

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

Agreement Number: SS-612C1

Firm/Organization Legal Name (do not use dba's): HDJ Design Group, PLLC	
Address 314 W. 15th Street	Federal Aid Number
UBI Number 601-631-442	Federal TIN or SSN Number 91-1097492
Execution Date 3/8/16	Completion Date 12/31/16
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Project Title Forest Home Road Slide Repair	
Description of Work Design engineering, environmental process, public involvement process and other related Architectural and Engineering services for the Forest Home Road Slide Project. Professional services will include land surveying, geotechnical evaluation, structural design, environmental documentation & permits, civil design and utility coordination. Additionally, project coordination and required federal documentation will be performed.	
<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: \$95,483.05

Index of Exhibits

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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 hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

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: James E. Carothers
Agency: City of Camas
Address: 616 NE 4th Avenue
City: Camas State: WA Zip: 98607
Email: jcarothers@cityofcamas.us
Phone: 360-817-7230
Facsimile:

If to CONSULTANT:

Name: Ken Hash
Agency: HDJ Design Group, PLLC
Address: 314 W 15th Street
City: Vancouver State: WA Zip: 98660
Email: hashk@hdjdg.com
Phone: 360.695.3488
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. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

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

V. Payment Provisions

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

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and 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 and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- 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 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 sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

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

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

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

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

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

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

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

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

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

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Insurance Coverage

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

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

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

Name: James E. Carothers
Agency: City of Camas
Address: 616 NE 4th Avenue
City: Camas State: WA Zip: 98607
Email: jcarothers@cityofcamas.us
Phone: 360-817-7230
Facsimile:

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.

Agreement Number: SS-612C1

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: SS-612C1

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: SS-612C1

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

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

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

XX. Records Maintenance

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

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

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

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

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

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

 _____
Signature Date 3/9/16

 _____
Signature Date 3/8/2016

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. SS-612C1

See attached Exhibit A

Agreement Number: SS-612C1

CITY OF CAMAS, WASHINGTON

Scope of Work Forest Home Road Slide – Phase 1 City of Camas Project SS-612C1

The Standard WSDOT Local Agency Consultant Agreement is amended and supplemented to include the following provisions regarding the Scope of Services.

INTRODUCTION

HDJ Design Group and their Consultant team have been selected by the City of Camas to perform design engineering, environmental process, public involvement process and other related Architectural and Engineering services for the Forest Home Road Slide Project. Professional services will include land surveying, geotechnical evaluation, structural design, environmental documentation & permits, civil design and utility coordination. Additionally, project coordination and required federal documentation will be performed.

The project team includes:

- Apex Engineering – Geotechnical exploration
- Aptum Inc. – Structural design
- Normandeu Associates - environmental review and documentation
- Archaeological Investigations Northwest (AINW) – cultural resources documentation
- Epic Land Solutions – right-of-way acquisition

The Forest Home Road Slide Project is federally funded and is intended to address slide repair issues in the project area.

The City of Camas is anticipating that environmental assessment for this Project will result in “Documented Categorical Exclusion (DCE)” for the National Environmental Policy Act (NEPA) and a “No Effect” ESA Determination. A Joint Aquatic Resource Permit Application (JARPA) will be completed to address environmental impacts. A City Critical Areas Ordinance and a State Environmental Policy Act (SEPA) checklist shall be prepared for the Project. Also the Consultant shall prepare the National Pollutant Discharge Elimination System (NPDES) application and Storm Water Pollution Prevention (SWPP) Plan for the Project.

PROJECT DESCRIPTION/BACKGROUND

Forest Home Road is classified as a 2-Lane Minor Arterial on the City of Camas Arterial Map. The existing roadway consists of two lanes with no shoulder, pedestrian or bicycle facilities. A slide occurred between approximately MP 0.6 and MP 0.7 on the southerly side of the road. The road is currently closed to all traffic.

SCOPE OF WORK

TASK 1: PROJECT MANAGEMENT AND ADMINISTRATION

HDJ shall oversee project tasks and coordinate with City representatives to manage the scope, schedule and budget for the design engineering phase.

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; subconsultants 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 each invoice as well as current invoice with an itemized summary of invoice numbers, dates, and amounts billed for labor, expenses, and subconsultants as well as total amounts for each invoice. The Contract Summary Report will also list the total amount billed to date, total amount remaining under contract, and contract expiration date.
- 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 notice to CITY raising any issues or concerns that could require a contract amendment/supplement, a brief summary of completed and/or upcoming project milestones, and action items needed from CITY for project delivery. Consultant shall monitor the status of the budget and take corrective actions to correct undesirable budget trends involving the CITY if scope is impacted.
- Maintain project documentation including a design memorandum, design criteria matrix and design decisions. Provide copies of project files and records to the CITY for audits and public information requests. Final submittal documents shall be provided in electronic format.

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.

- The Consultant shall schedule Project team meetings and prepare meeting agendas. This includes a Project kick-off meeting, monthly progress meetings with City staff, and coordination meetings.

- The Consultant shall organize and hold Project meetings with key Project team members, as well as representatives from the City of Camas and other agencies, as needed. These meetings shall have specific agendas addressing and resolving Project issues as they are encountered.

Deliverables

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

Subtask 1.3 – Management, Coordination, and Direction

- The Consultant shall provide management, coordination, and direction to the Project team in order to complete the project on time and within budget. The City fosters a partnership approach of all stakeholders in the Project. The Consultant shall integrate this strategy into the overall management approach.
- The Consultant shall establish a quality management program and designate responsibility for review of technical work and other deliverable products.
- The Consultant shall prepare and maintain a project design schedule. The schedule shall identify CONSULTANT tasks, major milestones and deliverables, and items provided by CITY and other consultants. The schedule shall be updated every month or as circumstances require.
- The Consultant shall coordinate Consultant tasks and activities with the City. This shall include using monthly meetings to plan and coordinate upcoming activities.
- The Consultant shall coordinate with private and public utilities, including power, phone, cable, gas and other utilities.
- The Consultant shall coordinate with property owners adjacent to the Project who will be affected by the roadway design. Prior approval from the City's Project Manager will be required before any contact with neighborhood associations or private property owners occurs.

▷ Deliverables

- Project Schedule & Schedule Updates
- Summary notes of coordination efforts

Subtask 1.4 – Coordination with WSDOT and FHWA

- The Consultant shall coordinate with Washington State Department of Transportation (Local Programs Office), and FHWA.
- Prepare Detailed Damage Inspection Report including a betterment justification memo. Provide copies to the CITY for submittal to WSDOT.
- Prepare LA Prospectus and Agreement. Provide copies to the CITY for submittal to WSDOT.

▷ **Deliverables**

- Coordination meeting agendas and meeting summaries.
- Detailed Damage Inspection Report with a betterment justification memo.
- LA Prospectus and Agreement

TASK 2: DATA COLLECTION

HDJ will perform topographic surveying and data collection services to include the following:

Subtask 2.1: Surveying

- Establish a control network throughout the project limits based on the Clark County horizontal and vertical datum (NAD 83/91 & NGDV 29/47).
- Conduct research of existing records for information on deeds, surveys, plats, road rights-of-way and easements along the project corridor.
- The survey field crew will collect data (property corners, right-of-way/centerline monuments, control and physical boundary/right-of-way features) in the project area and relevant to the project site. The project surveyor will then review research and field data and determine the right-of-way location.
- Perform topographic survey along project corridor (200' above and below the slide zone, north back of ditch to 10' south of the creek bottom). HDJ will conduct research of existing records for information on available as-built and utility maps, call one-call utility locates and then field survey existing above ground features (i.e. edge of pavement, curbs, sidewalks, buildings, trees, utilities, etc.) as well as elevations. Additional surveying to locate wetland flagging.
- Prepare legal descriptions and exhibits for right-of-way acquisition and easement takes. It is assumed that there will be approximately 2 legal/exhibits to prepare
- Prepare surface model reflecting collected topographic survey and breaklines.

Subtask 2.2: Base Map

- Upon completion of topographic survey and development of surface model, HDJ will prepare an existing conditions base map showing mapped features and utilities collected from both survey and as-built plans.
- Consultant shall coordinate with City staff regarding drafting standards and conventions.

Subtask 2.3: Site Visits

- Consultant will conduct site visits to verify design fits field conditions.

Subtask 2.4: Project Photos

- Consultant will conduct site visits, take project photos of each property along the corridor and conduct field verification of survey data represented in project base map. Consultant will use photographs to document pre-project conditions.

Deliverables

- Topographic Survey
- Surface Model
- Base map
- Legal Descriptions and Exhibits
- Project Photos
- Right of way plans

TASK 3: GEOTECHNICAL

Subtask 3 – Geotechnical Engineering

This task includes completing a geotechnical evaluation for the design of a landslide repair scheme. It includes working with the Design Team and City staff to design a revetment that will stabilize the roadway embankment while maintaining the current creek channel.

The purpose of this study would be to assist the design team in developing a repair for the landslide. The key geotechnical issues associated with the project will include: an investigation of any potential geologic hazards associated with the project site, evaluating the subsurface soil and groundwater conditions, and providing design recommendations for a repair system to stabilize the slope.

- Complete a review of existing geotechnical and geological information available. This review will include published geology maps, NRCS soil surveys, and past geotechnical reports for the area.
- Complete a detailed geologic reconnaissance of the site. An Engineering Geologist will walk available portions of the site to observe surface manifestations of geotechnically related issues and underlying geology. The reconnaissance will include the condition of surface improvements (evidence of past settlement or failure), surface vegetation, surface fills, soil exposures, springs or seeps, soft ground, and evidence of slope movement.
- Mark the proposed exploration locations in the field in order to complete the necessary utility location activities.
- Complete three drilled borings evaluate subsurface conditions throughout the landslide area. Borings will be completed within the roadway as the slope is too steep to allow for drill rig access.

- The borings will each penetrate a minimum of five feet into the underlying Troutdale formation.
- Samples will be collected and transported to the office for further classification and testing.
- Borings will be backfilled in accordance with WSDOE regulations. The pavement surface will be patched with cold patch.
- Maintain a log of the soils encountered in the explorations and collect soil samples for laboratory testing.
- Select samples will be transported to a subcontract laboratory. A suite of classification and strength tests will be completed to develop information for use in the stability model.
- Complete computerized slope stability analyses using the program SLOPE/W. A statistical analysis of all assumed parameters will be included. The slope stability analysis will be used to develop a preferred repair methodology and to determine the type, size, and location of the repair.
- Prepare and submit a draft geotechnical report for the project. The report will contain the following:
 - Detailed logs of subsurface explorations.
 - Site plans indicating the exploration locations and relevant features as well as interpreted geology.
 - Laboratory testing results.
 - Comprehensive descriptions of the subsurface conditions prepared by an Engineering Geologist.
 - Description of and results of the stability analysis.
 - Preliminary recommendations for the design of the slope repair.
- Consult with the design team to develop the final design.
- Subsequent to the completion of the design process, a final geotechnical report incorporating requested changes/updates from the project team's review of the draft report will be prepared.
- Coordinate geotechnical tasks with other design tasks
- Attendance at up to two project meetings

Assumptions

The above scope of work is based upon the following assumptions:

- The roadway will remain closed and as such, traffic control will not be necessary.
- Field work will be performed during daylight hours.
- The City will issue a street use permit at no cost to the Consultant.

Deliverables

- Draft geotechnical report (electronic PDF copy)
- Final geotechnical report (electronic PDF copy and up to 5 hard copies)

TASK 4: ENVIRONMENTAL

TASK 4.1 Stream and Wetland Field Review and Report

Phase 1 Scope

The small stream and any associated wetlands at the toe of the slide need to be identified and demarcated to facilitate project design and reviewed for potential project impacts to Waters of the U.S. Thus Normandeau will:

- Flag the OHWM of the stream and limits of associated wetlands beyond the OHWM. Flagging will extend approximately 100 feet beyond either edge of the current slide.
- Conduct office work and field work to complete a preliminary functional assessment and rating of wetlands, if present, according to Washington State Department of Ecology's (Ecology's) Wetland Rating System (2014).

Assumptions:

- Demarcating of the OHWM will follow *Determining the Ordinary High Water Mark on Streams in Washington State*, March 2010 Second Review Draft, Ecology Publication 08-06-001.
- The Regional Supplement to the US Army Corps of Engineers (USACE) Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region, ver. 2.0 (2010) will be followed.
- Normandeau will coordinate with HDJ to survey the location of OHWM and wetland flags in the field.

Deliverables:

- Sketch map of flagging to HDJ for survey.

TASK 4.2 Joint Aquatic Resources Permit Application (JARPA) and Clean Water Act (CWA) Compliance

Phase 1 Scope

During Phase 1, the consultant team will coordinate with agency and City staff regarding project design/goals and issuance of a permit under CWA §404 and certification by Ecology under CWA §401. For Phase 1 Normandeau will:

- Coordinate with consultant, City, and USACE Seattle District environmental staff (presumably Mr. David Martin) to request an office visit to present and discuss the project.
- Attend an office visit with USACE in Seattle (and Ecology staff if they elect to attend) to review the project and discuss concerns or recommendations agency staff may have regarding issuance of authorizations under the CWA.

Assumptions:

- Engineering drawings, Best Management Practices, and related design and construction information will be provided by others.
- The project will meet Ecology's §401 General Conditions and thus be Certified under Nationwide Permit (NWP) 14.

Deliverables:

- Attend an office visit with USACE staff (not to exceed 8 hours including prep, travel, and meeting time).

TASK 4.3 Washington Department of Fish & Wildlife (WDFW) Hydraulic Project Approval (HPA)

Phase 1 Scope

The project will require construction activity below the OHWM and thus review for potential impacts to Waters of the State by WDFW. For Phase 1 Normandeau will:

- Coordinate with consultant, City, and WDFW staff to request an office visit to present and discuss the project.
- Attend an office meeting with WDFW staff to review project and discuss concerns or recommendations agency staff may have regarding the project.

Assumptions:

- OHWM demarcation is acceptable to WDFW.
- No resident fish are either present in the stream or of concern to WDFW.

Deliverables:

- Attend an office visit with WDFW staff (not to exceed 4 hours including prep, travel, and meeting time).

TASK 4.4 National Environmental Policy Act (NEPA) Compliance

Phase 1 Scope

Based on the apparent limited impacts and required design/construction activities, this project will require a NEPA Categorical Exclusion (CE) Documentation form and follow related Washington State Department of Transportation (WSDOT) Highway & Local Programs (H&LP) procedures. Thus documentation based on supporting technical information will be prepared in accordance with FHWA regulations and WSDOT Environmental Procedures Manual. For Phase 1 Normandeau will:

- Attend an office meeting with WSDOT environmental staff to review project and discuss concerns or recommendations agency staff may have regarding the project.
- Normandeau will prepare a preliminary CE Documentation form, coordinate with agency and City staff, and submit the CE Documentation form and supporting documents to

WSDOT. Part 4 of the CE Documentation form has Environmental Considerations that are to be addressed as follows:

1. Air Quality: None.
2. Critical/Sensitive Areas: Addressed based on GIS database and Sole Source Aquifer checklist for aquifers, GIS database and geotechnical report for geological hazards, Endangered Species Act (ESA) analysis for listed species, and the WDFW database.
3. Cultural Resources/Historic Structures: Addressed based on cultural determination.
4. Floodplains and Floodways: None.
5. Hazardous and Problem Waste: Addressed based on HDJ hazardous materials research and memorandum.
6. Noise: None.
7. Parks, Recreation Areas, Wildlife Refuges, Historic Properties, Wild and Scenic Rivers/Scenic Byways, or 4 (f)/6 (f): Addressed based on cultural resource determination or none.
8. Agricultural Lands: None.
9. Rivers, Streams, or Tidal Waters: Addressed based on resource agency database information.
10. Tribal Lands: Addressed based on cultural resource determination.
11. Visual Quality: Assumed no change in roadside classification, thus not applicable.
12. Water Quality/Storm Water: Addressed based on HDJ stormwater design.
13. Previous Environmental Commitments: Assumed none, but if there are any commitments, the City will provide description of commitments.
14. Environmental Justice (EJ): Extent of effort depends upon ROW purchase.

Assumptions:

- Engineering drawings, Best Management Practices, and related design and construction information will be provided by others.
- Analysis of a detour route is not required.
- Advanced Acquisition of ROW and Environmental Justice: City may need to acquire ROW prior to or in conjunction with NEPA review. Thus advanced purchase and associated EJ analysis needs to be addressed.
- No formal NEPA Administrative Record or informal collection of email, faxes, maps, calculations, project team meeting notes, public comments, public notice affidavits, final technical reports, etc. will be prepared for the project.

Deliverables:

- Attend an office visit with WSDOT staff (not to exceed 3 hours including prep, travel, and meeting time).

- Preliminary NEPA analysis and incorporate into a preliminary CE Documentation form
(One draft electronic copy to HDJ)

TASK 4.5 Endangered Species Act (ESA) Compliance

Phase 1 Scope

Normandeau will conduct database research and a field survey to identify federally listed species in the project area. This information will be used to prepare a preliminary ESA compliance document, presumably a No Effect Letter, addressing potential direct and indirect effects to plant, fish, and wildlife species that are listed under the ESA. The No Effect Letter will meet the needs and requirements of WSDOT and support JARPA submittals. For this subtask, Normandeau will:

- Research information on the location and status of special status plants, fish, and wildlife (i.e., federally listed threatened, endangered or proposed for listing species) target species. Information will be obtained from Washington Department of Natural Resources (GIS database), WDFW (website), US Fish and Wildlife (website) and NOAA Fisheries (website).
- Review literature and scientific data to determine target species distribution, habitat needs, and other biological requirements.
- Conduct an on-site inspection of the area of potential effect to determine the likely presence of target species and to determine whether suitable habitat exists within the project area.
- Review and analyze the potential direct and indirect effects of the project on individuals, populations, and their functionally suitable habitat (e.g., habitat for documented species or habitat for target species presumed to occur in the action area). The impacts from clearing of vegetation and associated loss of habitat will be used to evaluate loss.
- Prepare a No Effect Letter to address all species listed for Clark County. A simple sentence or two will be included for the species on which the project will have no effect.

Assumptions:

- Neither species nor critical habitats under the jurisdiction of NOAA Fisheries are present in the project area.
- Impacts to habitat will be quantified (area of temporary and permanent disturbance) by HDJ for only the final alignment.
- No pre-consultation meetings with the agencies will be required.
- The project will result in no impacts to listed species, critical habitats, or Essential Fish Habitat, and a No Effect Letter will be sufficient to address ESA compliance.
- Letter report will not exceed 10 pages (with required maps).

Deliverables:

- Preliminary ESA No Effect Letter (one electronic draft to HDJ).

TASK 4.6 Sole Source Aquifer Program Compliance

Phase 1 Scope

The project is underlain by the Troutdale Sole Source Aquifer and is subject to compliance with the Safe Drinking Water Act (SDWA) Sole Source Aquifer Program administered by the Environmental Protection Agency (EPA). For this subtask, Normandeau will complete an EPA Sole Source Aquifer Checklist based on supporting technical information or reports (such as, a hazardous materials report and hydraulic report) and project design information. The checklist will be submitted to EPA for review and approval. The checklist will be included as a supporting document for Critical Areas reporting.

Assumptions:

- The project will not cause water quality impacts on the Troutdale Aquifer and thus the Checklist will be approved by EPA as submitted.
- Technical information or reports on non-natural resources topics, such as hazardous materials, hydraulics, cultural resources, and project design information will be provided by others.

Deliverables:

- Preliminary Sole Source Aquifer Checklist (one draft electronic copy to HDJ).

TASK 4.7 SEPA Compliance

Phase 2 Scope

To be defined in Phase 2.

TASK 4.8 City of Camas Critical Areas and Significant Tree Permit

Phase 1 Scope

A Critical Areas report will be required (in Phase 2) to address resources (wetlands, critical aquifer recharge areas, frequently flooded areas, geologically hazardous areas, and fish and wildlife habitat conservation areas) impacted. During Phase 1 there will be coordination with City planning staff regarding project design/goals and issuance of a permit under Critical Areas. For Phase 1 Normandeau will:

- Attend an office visit with City staff to review the project and discuss concerns or recommendations planning staff may have regarding jurisdiction and critical area issues.

Deliverables:

- Attend an office meeting with city staff (not to exceed 4 hours each including prep, travel, and meeting time).

Task 4.9 Project Planning and Coordination

Normandeau will support general project planning via attending project team meetings. Task also

includes non-technical internal project activities, such as invoicing, throughout the project.

Assumptions:

- Normandeau involvement is estimated to begin March 8 through October 31, 2016.

Deliverables:

- Attend project kickoff meeting at HDJ (preparation and attendance limited to 3 hours)
- Attend three technical meetings at HDJ (preparation and attendance limited to 3 hours per meeting)

Task 4.10 Cultural and Historic Resource

Documentation on EC form.

Assumptions:

- Cultural and historic resources will be documented as exemption A-20.

Remainder of environmental tasks to be added in Phase 2

TASK 5: DESIGN ENGINEERING – PLANS, SPECIFICATIONS & ESTIMATE (PS&E); EVALUATION OF ALIGNMENT OPTIONS

The Consultant will advance the roadway design through concept / alternatives, 50 percent, 90 percent, and final construction contract documents as part of this task. HDJ Team will be responsible to provide design engineering services for the deliverables outlined below for the following submittals:

- concept / alternatives submittal
- 50% Submittal
- 90% Submittal
- Final submittal

Subtask 5.1: concept / alternatives

The Consultant will develop preliminary slide repair concepts and alternatives to the 10 percent design stage. Review documents will consist of drawings, and a preliminary opinion of probable construction cost. At this design level, the repair concept for the project is established.

Design tasks include the following

- Develop vicinity map
- Develop of up to four concepts / alternatives for the slide repair.
- Develop cross-sections for each of four concepts.
- Develop probable costs for each of four concepts.
- Create a narrative of environmental, right of way, permitting and other issues for each concept.

- Develop a list of impacts for each of four concepts.
- Meet with City staff to decide which concept to move forward into design.

The concept / alternative plans shall include:

- Vicinity map
- Legend Sheet
- Typical sections (4).
- Plan over Profile Sheets showing basic roadway geometry information.

Deliverable

- Concept / alternative Plans (3 copies on 11X17 and a PDF of the plan set)
- Estimate of probable costs
- Design decision memo

Additional tasks to be added in Phase 2

TASK 6: STRUCTURAL ENGINEERING

To be added in Phase 2

TASK 7: UTILITY COORDINATION

Task 7.1 - : Utility Coordination

Contact utilities within the project limits and obtain existing system mapping. Review mapping for consistency with project base map.

Conduct a utility reconnaissance of the project corridor to determine visual evidence of underground and above ground utility facilities and confirm utility provided facility maps and project base map completeness.

Identify and discuss with each utility special requirements associated with their facility relocation or modification.

Subtask 7.2: Utility Meetings

To be added in Phase 2

Subtask 7.3: Conflict Identification, Analysis and Recommended Resolution

To be added in Phase 2

Assumptions:

- City will provide utility plans, GIS and other supporting documents for City utilities within the project corridor
- Utility design location fees, if any, are not included in Consultant’s costs and will be paid by the City if required.
- Utilities will provide as-built system maps of their facilities within the project corridor
- Additional right-of-way and/or easements that may be required for relocated utilities, is the responsibility of the utilities or the City in the event of prior rights.

Deliverables

- Existing utility system mapping

TASK 8: RIGHT OF WAY

To be added in Phase 2

TASK 9: PUBLIC INVOLVEMENT

To be added in Phase 2

TASK 10: PROJECT MANAGEMENT AND DESIGN ENGINEERING SERVICES DURING CONSTRUCTION

To be added in Phase 2

CITY DELIVERABLES TO THE CONSULTANT

Sample Projects

The City will provide copies of sample City projects, and design guidelines. The City will also provide electronic files of title blocks, standard details for streets, traffic signal, street lighting and other available details.

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.

Pavement Design

The City will select the pavement type and structural sections based on the pavement recommendation provided by the Consultant. However, the City reserves the right to alter the pavement and structural sections provided said alterations provide equal or greater structural strength.

Utility List

The City will provide the Consultant with a list of local contacts for utilities within the project limits. Design and plan preparation for the addition or relocation of utilities within the project limits will be completed by others.

Deliverables

- Sample projects
- Project coordination
- Right of Entry permits
- Pavement type & structural sections selection
- Utility list

END

Exhibit B
DBE Participation

none

Agreement Number: SS-612C1

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

AutoCADD Uploadable File (.auf)
Digital Terrain Model (DTM) and LandXML

B. Roadway Design Files

Civil3D

C. Computer Aided Drafting Files

AutoCADD

Agreement Number: SS-612C1

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

The agency has the right to review products produced for this project by the Consultant.

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

See attached scope of work

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

See attached scope of work

II. Any Other Electronic Files to Be Provided

None

III. Methods to Electronically Exchange Data

E-Mail and ftp sites

A. Agency Software Suite

None

B. Electronic Messaging System

None

C. File Transfers Format

None

Exhibit D
Prime Consultant Cost Computations

See attached fee calculation

Agreement Number: SS-612C1

EXHIBIT D

Forest Home Road Slide - Phase 1

Task and Description	HDJ Design Group PLLC (Engineering/Management)										HDJ TOTAL	SUBCONSULTANTS (NTE)					SUB TOTAL	Phase 1 BUDGET AMOUNT
	Eng-Prncpl	Eng Mngr VI	Eng-III	Des Tech III	Survey Prin	Survey Crew - 2 person	Survey LSIT	CADD-3	Admin	Expense		Geotechnical	RoW	Env/Pl/Str	Archaeological	Noise		
												Apex	Aptum	Normandeu	AINW	Epic		
TASK 1 - PROJECT MANAGEMENT AND ADMINISTRATION											\$9,942.00						\$0.00	\$9,942.00
Subtask 1.1 Contract Administration, Invoicing, and Progress Reports	2.00	4.00							1.00		1,082.00						0.00	\$1,082.00
Subtask 1.2 Meetings	2.00	4.00									1,020.00						0.00	\$1,020.00
Subtask 1.3 Management, Coordination and Direction	2.00	24.00									4,120.00						0.00	\$4,120.00
Subtask 1.4: Coordination with WSDOT and FHWA		24.00									3,720.00						0.00	\$3,720.00
TASK 2 -Data Collection											\$15,803.00						\$0.00	\$15,803.00
Subtask 2.1 Surveying											13,420.00						0.00	13,420.00
Subtask 2.1.1: Control Network					2.00	16.00	8.00				3,630.00						0.00	\$3,630.00
Subtask 2.1.2: Conduct records research					2.00		4.00				722.00						0.00	\$722.00
Subtask 2.1.3: Preconstruction record of survey and resolution					4.00		8.00				1,444.00						0.00	\$1,444.00
Subtask 2.1.4: Topographic Survey		2.00	4.00			24.00	8.00				5,374.00						0.00	\$5,374.00
Subtask 2.1.5: Legal Descriptions			4.00		6.00		8.00				2,250.00						0.00	\$2,250.00
Other Data Collection											2,383.00						0.00	2,383.00
Subtask 2.2: Base Map		1.00	4.00					8.00			1,371.00						0.00	\$1,371.00
Subtask 2.3: Site Visits		2.00	2.00				2.00				764.00						0.00	\$764.00
Subtask 2.4: Project Photos			2.00								248.00						0.00	\$248.00
Task 3: Geotechnical Engineering											\$1,612.00						\$31,596.00	\$33,208.00
Subtask 3 Geotechnical Engineering		4.00	8.00								1,612.00	31,596.00					31,596.00	\$33,208.00
TASK 4: Environmental											\$2,790.00						\$18,699.73	\$21,489.73
Subtask 4.1: Stream and Wetland Field Review and Report		2.00									310.00		3,464.11				3,464.11	\$3,774.11
Subtask 4.2 Joint Aquatic Resources Permit Application and Clean Water Act		2.00									310.00		2,010.25				2,010.25	\$2,320.25
Subtask 4.3 Washington Dept of Fish & Wildlife Hydraulic Project Approval		2.00									310.00		1,189.00				1,189.00	\$1,499.00
Subtask 4.4 National Environmental Policy Act (NEPA) Compliance		2.00									310.00		2,156.33				2,156.33	\$2,466.33
Subtask 4.5 Endangered Species Act (ESA) Compliance		2.00									310.00		4,327.30				4,327.30	\$4,637.30
Subtask 4.6 Sole Source Aquifer Program Compliance		2.00									310.00		1,359.54				1,359.54	\$1,669.54
Subtask 4.7 SEPA Compliance		2.00									310.00		0.00				0.00	\$310.00
Subtask 4.8 City of Camas Critical Areas and Significant Tree Permit		2.00									310.00		658.25				658.25	\$968.25
Subtask 4.9 Project Planning and Coordination		2.00									310.00		3,534.95				3,534.95	\$3,844.95
Subtask 4.10: Cultural and Historic Resources											0.00		0.00				0.00	\$0.00
Task 5: Design Engineering											11,560.00						0.00	\$11,560.00
Subtask 5.1: Concept / Alternatives	2.00	40.00	40.00								11,560.00						0.00	\$11,560.00
Subtask 5.2: 50 % Design											0.00						0.00	\$0.00
Subtask 5.3: 90% Design											0.00						0.00	\$0.00
Subtask 5.4: Final Design											0.00						0.00	\$0.00
Subtask 5.5: QA/QC											0.00						0.00	\$0.00
Task 6: Structural Engineering											\$0.00						\$0.00	\$0.00
Subtask 6 Structural Engineering											0.00						0.00	\$0.00
Task 7 Utility Coordination											\$1,075.00						\$0.00	\$1,075.00
Subtask 7.1: Utility Coordination		1.00		8.00							1,075.00						0.00	\$1,075.00
Task 8: Right of Way											\$0.00						\$0.00	\$0.00
Subtask 8.1: Title Reports/PFE											0.00						0.00	\$0.00
Subtask 8.3: Appraisal and Appraisal Review											0.00						0.00	\$0.00
Subtask 8.4: Acquisition/certification											0.00						0.00	\$0.00
Task 9: Public Involvement											\$0.00						\$0.00	\$0.00
Subtask 9: Public Involvement											0.00						0.00	\$0.00
TASK 10: Project Management and Design Engineering											\$0.00						\$0.00	\$0.00
Subtask 10.1 Pre-Bid Opening											0.00						0.00	\$0.00
Reimbursable Expenses											\$2,405.32						\$0.00	\$2,405.32
Copies									500.00		500.00						0.00	\$500.00
Expenses									500.00		500.00						0.00	\$500.00
Travel									500.00		500.00						0.00	\$500.00
B&O Tax 1.8% on Subconsultant amounts									905.32		905.32						0.00	\$905.32
TOTAL HOURS	8.00	124.00	64.00	8.00	14.00	40.00	38.00	8.00	1.00									
HOURLY RATES	200.00	155.00	124.00	115.00	155.00	156.00	103.00	90.00	62.00									
TOTAL DOLLARS	\$ 1,600.00	\$ 19,220.00	\$ 7,936.00	\$ 920.00	\$ 2,170.00	\$ 6,240.00	\$ 3,914.00	\$ 720.00	\$ 62.00	\$ 2,405.32	\$45,187.32	\$ 31,596.00	\$ -	\$ 18,699.73	\$ -	\$ -	\$50,295.73	\$95,483.05

Exhibit E

Sub-consultant Cost Computations

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

- Apex Engineering – Geotechnical exploration
- Aptum Inc. – Structural design
- Normandeau Associates - environmental review and documentation
- Archaeological Investigations Northwest (AINW) – cultural resources documentation
- Epic Land Solutions – right-of-way acquisition

see attached fee calculations

Agreement Number: SS-612C1

SS-612C1 Forest Home Road Slide Repair

Summary of Hours and Expenses

Description	Principal	Associate	Senior Project	Project	Senior Staff	Staff	Drafting	Admin Assistant	Professional Staff Fees Subtotal	Reimbursables / Expenses	Total
Billing Rates	\$230	\$145	\$125	\$96	\$81	\$75	\$100	\$62			
Literature Review and Reconnaissance	4	8			20				\$2,080		\$2,080
Field Explorations Including Coordination and Locates		4							\$2,200	\$5,700	\$7,900
Laboratory Testing									\$0	\$1,200	\$1,200
Analysis	20								\$4,600		\$4,600
Report Preparation	6	20			30		6	8	\$7,806		\$7,806
Consulting with Design Team	16	8							\$4,840		\$4,840
Project Management and Meetings	10	6							\$3,170		\$3,170
Total	56	46	0	0	50	0	6	8	\$24,696	\$6,900	\$31,596

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: SS-612C1

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

Agreement Number: SS-612C1

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
and that neither the above firm nor I have:

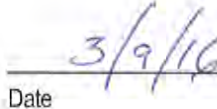
- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining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

I acknowledge that this certificate is to be furnished to the City of Camas
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: SS-612C1

Exhibit G-1(b) Certification of Agency

I hereby certify that I am the:

City Engineering Manager

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 City of Camas
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

3/8/2016

Date

Agreement Number: SS-612C1

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 statues 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)

3/9/16

Date

Agreement Number: SS-612C1

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:

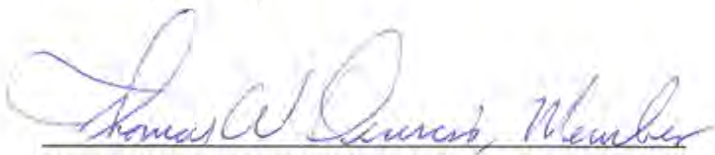
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress 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.

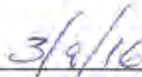
The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

HDJ Design Group, PLLC

Consultant (Firm Name)

 Thomas W. Duncanson, Member

Signature (Authorized Official of Consultant)

 3/9/16

Date

Agreement Number: SS-612C1

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 Forest Home Road Slide Repair * are accurate, complete, and current as of March 1, 2016 **.

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

Title

Date of Execution***:

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

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

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

Agreement Number: SS-612C1

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.