



**CONSULTANT AGREEMENT  
WSP USA INC. AND THE CITY OF CAMAS**

Effective Date: July 31, 2019

This document constitutes the Consultant Agreement (“Consultant Agreement”) between the City of Camas (“Client”) and WSP USA Inc. (“Consultant”), to provide professional visioning, planning and subarea planning services to the Client for the Phase 1 Camas North Shore/Bridge Village Subarea Plan Project as described herein.

Consultant is authorized by Client pursuant to this Consultant Agreement which is effective as of the above mentioned date, to provide professional services with regard to the referenced project, as specified in Exhibit C, which is Consultant’s proposal and/or scope of work for the Project (the “Services”). Unless terminated or extended, this Agreement shall expire on December 31, 2020. Upon the mutual agreement of the Parties prior to expiration of the term, the term of this Agreement may be extended, with an agreed-upon increase to the compensation amount.

It is mutually agreed that Consultant will be compensated as shown in Exhibit D, which is Consultant’s price proposal to Client for the Project.

After execution of this Consultant Agreement, Consultant will transmit to Client insurance certificate(s) showing the referenced Consultant Agreement Number, the Project Name and insurance limits and terms that meet the conditions of this Consultant Agreement, all as shown in Exhibit A.

This document accurately states the agreement between Consultant and Client for the Services. This is an integrated Agreement composed of this Signatory page and Exhibits A, B, C and D and supersedes and replaces any and all terms and conditions of any prior or contemporaneous agreements, communications, arrangements, negotiations or representations, written or oral, with respect to the Services to be provided by the Consultant.

ACCEPTED AND AGREED by the Parties’ Authorized Representatives:

**WSP USA Inc.**

**City of Camas**

By: \_\_\_\_\_  
Name: Helen Devery  
Title: Vice President, Northwest Planning  
and Environment Manager

By: \_\_\_\_\_  
Name:  
Title:

- Exhibit A- Insurance
- Exhibit B- General Terms and Conditions
- Exhibit C- Scope of Services
- Exhibit D- Compensation



## EXHIBIT A

### 1. INSURANCE

- a. The Consultant shall effect and maintain the following insurance coverages, at its own cost and expense:
- 1.) Worker's Compensation and Employer's Liability Insurance coverage to include all statutory Worker's Compensation benefits to the employees of Consultant who may sustain work-related injuries, death or diseases. Such insurance shall comply with the statutory requirements of the state in which the work is being performed.
  - 2.) Commercial General Liability Insurance coverage with Comprehensive Broad Form Endorsement to include Consultant's liability for death, bodily injury, advertising liability and property damage to third parties resulting from Consultant's activities, with combined single effective and available amount of One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) in aggregate.
  - 3.) Automobile Liability Insurance coverage to include Consultant's liability for death, bodily injury and property damage resulting from Consultant's activities covering use of owned, hired and non-owned vehicles, with combined single effective and available amount of One Million Dollars (\$1,000,000.00) per occurrence.
  - 4.) Professional Liability Insurance coverage with effective and available amount of One Million Dollars (\$1,000,000.00) per claim and in annual aggregate.
- b. The Consultant shall furnish the Client with certificates of insurance showing that the Consultant has complied with this Article. Thirty (30) days written notification of cancellation or non-renewal of the policies will be given to the Client. Insurance certificates will be provided annually during the term of the Consultant Agreement, and shall restate the effective value of the coverage provided. Renewal certificates are due to Client thirty (30) days prior to expiration of the current certificate.

### 2. INDEMNITY, CONSEQUENTIAL DAMAGES

The Consultant shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City of Camas.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

### 3. LIMITATION OF LIABILITY

Client and Consultant have discussed the risks and rewards associated with this project, as well as Consultant's fee for services. Client and Consultant agree that, to the fullest extent permitted by law, Consultant and its employees' total aggregate liability to Client and any third parties, regardless of the legal theory under which liability is imposed, is limited to the amount of the total compensation actually paid to Consultant by the Client pursuant to this Agreement. This aggregate limit includes attorneys' fees' incurred or awarded under this Agreement. Client further agrees to notify any contractors or subcontractors of this limitation and require them to abide by this limitation.



## EXHIBIT B - GENERAL TERMS AND CONDITIONS

1. **SCHEDULE**. The Consultant agrees to provide the Services described and by the due date shown in Exhibit C.
2. **COMPENSATION**. Consultant will be promptly paid by the Client in accordance with the terms provide in Exhibit D. This Agreement will not be paid at a price higher than set forth in Exhibit D without the written consent of Client.
3. **STANDARD OF PERFORMANCE**. The Consultant shall render the Services consistent with the standard of care, skill and diligence exercised by members of the same profession providing similar services under similar conditions at the locale of the Project and at the time the Services are to be performed (“Standard of Care”). The Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.
4. **INDEPENDENT CONTRACTOR**. The Consultant is an independent contractor which has entered into an agreement with Client to provide Services and/or Products to Client and is not in a joint venture, partnership, agent-principal or employer-employee relationship with Client. The Consultant’s personnel shall not be employees of, nor have any contractual relationship with Client. The Consultant, consistent with its status as an independent contractor, further agrees that it or its personnel will not hold themselves out as, nor claim to be, officers, agents, representatives or employees of Client.
5. **CHOICE OF LAW AND VENUE**. This Agreement, including but not limited to, its validity, interpretation and performance, and remedies for contract breach or any other claims, shall be governed by and construed in accordance with the laws of the state where the project is located.
6. **DISPUTES**. If a dispute arises out of or relates to this agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree, prior to proceeding to litigation, first to try in good faith to settle the dispute by mediation. The venue for any mediation and litigation under this agreement shall be in the County in which the Project is located.
7. **COMPLIANCE WITH THE LAW**. In its professional judgment, Consultant agrees to comply with all federal, state and local laws, rules, regulations, standards, ordinances and administrative codes applicable to the provision of Services, the delivery of Products, the Project site, and jurisdictions in which the Consultant conducts its business. In the event of a change in laws, regulations, et al., of which the Consultant becomes aware and which the Consultant believes affects Services and/or Products, the Consultant shall inform Client of the change and its impact on Services and/ or Products already complete or to be completed, fees and costs involved, and scheduling. Notwithstanding the foregoing, this provision shall not be construed for any purpose as to establish a standard of care for the Consultant's performance under this Agreement.
8. **NON-DISCRIMINATION**. It is the policy of Client to eliminate and avoid discrimination because of race, color, religion, age, sex, national origin, ancestry or physical disability including blindness. All Consultants providing Services or delivering Products to Client are required to provide employment, training, compensation and other conditions of employment without regard to race, color, religion, age, sex, national origin, ancestry or physical disability including blindness. Violation of this provision will be grounds for suspension, termination or cancellation of this Agreement in whole or part.
9. **SAFETY**. The Consultant shall not be responsible for the means, methods, techniques, sequences or procedures of construction utilized by the construction contractors. Under no circumstances shall the Consultant be responsible for initiating, maintaining, managing or supervising the safety precautions or programs of the construction contractor or its employees, agents, representatives and subcontractors, in connection with their work
10. **TERMINATION**. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Should the Consultant not meet the material requirements of this Agreement, the Client may terminate the Services upon 30 days written notice and reasonable opportunity to cure the alleged default. In the case of termination for convenience, Consultant will be compensated its reasonable termination costs. In the case of either termination for convenience or default, Consultant will be paid for all services performed pursuant to this Agreement, up to the date of termination. In no event shall Consultant be obligated to provide drawings, designs, or other documents to Client after notification of termination until full payment for Consultant's services has been received.



**11. NO THIRD PARTY BENEFICIARIES.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be incidental beneficiaries only.

**12. ANTI-CORRUPTION.** The Parties shall conduct themselves in accordance with high ethical standards and in compliance with all applicable laws, including without limitation local and international laws prohibiting bribery and other forms of corruption. Each Party undertakes that it (including its respective officers, directors, employees and agents) will not directly or indirectly through any third party or person pay, give, offer, promise or authorize payment of, any monies or anything of value to any official for the purpose of improperly incentivizing or rewarding favorable treatment or advantage in connection with the Proposals, the Services or the Project. For these purpose, "official" includes any official, agent, or employee, or the close relative of any official, agent, or employee, of (i) any level of the Government of the Country where the Project is located (the Government), any department, agency, or any entity that is wholly owned or controlled by the Government, any international public organization, any recognized political party in the Country where the Project is located, any candidate for potential officer in the Country where the Project is located, or (ii) in the case of private sector work, the Project owner or any other private client.

**13. OWNERSHIP OF DOCUMENTS.** The Parties hereto agree that Consultant shall retain ownership and possession of all drawings, specifications, and other documents when its services have been completed and fully compensated. The Client will be provided one set of reproducible drawings, specifications, and other documents so furnished and they shall not be reused either for additional services on the Project to be done by others, or on other projects, without the prior written consent of Consultant. Such consent shall stipulate what, if any, additional compensation shall be paid to Consultant for such reuse of documents by the Client. In no event shall the receipt of such additional compensation operate as a waiver of Consultant's rights under this Article.

**14. DEBARMENT.** The Consultant shall certify that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any State or Federal department or agency.

The Consultant shall not propose or contract with any person or entity that is currently debarred, suspended, and ineligible consultant and grantees.



## EXHIBIT C - SCOPE AND SCHEDULE OF SERVICES

### PROJECT UNDERSTANDING

The City wants to develop a subarea plan for the Camas North Shore/Bridge Village Subarea to guide and promote future development consistent with a City visioning process. The North Shore/Bridge Village subarea plan will be prepared over two phases of work. Phase 1 and 2 work tasks broadly include:

- **Phase 1** – During this phase of the plan preparation, work will focus on community visioning and engagement and will include the following task:
  - Existing conditions review
  - Visioning and public outreach
  - Preliminary market assessment
- Schedule: Phase 1 tasks will be completed between August 5 and December 31, 2019.
- **Phase 2** – During this phase of work the City and consultant team will take the initial vision and refine it into a focused subarea plan that is developed using community and stakeholder input. This phase will include the following tasks:
  - Public outreach, including a technical advisory or steering committee to guide the creation of the North Shore/ Bridge Village subarea plan.
  - North Shore/Bridge Village subarea plan design guidelines.
  - Economic development action plan with market tool kit.
  - Utility assessment to accommodate planned growth.
  - Traffic study assessment addressing changes in the land uses and zoning and required road improvements to meet City level of service requirements.
  - Unmanned aerial system (UAS) drone flight information with orthorectified aerial imagery of the study area with topographic contours that will provide detailed information for the existing conditions assessment.
  - Road cost estimating and constraints assessment.
  - North Shore/Bridge Village subarea plan adoption process support.
- Schedule: Phase 2 tasks are anticipated to occur from January 1 to June 30, 2020.
- The Phase 1 consultant team includes:
  - WSP USA Inc. (WSP) – project manager
  - 3J Consulting (3J) - visioning task lead
  - Leland Consulting Group (LCG) - preliminary market assessment task lead.
- The Phase 2 consultant team includes:
  - WSP – project manager and subarea plan task lead
  - LCG - final market assessment and economic development toolkit task lead
  - DKS Associates (DKS) - traffic study assessment task lead
  - PBS Engineering and Environmental (PBS) drone flight orthorectified imagery and road cost estimating task lead.
- The results of Phase 1 and the level of plan detail and amount of future community engagement will inform the Phase 2 scope of work which has not yet been developed.
- The City requested a macro level scope of work and cost estimate for Phase 2 that will be informed by the results of Phase 1 and refined with City staff. The general task elements for the Phase 2 scope of work are listed above and a preliminary budget range is provided. However, the Phase 2 scope of work and fee will need to be refined further following completion of Phase 1. The phase 2 macro level cost estimate is \$165,000 to \$200,000.
- If the City is awarded grant funding, such as the Housing Action Plan from Washington State, additional tasks may be added to Phase 2.



## OVERALL PROJECT ASSUMPTIONS

The Phase 1 scope of work was developed based on the following assumptions. Task-specific assumptions are included in each task.

- The City will complete any necessary SEPA documentation.
- The subarea planning process will not include a State or National Environmental Policy Environmental Impact Statement or development of a planned action SEPA document or ordinance.
- The City will provide the consultant with one consolidated review of all project materials.
- Phase 1 tasks will be completed between August 5 and December 31, 2019.

## SCOPE OF WORK

### Task 1.0: Project Management

This task will be led by WSP. For Phase 1, WSP will perform the following project management tasks:

- Coordinate with the City's project manager in up to four meetings and will correspond by email and telephone for the duration of the project.
- Participate in monthly project management meetings with the City.
- Prepare a brief email summary for each of the monthly project management meetings.
- Provide monthly invoices.

#### *Assumptions*

- One or two consultant staff will participate in up to four 1-hour monthly project management meetings beginning in the second month of the project.
- Project management meetings are anticipated to be three teleconferences, and one in person meeting.

#### *Deliverables*

- Email summary for each project management meeting
- Monthly invoices (5)

### Task 2.0: Project Kickoff, Site Tour, and Opportunities and Constraints Assessment

This task will be led by WSP. To initiate the project and identify opportunities and constraints within the subarea, the consultant will:

- Prepare a kickoff meeting agenda and base map noting the preliminary subarea plan boundary to be confirmed by the City.
- Prepare for and participate in a kickoff meeting and site orientation tour with City staff. During the kickoff meeting, the consultant and the City will:
  - Formalize project details and schedule
  - Identify stakeholders
  - Complete an orientation tour of the subarea to identify and discuss major opportunities and constraints
- Review relevant background documents, including
  - City of Camas Critical Area Ordinance, Zoning Code and Development Standards
  - Camas Parks, Recreation and Open Space Plan
  - Camas Water Systems Plan
  - Camas General Sewer Plan
  - Clark County Buildable Lands Report
  - Applicable state and federal permitting regulations
- Coordinate with Carollo Engineers on the City's Water System Plan and the General Sewer Plan to summarize utilities planned for the area based on adopted plans.

- Prepare an opportunities and constraints memorandum, including an annotated base map and summary of the kickoff meeting and site orientation tour.

#### *Assumptions*

- Opportunities and constraints will be based on currently available information provided by the City, including the prior completed environmental and transportation assessment work from the North Shore and Everett Street Corridor Study and the current Transportation System Plan update.
- City staff will complete an assessment of the Camas Six-year Street Plan and the City's Transportation Systems Plan and provide the consultant with information necessary to support Phase 1 tasks.
- Up to four consultant staff will participate in a 3-hour kickoff meeting and site orientation tour.
- GIS data analysis is not included.
- Environmental assessment fieldwork is not included.
- Transportation analysis by the consultant is not included.
- The opportunities and constraints memorandum will be up to six pages in length.

#### *Deliverables*

- Annotated base map
- Kickoff meeting agenda
- Opportunities and constraints memorandum

### Task 3.0: Preliminary Market Assessment

This task will be led by LCG. In order to ground the strategies identified in the subarea plan in market realities, LCG will prepare a market analysis identifying opportunities and constraints in the North Shore/Bridge Village subarea. To complete the preliminary market assessment the consultant will:

- Prepare a summary of economic and demographic existing conditions and trends and a demand analysis for employment (office and industrial), housing, and commercial (e.g., retail) uses.
- Provide a “broad brush” analysis that identifies the types of employment, commercial, and residential land uses that are likely to be feasible versus those that probably not feasible.

#### *Assumptions*

- The market analysis will focus on target industry clusters, particularly traded sector industries that provide long-lasting and transformative economic vitality.
- The market analysis will use federal or state employment data to highlight trends and where Camas may have a competitive advantage to leverage for employment uses.
- The market analysis will also highlight opportunities to create a strong sense of place in the subarea, which can be an asset for the attraction of businesses, employees, and residents.

#### *Deliverables*

- Preliminary draft and final market analysis report

### Task 4.0: Project Identity, Website, and Social Media

This task will be led by WSP. For a project as critical to the community as the North Shore/Bridge Village Subarea Plan, it is important to have a project-specific identity that can be reflected in all project materials, creating continuity and visibility throughout the project. A project website and social media campaign are also important to facilitate two-way communication between the City and community members. The website and social media platforms will be updated throughout Phase 1 and will include the most current project details and information. Additional updates are also anticipated for Phase 2, to be scoped following Phase 1. Establishing a web presence at the outset of the project will help facilitate ongoing community engagement from visioning through subarea plan development and adoption during Phase 2. For this task in Phase 1, the consultant will:

- Create a project-specific identity including a project logo and color palette.
- Purchase a website domain name and host a project website for the duration of Phase 1. Additional hosting fees will be included in Phase 2.





- Design a project-specific website with up to two pages.
- Complete website updates through Phase 1 of the project.
- Coordinate with the City's social media consultant to prepare up to five social media updates for the City to post on its three social media channels (Facebook, Twitter, and the Camas Connect app).

#### *Assumptions*

- The consultant will maintain the website domain name and hosting for up to 5 months (Phase 1). Domain renewal and additional hosting fees will be included in Phase 2.
- The City will conduct one round of consolidated review on all website and social media content.
- The City's social media consultant (under separate contract with the City) will make all social media posts and monitor social media activity.
- Up to 20 hours of website updates at key project milestones through Phase 1 of the project are included.

#### *Deliverables*

- Project logo and color palette
- Project website design, hosting, and regular updates
- Content for social media updates

#### Task 5.0: Community Outreach - Visioning

This task will be led by 3J with support from WSP. Community and stakeholder outreach are critical components of a successful subarea planning process. Prior to development of conceptual plans and a draft subarea plan in Phase 2, community input on a vision for the North Shore/Bridge Village area is needed. The vision, together with the existing conditions and market analyses, will set the stage for the North Shore/Bridge Village subarea plan that will be prepared in Phase 2. To engage the community and identify the key components of a vision for the North Shore/Bridge Village Subarea, the consultant will develop and implement a community outreach plan that will include the following elements and tasks:

- **Community Outreach Memorandum.** The consultant will prepare a 2-page memorandum outlining the outreach activities and schedule. The purpose of the outreach memorandum is to establish the overall outreach goals and objectives and identify the timing of each outreach activity.
- **Stakeholder Interviews.** Early discussions with stakeholders will provide a thorough understanding of the area and the desires and concerns of those who will be most affected by future development. The stakeholder interviews will address vision elements such as desired land uses, transportation networks, and parks and open spaces. The information gathered during the interviews will be summarized and validated through a follow up online questionnaire, described below. For the stakeholder interviews, the consultant will complete the following tasks:
  - Prepare an invitation letter for City distribution.
  - Prepare draft and final interview questions for City review and comment.
  - Conduct stakeholder interviews with individuals or small groups.
  - Prepare a draft and final interview summary noting common themes and vision elements (land use patterns, transportation, parks and open space, etc.). Interviews will be reported in the aggregate to maintain anonymity for participants.
- **Community Event.** Existing community events, such as the farmers market, are opportunities to engage a large number of people in a short time. To engage the broader community in the North Shore/Bridge Village visioning process, the consultant will participate in one Camas community event, anticipated to be a table at the Camas farmers market. The event is intended to create awareness of the project and solicit input from the community regarding their aspirations and/or concerns with development of the subarea. For the community event, the consultant will:
  - Prepare a visioning activity that asks participants to briefly share what they love about the North Shore/Bridge Village area and/or their concerns with future development. Input will be collected verbally and through filling out vision cards.
  - Develop a project factsheet for distribution at the event.



- Provide a draft and final event summary that captures the public input received and further refines the vision elements identified through the stakeholder interviews.
- **Online Questionnaires.** The consultant will prepare up to two online questionnaires to supplement in-person community engagement activities. The questionnaires will provide an alternative opportunity to share ideas on the North Shore/Bridge Village vision for those who may not come to a meeting or feel comfortable voicing their opinions among others. The first questionnaire will coincide with stakeholder interviews and seek input on vision elements (land use, transportation, parks and open space, etc.). The second questionnaire will run concurrent with the community open house (described below) to further develop the community vision and guiding principles. For the questionnaires, the consultant will complete the following tasks:
  - Prepare draft questions for review by the City.
  - Finalize the questions and prepare the online questionnaire via SurveyMonkey or similar online survey platform.
  - Summarize the questionnaire responses for use in preparing the vision statement (Task 6).
- **Community Open House.** The consultant will design and facilitate a community open house to share the results of the outreach activities described above and engage people in an exercise to develop guiding principles that will frame the concept development process in Phase 2. For the community open house, the consultant will complete the following tasks:
  - Prepare a draft and final open house plan that will identify project background information, room layout, schedule, and informational station staffing.
  - Participate in a 1-hour teleconference with City staff to prepare for the open house.
  - Prepare a 6 X 9 postcard mailer to advertise the open house for printing and distribution by the City.
  - Prepare up to four display boards.
  - Prepare an electronic presentation for the open house.
  - Prepare a sign-in sheet and comment cards.
  - Design and facilitate an exercise to develop guiding principles.
  - Post all open house materials on the project website and allow online comment for approximately two weeks following the physical open house.
  - Prepare a meeting summary for the open house that includes a summary of all comments received at the open house and online. The meeting summary will include a draft guiding principles to be refined in Task 6.

#### *Assumptions*

- The City will distribute the stakeholder interview invitations and schedule the interviews.
- Stakeholder interviews will be conducted in a single-day in Camas. Up to two consultant staff will participate in the stakeholder interviews. Any follow up interviews will be conducted by City staff.
- The City will provide staff to support the consultant at the community event and open house.
- The City will secure a table at the community event and a venue for the community open house and pay any applicable rental fees.
- The project fact sheet will be a single 8 1/2 X 11 page, double-sided.
- The consultant will prepare up to four 24 X 36 display boards mounted on foam core for the open house.
- Up to two consultant staff will participate in the community event for 2 hours.
- Open house will be up to 2 hours in length and up to three consultant staff will attend.
- The mailer will be printed and distributed by the City to households within a 1/2 mile radius of the subarea plan boundary via U.S. Postal Service and digital distribution via social media and the project website.

#### *Deliverables*

- Draft and final community outreach plan memorandum
- Draft and final stakeholder interview invitation letter
- Draft and final stakeholder interview summary
- Draft and final online questionnaires (2)

- Draft and final online questionnaire summaries (2)
- Draft and final project factsheet
- Draft and final community event summary
- Draft and final open house plan
- Up to four display boards
- Draft and final electronic slideshow presentation for the open house
- Online open house
- Draft and final open house postcard mailer
- Draft and final open house summary

#### Task 6.0: Vision Statement

The goal of the community outreach program is to obtain stakeholder and community input on a future vision for the North Shore/Bridge Village subarea plan. The consultant will take all information submitted during the stakeholder interviews, community event, online questionnaires, and open house and summarize it into key themes. The key themes are intended to result in a statement of key elements of a vision for the subarea plan provided by the community. The consultant will then work with the City to refine these key elements into an overall vision statement, including the draft guiding principles developed during the community open house. To drive the subarea planning process in Phase 2, the vision statement will include elements related to land use (residential, commercial and employment), transportation, parks and open space, natural resources, and infrastructure. The vision statement will be presented as a single 11 X 17 page. The design and layout of the vision statement will serve as the graphic design basis for the subarea plan document to be developed in Phase 2. For this task the consultant will:

- Prepare draft vision and guiding principle text for City review and comment based on the information gathered during the outreach activities.
- Refine the vision and guiding principle text based on City comments.
- Develop a vision statement document that reflects the community input and aspirations for the North Shore/Bridge Village subarea.
- Refine the vision statement document based on City review and comment.

#### *Assumptions*

- Vision statement document will be one 11 X 17 page.

#### *Deliverables*

- Draft and final vision text
- Draft and final vision statement document



## EXHIBIT D - COMPENSATION

### 1. COMPENSATION

- a. For the performance of the Scope of Services, Client shall compensate the Consultant for each hour (or portion thereof) that Services are performed, plus ODCs, up to the not-to-exceed amount ("NTE") shown herein which shall constitute Consultant's Total Compensation.
- b. The specified Rates are inclusive of all direct and indirect costs associated with the performance of services, including, but not limited to, direct labor, overhead, fringe benefits, home office support, and operating margin ("Profit"), unless otherwise specified.
- c. Client will reimburse Consultant for its other direct costs ("ODCs") at cost plus 10 percent.
- d. The NTE Amount for this Agreement, inclusive of the labor Rates and ODCs, is \$79,925.00, which will not be exceeded without the written consent of the Client.

### 2. PAYMENT TERMS

- a. The Consultant shall prepare at the end of each four (4) week period an invoice showing the authorized hours services were performed and corresponding rates pursuant to the schedule of services.
  1. Invoices shall be in a form acceptable to Client.
  2. Invoices for any approved ODCs shall be taken from books of account kept by the Consultant, and the Consultant shall maintain and have available copies of payroll distribution, receipts, bills, and other documents required by the Client to verify such direct expenses.
  3. Payment of the invoices shall be due within thirty (30) days of receipt by Client.