



**SHORT FORM OF AGREEMENT
BETWEEN CITY OF CAMAS
AND
HDJ
A DIVISION OF PBS ENGINEERING AND
ENVIRONMENTAL INC.
FOR
PROFESSIONAL SERVICES**

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



and modified by

Miller Nash LLP, attorneys at law (May 2007)

AGREEMENT BETWEEN CLIENT AND HDJ A DIVISION OF PBS ENGINEERING AND ENVIRONMENTAL INC.

FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of April 4, 2016 ("Effective Date") between

City of Camas ("Client")
616 NE 4th Avenue
Camas WA 98607
360-817-1590 Phone
360-834-1535 Fax

(If not signed by the Client within 30 days of the Effective Date then this Agreement shall be void)

and HDJ a Division of PBS Engineering and Environmental Inc. ("HDJ")
314 W. 15th Street
Vancouver, WA 98660-2927
360-695-3488 Phone
360-695-8767 Fax

HDJ agrees to provide the services described below to Client for 2016 On-call Service ("Project").
Description of HDJ's Services: See attached scope Exhibit A

Client and HDJ further agree as follows:

1.01 Basic Agreement

A. HDJ shall provide, or cause to be provided, the services set forth in this Agreement, and Client shall pay HDJ for such Services as set forth in Paragraph 9.01. This Agreement will not take effect, and HDJ shall have no obligation to provide services set forth in this Agreement, until Client returns a signed copy of this Agreement and pays an initial retainer.

The retainer for this matter will be \$0
It will be held in the HDJ's bank account and used to pay the final billing for the services to be provided by HDJ. The retainer is generally only a portion of the amount of fees and costs that will be charged for the work to be done. Client shall be responsible for paying the monthly invoices as set forth in Paragraph 2.01B.

2.01 Payment Procedures

A. *Preparation of Invoices.* HDJ will prepare a

monthly invoice in accordance with HDJ's standard invoicing practices and submit the invoice to Client.

B. *Payment of Invoices.* Invoices are due and payable upon receipt. If Client fails to make any payment due HDJ for services and expenses within 30 days after HDJ's invoice date, the amounts due HDJ may be increased at the rate of 1.5% per month (or the maximum rate of finance charge permitted by law, if less) from said thirtieth day. In addition, HDJ may, without liability, after giving seven days written notice to Client, suspend services under this Agreement until HDJ has been paid in full all amounts due for services, expenses, and other related charges. Payments may be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Client, or if required because of changes in the Project, HDJ may furnish services in addition to those set forth above.

B. Client shall pay HDJ "Time & Materials" for such additional services as follows: For additional services of HDJ's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of HDJ's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and HDJ's consultants' charges, if any. The actual cost for Reimbursable Expenses will be billed at the actual cost plus 10%. In addition, the Client agrees to pay all costs and expenses incurred by HDJ on Client's behalf, including any such moneys that HDJ may advance on Client's account for any purpose whatsoever. Client shall be solely responsible for paying for all applicable sales tax, permits, licenses, and official inspections, and the cost thereof shall not be deducted from the payment due HDJ.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.
 - b. By HDJ:
 - 1) upon seven days written notice if HDJ believes that HDJ is being requested by Client to furnish or perform services contrary to HDJ's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the HDJ's services for the Project are delayed or suspended for more than 90 days for reasons beyond HDJ's control.
 - 3) HDJ shall have no liability to Client on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Client effective upon the receipt of notice by HDJ.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow HDJ to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. In the event of termination for any reason, Client shall be responsible for paying all compensation for services rendered by HDJ under this Agreement.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Client and HDJ each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Client and HDJ (and to the extent permitted by paragraph 6.01.B the assigns of Client and HDJ) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Client nor HDJ may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by HDJ under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. HDJ makes no warranties, express or implied, under this Agreement or otherwise, in connection with HDJ's services. HDJ and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. HDJ shall not at any time supervise, direct, or have control over any contractor's work, nor shall HDJ have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. HDJ neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Client and such contractor.

D. HDJ shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except HDJ's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Client without consultation and advice of HDJ.

E. All design documents prepared or furnished by HDJ are instruments of service, and HDJ retains all ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

F. To the fullest extent permitted by law, Client and HDJ (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that HDJ's total liability to Client under this Agreement shall be limited to \$50,000 or the total amount of compensation received by HDJ, whichever is greater.

G. The parties acknowledge that HDJ's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If HDJ or any other party encounters a Hazardous Environmental Condition, HDJ may, at its option and without liability for consequential or

any other damages, suspend performance of services on the portion of the Project affected thereby until Client: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 5 inclusive together with any expressly incorporated exhibit), constitutes the entire agreement between Client and HDJ and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 Payment "Time & Materials" (Hourly Rates Plus Reimbursable Expenses & Sub-consultants)

A. Using the procedures set forth in paragraph 2.01, Client shall pay HDJ as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of HDJ's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and HDJ's consultants' charges, if any. Rate tables available upon request.
2. The total compensation is estimated to be:

a. HDJ Services an estimated amount of	\$29,500
b. Reimbursable Expenses an estimated amount of	\$500
c. Sub-consultants Charges an estimated amount of	\$0

B. The HDJ's compensation is conditioned on the time to complete HDJ's services not exceeding 9 months. Should the time to complete HDJ's services be extended beyond this period, total compensation to HDJ shall be appropriately adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

CLIENT:

City of Camas

HDJ/a Division of PBS Engineering
and Environmental Inc.

By:

Shannon Turk

By:

Gregory P. Jellison

Name/Title:

Shannon Turk, Mayor Pro Tem

Name/Title:

Gregory P. Jellison, Principa

Date Signed:

4/4/16

Date Signed:

3/29/16

Contact name and address
for giving notices:

Contact name and address for
giving notices:

Exhibit "A"
Scope of Services

The consultant shall be on call to perform professional engineering consulting services for the City. The following is a list of services that the Consultant shall provide as requested by the City:

1. Development Review

When requested by the City, the Consultant shall provide development review services.

Services may include, but are not limited to:

- a. Act as imbedded City staff
- b. Coordinate land use and plan reviews with City discipline groups
- c. Review traffic impact analysis reports and studies
- d. Review final plats
- e. Review of development construction plan sets following City standards and the project condition of approval
- f. Create red line review plan sets
- g. Creation of a summary letter of outstanding plan deficiencies
- h. Communicate all review comments directly to City staff
- i. Development construction inspection services
 - i. Attend preconstruction conference
 - ii. Development inspections
 - iii. Warranty reviews
 - iv. Other development related inspections as needed
- j. Attend meetings with City staff on an "as-needed" basis
- k. Exclusion: Consultant shall have no direct contact with developers and their engineering staff.

2. Construction Management

When requested by the City, the consultant shall provide construction management services. Services may include, but are not limited to:

- 1) Constructability review
- 2) Construction project administration
- 3) Construction management
- 4) Inspection services
- 5) Construction engineering support
- 6) Project closeout



Engineers- Landscape Architects- Planners-Surveyors

314 W 15th Street
Vancouver, WA 98660
(360) 695-3488
(503) 924-4005
Fax: (360) 695-8767
www.hdjdesigngroup.com

HDJ Design Group, PLLC - Fee Schedule
Effective Date January 1, 2016

<u>Classification</u>	<u>Hourly Rate</u>
<u>ENGINEERING</u>	
Engineer - Principal	\$200.00
Engineer- Associate Principal	\$180.00
Engineer - Manager VI	\$155.00
Engineer – Project V	\$142.00
Engineer - IV	\$132.00
Engineer – III	\$124.00
Engineer – II	\$115.00
Engineer – I	\$106.00
Engineering Intern	\$67.00
Design Technician – IV	\$119.00
Design Technician – III	\$115.00
Design Technician – II	\$107.00
Design Technician – I	\$98.00
<u>TRAFFIC ENGINEERING</u>	
Traffic Engineer –Manager VI	\$160.00
Traffic Engineer – Project V	\$146.00
Traffic Technician - III	\$124.00
Traffic Counter	\$84.00
<u>GEOTECHNICAL ENGINEERING</u>	
Geotechnical Engineering	\$155.00
Geotechnical Engineer- I	\$124.00
Geohydrologist	\$155.00
Geophysicist	\$155.00
Geotechnical Engineering Technician	\$84.00
<u>LAND SURVEYING</u>	
Surveyor- Principal	\$155.00
Surveyor- Manager	\$142.00
Surveyor- PLS	\$129.00
Surveyor- LSIT	\$103.00
Survey Technician – I	\$93.00
Surveyor Assistant	\$78.00

Crew Chief- 3 Person

\$215.00

HDJ Design Group, PLLC - Fee Schedule Continued
Effective Date January 1, 2016

<u>Classification</u>	<u>Hourly Rate</u>
Crew Chief- 2 Person	\$156.00
Crew Chief- Person W/ Robotic Equipment	\$125.00
 <u>LANDSCAPE ARCHITECTURE</u>	
Landscape – Manager VI	\$138.00
Landscape- Project V	\$130.00
Landscape - IV	\$114.00
Landscape - III	\$100.00
Landscape – II	\$92.00
Landscape – I	\$82.00
 <u>PLANNING</u>	
Planning- Manager V	\$138.00
Planner – Project IV	\$122.00
Planner - III	\$100.00
Planner - II	\$92.00
Planner- I	\$82.00
 <u>CONSTRUCTION</u>	
Construction - Sr. Manager VI	\$148.00
Construction – Manager V	\$138.00
Construction Inspector – III	\$112.00
Construction Inspector – II	\$92.00
Construction Inspector – I	\$80.00
 <u>CADD DRAFTING</u>	
CADD- Manager	\$122.00
CADD Drafter – III	\$90.00
CADD Drafter – II	\$84.00
CADD Drafter – I	\$78.00
 PROJECT ASSISTANT	 \$76.00
GRAPHIC SPECIALIST	\$92.00
ADMINISTRATIVE	\$62.00

DIRECT NON-SALARY EXPENSES COST+10%

Direct non-salary expenses are identifiable charges for travel, long distance telephone, postage, drafting supplies not normally kept on hand, printing and binding, film processing, etc.