





CITY COUNCIL WORKSHOP MEETING AGENDA
Monday, December 17, 2018, 4:30 PM
City Hall, 616 NE 4th Avenue

I. CALL TO ORDER

II. ROLL CALL

III. PUBLIC COMMENTS

IV. WORKSHOP TOPICS

- A. CWEDA Annual Report
Presenter: Paul Dennis, President/CEO
 [CWEDA 2018 Presentation](#)
- B. NE Lake Road and NE Everett Street Intersection Improvements Consultant Contract
Presenters: James Carothers, Engineering Manager and Steve Wall, Public Works Director
 [Lake and Everett Intersection Improvements Staff Report](#)
[Lake Road and Everett Consultant Contract](#)
- C. Public Works Miscellaneous and Updates
Details: This is a placeholder for miscellaneous or emergent items.
Presenter: Steve Wall, Public Works Director
- D. Community Development Miscellaneous and Updates
Details: This is a placeholder for miscellaneous or emergent items.
Presenter: Phil Bourquin, Community Development Director
- E. City Administrator Miscellaneous Updates and Scheduling
Details: This is a placeholder for miscellaneous or scheduling items.
Presenter: Pete Capell, City Administrator

V. COUNCIL COMMENTS AND REPORTS

VI. PUBLIC COMMENTS

VII. ADJOURNMENT

NOTE: The City welcomes public meeting citizen participation. For accommodations; call 360.834.6864.

Camas-Washougal Economic Development Association



City of Camas Update

December 17, 2018



What We've Been Up To

- ❖ CWEDA PSA
- ❖ Strategic Plan
- ❖ Marketing
- ❖ Business Development
- ❖ Economic & Fiscal Benefits
- ❖ Local Economic Conditions
- ❖ Planning & Outreach
- ❖ Opportunity Zones
- ❖ Waterfront Community Center
- ❖ Retail Focus

CWEDA PSA

- ❖ Development of a Strategic Plan
- ❖ Development and Maintenance of a Website
- ❖ Establish Real Estate Inventory
- ❖ Develop 20 Business Contacts per Month
- ❖ Provide Status Reports
- ❖ Report Periodically on the Performance Measures

Performance Measures

- ❖ **Jobs Goal:** Five-year goal of impacting overall employment in the CWEDA area by 10%, netting a positive jobs balance of roughly 170 jobs annually. Five-year goal of recreating the 600 jobs lost during the “Great Recession.” Total five-year positive jobs balance of creating and retaining 1,400 jobs (2011-2015).
- ❖ **Benchmark with broader economy trends:** In addition to the above jobs goal, CWEDA will also analyze and report on the following measures: number of business contacted; direct and indirect business revenues; direct and indirect job creation/retention; direct and indirect payroll/household income; and direct tax/fiscal revenue benefits
- ❖ **Measures pursuant to RCW 53.08.245:** CWEDA shall submit annually the quantitative information on program outcomes including: the number of workers trained, recruited, and placed in jobs; the types of jobs and range of compensation; the number and types of businesses that are served; and any other tangible benefits realized by the port, the workers, businesses, and the public, as required by RCW 53.08.245.

Strategic Plan

- ❖ The GOAL: CWEDA will support and facilitate the implementation of each community's plans with regard to new business investment and expansion for creation of at least 2,000 jobs across multiple sectors from 2016-20.
 - ✓ Participate in the visioning processes of local communities to collaboratively set job creation targets.
 - ✓ Establish and utilize a private sector Advisory Board to advance CWEDA's mission by identifying opportunities.
 - ✓ Maintain constant alignment between CWEDA budget resources & project priorities.
 - ✓ Create an area of influence around a Camas-Washougal legislative agenda.
 - ✓ Tell the economic development story of why and how investing in infrastructure is pivotal to local job creation.
 - ✓ Create a cohesive marketing plan tailored to needs of varied business sectors.

Marketing

- ❖ Developed a position statement that guides our organization's approach to promoting our area and business development.
- ❖ Continuing to nurture partnerships with regional brokers and associations to draw visibility to the Camas-Washougal area.
- ❖ Leveraging our success and recognition our area has received from local, regional, and national news organizations. Business In Focus featured Camas and Washougal in their March 2018 edition.
- ❖ Working with project/property owners on promotional materials.
- ❖ Attending national trade conferences to promote our area.

Business Development Efforts

- ❖ Working on the full spectrum of business development (i.e. retention, expansion, and new business)
- ❖ Business development services include site location, regulatory guidance, state assistance, incentives, permitting, workforce development, financing, etc.
- ❖ Local and regional site visits (most are anxious to visit our area)
- ❖ Small to medium sized businesses still account for the majority of market interest. But we are seeing larger interests as well.
- ❖ Companies range from medical to R&D to professional office to traditional manufacturing to retail.

Benchmarks

- ❖ Over the last 24 months, CWEDA has actively worked with 54 clients. Has fielded significantly more inquiries.
- ❖ Eleven projects have been completed or underway representing 1,538 jobs; skewed by 2 large employers.
- ❖ CWEDA has 14 active projects/clients and 4 that are considered dormant.
- ❖ Benchmark Study is complete.

Type	Complete	Active	Dormant	Dead	Total
Master Plan/Campus	2	7	1	3	13
Manufacturer	4	4	2	11	21
Research & Development	2		1	1	4
Warehouse/Storage	1			3	4
Transportation				1	1
Retail/Restaurant	1			1	2
Business & Financial Services	1	3		2	6
Recreation				3	3

Construction Benefits

Time Period	Economic Benefit		
	Direct	Indirect	Total
2011-2015:			
Business Revenues	\$62,594,000	\$21,356,145	\$83,950,145
Employment	490	154	644
Payroll	\$26,783,730	\$6,761,173	\$33,544,903
- Avg. Wage	\$54,661	\$43,904	\$52,088
2016-2020:			
Business Revenues	\$150,963,400	\$54,979,164	\$205,942,564
Employment	1,117	422	1,539
Payroll	\$61,555,876	\$17,766,490	\$79,322,366
- Avg. Wage	\$55,108	\$42,101	\$51,541
Cumulative:			
Business Revenues	\$213,557,400	\$76,335,309	\$289,892,709
Employment	1,607	576	2,183
Payroll	\$88,339,606	\$24,527,663	\$112,867,269
- Avg. Wage	\$54,972	\$42,583	\$51,703

On-Going Benefits

Time Period	Existing Activity	Added Economic Activity		
		Direct	Indirect	Total
2011-2015:				
Business Revenues	\$13,175,412	\$168,295,748	\$82,739,863	\$251,035,611
Employment	77	1,095	727	1,822
Payroll	\$4,099,962	\$102,703,378	\$63,704,187	\$166,407,565
- Avg. Wage	\$53,246	\$93,793	\$87,626	\$91,332
2016-2020:				
Business Revenues	\$6,764,994	\$287,795,600	\$139,074,914	\$426,870,514
Employment	18	1,538	1,098	2,636
Payroll	\$1,272,510	\$85,919,273	\$43,979,698	\$129,898,971
- Avg. Wage	\$70,695	\$55,864	\$40,054	\$49,279
Cumulative:				
Business Revenues	\$19,940,406	\$456,091,348	\$221,814,777	\$677,906,125
Employment	95	2,633	1,825	4,458
Payroll	\$5,372,472	\$188,622,651	\$107,683,885	\$296,306,536
- Avg. Wage	\$56,552	\$71,638	\$59,005	\$66,466

Fiscal Benefits

Time Period	One Time Revenues					Sub-Total	On-Going Revenues				Total Revenues
	Const.	REET	Dev.	Impact	Port		Property Tax		Lease	Sub-	
	Sales Tax		Fees	& SDCs	Prop Sales		General	Debt	Revenue	Total	
2011-2015:											
City of Camas	\$403,375	\$29,650	\$144,498	\$323,590	\$0	\$901,113	\$210,323		\$0	\$210,323	\$1,111,436
City of Washougal	\$0	\$10,900	\$24,898	\$100,210	\$0	\$136,008	\$24,937		\$0	\$24,937	\$160,945
Port of Camas-Washougal	\$0	\$0	\$0	\$0	\$0	\$0	\$5,254		\$366,102	\$371,356	\$371,356
Camas School District	\$0	\$0	\$0	\$0	\$0	\$0	\$265,769		\$0	\$265,769	\$265,769
Washougal School District	\$0	\$0	\$0	\$0	\$0	\$0	\$35,085		\$0	\$35,085	\$35,085
Other Local	\$691,500	\$0	\$0	\$0	\$0	\$691,500	\$165,774		\$0	\$165,774	\$857,274
State	\$3,745,625	\$10,560	\$0	\$0	\$0	\$3,756,185	\$134,080		\$0	\$134,080	\$3,890,265
Total	\$4,840,500	\$51,110	\$169,396	\$423,799	\$0	\$5,484,806	\$841,223	\$0	\$366,102	\$1,207,325	\$6,692,131
2016-2020:											
City of Camas	\$938,000	\$69,000	\$152,717	\$1,532,984	\$0	\$2,692,701	\$449,510	\$21,452	\$0	\$470,962	\$3,163,662
City of Washougal	\$38,745	\$21,215	\$52,808	\$79,095	\$0	\$191,863	\$43,296	\$1,276	\$0	\$44,572	\$236,435
Port of Camas-Washougal	\$0	\$0	\$0	\$0	\$568,000	\$568,000	\$4,129	\$3,831	\$664,704	\$672,664	\$1,240,664
Camas School District	\$0	\$0	\$0	\$1,482,396	\$0	\$1,482,396	\$399,254	\$442,857	\$0	\$842,111	\$2,324,507
Washougal School District	\$0	\$0	\$0	\$0	\$0	\$0	\$41,162	\$39,940	\$0	\$81,102	\$81,102
Other Local	\$1,674,420	\$3,383	\$0	\$0	\$0	\$1,677,803	\$218,133	\$0	\$0	\$218,133	\$1,895,936
State	\$9,069,775	\$239,610	\$0	\$0	\$0	\$9,309,385	\$396,369	\$0	\$0	\$396,369	\$9,705,753
Total	\$11,720,940	\$333,207	\$205,525	\$3,094,475	\$568,000	\$15,922,147	\$1,551,853	\$509,357	\$664,704	\$2,725,913	\$18,648,060
Cumulative:											
City of Camas	\$1,341,375	\$98,650	\$297,215	\$1,856,574	\$0	\$3,593,813	\$659,833	\$21,452	\$0	\$681,285	\$4,275,099
City of Washougal	\$38,745	\$32,115	\$77,707	\$179,305	\$0	\$327,871	\$68,233	\$1,276	\$0	\$69,509	\$397,381
Port of Camas-Washougal	\$0	\$0	\$0	\$0	\$568,000	\$568,000	\$9,383	\$3,831	\$1,030,806	\$1,044,021	\$1,612,021
Camas School District	\$0	\$0	\$0	\$1,482,396	\$0	\$1,482,396	\$665,023	\$442,857	\$0	\$1,107,881	\$2,590,277
Washougal School District	\$0	\$0	\$0	\$0	\$0	\$0	\$76,247	\$39,940	\$0	\$116,187	\$116,187
Other Local	\$2,365,920	\$3,383	\$0	\$0	\$0	\$2,369,303	\$383,907	\$0	\$0	\$383,907	\$2,753,209
State	\$12,815,400	\$250,170	\$0	\$0	\$0	\$13,065,570	\$530,449	\$0	\$0	\$530,449	\$13,596,019
Total	\$16,561,440	\$384,317	\$374,922	\$3,518,274	\$568,000	\$21,406,953	\$2,393,076	\$509,357	\$1,030,806	\$3,933,239	\$25,340,192

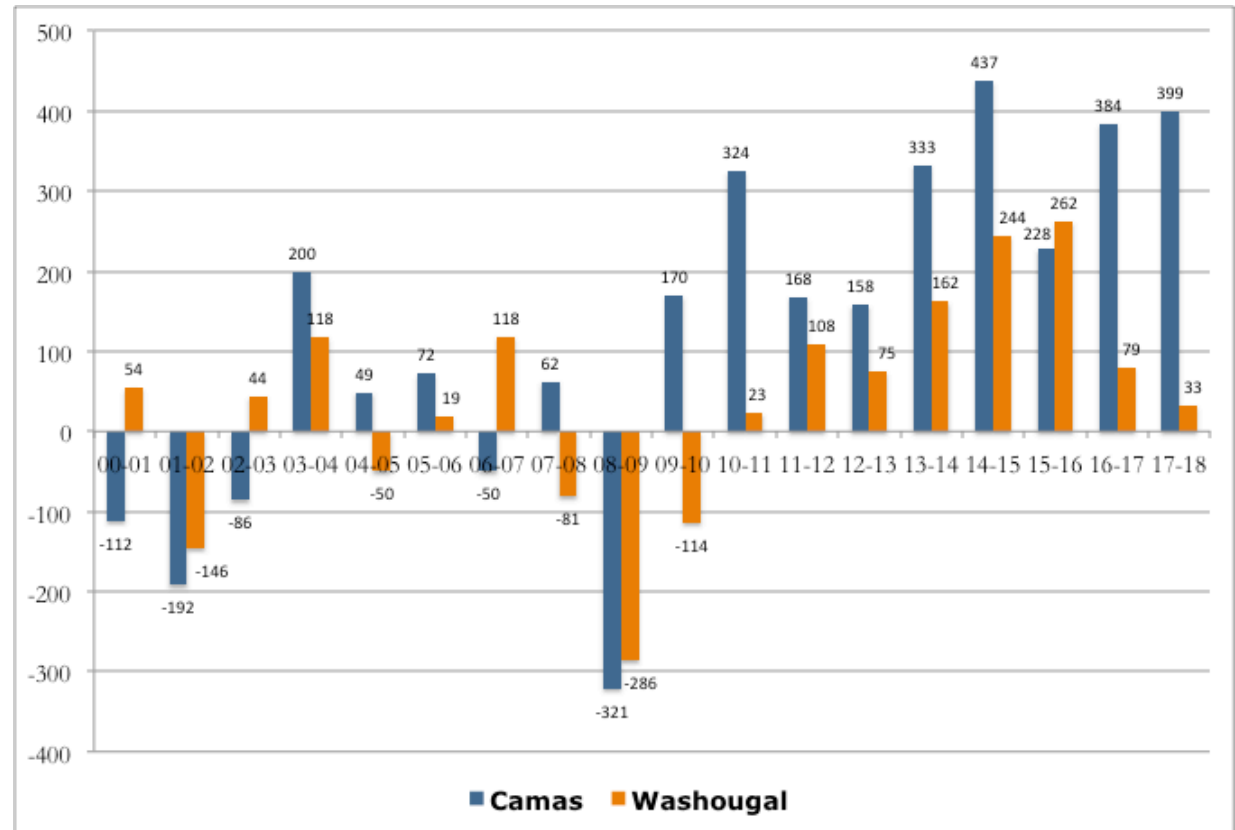
Local Job Training & Retention

- ❖ WorkSource has assisted WaferTech for the past 12+ years with their recruitment needs.
- ❖ WorkSource continues to partner with Georgia Pacific to help workers impacted by the layoff get connected to new opportunities.
- ❖ WorkSource has assisted Underwriters Laboratories and Sharp to help workers impacted by layoff get connected to new opportunities.
- ❖ WorkSource will assist Karcher regarding recent decision to relocate to Colorado.

Business	Industry	# Employees	Investment
CID Bio Science	R&D/MFG	1 (OJT) / 1 (IWT)	\$3,000 (OJT) / \$3,347 (IWT)
Innotech	Wholesale	1	\$5,000 (OJT)
Analog Devices	High Tech	3 (OJT) / 73 (IWT)	\$8,400 (OJT) / \$134,961 (IWT)
Underwriters Laboratories	Lab Testing	1	\$5,000 (OJT)
Pendleton Woolen Mills	Manufacturing	1	\$2,000 (OJT)
Riverside Marine	Boat Maintenance	2	\$9,420 (OJT)
Fitesa	Manufacturing	1	\$1,200 (OJT)
Karcher	Manufacturing	6	\$45,000 (IWT)
Plexsys	Simulation Software	27	\$23,661 (IWT)
Sigma Design	R&D/MFG	37	\$3,085 (IWT)

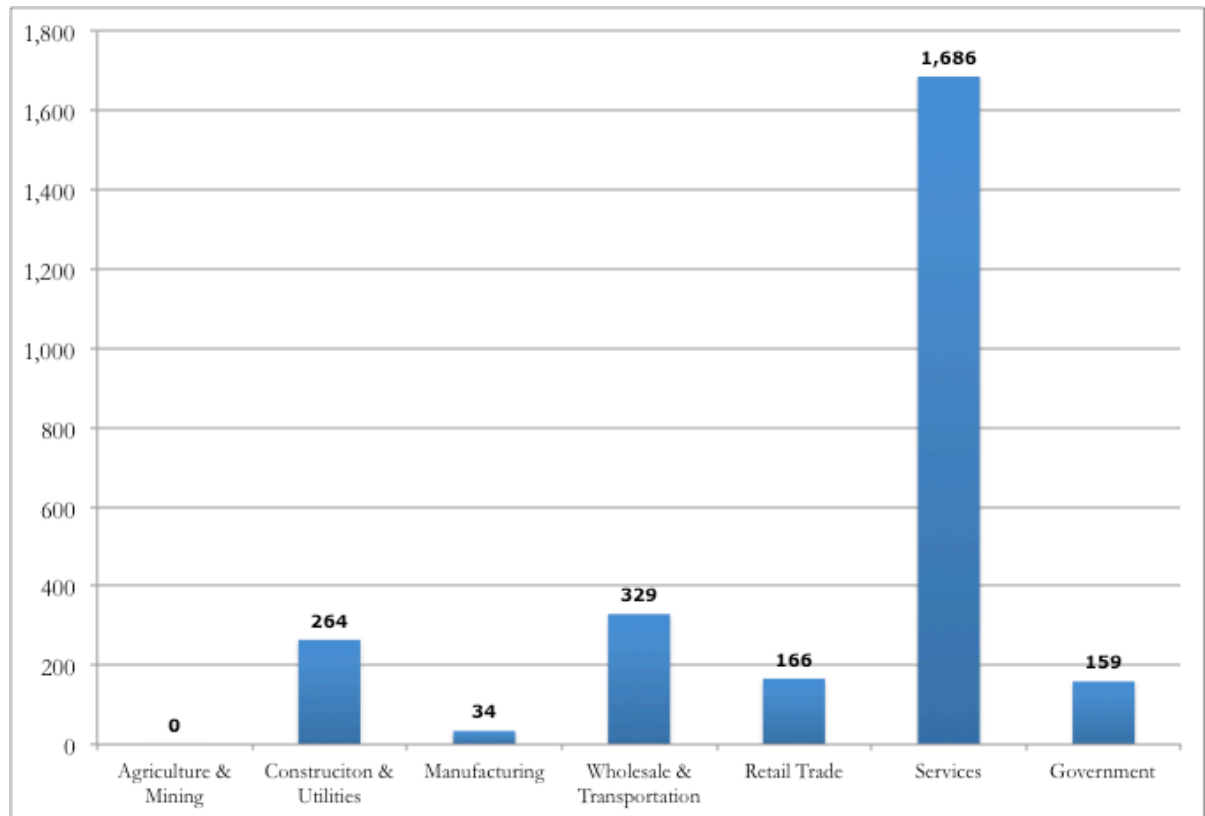
Local Economic Conditions – Jobs

- ❖ The economy affected our local area disproportionately.
- ❖ Both communities have rebounded, experiencing strong economic growth in response to their economic initiatives.
- ❖ Camas has added 2,107 jobs over the last seven years and Washougal another 963.
- ❖ 2018 proved to be another positive year for economic growth, 2019 shaping up to be one of the strongest years for private investments.



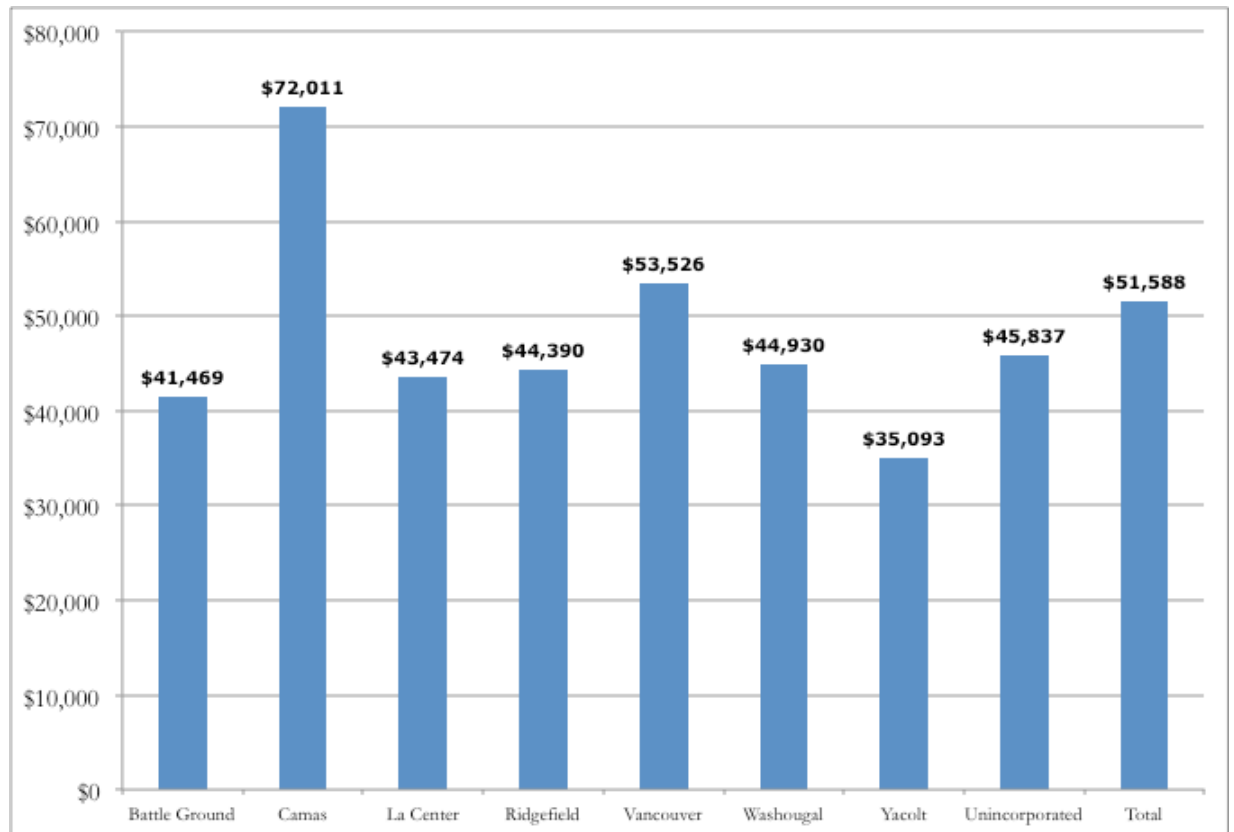
Local Economic Conditions – Jobs by Sector

- ❖ Between 2011 and 2017, job growth has occurred in almost every major sector.
- ❖ Services accounts for 64% of the job growth, primarily driven by financial services.
- ❖ Wholesale, transportation, and construction have experienced healthy gains as well.
- ❖ Manufacturing sector appears flat, however, this is before losses at the paper mill and Karcher are considered.



Local Economic Conditions – Avg. Wage

- ❖ Camas workers earn the highest wages in the county at an average of \$72,010 per year.
- ❖ Washougal workers earn \$44,930 on average.
- ❖ The countywide average for 2017 is \$51,590.
- ❖ Wages in the Camas Washougal area have grown 12%-14% over the last seven years, faster than the County as a whole.



Planning & Outreach

- ❖ Continue to work on “Incentive” programs. Including Opportunity Zones.
- ❖ Assisting partnership planning efforts (ex. waterfront, transportation, Comp Plans, etc.).
- ❖ Meeting with other business and public sector organizations.
- ❖ Assisting with site planning and bringing building space to market, especially with existing space being scarce.

Opportunity Zones

- ❖ The Tax Cuts and Jobs Act of 2017, signed into law on Dec. 22, 2017, created the Opportunity Zone program that is designed to provide tax incentives to investors who fund businesses or assets in underserved communities
- ❖ Investors are able to defer paying taxes on capital gains that are invested in Qualified Opportunity Funds that are then invested within “Opportunity Zones”
- ❖ Clark County has 7 OZs, 2 are in Washougal
- ❖ CWEDA is working with its regional partners to develop interest in a *community* based Opportunity Fund
- ❖ CWEDA is also coordinating private interests as well

Waterfront Community Center

- ❖ CWEDA was asked by its funding partners to examine whether or not a Community Center could be an anchor to activate development at the Waterfront and what would be the financial implications to the Port.
- ❖ Community Center will be a secondary anchor at best that will require additional uses to assist in activating the waterfront.
- ❖ Community Center would require 4.09 acres that results in a loss of potential commercial lease income and project value. Essentially a loss of opportunity estimated to be at least \$10.3 million.
- ❖ Port should establish financial framework and goals for the Waterfront. Consider finding a *qualified* partner to assist in developing the Waterfront that can align financial and community expectations.

Retail Development Focus

- ❖ Agreements between our three *funding* partners specify enhancing retail sales taxes
- ❖ CWEDA has assisted a few local retailers but has not been main focus of organization.
- ❖ Attended RECON in 2016 and 2018 as part of networking efforts. Result of this year is consideration of retail development strategy.
- ❖ CWEDA has received two proposals with two alternative approaches (Buxton vs. Retail Coach) Would require \$65K-\$75K.

Questions & Comments

❖ Questions & Comments.

CAMAS WASHOUGAL
ECONOMIC DEVELOPMENT ASSOCIATION

Paul Dennis, AICP

President/CEO

Camas-Washougal Economic Development Association

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Staff Report

Updated

December 17, 2018 Council Workshop and Consent Agenda

NE Lake Road and NE Everett Street Intersection Improvements Consultant Contract

Staff Contact	Phone	Email
James Carothers, Engineering Manager	360.817.7230	jcarothers@cityofcamas.us

INTRODUCTION: The City has been awarded a \$1 Million Washington State Public Works Trust Fund (PWTF) pre-construction loan for design, environmental permitting and right-of-way acquisition for the NE Lake Road and NE Everett Intersection Improvements. Staff has selected PBS as the consultant for this project.

The initial scope of work proposed is for tasks associated with Council Workshop presentations, public involvement meetings, advisory committee meetings, alternatives analyses, a 30 percent design based on the preferred alternative, and environmental review and documentation.

Once the preferred alternative has been selected, staff will present a supplement to the scope of work to complete the design, acquire right-of-way and complete the environmental permitting.

The scope of work includes the following respectively:

- Council Workshop Meeting 1 – review of project purposes and goals, advisory committee roles and responsibilities, and existing conditions and design constraints.
- Open House 1 – solicit public opinion and comment, provide information about the project and the goals drafted by the advisory committee, and to garner public insight to existing conditions and concerns (an on-line survey is also to be implemented.)
- Council Workshop Meeting 2 – review stakeholder interview summary, website survey results, Open House 1 summary, advisory committee comments, and review of the Draft Alternatives Analysis Report with a recommended alternative.
- Open House 2 – present the final preferred alternative to the general public and provide an update on the anticipated project schedule.

Update

The project scope was introduced to Council at the December 3rd Council Workshop, but the contract and the budget spreadsheet were not available at that time. Therefore, staff has placed this item on both the Council Workshop and Consent Agenda in the event that Council has questions or comments about the newly presented contract and budget spreadsheet. Please feel free to contact me with comments or questions. Thank you.

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

Agreement Number: _____

Firm/Organization Legal Name (do not use dba's):		
Address	Federal Aid Number	
UBI Number	Federal TIN or SSN Number	
Execution Date	Completion Date	
1099 Form Required <input type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input type="checkbox"/> No	
Project Title		
Description of Work		
<input type="checkbox"/> Yes _____ <input type="checkbox"/> Yes _____ <input type="checkbox"/> Yes _____ <input type="checkbox"/> Yes _____	<input type="checkbox"/> No DBE Participation <input type="checkbox"/> No MBE Participation <input type="checkbox"/> No WBE Participation <input type="checkbox"/> No SBE Participation	Maximum Amount Payable:

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation/SBE Plan
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the _____, 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.

In the absence of a mandatory UDBE, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall submit a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation. Non-minority, woman owned DBEs does not count towards UDBE goal attainment.

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:	If to CONSULTANT:
Name: _____	Name: _____
Agency: _____	Agency: _____
Address: _____	Address: _____
City: _____	City: _____
State: _____ Zip: _____	State: _____ Zip: _____
Email: _____	Email: _____
Phone: _____	Phone: _____
Facsimile: _____	Facsimile: _____

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 acknowledgment between the parties. Such final written acknowledgment 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 acknowledgment, 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 acknowledgment between the parties. Such final written acknowledgment 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 rate 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 acknowledgment.

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 car 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. Detailed statements shall support the monthly billings 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.

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.

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.

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

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. The Parties have mutually negotiated this waiver.

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.

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: _____

Agency: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____

Phone: _____

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 part, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

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.

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, scribbings, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

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

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

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

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

Signature

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Exhibit A Scope of Work

Project No.

Exhibit B

DBE Participation/SBE Plan

In the absents of a mandatory UDBE, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall submit a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

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

B. Roadway Design Files

C. Computer Aided Drafting Files

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

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

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

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D
Prime Consultant Cost Computations

Exhibit E

Sub-consultant Cost Computations

There is not 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.

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.

Exhibit G ***Certification Document***

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

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of

whose address is

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 _____

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.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of _____

I hereby certify that I am the:

☐

☐ Other

of the _____, and _____

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 _____

and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

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 require 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.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification 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 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 _____* are accurate, complete, and current as of _____**.

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: _____

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.

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant has 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.

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) total a \$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.

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 associate 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



CITY OF CAMAS, WASHINGTON

Scope of Work

NE Lake Road and NE Everett Street (SR-500): Design and Environmental Permitting Through 30% Plans City of Camas Project # T1011

INTRODUCTION

PBS Engineering and Environmental Inc. (PBS) and their Consultant team have been selected by the City of Camas to perform traffic and design engineering, environmental permitting, public involvement and other related professional services for the NE Lake Road and NE Everett St. (SR-500): Intersection Improvements Project. Professional services will include evaluation of roundabout and traffic signal options, evaluation of alignment options, traffic engineering, , environmental process & permits, and utility coordination. This project is assumed not to have federal funding.

The project team currently includes:

- Kittelson & Associates, Inc. (KAI) – Traffic Analysis and design
- BergerABAM – Structural engineering, environmental permitting and documentation, and public outreach
- Archaeological Investigations Northwest (AINW) – cultural resources investigation

The Project is funded with Public Works Trust Fund money for design and right of way and is expected to have local or TIB funding in the construction phase.

Although the Project has several properties which were purchased with Washington State Recreation and Conservation Office (RCO) Funding in the immediate vicinity of the project, it is assumed that this project will avoid impacts to those parcels.

This phase of the project will take the analysis and design through the alternatives analysis phase with a recommended alternative accepted by the City and then the design will continue through the 30% phase. Upon City approval of the recommended alternative a supplement agreement will be prepared to complete the project design, permitting, and right of way acquisition. It is assumed that this first phase of the project design will last up to 5 months.

PROJECT DESCRIPTION/BACKGROUND

NE Everett Road (SR-500) and NE Lake Road is currently a 3-legged signalized intersection. The surrounding area includes Lacamas Lake, forested lands owned by the City of Camas (City) and Clark County, and to the north along SR-500 a bridge over a body of water connecting Lacamas Lake and Round Lake. This intersection connects two roads that are critical links between the south shore and north shore areas of Camas. Average daily traffic entering the intersection is well over 15,000. Camas has received State pre-construction funds from the Public Works Board to complete design, permitting, and to secure the necessary property rights for this project. An alternative

analysis and intersection type evaluation will be completed to identify the appropriate intersection improvement. Currently the project is not funded for construction.

The project limits extend from the northern property line of the Camas Produce Store (located to the south of the intersection of Lake Road and Everett Street) to the Everett Street Bridge to the north, and from the sidewalk terminus at the Lodge, to the intersection of Lake Road and Everett Street intersection. The project area also includes the City owned property, east of the intersection, in its entirety.

OVERALL PROJECT ASSUMPTIONS

- The traffic data collected by DKS in April of 2018 will be used for the traffic analysis.
- Project is anticipated to go out to bid in early 2020
- Project is anticipated to be constructed in 2020
- The City is anticipated to resolve Conservation Futures property impacts including arranging for any required land exchange
- City staff will approve a tree permit
- The Scope of work is based on the assumption that a signal and a roundabout will be analyzed as the potential intersection improvement alternatives. This scope will need to be amended after a preferred alternative is accepted by the City.

SCOPE OF WORK

TASK 1: PROJECT MANAGEMENT AND ADMINISTRATION

PBS shall oversee project tasks and coordinate with City representatives to manage the scope, schedule and budget for the design engineering phase. The current phase of the project is assumed to take up to 5 months to complete.

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.
- 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.
- Maintain required contract documentation. Provide copies of project files and records to the CITY for audits and public information requests. Final documents shall be provided in electronic format as requested.

Deliverables

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

Subtask 1.2 Meetings

This item includes the coordination and meetings necessary to successfully complete the project.

- Preparation for and attendance at project kickoff meeting with City Staff including up to two PBS staff attending a 2-hour kickoff meeting with City staff in Camas.
- Up to 17 weekly phone meetings with City Staff
- Up to 5 internal PBS design team coordination and meetings.
- Preparation for and attendance monthly (5) project coordination meeting with City staff including and up to two PBS staff. Other consultant team members will attend meetings as needed.
- Meet with City staff after the review of the 30% plansubmittal, this meetings will be attended instead of the monthly meeting these months.

Deliverables

- Meeting Agendas and Meeting Summaries
- Design Submittal Comment Review and Response Log

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.
- Prepare and maintain project design schedule. The schedule shall identify CONSULTANT tasks and items provided by CITY and other consultants. The schedule shall be updated as circumstances require or as requested by the CITY (assumes 1 update).
- The Consultant shall prepare and submit an activities list and schedule to the City following the Notice to Proceed. The schedule shall show appropriate milestones for the Project, including intermediate and final submittal dates for design documents and key decision points.
- The Consultant shall coordinate Consultant tasks and activities with the City.

Deliverables

- Project Schedule& Schedule Updates
- Summary notes of coordination efforts
- QA/QC Program

Subtask 1.4 WSDOT Coordination

- The Consultant will coordinate with WSDOT and the City of Camas for all applicable WSDOT procedures, approvals, and processes related to the project.
- WSDOT coordination meetings with the City and the Consultant will be held for key aspects of the project.

Deliverables

Coordination meeting agendas and meeting summaries.

TASK 2: SURVEYING

Subtask 2.1 - Surveying and Base Map

PBS will perform boundary resolution, topographic surveying and data collection services to include the following:

- Establish a control network throughout the project limits based on the Clark County horizontal and vertical datum (NAD 83/91 & NGDV29/47).
- 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 current right-of-way location.
- Order and obtain title reports for adjacent properties

PBS will meet with City staff to discuss right-of-way issues discovered prior to completing the survey. Once the right-of-way has been resolved a "Pre-construction" Record of Survey will be filed with the Clark County Surveyor's Office showing the centerlines, right-of-way lines and found monuments within the right-of-way along the project route.

- Perform topographic survey along the project corridor starting from the entrance of the Fallen Leaf Park entrance to the southern bridge abutment north of said intersection (right-of-way to right-of-way plus 20-ft on the privately owned parcel), and from a point 50 feet west of the sidewalk terminus at the Lacamas Lake Lodge to the intersection of Lake Road and Everett Street intersection (right-of-way to right-of-way plus 20 feet on the privately owned Gano property to the west). Topographic survey will also include the City owned property (Tax Lot 124541000 East of the intersection of Lake Road and Everett Street), and the Lacamas Park parking lot (North of the City property). A survey of trees will be performed within the area shown on the attached exhibit. This will include the placement of tree identification medallions in support of arborist coordination. Topographic survey will also include targets for an aerial drone survey. PBS will conduct research of existing records for information on available as-built and utility maps, request One-Call utility locates and field survey existing above ground features (i.e. edge of pavement, curbs, sidewalks, buildings, trees, utilities, etc.), including cross sections necessary to produce one foot contour intervals. See attached exhibit for survey limits
- Prepare legal descriptions and exhibits for right-of-way acquisition and easement takes. It is assumed that there will be 4 legals/exhibits to prepare.
- Prepare existing surface model reflecting collected topographic survey and breaklines.

Subtask 2.1.2 Base Map

- Upon completion of topographic survey and development of the surface model, PBS 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 2.1.3 Site Visits

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

Subtask 2.1.4 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.

Assumptions

- Traffic control (flagging) will be billed as an expense
- Traffic control plan (TCP) will be provided by the traffic control company and billed as an expense
- Title reports will be billed as an expense
- All Pre-construction recording and associated fees (county review, mylar, etc.) will be billed as an expense

Deliverables

- Topographic Survey
- Pre-construction Record of Survey
- Surface Model
- Basemap
- Legal Descriptions and Exhibits
- Project Photos

TASK 3: GEOTECHNICAL ENGINEERING

Subtask 3.1 Geotechnical Engineering

This task includes work to conduct a geotechnical investigation to evaluate pavement, soil and groundwater conditions along the project alignment. Tasks include geotechnical design recommendations and construction guidelines for the proposed new roadway design and intersection (signalized or roundabout), including pavement design, roadway embankments, stormwater detention facility, utility trench construction, retaining walls, and traffic signal pole foundations. The work will be conducted in general conformance with City of Camas (City) Design Standards, Washington State Department of Transportation's (WSDOT's) Geotechnical Design Manual, and Washington State Department of Transportation's (WSDOT's) Highway Runoff Manual (HRM). Specific tasks include:

- Review readily available geologic, groundwater, and soil survey maps that cover the project vicinity.
- Review available geotechnical reports prepared for nearby developments (available in our files) and provided by the City.
- Conduct a reconnaissance of the project alignment.
- Mark the proposed exploration locations in the field and notify the "One Call" service for public utility locates.
- Prepare WSDOT approved traffic control plans for and provide traffic control during completion of field explorations (if needed).
- Advance three drilled borings to characterize subsurface soil and groundwater conditions. We

anticipate that one day will be required for drilling.

- Drill one boring to a depth between 40 feet below grade or practical refusal for signal foundation design purposes and two borings to a depth of 25 feet below grade or practical refusal to evaluate pavement subgrade conditions. Collected SPT samples at 2.5- and 5-foot intervals to evaluate subgrade strength and characterization of deeper soil conditions for potential traffic control structure at the intersection.
- Excavate up to six test pits to depths between 12 feet below ground surface (bgs), or practical refusal
 - No infiltration tests will be performed
- Maintain a log of the soils encountered in the explorations and collect soil samples for laboratory testing.
- Restore the explorations in the following manner:
 - Borings - Backfill the drilled borings in accordance with City of Camas standards. In paved areas, the surface of the boreholes will be patched with concrete or asphalt. Excess soil cuttings from the Borings will be placed on site.
- Conduct a program of laboratory testing on select soil samples. The actual quantity and type of tests run will be based on the materials collected, though for budgeting purposes include up to (if needed or appropriate)
 - 1 particle-size distribution tests (sieve analyses)
 - 4 percent fines determinations (percent passing the No. 200 sieve)
 - 20 moisture content and/or density determinations
 - 2 Atterberg Limits determinations
 - 1 organic content determinations
 - 1 modified compaction testing (ASTM D1557)
 - 1 compacted California Bearing Ratio test CBR
- Conduct engineering analyses to evaluate:
 - Utility trench construction guidelines. (excavations and backfill)
 - Embankment construction alternatives. (structural fill)
 - Pavement design for Asphalt and Concrete for 20- and 40-years life.
 - Retaining wall earth pressure design parameters (including active, at-rest, and passive pressures).
 - Retaining wall foundation design parameters.
 - Traffic signal foundation design parameters.
 - Seismic design parameters.
 - Earthquake and geologic hazards.
 - Excavations and cut/fill slopes.
- Prepare a draft geotechnical report summarizing the results of the subsurface exploration and laboratory testing programs and presenting appropriate recommendations and conclusions.
- Prepare a final geotechnical report incorporating requested changes/updates from the project team's review of the draft report.
- 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:

- Rights of entry will be obtained under other work tasks for work outside the right of way.
- Field work will be performed during daylight hours.
- If contaminated soils are encountered, then additional charges will be incurred for equipment decontamination, testing, and soil disposal.
- Work will commence after archeological investigation is completed
- Archeologist will be required to monitor testpit and boring activities (2 days). Included in task 6
- The City and WSDOT will issue a street use permit at normal cost to the Consultant and the Consultant will submit the cost as an expense for review of the traffic control plan.
- Infiltration testing will not be performed.

Deliverables

- Draft geotechnical report (electronic PDF copy) at the future 60% design submittal.
- Final geotechnical report (electronic stamped and signed PDF copy, word stamped and signed document and up to 3 hard copies as requested) at the future 90% design submittal.

TASK 4: TRAFFIC ENGINEERING

Subtask 4.1 Traffic Analysis Report

Task 4.1.1 Existing Transportation Facilities and Traffic Conditions

- Document existing roadway facilities, including the number of travel lanes, lane and shoulder widths, presence of curbs and bridges within the project limits.
- Document the location and width of existing sidewalks, crosswalks and pathways.
 - Document existing sidewalk connections with the City's current or proposed trail system.
- Document existing bikeway facilities, including the location of bike lanes and shoulders on Lake Road and Everett Street.
- Document existing pedestrian facilities, including desired origin and destination in the vicinity of the study intersection.
- Traffic counts performed in the Spring of 2018 for the City will be used. No additional counts will be collected.
- Summarize the existing conditions analysis that will be incorporated into Traffic Analysis Report (see Task 4.1.5).

Task 4.1.2 Future No-Build Traffic Conditions

- Review base and future year 2040 projected traffic volumes (or most current available) using model information provided by the Southwest Washington Regional Transportation Council (RTC).
 - Kittelson will coordinate and obtain required model runs with RTC.
- Prepare an assessment of future demand and operations for approved in-process development that may affect the project.

- Develop future 2040 weekday AM and PM peak hour traffic volume projections at the study intersections.
- Travel Demand Validation: Future travel demand shall be estimated at the intersection to be evaluated and determine how it will operate with the projected traffic demand and potential modification needs shall be identified that accommodate future traffic demand.
- Summarize future No-Build traffic conditions that will be incorporated into Traffic Analysis Report (see Task 4.1.4)

Task 4.1.3 Future Build Traffic Conditions with Signals and Roundabouts

- Conduct an alternative evaluation comparing potential traffic signals and roundabouts at the study intersection.
 - Preliminary capacity, delay and traffic signal warrants shall be evaluated at the study intersection to determine whether a new traffic signal will be needed in the future and when the signal will be needed.
 - Analyze roundabout operations at intersection under 2040 traffic conditions during the weekday AM and PM peak hours. The capacity and delay will be evaluated for each roundabout approach using the HCM 6th Edition methodology to confirm the appropriate roundabout size and number of lanes needed to service the forecast traffic volumes.
 - Conduct a queuing analysis of projected 2040 weekday AM and PM peak hour conditions to determine storage length needs at the project study intersections for the respective intersection controls, as appropriate.
 - Evaluate access relative outcomes of Build traffic operations analyses.
 - Evaluate the feasibility of a potential enhanced crossing on the north leg of the study intersection and the potential impact it may have on the respective intersection alternatives.
- Sketch-Level Roundabout Design for up to three (3) layouts.
 - Review and discuss sketch concepts with the project design team. Work collaboratively with the City and project design team to identify preferred roundabout concept for further refinement.
- Summarize future Build traffic conditions that will be incorporated into Traffic Analysis Report (see Task 4.1.4)
 - This portion of the report will document the preferred intersection traffic control for the key intersection (signal and roundabout).

Task 4.1.4 Traffic Analysis Report

- Preparation of a draft and final Traffic Analysis Report that summarizes the project elements above.
- Respond to draft report review comments and submit a final report.
- Coordination with the air quality and noise teams to provide SYNCHRO reports (if roundabouts, output files from HCM 6th Edition methodology) and preliminary channelization plans required for their analyses.

Subtask 4.2 Intersection Control Analysis – ICA

The consultant will conduct an intersection control analysis (ICA) for the study intersection. Initial CAD Intersection Design based on preferred layouts developed in Task 4.1.3.

- Prepare 15%-level preliminary designs at the intersection in AutoCAD for the preferred layout/configuration for both the roundabout and signal alternatives, respectively. The designs will include basic horizontal geometric design elements, including edges of travel way, channelization striping and islands, sidewalks, crosswalks, and truck apron (for roundabout). The designs will ensure the geometry incorporates key operational and safety features including design speed objectives, speed consistency principles, design vehicle accommodations, and bicycle/pedestrian treatments.
- Prepare engineering drawings showing AutoTurn vehicle paths through critical turning movements of the roundabout for the design vehicle for both alternatives.
- For the roundabout alternative specifically:
 - Prepare sketch-level drawings showing "fastest path" design speeds for all critical approaches of the roundabout in accordance with NCHRP Report 672.
 - Evaluate stopping and intersection sight distances at roundabout in accordance with guidelines from NCHRP Report 672. Determine the sight distance triangles needed at each roundabout approach and within the central island as a guideline for potential easements and landscape design. Prepare an exhibit showing the recommended sight lines.
- Evaluate access along the approaches based on layouts for both alternatives respectively and support project team and City staff to address access needs.

Deliverables

- Draft and Final Intersection Control Analysis Memorandum

TASK 5: ALTERNATIVE ANALYSIS

The intent of this section is to conduct an intersection control analysis associated with the project intersection as analyzed as part of Section 4.2 based on WSDOT's ICA approach:

Subtask 5.1 Alternative Analysis

Task 5.1.1 Summarize traffic operations

- Summarize traffic operations analysis results for both roundabouts and signals from Task 4.1.3 to be incorporated into combined Alternatives Analysis Report

Task 5.1.2 Alternatives Preliminary Design & Estimates

Consultant will assist with the preparation of the conceptual plans and conceptual construction cost estimates for each of the alternatives analyzed, by peer reviewing refine intersection layouts and related construction costs.

PBS Team will be responsible to provide design engineering services for the deliverables outlined below for the following submittals in support of task 8:

- Design Memorandum
- Decision Matrix
- Alternative Analysis

Subtask 5.1.3 Design Memorandum, Decision Matrix and Alternative Analysis

Consultant Shall summarize the roadway design standards and decisions in an excel spreadsheet for City staff concurrence. Standards will include but not be limited to:

- Right of way
- Lane widths
- Curb return radii
- Roadway cross-section
- Roadway section depth
- Design speed
- Design vehicle
- Transition tapers
- Max. and min. profile grades
- Vertical curve criteria

Alternative analysis

Consultant shall prepare conceptual designs and conceptual order of magnitude comparison estimates for each of the alternatives listed below.

Aspects to be included in the alternative analysis report will be:

- Signalized intersection (1 layout)
- Roundabout (up to 3 layouts)

Consultant shall develop each alternative to concept level design sufficient to establish horizontal construction limits, order of magnitude estimates and identify major construction activities. Each alternative shall have a horizontal alignment developed that meets appropriate design standards. Consultant shall prepare a drawing stamped "preliminary" for each alternative. The drawing shall utilize available aerial imagery and GIS boundary and environmental data. Geometric design elements that do not meet design standards shall be identified as needing a design exception. Consultant shall analyze each alternative and determine the potential benefits and impacts associated with construction of the proposed alternative. Potential benefits and impacts to be considered include, but are not limited to, right-of-way, safety, utilities, construction costs, permitting and environmental impacts.

This subtask will include a summary of the identified impacts and cost estimate associated with each alternative to allow City to determine which alternative to move forward to design and construction.

Alternative Analysis Report

Aspects to be included in the alternative analysis report will be:

- Roundabout versus Signalized Intersections
- Roundabout options
- Preferred alternative

Deliverables

- Summarize preliminary design evaluation to be incorporated into the Alternatives Analysis
- Design Memorandum
- Draft and final alternatives analysis memo

Subtask 5.2 Intersection Landscape Alternatives

Not currently included.

TASK 6: ENVIRONMENTAL REVIEW AND DOCUMENTATION

Subtask 6.1 – Environmental Permitting

Local funding for the NW Lake Road and Everett Road project is secured solely through the Public Works Trust Fund for the preliminary engineering and right-of-way phases. Environmental permitting tasks are summarized below in Tasks 6.1.1 through 6.1.12.

Environmental Review and Documentation Task Overall Assumptions

- Federal funding is not secured at this time and, therefore, the National Environmental Policy Act (NEPA) process is not anticipated. But, if federal funding is added to the project, the project team has applicable technical expertise and can easily respond to address the required NEPA documentation associated with federal funding.
- Permit fees will be paid for by the City.
- The shoreline substantial development permit and conditional use permit and critical areas permit will be processed as Type 2 applications and hearing examiner approval will not be required.
- City will conduct one round of review for all permit narratives and technical memoranda. Documents will be provided electronically.
- Meetings are limited to those defined in project tasks.
- Consultant will assemble and submit applications to the City.

Subtask 6.1.1 – Wetland and Waterbodies Delineation and Assessment

The Consultant will delineate the boundaries of wetlands and ordinary high water mark (OWHM) within the study area. Wetland boundaries will be delineated in accordance with the criteria and methods described in the U.S. Army Corps of Engineers (USACE) 2010 Regional Supplement to the USACE Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region – Version 2.0 (USACE 2010). OWHM boundaries will be demarcated according to the criteria defined in the Washington State Department of Ecology (Ecology) publication titled – Determining the Ordinary High Water Mark for Shoreline Management Act Compliance in Washington State (2016). The study area for the project as shown in Figure 6.1 includes portions of the rights of way at the intersection of NE Lake Road and NE Everett Road (State Route 500), the City owned parcel located east of the intersection (Parcel Number 124541000), and portions of Parcel Numbers 124522000, 90249000, 91025001, 90941000, 124502000, 124524000, and to the southern terminus of Lacamas Village mobile home park. To complete this effort the Consultant will conduct the following tasks.

- Review background information including soil maps, topographic maps, National Wetland Inventory maps, and recent and historic aerial photos. To assist in determining the location of jurisdictional wetlands.
- Conduct a field investigation and collect the appropriate data, determine the wetland boundaries, record the boundaries using a GPS unit capable of post-processed sub-meter accuracy, and flag them in the field for future verification by regulating agencies.

- Delineate the OHWM of Lacamas Lake north of the existing intersection and the Round Lake slough east of the intersection.
- Prepare a project-specific wetland and waterbodies delineation and assessment report for the study area that summarizes the findings of the field investigations.
- Compile the data collected in the field onto wetland data sheets and summarize the results in report form.
- Evaluate pertinent records concerning wetland alterations and site hydrology as required by the delineation method.
- Assess all delineated wetlands using the most recent version of the Washington State Wetland Rating System for Western Washington (Ecology 2014).
- Prepare the graphics required for concurrency by the regulating agencies for inclusion in the delineation report.
- Participate in one 2-hour meeting with the Consultant design team to discuss the mapped wetlands within the corridor and identify opportunities to avoid and minimize wetlands impacts and permitting strategies.
- Prepare for and participate in one 4-hour on-site meeting with the U.S. Army Corps of Engineers (USACE) to review the delineated wetlands to facilitate agency review and concurrence with the delineation.

Assumptions

- The study area for the wetland and waterbodies delineation will be limited to the area shown in Figure 6.1. The City will coordinate rights of entry to parcels not owned by the City.
- No direct wetland impacts will result from the project and no authorizations are needed from the USACE or Washington Department of Ecology.
- City will conduct one round of review on the wetland delineation; any resulting edits will be minor and will not require additional technical analysis.

Deliverables

- Draft and final wetland delineation report (one electronic copy)

Subtask 6.1.2 – Habitat Assessment

The project site is mapped as having both riparian and non-riparian priority habitats. The riparian habitats are associated with Lacamas and Round lakes. The forested area on Parcel Number 124541000 is mapped as part of the larger biodiversity area and corridor surrounding Round Lake. To complete the habitat assessment the Consultant will conduct the following tasks:

- Conduct a qualitative assessment of the riparian and non-riparian habitat within the project area in accordance with the Washington Department of Fish and Wildlife Priority Habitat and Species List (2018).
- Prepare descriptions of the existing conditions of any habitat identified and a description of functions the habitat provides.
- Capture the existing baseline conditions of the site that can be used in other tasks to quantify impacts and develop appropriate mitigation measures.

Assumptions

- The study area for the habitat assessment will be limited to the area shown in Figure 6.1. The City will coordinate rights of entry.
- City will conduct one round of review on the habitat assessment; any resulting edits will be minor and will not require additional technical analysis.

Deliverables

- Draft and final habitat assessment report (one electronic)

Subtask 6.1.3 – Camas Tree Survey Permit

It is expected that the planned road design improvements will result in the removal of existing trees in the intersection vicinity. The City of Camas regulates trees considered "significant trees". These are defined by CMC 18.03.050 Environmental Definitions as evergreen trees 8-inches and larger in diameter at breast height (dbh), and deciduous trees, other than red alder or cottonwood, twelve inches and larger in dbh. For the tree/vegetation survey the Consultant will conduct the following tasks.

- A professional forester will identify all trees meeting the above criteria by species with dbh and health condition.
- Record their position during the topographic survey.
- Conduct a hazardous tree inventory condition assessment as part of the inventory to document trees that are not required to be included in the tree inventory as tree units.
- Conduct two, 8-hour site visits to perform field verification, data collection, and to flag species regulated by city ordinances.
- Evaluate the proposed project design impact to trees.
- Prepare a tree plan summarizing the existing tree species and diameter, tree health condition, hazardous tree appraisals, and preservation.
- Prepared a restoration plan to mitigate for trees impacted at the suggested 2:1 replacement ratio per CMC 16.51.125(B) using native trees that are a minimum caliper of two inches. Replacement trees may include mitigation plantings, applicable street trees, City tree fund or some combination thereof.
- Tree replacement will also be required to meet the City tree density requirements.
- Tree removal options will include assessment of three roundabout alternatives and one signal alternative.

Assumptions

- The tree survey area is limited to the area shown in Figure 6.1.
- The City will conduct one round of review and comment on the tree survey and tree restoration plan.
- The tree restoration plan will accompany the other project permits, but will not require a separate permit application.
- Tree mitigation locations will be combined with the critical areas mitigation plan, Task 6.1.6 to the extent possible.

Deliverables

- Draft and final tree survey (one electronic copy)
- Draft and final tree restoration plan (one electronic copy)

Subtask 6.1.4 – Type II Critical Areas Permit/Pre-application Conference Application

The project area contains critical areas, outside of shoreline jurisdiction, that would be regulated under the City's Critical Areas Ordinance (CMC Chapter 16.51 to 16.61), including wetlands, fish and wildlife conservation areas, regulated trees, and associated buffers. Because it is anticipated that the project will require some degree of impact to critical areas, including tree removal, applicable to the critical areas ordinance, a Type II critical area permit (CMC 16.51.125) will be required. The critical areas permit application will include the necessary forms and a critical areas report that summarizes how impacts will be avoided, minimized, and/or mitigated for each type of critical area, including supporting documents, such as the wetland delineation (Subtask 6.1.1), habitat assessment (Subtask 6.1.2), tree inventory and restoration plan (Subtask 6.1.3), critical areas mitigation plan (Subtask 6.1.6), and flood hazard assessment (Subtask 6.1.7).

It is expected that tree removal will be necessary for the project that will result in a loss of priority habitat areas and significant trees. Mitigation associated with the tree impacts will be detailed in the critical areas mitigation plan (Subtask 6.1.6) and summarized in the critical areas report.

The Consultant will prepare a City pre-application conference application prior to submittal of the critical areas permit application. This will include a project narrative, application form and conceptual engineering plans. Three Consultants will attend a one hour meeting with City staff to review the city requirements and confirm application submittal requirements.

The Consultant will request a copy of the draft Type II staff report for the critical areas permit and will circulate the draft staff report to the project team via email for review and input. The Consultant will collect and compile team comments on the staff report and will respond to City review staff with any suggested edits to the staff report.

Assumptions

- Draft pre-application conference application
- Final pre-application conference application
- Critical areas impacts may include both temporary and permanent impacts
- The Consultant includes one round of review and comments on the City's draft staff report
- Recording of a covenant or tract to preserve critical areas and/or project mitigation, if necessary, will be handled by the City

Deliverables

- Draft critical areas report consisting of a narrative and summary of impacts/mitigation of critical areas for City review (one electronic copy)
- Final critical areas report based on City comments
- Application form and compilation and submittal of the compiled application package
- Draft staff report review comments

Subtask 6.1.5 – Shoreline Management Permit

The shoreline master program (SMP) applies to shorelands extending two hundred (200) feet in all directions from the ordinary high water mark (OHWM) of waterbodies designated water of the state. The corridor alignment and proposed improvements are located within 200 feet of the OHWM of Lacamas Lake and is subject to the Camas Shoreline Master Program. Arterial roadways are permitted in the Medium Intensity environmental designation and are permitted conditionally in the Urban Conservancy designation.

The shoreline permitting process will require documentation that shows no net loss of shoreline functions within the shoreline area, along with a design that minimizes shoreline impacts, and maintains safe public access to Lacamas Lake. The Shoreline Substantial Development and Conditional Use Permit applications will require review and approval by the City Shoreline Management Review Committee and it is assumed that hearings examiner review and approval is not needed; however shoreline committee attendance by the Consultant may be required, and up to three Consultants would attend this meeting if needed. The shoreline conditional use permit is subject to approval from the Department of Ecology (DOE). Specific regulations relating to transportation uses outlined in SMP 6.3.14 and all other applicable shoreline regulations will be addressed in the permit application, along with conditional use permit criteria.

For the Shoreline Permit, the consultant will:

- Prepare the combined shoreline substantial development and conditional use permit application including:
 - the general application form
 - mailing list of property owners within three hundred feet of the proposed improvements
 - SEPA checklist (described in Task 6.1.8 of this scope of services)
 - project narrative
 - vicinity map showing the location of waterbodies within three-hundred feet of the improvements
 - proposed engineering plans (described in Task 8).
- The shoreline narrative will address critical areas within shoreline jurisdiction and summarize the critical areas impacts and mitigation detailed in the Critical Areas Mitigation Plan (Subtask 6.1.6).

Assumptions

- The shoreline substantial development and conditional use permit application will be combined into one submittal.
- A JARPA will not be necessary because work below the OHWM of regulated waterbodies or wetlands will not occur.
- The Consultant will conduct one round of review of the draft shoreline substantial development and conditional use permit application.
- A hearings examiner hearing will not be necessary for shoreline permit approval.

Deliverables

- Draft and final combined shoreline substantial development and conditional use permit application package (one electronic copy).

Subtask 6.1.6 – Critical Area Mitigation Plan

As previously described, the project area contains critical areas, both within and outside of shorelines. It is anticipated that the project will have impacts to wetland buffers, riparian habitat, non-riparian habitat, and "significant trees" as defined by CMC 18.03.050 and the mitigation plan will include a detailed discussion of these impacts. To compensate for impacts to critical areas, the Consultant will prepare a critical areas mitigation plan that details temporary and permanent impacts to critical areas regulated by the City. To develop a mitigation strategy that results in no-net loss of function, the Consultant will assess up to four potential sites within Lacamas River watershed that can accommodate wetland buffer, riparian habitat, and non-riparian habitat mitigation. The plan will include:

- A description of temporary project impacts that can be adequately mitigated by restoring impacted areas to their existing conditions.
- A summary of the restoration plan in Subtask 6.1.3, mitigating for trees impacted at the suggested 2:1 replacement ratio per CMC 16.51.125(B) using native trees.
- Mitigation strategy that replaces wetland buffer, riparian habitat, and non-riparian habitat at an off-site location that results in no net loss of critical area functions and values.

Assumptions

- Temporary project impacts are adequately mitigated through construction methods, best management practices, and restoring impacted areas.
- Frequently flooded areas occur within the project area but will be addressed under Subtask 6.1.7.
- Significant tree impacts and associated mitigation are addressed in Subtask 6.1.3.
- No direct impacts will occur to wetlands within the project area.
- The Consultant will review up to four, City identified sites that can accommodate riparian, non-riparian, and wetland buffer mitigation.
- The Consultant includes up to three 2-hour meetings to discuss mitigation sites and strategy with City staff.

Deliverables

- Draft and final critical areas mitigation plan (one electronic copy)

Subtask 6.1.7 – Flood Hazard Assessment (CONTINGENCY)

- Not currently included

Subtask 6.1.8 – SEPA Documentation

The Consultant will complete a SEPA checklist limited to the proposed project corridor which contains critical area with grading activities. The SEPA checklist will be provided to the City and the City will issue the SEPA determination.

Assumptions

- The Consultant will not conduct any additional studies to support the SEPA checklist.
- The City will act as the SEPA lead agency and issue a threshold determination.

- The SEPA threshold determination is anticipated to be a Determination of Nonsignificance (DNS) or a Mitigated Determination of Nonsignificance (MDNS).
- A SEPA environmental impact statement will not be required.

Deliverables

- Draft and final SEPA checklist

Subtask 6.1.9 – Clark County Legacy Lands and Conservation Futures

A portion of the anticipated road alignment was acquired via the Clark County's Conservation Futures program which sets aside parks and natural areas known as Legacy Lands. Monies are spent using a countywide property tax initiated in 1985 (6.25 cents/\$1,000 assessed property value) and the lands are purchased throughout the county, including within city boundaries. The land is set aside with long-term grant obligations similar to those affecting federal and state recreation and conservation resources. The conversion of these lands to a transportation use will require a replacement of land in-like-kind and utility. Conservation Futures and the conversion of these lands is described in the *Clark County Conservation Futures Legacy Lands Program Guidance Manual* (June, 2013) and the revised code of Washington (RCW) 84.34.

Three Clark County Legacy Lands exist within the project area - Fallen Leaf Lake Park, Lacamas Lake Park, and the Heritage Trail, however, none of these properties are anticipated to be impacted by this project. The City does own property which is understood to be under the Clark County Legacy Land program that is located on the undeveloped property south of the Lacamas Lake Park and parking lot, east of Everett Road, and north of the Camas Produce Store. The *Clark County Conservation Futures Legacy Lands Program Guidance Manual* (June, 2013) describes the process required to complete a conversion of land use to a transportation use. If these lands are converted to public right-of-way, a grant conversion process will likely be triggered. The City will take the lead in completing any necessary documentation to address impacts to and complete the conversion process.

It is also anticipated that a sidewalk connection from the intersection to Fallen Leaf Lake Park will be at least conceptually planned for as part of the planned road improvements and it will be important to address how the side walk connection to the park matches up with the Fallen Leaf Lake Park Master Plan, and the Consultant will address this connection of the sidewalk in a memorandum to advise on the conceptual sidewalk connection.

To assist in this effort, the Consultant will

- Provide up to 40 hours to assist the city in this process, including coordination/meetings with county parks staff, to discuss the conservation futures program and potential impacts and documentation needed to mitigation for impacts. Provide up to 40 hours of coordination/teleconferences with the Washington State Recreation and Conservation Office (RCO) to address Lacamas Lake Regional Park in Clark County and whether an RCO conversion process would be needed to connect sidewalks and paving into the park
- Provide a brief memorandum regarding pedestrian connectivity and sidewalk access between the intersection and the Fallen Leaf Lake entrance, and address consistency with the Fallen Leaf Lake Park Master Plan.

Assumptions

- Meetings will be held in either Camas or in Vancouver Washington with Clark County staff.
- The Clark County Legacy Land conversion process will only be required for the City owned Legacy Land property and a Recreation and Conservation Office (RCO) conversion process will not be required for this project.

- The City will take the lead in completing any necessary documentation to address impacts to and complete the Clark County Legacy Land conversion process

Deliverables

- Up to 40 hours of consultant assistance related to the conservation futures conversion process
- Up to 40 hour of consultant assistance related to coordination with RCO
- Draft and final memorandum for Fallen Leaf Lake sidewalk access

Subtask 6.1.10 – USACE Section 404 and Ecology Section 401 Authorization (CONTINGENCY)

Not currently included.

Subtask 6.1.11 – Hydraulic Project Approval (CONTINGENCY)

Not currently included.

Subtask 6.2 Cultural Resources

The City of Camas's (City) NE Lake Road and NE Everett St. (SR-500) - Intersection Improvements Project will be funded through Washington State funds through the Washington State Department of Commerce, and will require compliance under Governor's Executive Order 05-05 (EO 05-05) and the City's archaeological ordinance. AINW will provide a cultural resource survey for EO 05-05 and State Environmental Protection Act (SEPA) review, and provide the report for the SEPA submittal. The study will be directed by AINW staff meeting the professional qualifications of the Secretary of the Interior's Standards and Guidelines in Archaeology and Historic Preservation. Department of Archaeology and Historic Preservation (DAHP) standards will also be followed.

AINW will perform the following tasks:

- Participate in a project kick-off meeting/conference call.
- Conduct a background review of the previous studies performed in the vicinity.
- Provide the EZ-1 Form that outlines the project area for the City to submit to the Department of Commerce, DAHP, and the Tribes.
 - The EZ-1 needs to include maps and photographs of the project area and outline the proposed archaeological survey methodology. A field visit will be needed to photograph the project area to complete the EZ-1 Form.
 - Once the EZ-1 is accepted, the archaeological survey fieldwork can be conducted.
- Monitor geotechnical borings within the project area.
 - An archaeologist will inspect the locations of geotechnical borings in advance, to see if an archaeological resource is present.
 - Two 10-hour days are assumed, including both monitoring and travel time.
 - A summary will be provided to the project team upon completion of monitoring, and the results will be included in the cultural resource survey report.
- Conduct an archaeological survey.
 - Portions of the project area have been previously surveyed with pedestrian transects, but no shovel testing has been conducted.
 - Fieldwork will include a pedestrian survey using transects spaced no more than 33 feet (10 meters) apart.

- Excavate up to eighteen (18) shovel tests in the project area. The shovel tests will be used to delineate resource boundaries, if a resource is found; fewer will be needed if there is no resource. Shovel tests will be 30 centimeters at the surface and will be excavated to 50 centimeters below the surface or deeper, if warranted. Soils will be screened through ¼- and ⅛-inch mesh hardware cloth. The shovel tests will be backfilled immediately upon completion.
 - If artifacts are observed, they will be photographed, but not collected.
- One archaeological site may be newly documented.
 - No archaeological resources have been previously recorded within the project area, but several are in the project vicinity.
 - If more than one archaeological resource is found, an additional budget may be needed to complete the resource forms.
 - The resource will be recorded on a State of Washington Archaeological Site Inventory Form.
- Prepare the survey report to meet review by the Washington State Department of Commerce, DAHP, the City, and Tribes.
 - The Archaeological resource form will be appended to the report.
 - Upon acceptance, AINW will compile the report (and site form, if appropriate) as a single document. AINW can assist with distributing the report to reviewers, if needed.
 - For EO 05-05, the City will submit the report to DAHP and the Washington State Department of Commerce. The City's submittal to DAHP will also address SEPA needs for the project.
 - To meet the City's archaeological ordinance, the City will submit the report to the eight Tribes with whom the City coordinates.

Deliverables

- An EZ-1 Form, draft and final.
- A geotechnical monitoring summary in an email.
- A cultural resource report, draft and final.

Assumptions/Out of Scope Exclusions

- The compliance will be through EO 05-05 to be reviewed by PWTF and possibly reviewed by WSDOT. This will not be done to meet Section 106 of the National Historic Preservation Act.
- No historic resources will be found within the project area.
- One archaeological resource may be found.
- If more than one archaeological resource is found, additional shovel testing, site form preparation, and reporting would be at additional cost.
- If the geotechnical monitoring requires more than two 10-hour days, the extra time would be at additional cost.
- Geotechnical borings will be within the road prism, or where an archaeological walkover has been conducted in advance, and no resource is present.
- A traffic control plan (TCP) is not assumed to be necessary for archaeological work on the shoulder of the roads within the project area. If a TCP is needed, it would be at additional cost.

- If an archaeological site resource is found, based on the results of the pedestrian survey and shovel testing, additional excavations may be needed to evaluate the integrity and significance of the resource.

Subtask 6.3 NPDES Construction Stormwater General Permit

Not currently included.

TASK 7: WSDOT DESIGN DOCUMENTATION

The Consultant will perform the required roadway and hydraulic design documentation per the requirements of the WSDOT Design Manual and Hydraulics Manual. The current phase is only through the Design Approval and does not include the Project Development Approval or the Hydraulic Report Documentation. The following scope of work is described below in greater detail.

Subtask 7.1 Design Approval

Design Approval by WSDOT is required per WSDOT Design Manual Section 300.04(1) and the Consultant will create the following documents for the package for submittal and approval by WSDOT:

- Intersection Plans for Approval
- Basis of Design
- Design Parameters
- Project Summary Documents
- Design Analysis with list of known variances
- Channelization Plans (stamped)
- Design Approval Memo Describing the Project (stamped)
- Include other information from Practical Solutions/Design, Environmental and Preliminary Roadway Plans.

Subtask 7.2 Project Development Approval

Not currently included.

Subtask 7.3 Hydraulic Report Documentation

Not currently included.

Assumptions

- WSDOT procedures and approvals are required per the pertinent WSDOT manuals.
- WSDOT will be involved in the review and approval of documentation. This includes addressing review comments by WSDOT and the City Camas.
- A formal channelization plan will be required for intersection changes.
- An access justification report is not required for the project.

Deliverables

- Draft and Final Design Approval (at 30% Design Phase)

TASK 8: DESIGN ENGINEERING

The consultant will advance the design to preliminary (30 percent) plans during the current phase of the project. The Consultant team will be responsible to provide design engineering services for the deliverables outlined below for the following submittals:

- Preliminary (30%) Submittal
- QA/QC

Subtask 8.1 30 Percent Design (Preliminary)

The consultant will develop preliminary documents to the 30 percent design stage. These documents will be used to assist the permit process. Review documents will consist of drawings, and a preliminary opinion of probable construction cost. At this design level, the overall design layout, footprint, and geometrics of the project are established, and all decisions required to generate construction details have been made.

Develop corridor Infracore model and flight path for use in public outreach.

The 30% plans shall include:

- Cover Sheet
- Civil Legend Sheet
- Typical Sections
- Plan over Profile Sheets showing basic roadway geometry information and preliminary stormwater layout
- Strip Map
 - Plan over Profile strip map showing basic roadway geometry information and incorporating recommended intersection geometry, lane configurations, pedestrian crossing and median locations and access management implementation, and conceptual storm layout.

Deliverables

- Ultimate lane configuration recommendation along the corridor
- 30% strip map
- 30% Plans, and Cost Estimates 3 hard copies of the plans (11X17), a PDF of the plan set, and cost estimate)
- 30% Construction Cost Estimate
- Infracore Video

Subtask 8.2 - 60 Percent Design (PS&E)

Not currently included.

Subtask 8.3 - 90 Percent Design (PS&E)

Not currently included.

Subtask 8.4 - Final Design (PS&E)

Not currently included.

Subtask 8.5 - QA/QC

The Consultant will provide quality assurance/quality control (QA/QC) for design work in accordance with the Consultant's QA/QC Program. The Consultant will provide senior level design and construction personnel to review plan submittals and provide technical support.

Subtask 8.6 Structural Engineering (CONTINGENCY)

Not currently included.

TASK 9: UTILITY COORDINATION

Subtask 9.1 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 9.1.1 - Utility Meetings

Not currently included.

Subtask 9.1.2 - Conflict Identification, Analysis and Recommended Resolution

Not currently included.

Subtask 9.1.3 - Conflict Notification and Utility Relocations

Not currently included.

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

- 30% Submittal - Existing utilities identified and marked-up on survey basemapping.

TASK 10: PUBLIC INVOLVEMENT

This task includes coordinated public and stakeholder involvement, including the formation of the Project Advisory Committee (PAC), stakeholder interviews, open houses, project webpage, and social media outreach. All outreach efforts are designed to engage the citizens of Camas, visitors to the recreation areas in the vicinity of the project, agencies involved with the project, and owners of nearby properties and businesses who will be impacted by the project.

The following public involvement tasks will allow stakeholders to engage in the project in a number of ways, including attendance at physical open houses, access open house information online, an online survey, and City webpage updates so they can share concerns and issues that can be addressed in a meaningful way to develop community consensus.

Task 10.1 Public Involvement Plan

At the kick-off meeting the Consultant will discuss with the City the public involvement needs of the project, the program, and deliverables. Following this meeting, the Consultant will develop a public involvement plan (PIP) to guide the outreach efforts for the project. The PIP will include the following elements.

- Public involvement goals (i.e., education on the project, effective stakeholder engagement), and public involvement schedule.
- Project stakeholder list that will include nearby property owners, local neighborhood associations, business owners, relevant recreational user groups, agencies, and community leaders within the city. This list will likely include representatives of agencies (e.g., WSDOT, Camas School District, Camas Parks Department, Clark County Parks Department, and others) and will include contact information (name, title, e-mail, phone, mailing address).
- PAC member list; members will most likely to include representatives of City, the project team, and owners of nearby properties and businesses.
- Outline the goals and timing of stakeholder interviews, the online survey, PAC meetings, and open houses.
- Communication tools (information for City's created webpage , mailers, and media release content).
- Social Media Protocols.
- Procedures for acknowledging, considering, and responding to public comments.
- Aerial map of the project area with property ownerships and businesses location labels.
- 4'x8' project board at intersection (PBS to coordinate)

Assumptions

- The City will respond to all media inquiries and serve as the public information officer for this project.
- The City will provide any additional available information any known stakeholders from these communities who should be engaged in the outreach process.
- The Consultant will help develop content that will either be posted by the City or the City will provide access to Consultant to post on the City's developed webpage. The City will also post at its existing social media outlets.

- The City will conduct one round of review on the draft PIP.
- The City will conduct one round of City review of the project brand
- 4'x8' project board at intersection will be expensed to the City.

Deliverables

- Property and business ownership aerial map
- Draft and final PIP
- Draft and final project brand
- MS Excel electronic file with stakeholder contact information (e-mail, phone, mailing address)
- 4'x8' project board at intersection

Subtask 10.2 Stakeholder Interviews

To gain an early understanding of key concerns from owners of property and businesses who may be directly impacted by the project the Consultant will conduct stakeholder interviews. This effort will allow the project team to gather information about the issues, identify community perceptions regarding the range of solutions, and share findings with the PAC through a stakeholder summary. This input will help the project team better understand the project area, and the potential impacts and improvements as they are perceived by stakeholders. For this effort, the Consultant will

- Develop, for the City's approval, a list of up to 15 stakeholders to be interviewed.
 - Prepare an invitation for the City to send to ask stakeholders for their participation.
 - Work with the City to develop a list of questions for use in the interviews.
 - Conduct up to 15, 45-minute one-on-one interviews scheduled by the City over a three day period.
 - Prepare a summary report highlighting stakeholder comments, findings, and key observations.
- Assumption(s)

Assumptions

- The City will approve the list of stakeholders to be interviewed.
 - Each stakeholder interview (up to 15) will not exceed 45-minutes.
 - The City will conduct one round of review of the stakeholder questions and draft summary report.
 - The City will schedule the interviews over a three day period.
 - Any missed or make up interviews outside of the schedule will be conducted via telephone.
 - If available, a City venue will be the location of the stakeholder interviews.
- Deliverable(s)

Deliverables

- Recommended stakeholder interview list
- Draft and final prospective stakeholder letter.
- Draft and final interview questions
- Draft and final summary report of stakeholder findings and key observations

Subtask 10.3 Project Advisory Committee (PAC)

The PAC will comprise a mix of stakeholders that represent local agencies, businesses, residents, and interests that will be engaged in the development of a preferred project design, and will be formed with City. The PAC will advise the City and Consultant team on the development of design concepts and on the ultimate selection of a preferred design. The PAC will operate under agreed roles and responsibilities to be set at their first meeting. The PAC will meet two times during the current phase of the contract:

- PAC Meeting No. 1 – Review project purpose and goals, PAC roles and responsibilities, existing conditions and design constraints, and alternatives evaluation criteria prior to Open House No. 1.

At the first PAC meeting the consultant will present preliminary findings regarding critical existing conditions and design constraints, and develop design evaluation criteria. Workshop No. 1 (noted in subtask 10.4) will follow, allowing the public to weigh in on the project goals, concerns and to provide initial input on project expectations. This meeting will be held prior to alternative analysis.

- PAC Meeting No. 2 – Review stakeholder interview summary, website survey results, Open House 1 summary, and review Draft Alternatives Report and the Preferred Alternative prior to Workshop No. 2. (noted in subtask 10.4)

At their second meeting the PAC will review the stakeholder interviews summary, online survey results, and provide input on the Draft Alternative Analysis Report which was used to select the Preferred Alternative (draft). Using the information gathered from this meeting, the consultant team will use this feedback in conjunction with feedback from the City Council Workshops to refine the Preferred Design Alternative and the Final Alternative Analysis Report. The Final alternative analysis will be featured at Open House No. 2. This Final Preferred Alternative will be refined for the 30% plans.

For the PAC, the Consultant will conduct the following tasks.

- Coordinate two 2-hour PAC meetings, which will alternate with Open Houses for the project.
- Prepare agendas and materials for the City to review and send to the PAC.
- Maintain and manage the PAC roster.
- Prepare presentation boards or a slide presentation featuring conceptual graphics (original and Final design alternatives) for each PAC meeting.
- Facilitate each PAC meeting.
- Prepare a summary of the PAC discussion and forward any recommendations following each meeting for City review.
- Prepare final meeting summaries based on City comments and provide to City.

Assumptions

- Up to two 2-hour PAC meetings will occur.
- Up to five Consultant team staff members will attend (2 Berger Staff, 2 PBS Staff, 1 KAI Staff).
- The City will arrange, provide notice to members, and schedule a venue for PAC meetings.
- The City will conduct one round of review of the meeting summaries.

Deliverables

- Agendas, presentation boards (up to 4 per meeting) or slide presentations for up to two meetings (3 exhibits Provided by PBS, 1 exhibit and agenda by Berger)
- Up to two draft and final meeting summaries (Prepared by Berger).

Subtask 10.4 City Council Workshops

After each PAC Meeting and prior to each open house a City Council Workshop will be attended:

- Workshop Meeting No. 1 – Review project purpose and goals, PAC roles and responsibilities, existing conditions and design constraints, and alternatives evaluation criteria prior to Open House No. 1.

At the first workshop meeting the consultant will present preliminary findings regarding critical existing conditions and design constraints, and develop design evaluation criteria. Open House No. 1 will follow, allowing the public to weigh in on the project goals, concerns and to provide initial input on project expectations. This meeting will be held prior to alternative analysis.
- Workshop Meeting No. 2 – Review stakeholder interview summary, website survey results, Open House 1 summary, PAC comments, and review Draft Alternatives Report and the Preferred Alternative prior to Open House No. 2.

The second workshop will review the PAC comments, stakeholder interviews summary, online survey results, and provide input on the Draft Alternative Analysis Report which was used to select the Preferred Alternative (draft). Using the information gathered from this meeting, the consultant team will refine the Preferred Design Alternative and the Final Alternative Analysis Report. The alternative analysis will be featured at Open House No. 2. This Final Preferred Alternative will be refined for the 30% plans.

For the Council, the Consultant will conduct the following tasks.

- Coordinate two 2-hour Council Workshop meetings, which will take place after the PAC meetings and prior to the project Open Houses.
- Prepare agendas and materials for the City to review prior to the Workshop.
- Prepare presentation boards or a slide presentation featuring conceptual graphics (original and Final design alternatives) for each workshop.
- Facilitate each workshop.
- Prepare a summary of the workshop discussion and forward any recommendations following each meeting for City review.
- Prepare final meeting summaries based on City comments and provide to City.

Assumptions

- Up to two 2-hour Council Workshops will occur.
- Up to four Consultant team staff members will attend the 2 meetings (2 PBS Staff, 1 Berger Staff, 1 KAI Staff).
- The City will conduct one round of review of the meeting summaries

Deliverables

- Agendas, slide presentations for up to two workshops (Provided by PBS)
- Up to two draft and final meeting summaries (Prepared by PBS).

Subtask 10.5 Open Houses (2) and Community Survey (1)

Two community open houses will provide interested community members the opportunity to learn about the project and ask questions one-on-one with subject matter experts on the project team, and will facilitate public feedback. Materials presented at these open houses will be posted to the project webpage following each event.

Open House No 1 will focus on soliciting public opinion, comment, and providing information about the project, goals drafted by the PAC, and to garner public insight to existing conditions and concerns. An online survey will be provided to document public feedback.

Open House No. 2 will include presenting the Final Preferred Alternative to the general public and providing an update on anticipated project schedule.

The following tasks will be undertaken by the Consultant to complete both of the open houses:

- Develop one event plan that identifies event process, format, displays, staffing, advertising/public notice needs, and the schedule of deliverables.
- Prepare up to eight (4 per open house) 24- by 36-inch presentation boards,
- Prepare double-sided 8.5x11 inch factsheets (one per meeting),
- Prepare comment forms. The comment forms (one per open house) will be distributed to solicit feedback from the event attendees.
- Prepare sign-in sheets, staff name tags, and meeting signage.
- Develop one online survey with input from the PAC via Survey Monkey to document the publics' concerns and priorities pertaining to this project. The survey will introduce the project and solicit input from a broad cross-section of the Camas community.
- The City or Consultant will post a link to the on-line survey on the City's webpage.
- Prepare event summaries, including a summary of written comments received at the open house.
- Prepare draft and final public notices for The Columbian and Camas-Washougal Post-Record for review and submittal by the City.
- Draft and coordinate release of a notice for each open house (2) on the project webpage and social media platforms.
- Draft an email notice of upcoming open houses (2) to project stakeholders for distribution by the City.
- Draft, produce, and distribute two 7x10 inch postcard mailer to all addresses in the Camas zip code.
- Provide up to three staff members for the event: an event coordinator/greeter and two subject matter experts who will be made available for questions.
- Conduct up to two, 30-minute preparation meetings via conference call with the City to discuss and to maintain progress, one per Open House.

Assumptions

- City will be responsible for selecting and securing venue and directly paying any applicable venue fee.
- Open houses will be up to 2 hours in length.
- The City will provide key staff to attend the event.
- The City will post local newspaper public notice, and will directly pay any applicable fees.
- Postcard mailer printing and postage costs (2 mailings) are included.
- The Consultant will include open house announcements (2) on the project webpage and social media outlets.
- The City will distribute an event announcement via email to project stakeholders.
- The City will conduct one round of review of the event plan, meeting materials, and meeting summaries.
- Up to five Consultant staff to set up and staff open houses; including subject matter experts (2 Berger Staff, 2 PBS Staff, 1 KAI Staff).

Deliverables

- One online survey and summary memorandum (Berger).
- Draft and final event plan (Berger).
- Draft and final advertisement content: local newspaper notice, stakeholder email content (Berger).
- Draft and final event materials: postcard mailers, sign-in sheets and comment forms (hard copies) provided for three open houses (Berger).
- Draft and final double-sided 8.5x11-inch factsheets (hard copies for the meeting) provided for two open houses (Berger).
- Two draft and final event summaries (Berger).
- Up to 8 draft and final 24- by 36-inch presentation boards (up to 4 per open house, 2 total boards provided by Berger, 6 total boards provided by PBS)

Subtask 10.6 City WebPage Support

The City will create a webpage for the project on the City's website. Either the City or the Consultant with authorization from the City will upload project information to the webpage. The Consultant will provide uploadable documents of project materials created as part of the project tasks such as the project schedule, meeting times, alternatives being considered, technical assessment work and how the public can provide input and comment. The City will be responsible for all webpage and website design. The Consultant assumes that the uploading to the City's webpage will not be overly complicated and that a total of 18 updates will occur over the 14 month project duration, with no more than 3.5 hours per update required. As the total time necessary to upload documents is not known, an estimate of not to exceed hours is provided under the assumptions and deliverables. If more time is needed, a scope extension would be requested of the City.

Assumptions

- Project consultant will provide up to 66 hours of project support in providing documents to be uploaded by the City or upload by the Consultant to the City's webpage.
- The Consultant assumes that the uploading to the City's webpage will not be overly complicated and that a total of 18 updates will occur over the 14 month project duration, with no more than 3.5 hours per update required.
- City is responsible for all webpage or website design
- City is responsible for all webpage and website maintenance.

Deliverables

- Up to 66 hours of consultant support for City webpage.

TASK 11: RIGHT OF WAY

Subtask 11.1 Appraisal and Appraisal Review

Not currently included.

Subtask 11.2 Acquisition

Not currently included.

TASK 12: CONSTRUCTION MANAGEMENT

Subtask 12.1 Bid Support

Not currently included.

CITY DELIVERABLES TO THE CONSULTANT

City Provided Information

Sample Projects

The City will provide copies of sample City projects, BA documents, and design guidelines. The City will also provide electronic files of title blocks, ortho and aerial drawings and 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 for all project developments. The Consultant shall coordinate access.

Pavement Design

The City will select the pavement type and structural sections based on the pavement recommendation provided by the Consultant.

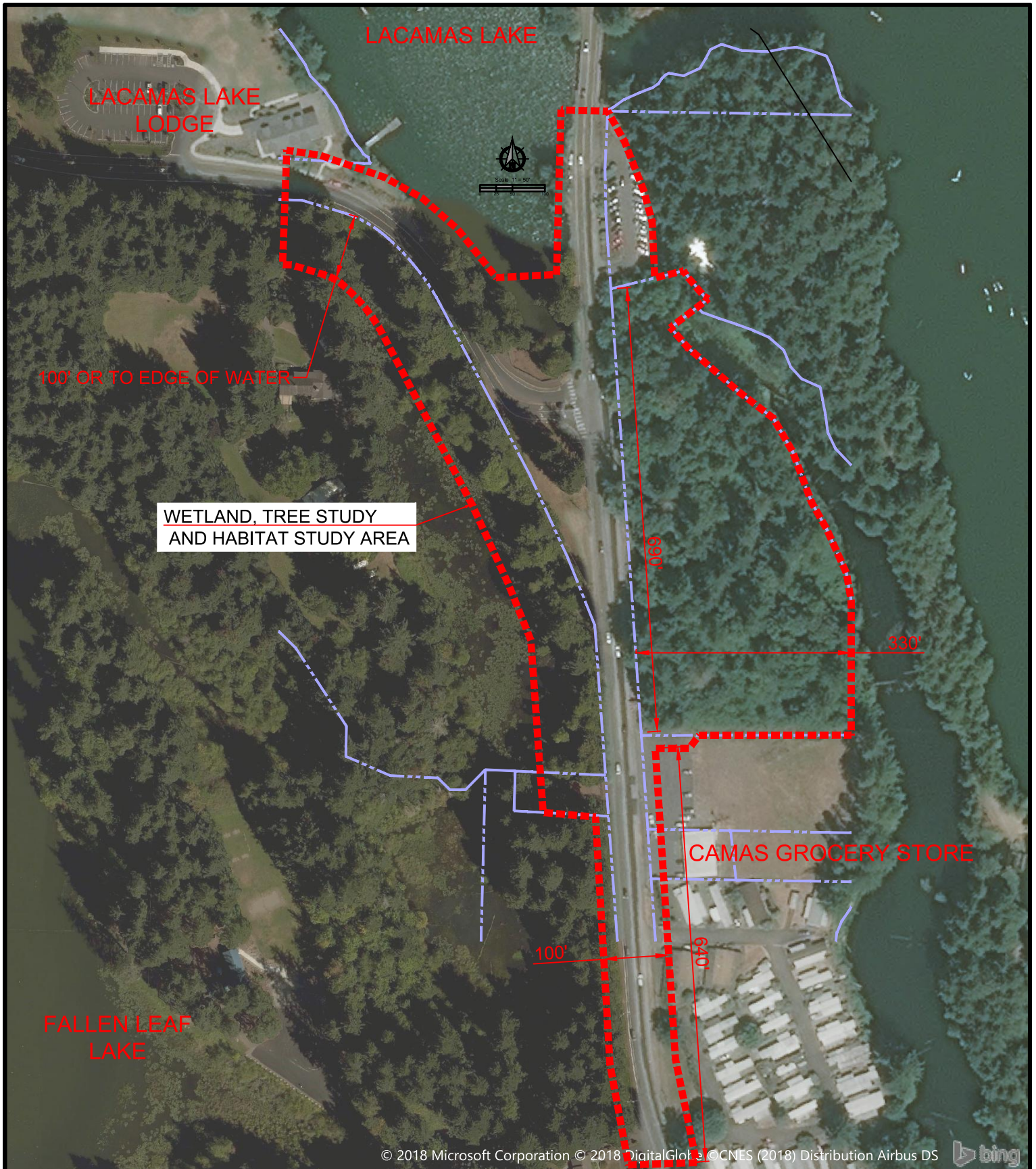
Utility List

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 done by others.

Street Light and Traffic Signal Requirements

The City will provide the illumination type, the minimum illumination levels and uniformity ratios to be used in the project design. The City will also provide traffic signal design concepts, standards and policies, including traffic interconnect schemes as needed.

- Sample projects
- Project coordination
- Survey work and preliminary plans
- Right-of-Way plans, exhibits and legal descriptions
- Right of Entry permits
- Pavement type & structural sections selection
- Utility list
- Street light and traffic signal requirements



LAKE ROAD AND EVERETT -
STUDY LIMITS (FIGURE 6.1)

EXHIBIT B-2																										
NE Lake Road and NE Everett St. (SR-500) - 30% Design and Permitting	PBS Engineering and Environmental (Engineering/Management)																		PBS	SUBCONSULTANTS				SUB	TOTAL BUDGET	
	ENG-Prncpl	Engineer VIII	Engineer VII	Engineer IV	Engineer III	Engineer I	LA	Sr Geo II	UAS Op	CAD Manager	CAD I	Survey VI	Survey V	Survey III	Survey Crew (2)	Editor	Admin I	Expense		TOTAL	Traffic	Env/P/IStr	Archaeological			Right-of-way
																					Kittelson	BergerABAM	AINW			UFS
Task and Description	ENG-Prncpl	Engineer VIII	Engineer VII	Engineer IV	Engineer III	Engineer I	LA	Sr Geo II	UAS Op	CAD Manager	CAD I	Survey VI	Survey V	Survey III	Survey Crew (2)	Editor	Admin I	Expense	TOTAL	Kittelson	BergerABAM	AINW	UFS	TOTAL	AMOUNT	
TASK 1 - PROJECT MANAGEMENT AND ADMINISTRATION																			55,618.00	14,300.00	6,809.00	0.00	0.00	21,109.00	\$76,727.00	
Subtask 1.1 Contract Administration, Invoicing, and Progress Reports		6.00		6.00						2.00	4.00						6.00		2,930.00	1,800.00				1,800.00	\$4,730.00	
Subtask 1.2 Meetings		87.00		75.00	5.00														26,640.00	12,500.00	6,809.00			19,309.00	\$45,949.00	
Subtask 1.3 Management, Coordination and Direction		90.00																	16,650.00					0.00	\$16,650.00	
Subtask 1.4 Coordination with WSDOT	8.00	30.00		16.00															9,398.00					0.00	\$9,398.00	
TASK 2 - SURVEY																			45,494.00	0.00	0.00	0.00	0.00	0.00	\$45,494.00	
Subtask 2.1 Surveying and Base Map		2.00		4.00					16.00			4.00	100.00	70.00	136.00				45,494.00					0.00	\$45,494.00	
TASK 3 - GEOTECHNICAL ENGINEERING																			22,669.00	0.00	0.00	0.00	0.00	0.00	\$22,669.00	
Subtask 3.1 Geotechnical Engineering	24.00	30.00	2.00	48.00				20.00								25.00	5.00		22,669.00					0.00	\$22,669.00	
TASK 4 - Traffic Engineering																			1,272.00	23,747.36	0.00	0.00	0.00	23,747.36	\$25,019.36	
Subtask 4.1-- Traffic Analysis Report		2.00		2.00															636.00	17,247.36				17,247.36	\$17,883.36	
Subtask 4.2-- Intersection Control Analysis -- ICA		2.00		2.00															636.00	6,500.00	6,500.00			6,500.00	\$7,136.00	
TASK 5: ALTERNATIVE ANALYSIS																			39,140.00	3,465.26	0.00	0.00	0.00	3,465.26	\$42,605.26	
Subtask 5.1 -- Alternative Analysis		40.00	20.00	160.00		60.00										20.00			39,140.00	3,465.26				3,465.26	\$42,605.26	
Subtask 5.2 --Intersection Landscape Alternatives			0.00	0.00			0.00										0.00		0.00	0.00				0.00	\$0.00	
TASK 6: ENVIRONMENTAL REVIEW AND DOCUMENTATION																			3,192.00	0.00	133,884.00	16,950.04	0.00	150,834.04	\$154,026.04	
Subtask 6.1 - Environmental Permitting																			0.00					0.00	\$0.00	
Subtask 6.1.1 - Wetland and Waterbodies Delineation and Assessment				2.00															266.00		11,659.00			11,659.00	\$11,925.00	
Subtask 6.1.2 - Habitat Assessment				2.00															266.00		8,129.00			8,129.00	\$8,395.00	
Subtask 6.1.3 - Camas Tree Survey Permit				2.00															266.00		23,233.00			23,233.00	\$23,499.00	
Subtask 6.1.4 - Type II Critical Areas Permit/Pre-application Conference Application				6.00															798.00		22,412.00			22,412.00	\$23,210.00	
Subtask 6.1.5 - Shoreline Management Permit				4.00															532.00		23,839.00			23,839.00	\$24,371.00	
Subtask 6.1.6 - Critical Area Mitigation Plan				2.00															266.00		19,649.00			19,649.00	\$19,915.00	
Subtask 6.1.7 - Flood Hazard Assessment (CONTINGENCY)																			0.00		0.00			0.00	\$0.00	
Subtask 6.1.8 - SEPA Documentation				2.00															266.00		7,998.00			7,998.00	\$8,264.00	
Subtask 6.1.9 - Clark County Legacy Lands and Conservation Futures				2.00															266.00		16,965.00			16,965.00	\$17,231.00	
Subtask 6.1.10- USACE Section 404 and Ecology Section 401 Authorization (CONTINGENCY)																			0.00		0.00			0.00	\$0.00	
Subtask 6.1.11 - Hydraulic Project Approval (CONTINGENCY)																			0.00		0.00			0.00	\$0.00	
Subtask 6.2 - Cultural Resources				2.00															266.00			16,950.04		16,950.04	\$17,216.04	
Subtask 6.3 - NPDES Construction Stormwater General Permit				0.00	0.00														0.00		0.00			0.00	\$0.00	
TASK 7: WSDOT DESIGN DOCUMENTATION																			20,510.00	0.00	0.00	0.00	0.00	0.00	\$20,510.00	
Subtask 7.1 - Design Approval	2.00	20.00	8.00	40.00	80.00												6.00		20,510.00					0.00	\$20,510.00	
Subtask 7.2 - Project Development Approval	0.00	0.00	0.00	0.00	0.00	0.00											0.00		0.00					0.00	\$0.00	
Subtask 7.3 - Hydraulic Report Documentation			0.00	0.00	0.00												0.00		0.00					0.00	\$0.00	
TASK 8: DESIGN ENGINEERING																			\$20,138.00	3,000.00	0.00	0.00	0.00	3,000.00	\$23,138.00	
Subtask 8.1: 30 Percent Design (Preliminary)	8.00			90.00	32.00														17,338.00	3,000.00				3,000.00	\$20,338.00	
Subtask 8.2: 60 Percent Design (PS&E)																			0.00	0.00				0.00	\$0.00	
Subtask 8.3: 90 Percent Design (PS&E)																			0.00	0.00				0.00	\$0.00	
Subtask 8.4: Final Design (PS&E)																			0.00	0.00				0.00	\$0.00	
Subtask 8.5: QA/QC			16.00																2,800.00					0.00	\$2,800.00	
Subtask 8.6: Structural Engineering (CONTINGENCY)																			0.00		0.00			0.00	\$0.00	
TASK 9: UTILITY COORDINATION																			2,336.00	0.00	0.00	0.00	0.00	0.00	\$2,336.00	
Subtask 9.1- Utility Coordination		4.00		12.00															2,336.00	0.00				0.00	\$2,336.00	
TASK 10: PUBLIC INVOLVEMENT																			13,241.00	13,197.30	37,890.00	0.00	0.00	51,087.30	\$64,328.30	
Subtask 10.1 - Public Involvement Plan		2.00		20.00															3,030.00		5,414.00			5,414.00	\$8,444.00	
Subtask 10.2 - Stakeholder Interviews (15)				2.00															266.00		5,059.00			5,059.00	\$5,325.00	
Subtask 10.3 - Project Advisory Committee (2)		7.00		7.00															2,226.00	2,079.92	7,592.00			9,671.92	\$11,897.92	
Subtask 10.4 - City Council Workshops (2)		8.00		8.00															2,544.00	2,206.67	2,445.00			4,651.67	\$7,195.67	
Subtask 10.5 - Open Houses(2) and Online Survey (1)		8.00		16.00															3,608.00	5,038.71	9,115.00			14,153		