.
- NW 6th Avenue from NE Adams Street to NW Norwood Drive
For this segment, include a determination regarding if the four-lane section is necessary or if a "road diet" to three-lanes would be more optimal

A separate traffic analysis will be conducted to evaluate the short and long term traffic impacts of modifying the cross-section of NE 3rd Avenue from NE Dallas Street to NE Adams Street to incorporate a "Downtown Mall" motif with one travel lane in each direction with on-street parking. Consideration of adding curb extensions with wider sidewalks to the cross-section will be evaluated. AM and PM peak hour vehicle turn movement counts will be collected at the NE 3rd Avenue/NE Adams Street and NE 3rd Avenue/NE Dallas Street intersections along with a 24-hour vehicle volume/speed/roadway classification count along NE 3rd Avenue. Lane configuration needs both short and long term will be evaluated at the NE 3rd Avenue/NE Adams Street and NE 3rd Avenue/NE Dallas Street intersections. Constraints, issues and challenges to these modifications will be developed. This study will not evaluate cross section alternatives for Dallas Street between 3rd Avenue and 6th Avenue or impacts to the cross section of 6th Avenue between Dallas Street and Adams Street. The findings of this traffic analysis will be summarized in a separate draft memorandum (not to exceed four pages in length). The final memorandum will incorporate comments on the draft memorandum.

DKS will support HDJ in developing the draft and final alternatives analysis memorandum including, travel required travel lanes and evaluations of bicycle and pedestrian features.

Deliverables:

- Draft and Final Existing Transportation Analysis Memorandum
- Draft and Final Future Transportation Analysis No-Build Memorandum

- Draft and Final NE 3rd Avenue Traffic Analysis Memorandum

TASK 4: ENVIRONMENTAL REVIEW

To determine the general extent of wetlands, streams, and/or fish and wildlife habitat that could be impacted by both the North Urban Growth Area Corridor and the SR 500 / 6th Avenue Corridor, BergerABAM will review existing documentation and GIS data, and conduct a brief ‘windshield’ site survey, and if necessary, conduct up to four hours of field evaluation for selected site areas. At the beginning on the project, one BergerABAM natural resource member will attend one 1-hour meeting at HDJ’s offices.

BergerABAM will use base maps prepared by HDJ and data gathered from windshield surveys to review existing site conditions. BergerABAM will prepare a site-specific existing environmental conditions memorandum summarizing the findings of this work. The existing conditions memorandum will include a matrix that summarizes the anticipated permits needed, the permitting agency, general timelines, and the requirements of each permit.

Assumptions

- Corridor area will be investigated through portions of the corridor readily accessible by vehicle or on foot within the North Urban Growth Area corridor.
- Access to private properties will be coordinated by the City and up to eight hours of field evaluation for selected site areas.
- Survey activities will not be conducted.
- One round of revisions to the environmental conditions memorandum will be completed based on client comments.
- A formal wetland delineation and stream determination is not included.

Deliverables

- Attendance by one BergerABAM natural resource member at one, 1-hour meeting at HDJ’s offices.
- Existing conditions windshield survey, and up to eight hours field evaluation for selected site areas
- Draft and final environmental conditions memorandum including permit matrix

TASK 5: NORTH URBAN GROWTH AREA CORRIDOR ALTERNATIVES

This task includes identifying and evaluating alignment alternatives, coordination with WSDOT, evaluating impacts to future development and compiling the overall corridor study document.

Subtask 5.1: Alignment Alternatives

- Identify topographic constraints, soils, environmental constraints within the NUGA boundaries
- Develop two alternative alignment corridors through the NUGA
- Utilize information provided by property owners through stakeholder interviews to identify opportunities and constraints for alternative alignments.
- Identify key connection points to existing corridors including 3rd Street, 9th Street, and 14th Street.
- Develop Evaluation Criteria and criteria weighting in conjunction with City Staff
- Develop alignment alternatives that reduce impacts to future development and minimize

- uneconomic reminder parcels
- Evaluate Environmental impacts of each alternative
- Evaluate construction phasing to break corridor into segments
- Develop cost estimates for each alternative broken into each segment
- Rate each alternative and review rating with City Staff
- Develop presentation exhibits illustrating each alternative
- Develop narrative of alternatives development, evaluation and selection for submittal to City.
- Meet with City staff throughout alternatives analysis process to discuss alternatives development, evaluation criteria, rating, and selection. (Task 1)
- Present findings at City Council meeting and Open House (Task 8)

Assumptions

- Connection to SR 500 is located near the intersection with Everett Drive
- Connection to north is located along NE 242nd Avenue alignment
- Only conceptual connections to 3rd Street, 9th Street, and 14th Street will be developed

Deliverable

- Meeting Notes from review meetings
- Draft and Final Alternatives Analysis Document (PDF Format)

Subtask 5.2: Corridor Study

HDJ will compile the Alternatives Analysis, Environmental Review, Traffic Studies, Site Planning, into a single document for submittal to the City.

Deliverables

- Draft and Final Corridor Study Document (PDF Format)

TASK 6: SR 500 CORRIDOR ALTERNATIVES

The SR 500 Corridor Study will be broken up into six distinct sections, each with individual priorities, objectives and challenges. The six segments are as follows:

Segment 1 - SR 500 – North Urban Growth Line to NE Lake Road:

- Accommodate anticipated redevelopment within segment
- Preserve representation of historic nature of Camas
- Evaluate improvements / replacement of existing bridge
- Camas High School may be looking to expand and generate additional trips
- Evaluate connections with NUGA Corridor Study

Segment 2 - NE Lake Road to NE 23rd Avenue

- Accommodate redevelopment potential within segment
- Evaluate planned improvements to Camas Produce site
- Develop schematic layout of roundabout at intersection of SR 500 and Lake Road. Include inscribed diameter, entry angles, number of lanes, centerline radii, and anticipated property impacts

- Base assumption is this section will be three lane section with bike lanes

Segment 3 - NE 23rd Avenue to NE 14th Avenue

- This section has been restriped by WSDOT and includes three lane section with bike lanes
- On-Street parking has been removed to make room for bike lanes
- May need to revisit the 14th Avenue / Everett intersection configuration
- Confirm new section provides traffic capacity for study horizon
- Evaluate potential for protected bike lanes and enhanced pedestrian crossings

Segment 4 - NE 14th Avenue / Garfield Street to NE 6th Avenue

- This section has been recently restriped by WSDOT
- NE 14th Avenue consists of two lanes with bike lane on north side only and parking on south side only
- Garfield Street consists of three lane with bike lane on east side only
- Confirm new section provides traffic capacity for study horizon
- Evaluate potential for protected bike lane in downhill direction

Segment 5 - NE 6th Avenue from Garfield Street to Adams Street

- Parking and pedestrian mobility are key issues to address
- Evaluate intersection control for 6th and Adams and 6th and Dallas Street.
- Provide traffic mobility while preserving economic development potential

Segment 6 - NE 6th Avenue from Adams Street to Norwood Drive

- Evaluate 'road diet' treatment to add bike lanes and center turn lane
- Implement sidewalks on both sides of street
- Provide flexibility for gateway treatment at Norwood Drive

Subtask 6.1: Cross Section Alternatives

- This task will incorporate the results from the SR 500 Traffic Analysis in Subtask 3.2 to develop recommended cross sections for each segment.
- For Segment 1, 2, 5, and 6, develop up to two alternative cross sections, illustrating opportunities to create a multi-modal corridor.
- Identify environmental, right of way, parking, transit impacts for each alternative
- Develop draft and final Goals, Objectives, Evaluation Criteria, and criteria weighting in conjunction with DKS and City Staff. The goals and objectives will be coordinated with the on-going Camas Comprehensive Plan update.
- Develop cost estimates for each cross section alternative
- Rate each alternative according to the Evaluation Criteria and review rating with City Staff
- Develop presentation exhibits illustrating each alternative cross section
- Develop narrative of alternatives development, evaluation and selection for submittal to City.
- Meet with City staff throughout development of cross sections to discuss alternatives development, evaluation criteria, rating, and selection (Task 1)
- Present findings at City Council meeting and Open House (Task 9)

Cross-section options will be developed for key areas along the corridor to demonstrate how to allocate space within the right-of-way to different modes (auto, bike, pedestrians or transit) or for other treatments such as on-street parking, landscaping, medians, water detention and other needs. Specific

intersection treatments will be developed at key locations.

The Alternatives Analysis Memorandum will identify:

- Goals, Objectives, Evaluation Criteria, Weighting and Evaluation of each cross section alternatives for each segment.
- The preferred roadway cross-section for the each segment along the corridor
- Potential phased transportation improvement program for the corridor
- Implementation cost for each element of the transportation improvement program

Deliverables

- Draft and Final Alternatives Analysis Document (PDF Format)

Subtask 6.2: Corridor Study

HDJ will compile the Alternatives Analysis, Environmental Review, and Traffic Studies into a single document for submittal to the City.

Deliverables

- Draft and Final Corridor Study Document (PDF Format)

TASK 7: STRUCTURAL REVIEW

BergerABAM will provide planning level structural engineering assistance for both the North Urban Growth Area and SR 500 / 6th Avenue Corridor Studies. The services provided will generally be limited to identification of structure options at several locations where structures may be required when the corridor is developed. Planning level unit costs will be provided to HDJ for the structures considered.

At the onset of the project, one BergerABAM engineering staff will attend up to two 1-hour meetings at HDJ's offices and will conduct one two-hour site visit for the purpose of site reconnaissance.

Task 7.1 North Urban Growth Area - This segment will evaluate two corridor strategies, a traditional arterial alignment and a potential roundabout corridor. Both of these corridors may require cut and/or fill retaining structures along the northwest portion of the NUGA. BergerABAM will provide HDJ with appropriate structure types and typical unit costs of construction for slope stabilization, cut, and fill retaining structures.

The corridors may also cross small streams requiring either culverts or short bridges. BergerABAM will provide typical unit costs for construction of short-span bridges and culverts.

Task 7.2 SR 500 / 6th Avenue Segment - This segment crosses the channel that connects Lacamas Lake with Round Lake. At this location SR 500 crosses this channel on an existing 2-lane bridge. A bicycle/pedestrian structure is located along the east side of this bridge. BergerABAM will assist HDJ with the evaluation of bridge replacement options and planning level costs to support a widened corridor. A summary memorandum documenting structure options and unit cost will be provided for client review and one round of revisions will be completed based on client comments.

Assumptions

- Scope is limited to the identification of appropriate retaining structure, culvert, and bridge types, and the establishment of unit costs for these structures
- One round of revisions to the summary memorandum will be completed based on client comments.

Deliverables

- Attendance by one BergerABAM engineer at up to two 1-hour meetings at HDJ's offices.
- Draft and final summary memorandum documenting structure options and unit costs

TASK 8: PUBLIC INVOLVEMENT – NORTH URBAN GROWTH AREA

Subtask 8.1 – NUGA Stakeholder Interviews

HDJ will conduct one-on-one interviews with up to 8 property owners within the North Urban Growth Area. These meetings will be held to understand previous commitments, discuss the study objectives, discuss current and potential redevelopment strategies, potential corridor alignments and the overall study process. The City will take the lead on sending a letter to these stakeholders introducing them to the project and notifying them of the City's desire to meet with them. The Consultant will take the lead in scheduling, preparing for, and facilitating the stakeholder interviews.

HDJ will create a summary report of stakeholder comments, findings, and key observations. One draft copy of this report will be provided to the City for review. The Final Report will incorporate City comments and will be provided to the project team members and to the City's project staff.

Assumptions

- City will prepare and send introduction letter to stakeholders
- The City will develop and provide a list of contact information for the stakeholders
- Up to 8 stakeholders will be interviewed
- Stakeholder meetings will be conducted in Camas
- Consultant will schedule and conduct all interviews
- City will facilitate use of a City venue for the stakeholder interviews

Deliverables

- Draft summary report of stakeholder findings and key observations (one electronic copy)
- Final summary report of stakeholder findings and key observations (one electronic copy)

Subtask 8.2 – NUGA Agency Coordination

HDJ and DKS will coordinate with WSDOT regarding the nature and expectations associated with the connection from the corridor to SR 500 (Everett Street). Issues related to traffic capacity, level of service, sight distance and future growth will be covered.

Deliverables

- One coordination meeting with WSDOT staff and meeting notes. (PDF format)

Subtask 8.3 – NUGA Corridor Open House

HDJ will support the City in the preparation, and facilitation of one public open house for the North Urban Growth Area portion of the study. The open house will provide a forum to present the corridor alignment and intersection alternatives, evaluation criteria, and preferred alternative. The public will be provided the opportunity to offer feedback and express questions or concerns regarding the preferred design concept.

For the open house, the HDJ will develop necessary displays, provide staffing for the meeting, and advertising/public notice for the meeting. HDJ will prepare materials for the open house, comment forms/questionnaires, sign-in sheets, staff name tags, and meeting signage. The comment form will solicit comments from the meeting attendees. HDJ will prepare a summary of the meeting, including tabulation of the written comments received and will provide this to the City.

Assumptions

- The City will secure the use of a facility for the Open House.
- The City will provide key staff to attend the open house.
- Open house will be advertised through project mailers and in the local newspaper.
- One round of City review of the meeting materials, and meeting notes.
- The City will be responsible for advertisements in the local newspaper.

Deliverables

- Set-up, staffing, and facilitation of public open house
- Meeting notes including summary of comments received from the open house (one electronic copy)
- Meeting materials: sign-in sheets and comment forms (one electronic copy plus hard copies for the meeting)

TASK 9: PUBLIC INVOLVEMENT – SR 500 / 6th AVENUE CORRIDOR

Subtask 9.1 – SR 500 Stakeholder Group Meetings

HDJ will work with City staff to identify groups of landowners and business owners along each study segment that share common features and will have similar impacts. Potential stakeholder groups include Camas Downtown Association, Georgia Pacific, Camas School District, and Chamber of Commerce. HDJ will coordinate stakeholder meetings with each group to discuss the study objectives, parking and circulation needs, potential redevelopment or expansion opportunities, previous commitments, potential corridor cross sections, and the overall study process. HDJ will work with the City to coordinate with the Camas School District regarding future expansion plans and potential impacts to the access point to Everett Street (SR 500). The City will take the lead on sending a letter to these stakeholders introducing them to the project and notifying them of the City's desire to meet with them. HDJ will take the lead in scheduling, preparing for, and facilitating the stakeholder group meetings.

HDJ will create a summary report of stakeholder comments, findings, and key observations. One draft copy of this report will be provided to the City for review. The Final Report will incorporate City comments and will be provided to the project team members and to the City's project staff.

Assumptions

- City will prepare and send introduction letter to stakeholders
- The City and HDJ will work together to develop the list of stakeholder groups
- Up to 4 groups will be interviewed
- Stakeholder group meetings will be conducted in Camas
- Consultant will schedule and conduct all group meetings
- City will facilitate use of a City venue for the group meetings

Deliverables

- Draft summary report of stakeholder findings and key observations (one electronic copy)
- Final summary report of stakeholder findings and key observations (one electronic copy)

Subtask 9.2 – SR 500 Agency Coordination

HDJ and DKS will coordinate with WSDOT regarding the nature and expectations associated with the SR 500 (Everett Street) Corridor. Coordination will include intersection control options, bike lanes, level of service expectations, parking and access management concerns and existing concerns along the corridor.

Deliverables

- Two coordination meetings with WSDOT staff during the course of the study

Subtask 9.3 – SR 500 Open House

HDJ will support the City in the preparation, and facilitation of one public open house for the SR 500 / 6th Avenue Corridor portion of the study. The open house will provide a forum to present the cross section options for each segment, intersection control, costs of each option, evaluation criteria, and preferred alternatives. The public will be provided the opportunity to offer feedback and express questions or concerns regarding the preferred design concept.

For the open house, the HDJ and DKS will develop necessary displays, provide staffing for the meeting, and advertising/public notice for the meeting. HDJ will prepare materials for the open house, comment forms/questionnaires, sign-in sheets, staff name tags, and meeting signage. The comment form will solicit comments from the meeting attendees. HDJ will prepare a summary of the meeting, including tabulation of the written comments received and will provide this to the City.

Assumptions

- The City will secure the use of a facility for the Open House.
- The City will provide key staff to attend the open house.
- Open house will be advertised through project mailers and in the local newspaper.
- One round of City review of the public meeting plan, meeting materials, and meeting notes.
- The City will be responsible for advertisements in the local newspaper.

Deliverables

- Set-up, staffing, and facilitation of public open house
- Meeting notes (one electronic copy)
- Meeting materials: sign-in sheets and comment forms (one electronic copy plus hard copies for the meeting)
- One summary of written comments received from the open house

CITY DELIVERABLES TO THE CONSULTANT
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Project Coordination

The City will assist the Consultant in managing relationships with other jurisdictions involved in the project, adjacent property owners and the public. The City will provide staff to meet and discuss the project with the Consultant as needed. The City will provide written comments pertaining to the design submittals.

Right of Entry Permits

The City will obtain the right of access to private parcels within the project corridor. The Consultant will identify parcels where entry is required.

Deliverables

- Project coordination
- Right of Entry permits

Exhibit B
DBE Participation

none

Agreement Number: S-602

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

no survey data will be collected for this project

B. Roadway Design Files

AutoCAD

no formal Civil3D files will be created for this project

C. Computer Aided Drafting Files

AutoCAD

Agreement Number: S-602

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

N/A

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

See Scope of Work for Deliverables

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

See Scope of Work for provided materials

Agreement Number: S-602

II. Any Other Electronic Files to Be Provided

as shown in the scope

III. Methods to Electronically Exchange Data

email or Hightail link, as necessary

A. Agency Software Suite

CAD platform
Microsoft Office

B. Electronic Messaging System

N/A

C. File Transfers Format

Microsoft Office
PDF format
CAD linework

Exhibit D
Prime Consultant Cost Computations

See Attached Exhibit D

Camas Corridor Studies

Exhibit D - Consultant Budget

Task and Description	HDJ Design Group PLLC (Engineering/Management)															HDJ	SUBCONSULTANTS		SUB	BUDGET
	Eng-Prncpl	Eng Mngr VI	Eng-III	Eng-I	Traffic-Mgr	Tr Tech III	LA-Mngr	LA-II	Des Tech IV	Des Tech III	Des Tech II	Des Tech I	Graphic Spc	Admin	Expense	TOTAL	Env/Str	Traffic	TOTAL	AMOUNT
																TOTAL	BergerABAM	DKS	TOTAL	AMOUNT
TASK 1 - Project Management and Administration																\$15,300.00			\$0.00	\$15,300.00
Subtask 1.1 Contract Administration, Invoicing, and Progress Reports	6.00	12.00														3,000.00			0.00	\$3,000.00
Subtask 1.2 Meetings	8.00	18.00														4,300.00			0.00	\$4,300.00
Subtask 1.3 Management, Coordination and Direction	10.00	40.00														8,000.00			0.00	\$8,000.00
TASK 2 -Data Collection																7,056.00			0.00	\$7,056.00
Subtask 2.1 Base Map			4.00						32.00							4,256.00			0.00	\$4,256.00
Subtask 2.2: Site Vsits	4.00	4.00														1,400.00			0.00	\$1,400.00
Subtask 2.3: Project Photos	4.00	4.00														1,400.00			0.00	\$1,400.00
Task 3: Traffic Engineering																0.00			58,140.00	\$58,140.00
Subtask 3.1: Traffic Engineering NUGA																0.00		14,510.00	14,510.00	\$14,510.00
Subtask 3.2: Traffic Engineering SR 500																0.00		43,630.00	43,630.00	\$43,630.00
TASK 4: Environmental Review																0.00			4,724.00	\$4,724.00
Subtask 4.1: Environmental Review																0.00	4,724.00		4,724.00	\$4,724.00
Task 5: North Urban Growth Area Alternatives																20,760.00			0.00	\$20,760.00
Subtask 5.1: Alignment Alternatives	16.00	50.00					4.00		40.00							15,960.00			0.00	\$15,960.00
Subtask 5.3: Corridor Study	6.00	24.00														4,800.00			0.00	\$4,800.00
Task 6: SR 500 / 6th Ave Corridor Alternatives																21,368.00			0.00	\$21,368.00
Subtask 5.1: Cross Section Alternatives	14.00	40.00					8.00	16.00	40.00							16,168.00			0.00	\$16,168.00
Subtask 5.2: Corridor Study	8.00	24.00														5,200.00			0.00	\$5,200.00
Task 7 Structural Review																\$0.00			\$6,947.00	\$6,947.00
Subtask 7.1 Structural Review																0.00	6,947.00		6,947.00	\$6,947.00
Task 8: Public Involvement - NUGA																\$13,488.00			\$0.00	\$13,488.00
Subtask 8.1: NUGA Stakeholder Interviews	32.00	8.00							10.00							8,780.00			0.00	\$8,780.00
Subtask 8.2: NUGA Agency Coordination	2.00	4.00														1,000.00			0.00	\$1,000.00
Subtask 8.3: NUGA Corridor Open House	12.00	4.00							6.00							3,708.00			0.00	\$3,708.00
Task 9: Public Involvement - SR 500 / 6th Ave Corridor																\$9,216.00			\$0.00	\$9,216.00
Subtask 9.1 – SR 500 Stakeholder Group Meetings	16.00	4.00							6.00							4,508.00			0.00	\$4,508.00
Subtask 9.2 – SR 500 Agency Coordination	2.00	4.00														1,000.00			0.00	\$1,000.00
Subtask 9.3 – SR 500 Open House	12.00	4.00							6.00							3,708.00			0.00	\$3,708.00
Reimbursable Expenses																\$2,257.00			\$0.00	\$2,257.00
Copies															500.00	500.00			0.00	\$500.00
Expenses															500.00	500.00			0.00	\$500.00
Travel																			0.00	\$0.00
B&O Tax 1.8% on Subconsultant amounts															1,257.00	1,257.00				\$1,257.00
TOTAL HOURS	152.00	244.00	4.00	0.00	0.00	0.00	12.00	16.00	140.00	0.00	0.00	0.00	0.00	0.00						
HOURLY RATES	200.00	150.00	120.00	103.00	155.00	120.00	135.00	98.00	118.00	112.00	104.00	95.00	92.00	62.00						
TOTAL DOLLARS	\$ 30,400.00	\$ 36,600.00	\$ 480.00	\$ -	\$ -	\$ -	\$ 1,620.00	\$ 1,568.00	\$ 16,520.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,257.00	\$89,445.00	\$ 11,671.00	\$ 58,140.00	\$69,811.00	\$159,256.00

EXHIBIT "E-2"
HDJ Design Group, PLLC
CONSULTANT FEE DETERMINATION - SUMMARY SHEET
(SPECIFIC RATES OF PAY)
FEE SCHEDULE EFFECTIVE 1/1/2015

Overhead
198.87%

Job Classification	Hourly Rate Max	(Inspectors Overhead (156%) Max	Profit 30% Max	All Inclusive Hrly Billing Rate Max	Calculated 2015 Billing Rate
Engineer - Principal	\$ 85.00	\$ 169.04	\$ 25.50	\$ 279.54	\$ 200.00
Engineer - Associate Principal	\$ 70.00	\$ 139.21	\$ 21.00	\$ 230.21	\$ 180.00
Engineer - Manager VI	\$ 60.00	\$ 119.32	\$ 18.00	\$ 197.32	\$ 150.00
Engineer- Project V	\$ 48.00	\$ 95.46	\$ 14.40	\$ 157.86	\$ 138.00
Engineer - IV	\$ 44.00	\$ 87.50	\$ 13.20	\$ 144.70	\$ 128.00
Engineer - III	\$ 40.00	\$ 79.55	\$ 12.00	\$ 131.55	\$ 120.00
Engineer - II	\$ 37.00	\$ 73.58	\$ 11.10	\$ 121.68	\$ 112.00
Engineer - I	\$ 34.00	\$ 67.62	\$ 10.20	\$ 111.82	\$ 103.00
Design Technician - IV	\$ 43.00	\$ 85.51	\$ 12.90	\$ 141.41	\$ 116.00
Design Technician - III	\$ 40.00	\$ 79.55	\$ 12.00	\$ 131.55	\$ 112.00
Design Technician - II	\$ 37.00	\$ 73.58	\$ 11.10	\$ 121.68	\$ 104.00
Design Technician - I	\$ 32.00	\$ 63.64	\$ 9.60	\$ 105.24	\$ 95.00
Traffic Engineer - Manager VI	\$ 57.00	\$ 113.36	\$ 17.10	\$ 187.46	\$ 155.00
Traffic Engineer - Project V	\$ 46.00	\$ 91.48	\$ 13.80	\$ 151.28	\$ 142.00
Traffic Technician III	\$ 44.00	\$ 87.50	\$ 13.20	\$ 144.70	\$ 120.00
Traffic Counter	\$ 28.00	\$ 55.68	\$ 8.40	\$ 92.08	\$ 82.00
Geotechnical Engineer	\$ 60.00	\$ 119.32	\$ 18.00	\$ 197.32	\$ 150.00
Geohydrologist	\$ 60.00	\$ 119.32	\$ 18.00	\$ 197.32	\$ 150.00
Geophysicist	\$ 60.00	\$ 119.32	\$ 18.00	\$ 197.32	\$ 150.00
Surveyor - Principal	\$ 65.00	\$ 129.27	\$ 19.50	\$ 213.77	\$ 150.00
Surveyor - Manager	\$ 55.00	\$ 109.38	\$ 16.50	\$ 180.88	\$ 138.00
Surveyor - PLS	\$ 42.00	\$ 83.53	\$ 12.60	\$ 138.13	\$ 125.00
Surveyor - LSIT	\$ 34.00	\$ 67.62	\$ 10.20	\$ 111.82	\$ 100.00
Survey Technician - I	\$ 31.00	\$ 61.65	\$ 9.30	\$ 101.95	\$ 90.00
Surveyor Assistant	\$ 25.00	\$ 49.72	\$ 7.50	\$ 82.22	\$ 76.00
Crew Chief - 3 Person	\$ 69.00	\$ 137.22	\$ 20.70	\$ 226.92	\$ 210.00
Crew Chief - 2 Person	\$ 53.00	\$ 105.40	\$ 15.90	\$ 174.30	\$ 152.00
Crew Chief - 1 Person W / Robotic Equipment	\$ 47.00	\$ 93.47	\$ 14.10	\$ 154.57	\$ 130.00
Landscape - Manager VI	\$ 49.00	\$ 97.45	\$ 14.70	\$ 161.15	\$ 135.00
Landscape - Project V	\$ 43.00	\$ 85.51	\$ 12.90	\$ 141.41	\$ 124.00
Landscape - IV	\$ 37.00	\$ 73.58	\$ 11.10	\$ 121.68	\$ 108.00
Landscape - III	\$ 32.00	\$ 63.64	\$ 9.60	\$ 105.24	\$ 96.00
Landscape - II	\$ 30.00	\$ 59.66	\$ 9.00	\$ 98.66	\$ 90.00
Landscape - I	\$ 28.00	\$ 55.68	\$ 8.40	\$ 92.08	\$ 82.00
Planning - Manager V	\$ 46.00	\$ 91.48	\$ 13.80	\$ 151.28	\$ 135.00
Planner - Project IV	\$ 41.00	\$ 81.54	\$ 12.30	\$ 134.84	\$ 118.00
Planner - III	\$ 32.00	\$ 63.64	\$ 9.60	\$ 105.24	\$ 96.00
Planner - II	\$ 30.00	\$ 59.66	\$ 9.00	\$ 98.66	\$ 90.00
Planner - I	\$ 28.00	\$ 55.68	\$ 8.40	\$ 92.08	\$ 82.00
Construction - Sr. Manager VI	\$ 51.00	\$ 101.42	\$ 15.30	\$ 167.72	\$ 144.00
Construction - Manager V	\$ 46.00	\$ 91.48	\$ 13.80	\$ 151.28	\$ 134.00
OT-Construction - Manager V	\$ 69.00	\$ 137.22	\$ 20.70	\$ 226.92	\$ 185.00
Construction - Inspector III	\$ 44.00	\$ 87.50	\$ 13.20	\$ 144.70	\$ 128.00
Construction - Inspector II	\$ 35.00	\$ 70.60	\$ 10.50	\$ 110.10	\$ 90.00
Construction - Inspector I	\$ 29.00	\$ 58.24	\$ 8.70	\$ 90.94	\$ 78.00
OT Construction - Inspector III	\$ 66.00	\$ 132.96	\$ 19.80	\$ 226.76	\$ 185.00
OT Construction - Inspector II	\$ 52.50	\$ 106.90	\$ 15.75	\$ 169.15	\$ 145.00
OT Construction - Inspector I	\$ 43.50	\$ 87.86	\$ 13.05	\$ 124.41	\$ 110.00
CADD - Manager	\$ 41.00	\$ 81.54	\$ 12.30	\$ 134.84	\$ 118.00
CADD - Drafter III	\$ 34.00	\$ 67.62	\$ 10.20	\$ 111.82	\$ 90.00
CADD - Drafter II	\$ 29.00	\$ 57.67	\$ 8.70	\$ 95.37	\$ 84.00
CADD - Drafter I	\$ 25.00	\$ 49.72	\$ 7.50	\$ 82.22	\$ 78.00
Graphic Specialist	\$ 32.00	\$ 63.64	\$ 9.60	\$ 105.24	\$ 92.00
Administrative	\$ 23.00	\$ 45.74	\$ 6.90	\$ 75.64	\$ 62.00

All travel will be billed per WSDOT travel regulations.
All direct reimbursable will be at cost with no mark ups.
Examples of Reimbursable expenses
Mileage
Per Diem
Plotting and outsource printing
Binding
Deliveries
Misc. project expendables

DKS Associates
Camas Corridor Study Budget

	Grade 35	Grade 33	Grade 15	Grade 11	Grade 12	Tech Level M	Total	DKS	Expenses	Total
Hourly Rate	\$ 209.75	\$ 195.78	\$ 109.33	\$ 88.60	\$ 91.06	\$ 84.91	Hours	Labor		Budget
North Urban Growth Area										
Draft and Final Traffic Analysis Memo	20	6	40	30	8	4	108	\$ 13,469	\$ 80	\$ 13,549
Attendance at One Open House or Public Mtg	3		1		2		6	\$ 921	\$ 40	\$ 961
Subtotal for NUGA	23	6	41	30	10	4	114	\$ 14,390	\$ 120	\$ 14,510
SR 500 and NE/NW 6th Avenue Corridor										
Draft/final existing transportation memo	8	2	30	50	10	4	104	\$ 11,030	\$ 1,050	\$ 12,080
Draft/final goals, objectives & evaluation criteria memo	2	2	4				8	\$ 1,248	\$ -	\$ 1,248
Draft/final future transportation analysis no-build memo	10	4	40	50	10	4	118	\$ 12,934	\$ 40	\$ 12,974
Draft/final alternatives analysis memorandum	8	4	24	24	8	2	70	\$ 8,110	\$ 40	\$ 8,150
Draft/final 3rd Avenue Traffic Analysis	8	2	16	26	6	2	60	\$ 6,839	\$ 600	\$ 7,439
Attendance at Two Open Houses or Public Mtgs.	6		2		2		10	\$ 1,659	\$ 80	\$ 1,739
Subtotal for SR 500	42	14	116	150	36	12	370	\$ 41,820	\$ 1,810	\$ 43,630

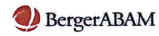
Consultant Fee Determination-Summary Sheet



Standard DKS Billing Grades	Maximum Direct Salary	Overhead	Fixed Fee*	Maximum Billing Rate
Tech Level A	\$ 9.62	177.10%	30.0%	\$ 29.55
Tech Level B	\$ 9.77	177.10%	30.0%	\$ 30.00
Tech Level C	\$ 11.40	177.10%	30.0%	\$ 35.00
Tech Level D/Grade 1	\$ 13.03	177.10%	30.0%	\$ 40.00
Tech Level E/Grade 2	\$ 14.65	177.10%	30.0%	\$ 45.00
Tech Level F/Grade 3	\$ 16.28	177.10%	30.0%	\$ 50.00
Tech Level G/Grade 4	\$ 17.91	177.10%	30.0%	\$ 55.00
Tech Level H/Grade 5	\$ 19.54	177.10%	30.0%	\$ 60.00
Tech Level I/Grade 6	\$ 21.17	177.10%	30.0%	\$ 65.00
Tech Level J/Grade 7	\$ 22.79	177.10%	30.0%	\$ 70.00
Tech Level K/Grade 8	\$ 24.42	177.10%	30.0%	\$ 75.00
Tech Level L/Grade 9	\$ 26.05	177.10%	30.0%	\$ 80.00
Tech Level M/Grade 10	\$ 27.68	177.10%	30.0%	\$ 85.00
Grade 11	\$ 29.31	177.10%	30.0%	\$ 90.00
Grade 12	\$ 30.93	177.10%	30.0%	\$ 95.00
Grade 13	\$ 32.56	177.10%	30.0%	\$ 100.00
Grade 14	\$ 34.19	177.10%	30.0%	\$ 105.00
Grade 15	\$ 35.82	177.10%	30.0%	\$ 110.00
Grade 16	\$ 37.45	177.10%	30.0%	\$ 115.00
Grade 17	\$ 39.08	177.10%	30.0%	\$ 120.00
Grade 18	\$ 40.70	177.10%	30.0%	\$ 125.00
Grade 19	\$ 42.33	177.10%	30.0%	\$ 130.00
Grade 20	\$ 43.96	177.10%	30.0%	\$ 135.00
Grade 21	\$ 45.59	177.10%	30.0%	\$ 140.00
Grade 22	\$ 47.22	177.10%	30.0%	\$ 145.00
Grade 23	\$ 48.84	177.10%	30.0%	\$ 150.00
Grade 24	\$ 50.47	177.10%	30.0%	\$ 155.00
Grade 25	\$ 52.10	177.10%	30.0%	\$ 160.00
Grade 26	\$ 53.73	177.10%	30.0%	\$ 165.00
Grade 27	\$ 55.36	177.10%	30.0%	\$ 170.00
Grade 28	\$ 56.98	177.10%	30.0%	\$ 175.00
Grade 29	\$ 58.61	177.10%	30.0%	\$ 180.00
Grade 30	\$ 60.24	177.10%	30.0%	\$ 185.00
Grade 31	\$ 61.87	177.10%	30.0%	\$ 190.00
Grade 32	\$ 63.50	177.10%	30.0%	\$ 195.00
Grade 33	\$ 65.13	177.10%	30.0%	\$ 200.00
Grade 34	\$ 66.75	177.10%	30.0%	\$ 205.00
Grade 35	\$ 68.38	177.10%	30.0%	\$ 210.00
Grade 36	\$ 70.01	177.10%	30.0%	\$ 215.00
Grade 37	\$ 71.64	177.10%	30.0%	\$ 220.00
Grade 38	\$ 73.27	177.10%	30.0%	\$ 225.00
Grade 39	\$ 74.89	177.10%	30.0%	\$ 230.00
Grade 40	\$ 76.52	177.10%	30.0%	\$ 235.00

*calculated using direct salary only

- FEE ESTIMATE -



Title: Camas Corridor Study											
Date: 7/2/2015											
		<i>Staff Designation</i>									
		Environmental Scientist	Environmental Scientist	Senior Project Manager	Senior Project Manager	Senior Engineer	Dept Coordinator	Technical Editor	Word Processing		
		Dustin Day	Michelle Talal	Don Hardy	Hod Wells	Tim de Boer	Tracie Barisich	Madeleine Dulemba	Laura Townsend	Total	
		\$112.29	\$95.19	\$180.00	\$198.33	\$112.20	\$67.35	\$101.00	\$73.56		
TASK	TASK DESCRIPTION										
1	Natural Resources Existing Conditions	18	16	4				2	2	\$4,614.00	
2	Structural Engineering				15	33	4			\$6,947.00	
	Expenses									\$110.00	
	Mileage									\$100.00	
10%	Administrative fee on direct expenses									\$10.00	
	Total Hours	94	18	16	4	15	33	4	2		
	Total Expenses									\$110.00	
	TOTAL FEE		\$2,021	\$1,523	\$720	\$2,975	\$3,703	\$269	\$202	\$147	\$11,671.00

Exhibit E-2
Consultant Fee Determination - Summary Sheet
(Specific Rates of Pay)
Fee Schedule



Classification	Direct	168.21%	30%	All Inclusive
	Labor Rates			NTE
	NTE	NTE	NTE	NTE
Architect Project Manager VII	\$ 63.61	\$ 107.00	\$ 19.08	\$ 189.69
Associate Scientist IV	\$ 31.45	\$ 52.90	\$ 9.43	\$ 93.78
CAD Manager	\$ 41.92	\$ 70.52	\$ 12.58	\$ 125.01
CAD Operator III	\$ 33.79	\$ 56.84	\$ 10.14	\$ 100.77
CAD Operator V	\$ 39.96	\$ 67.22	\$ 11.99	\$ 119.16
CADD Operator IV	\$ 33.28	\$ 55.98	\$ 9.98	\$ 99.24
Communications Specialist III	\$ 33.46	\$ 56.29	\$ 10.04	\$ 99.79
Communications Manager	\$ 42.87	\$ 72.11	\$ 12.86	\$ 127.84
Communications Specialist II	\$ 28.82	\$ 48.48	\$ 8.65	\$ 85.94
Communications Specialist IV	\$ 31.45	\$ 52.90	\$ 9.43	\$ 93.78
Construction Field Technician	\$ 34.06	\$ 57.30	\$ 10.22	\$ 101.58
Construction Inspector	\$ 38.15	\$ 64.17	\$ 11.45	\$ 113.77
Construction Specialist/Diver	\$ 33.54	\$ 56.42	\$ 10.06	\$ 100.02
Department Coordinator	\$ 33.02	\$ 55.54	\$ 9.90	\$ 98.46
Designer II	\$ 27.77	\$ 46.72	\$ 8.33	\$ 82.82
Designer III	\$ 38.15	\$ 64.17	\$ 11.45	\$ 113.77
Designer IV	\$ 43.10	\$ 72.50	\$ 12.93	\$ 128.52
Engineer III	\$ 38.00	\$ 63.92	\$ 11.40	\$ 113.31
Engineer in Training I	\$ 28.82	\$ 48.48	\$ 8.65	\$ 85.94
Engineer Intern	\$ 19.62	\$ 33.00	\$ 5.89	\$ 58.51
Engineer VII	\$ 52.93	\$ 89.03	\$ 15.88	\$ 157.84
Engineer VIII	\$ 64.19	\$ 107.97	\$ 19.26	\$ 191.42
Environmental Planner/Scientist	\$ 42.84	\$ 72.06	\$ 12.85	\$ 127.74
Environmental Planning Manager VII	\$ 57.64	\$ 96.95	\$ 17.29	\$ 171.89
Environmental Scientist V	\$ 36.16	\$ 60.82	\$ 10.85	\$ 107.82
Environmental Scientist VI	\$ 39.31	\$ 66.12	\$ 11.79	\$ 117.21
Environmental Scientist IV	\$ 33.50	\$ 56.35	\$ 10.05	\$ 99.90
Graphics Manager/Senior Designer	\$ 38.84	\$ 65.33	\$ 11.65	\$ 115.81
Help Desk Technician	\$ 20.44	\$ 34.38	\$ 6.13	\$ 60.95
Landscape Architect IV	\$ 33.80	\$ 56.86	\$ 10.14	\$ 100.80
Landscape Architect V	\$ 38.78	\$ 65.24	\$ 11.63	\$ 115.65
Planner III	\$ 28.30	\$ 47.60	\$ 8.49	\$ 84.38
Planner IV	\$ 33.02	\$ 55.54	\$ 9.90	\$ 98.46
Project Architect VI	\$ 33.54	\$ 56.42	\$ 10.06	\$ 100.02
Project Coordinator	\$ 22.02	\$ 37.04	\$ 6.61	\$ 65.66
Project Engineer V	\$ 47.86	\$ 80.51	\$ 14.36	\$ 142.73
Project Engineer VI	\$ 58.17	\$ 97.85	\$ 17.45	\$ 173.48
Project Engineer VII	\$ 56.59	\$ 95.19	\$ 16.98	\$ 168.77
Project Manager VII	\$ 62.04	\$ 104.36	\$ 18.61	\$ 185.02
Project Manager VIII	\$ 64.26	\$ 108.09	\$ 19.28	\$ 191.63
Project Specialist	\$ 30.39	\$ 51.12	\$ 9.12	\$ 90.62
Public Involvement Specialist	\$ 33.02	\$ 55.54	\$ 9.90	\$ 98.46
Receptionist	\$ 16.78	\$ 28.22	\$ 5.03	\$ 50.03
Senior Administration	\$ 45.00	\$ 75.69	\$ 13.50	\$ 134.19
Senior Const. Spec./ Project Manager	\$ 58.70	\$ 98.73	\$ 17.61	\$ 175.04
Senior Constr. Field Office Asst.	\$ 27.77	\$ 46.72	\$ 8.33	\$ 82.82
Senior Engineer IV	\$ 38.00	\$ 63.92	\$ 11.40	\$ 113.31
Senior Engineer IV	\$ 40.35	\$ 67.88	\$ 12.11	\$ 120.33
Senior Graphic Designer	\$ 36.42	\$ 61.26	\$ 10.93	\$ 108.60
Senior Landscape Architect VI	\$ 40.88	\$ 68.76	\$ 12.26	\$ 121.89
Senior Planner VI	\$ 53.98	\$ 90.79	\$ 16.19	\$ 160.96
Senior Project Engineer VI	\$ 58.43	\$ 98.29	\$ 17.53	\$ 174.26
Senior Project Manager VIII	\$ 66.99	\$ 112.68	\$ 20.10	\$ 199.77
Senior Project Manager/Environmental Scientist VIII	\$ 69.20	\$ 116.40	\$ 20.76	\$ 206.36
Senior Public Involvement Project Manager	\$ 42.97	\$ 72.28	\$ 12.89	\$ 128.13
Senior Scientist	\$ 41.92	\$ 70.52	\$ 12.58	\$ 125.01
Survey Chief of Parties	\$ 33.75	\$ 56.76	\$ 10.12	\$ 100.64
Survey Technician	\$ 25.16	\$ 42.32	\$ 7.55	\$ 75.02
Survey Technician III	\$ 23.98	\$ 40.34	\$ 7.19	\$ 71.51
Surveyor	\$ 48.21	\$ 81.10	\$ 14.46	\$ 143.77
Technical Writer	\$ 34.29	\$ 57.68	\$ 10.29	\$ 102.26
Transportation Project Manager VII	\$ 62.23	\$ 104.67	\$ 18.67	\$ 185.57

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: S-602

Exhibit G
Certification Documents

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

Exhibit G-1(a) Certification of Consultant

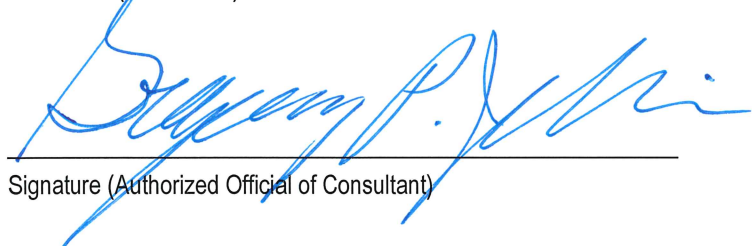
I hereby certify that I am the and duly authorized representative of the firm of
HDJ Design Group, PLLC
whose address is
314 W. 15th Street, Vancouver, WA 98660-2927
and that neither the above firm nor I have:

- 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 WSDOT (when applicable) 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.

HDJ Design Group, PLLC

Consultant (Firm Name)



Signature (Authorized Official of Consultant)



Date

Agreement Number: S-602

Exhibit G-1(b) Certification of

I hereby certify that I am the:

Agency Official

Other

of the City of Camas _____, and HDJ Design Group, PLLC
or its representative has not been required, directly or indirectly as an express or implied condition in connection
with obtaining or carrying out this AGREEMENT to:

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

I acknowledge that this certificate is to be furnished to the WSDOT (when applicable)
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

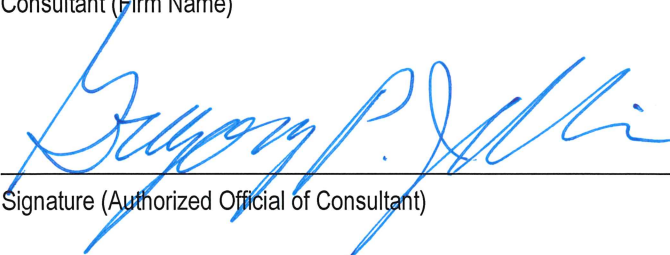
Agreement Number: S-602

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

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

HDJ Design Group, PLLC

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

8/5/2015

Date

Agreement Number: S-602

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

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

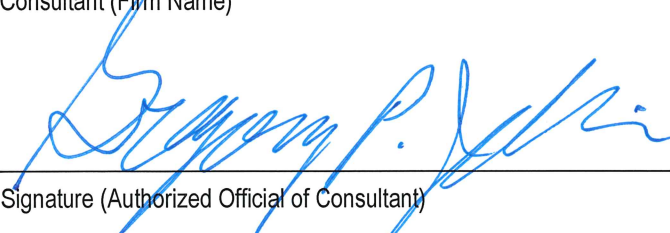
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress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

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

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

HDJ Design Group, PLLC

Consultant (Firm Name)


Signature (Authorized Official of Consultant)

8/5/2015
Date

Agreement Number: S-602

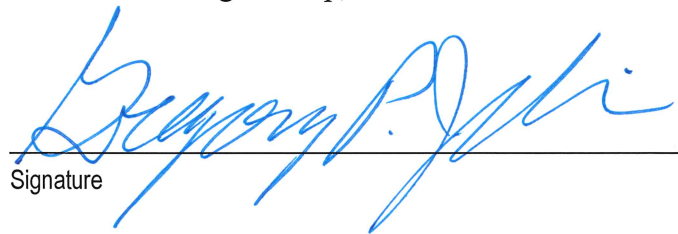
Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of North Urban Growth Area and SR 500 / 6th * are accurate, complete, and current as of August 5, 2015

**

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

Firm: HDJ Design Group, PLLC


Signature

Member / Principal

Title

Date of Execution***: 8/5/2015

*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.

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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 XIII, 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.

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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.

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Step 5 Forward Documents to Local Programs

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

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

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) 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.

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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.