

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

Agreement Number:

Firm/Organization Legal Name (do not use dba's): Harper Houf Peterson Righellis Inc.	
Address 1104 Main Street, Suite 100, Vancouver, WA 98660	Federal Aid Number BHM-7040 (006)
UBI Number	Federal TIN or SSN Number 93-1045332
Execution Date October _____, 2018	Completion Date December 31, 2020
1099 Form Required <input type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Project Title NE 3rd Avenue Bridge Seismic Retrofit (Camas Project # T1010)	
Description of Work The existing NE 3rd Avenue Bridge in Camas is a two span structure approximately 225 feet long, carrying four lanes of traffic over the Washougal River. The nearest cross streets are NE Shepherd Road in Washougal, and NE 2nd Avenue in Camas. The bridge is comprised of two side by side structures, the first being a 1947 steel girder bridge which was then widened in 1970 with a concrete girder bridge. The scope of work shall include the project management, surveying, geotechnical investigation, structural and civil engineering required for the Seismic Bridge Upgrades and Associated Street and Drainage Improvements, environmental permitting, right-of-way services, and Federal Aid funding processing through WSDOT Local Programs.	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation
Maximum Amount Payable: \$ 570,140	

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

Agreement Number: LA 9458

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the CITY OF CAMAS, WASHINGTON 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.

Agreement Number: LA 9458

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 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.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms 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:

Name: James E. Carothers
Agency: City of Camas
Address: 616 NE 4th Avenue
City: Camas State: WA Zip: 98607
Email: jcarothers@cityofcamas.us
Phone: 360.817.7230
Facsimile: 360.834.1535

If to CONSULTANT:

Name: Charles L. Harper
Agency: Harper Houf Peterson Righellis Inc.
Address: 1104 Main Street, Suite 100
City: Vancouver State: WA Zip: 98660
Email: chuck@hhpr.com
Phone: 360.750.1131
Facsimile: 360.750.1141

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.

Agreement Number: LA 9458

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.

Agreement Number: LA 9458

- 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. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- E. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.
- The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that a 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.

Agreement Number: LA 9458

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.

Agreement Number: LA 9458

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.

Agreement Number: LA 9458

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 deems 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

Agreement Number: LA 9458

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

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

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

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

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

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

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

Agreement Number: LA 9458

Insurance Coverage

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

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

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

Name: James E. Carothers
Agency: City of Camas
Address: 616 NE 4th Avenue
City: Camas State: WA Zip: 98607
Email: jcarothers@cityofcamas.us
Phone: 360.817.7230
Facsimile: 360.834.1535

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third 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.

Agreement Number: LA 9458

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

Agreement Number: LA 9458

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

Agreement Number: LA 9458

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

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

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

XX. Records Maintenance

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

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


Agreement Number: LA 9458

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 *Charles L. Harper*
Harper Horst Peterson Righella

10/05/2013

Date

Signature

Date

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

Agreement Number: *LA 9458*

Exhibit A

Scope of Work

Project No. City # T1010

See Attached Scope of Work

Agreement Number: LA 9450

Project Description

The existing NE 3rd Avenue Bridge in Camas is a two span structure approximately 225 feet long, carrying four lanes of traffic over the Washougal River. The nearest cross streets are NE Shepherd Road in Washougal, and NE 2nd Avenue in Camas. The bridge is comprised of two side by side structures, the first being a 1947 steel girder bridge which was then widened in 1970 with a concrete girder bridge. The bridge provides a critical arterial link between the cities of Camas and Washougal, and has ADTs in the range of 10k. Camas has received Federal Funding through the WSDOT Local Bridge Program to design and construct seismic and other related improvements.

Project Scope Elements - The project elements include the following:

Bridge Structure Retrofit – All required structural retrofit seismic bridge upgrades including related bridge and street work impacted by the retrofit upgrades.

Street Improvements - Street resurfacing is limited to repair and resurfacing patching as a result of the retrofit work, and does not include overall street resurfacing. Signing and striping is limited to the work associated with the retrofit work. Lighting upgrades or modifications are not anticipated.

Drainage – Storm drainage improvements are limited to minor upgrades to provide any required best management practice upgrades associated with the bridge retrofit work.

Scope of Services

The scope of work shall include the project management, surveying, geotechnical investigation, structural and civil engineering required for the seismic bridge upgrades, environmental permitting, right-of-way services, and Federal Aid funding processing through WSDOT Local Programs.

The scope of services shall consist of the following main tasks:

- Task 1: Project Management and Coordination
- Task 2: Surveying Services
- Task 3: Geotechnical Investigation (by Hart Crowser)
- Task 4: Engineering Design and PSE
- Task 5: Environmental Permitting / Compliance Services
- Task 6: Cultural Resources Permitting / Compliance Services (by Archaeological Investigations NW)
- Task 7: Right of Way Services (by Universal Field Services, Inc.)
- Task 8: Right of Way Plans and Documents

The project scope shall include all tasks required to complete Plans, Specifications, and Estimates (PSE), right-of-way, permitting, construction authorization, bid and award as described below.

Task 1 – Project Management and Coordination

1.1 - Project Management and Coordination

- Provide management, coordination, and direction to the Project team in order to complete the project on time and within budget.
- Schedule and administer project team meetings. This includes progress/coordination meetings, and document review meetings, as well as representatives from the City of Camas and other agencies as needed.

- Establish a quality management program, and designate responsibility for review of technical work and other deliverable products.
- Manage the project UDBE Goal program. The UDBE Goal for this project is 7%.
- Manage and monitor required WSDOT processes and represent the City as directed.
- Coordinate and consult with City Staff, WSDOT Highways & Local Programs (H&LP), and the WSDOT Bridge Office as needed.
- Coordinate with private and public utilities, including power, phone, cable, gas, and other utilities.

Deliverables:

- Meeting Summaries and Follow-up
- WSDOT PE Phase Authorization Package

1.2 - Project Scheduling

HHPR shall prepare and submit project schedule (Microsoft Project) to the City, and provide updates as required.

Deliverables:

- Project Schedule and Updates

1.3 – Preliminary Engineering Phase Authorization Package

HHPR will prepare PE Phase Authorization Package including Project Prospectus, Local Agency Agreement, Cost Estimate, STIP / Award Letter Documents and Exhibits, UDBE Exhibit, and Authorization Checklist.

Deliverables:

- WSDOT PE Phase Authorization Package

1.4 - Public Outreach Assistance

As requested by the City, HHPR will provide project information requested by the City for City-led public outreach.

Deliverables:

- Requested Public Outreach Materials

Task 2 – Surveying Services

The purpose of this survey is to provide right-of-way resolution and to provide the necessary data for the retrofit and upgrade of the NE 3rd Avenue Bridge.

2.1 - Records Research

- Research survey records available through Clark County.
- Research city and county right-of-way records.
- Research Washington State Department of Transportation right-of-way maps and deeds.
- Check for Department of Natural Resources aquatic leases over existing bridge.

2.2 - Right-of-way Resolution

- Perform a field traverse to establish project survey control and locate existing right-of-way survey monumentation.
- Evaluate and process field survey data and resolve right-of-way location of NE 3rd Avenue from NE 2nd Avenue to the end of the right-of-way tangent on the northerly side of the Washougal River
- Prepare right-of-way basemap to be used with topographic data and construction staging.

2.3 - Bridge Survey

- Perform laser scanning of bridge deck and bridge superstructure and substructure
- Perform QC survey using traditional survey methods to QC laser scanning data
- Register all scans into one point cloud and extract data requested by HHPR design team
- Prepare BIM model in Revit Software for HHPR design team

Assumptions:

- Filing of a Record of Survey and right-of-way retracement is not included
- No maps or other documents are required to be submitted to the City or to WSDOT. All survey products will be delivered to the internal design team.
- Any permits to remove or replace survey monuments is not included and will be completed during the construction phase.
- Establishment of the Flood Plain and any FEMA documentation or permitting is not required at this time and will be considered additional services if it becomes necessary.
- Topographic mapping of the surrounding ground features is not required. All survey mapping is limited to the bridge substructure and bridge deck.

Deliverables:

- Deliverables will be an AutoCAD 2018 drawing file, Point Cloud and Revit Model.

Task 3 – Geotechnical Investigation (by Hart Crowser, Inc. - HC)

Hart Crowser (HC) will provide geotechnical engineering support for the design of the retrofit. Specific services to be completed will include the following items.

- Review relevant, readily available geologic, geologic hazard, and soil maps that cover the site vicinities.
- Review as-builts and existing bridge information.
- Coordinate clearance of existing site utilities via the One-Call Service.
- Support HHPR coordination of permits and access for in-water drilling as needed.
- Obtain City of Camas right-of-way permit and provide subcontracted traffic control services during drilling.
- Drill three borings, one at each bridge abutment location using mud-rotary auger and rock coring methods with a truck-mounted drill rig. Borings will be drilled to approximately 20 to 25 feet into competent bedrock. Based on existing embankment heights, we anticipate that borings will be drilled to depths between 20 and 50 feet below existing road grades and mudline. We have assumed that drilling can be completed in 2 to 3 days. The boring for the middle abutment will be drilled through an 8-inch core through the existing bridge deck. Hart Crowser will coordinate with structural engineers at HHPR and relevant subcontractors to choose an appropriate location for the deck core.
- Obtain samples at representative intervals from the explorations using Standard Penetration Test (SPT) methods and rock coring methods, observe groundwater conditions, and maintain detailed

logs of each exploration in general accordance with the American Society for Testing and Materials (ASTM) Test Method D 2488.

- Perform laboratory tests on select soil samples obtained from the explorations to evaluate pertinent engineering characteristics, including the following tests at each site, for budgeting purposes:
 - Up to 20 moisture content determinations in general accordance with ASTM Test Method D 2216
 - Up to 4 Atterberg limits determinations in general accordance with ASTM Test Method D 4318
 - Up to 6 gradation determinations in general accordance with ASTM Test Method D 422
 - Up to 4 rock unconfined compression tests in general accordance with ASTM Test Method D 422
- Evaluate soil conditions encountered during field exploration work; evaluate seismic hazards; and develop geotechnical design recommendations for evaluation of existing abutments and foundations.
- Conduct engineering analysis to evaluate site specific seismic hazards, liquefaction and ground settlement potential, abutment stability, and foundation and retaining wall design parameters for evaluation of the existing structure. Engineering analysis will be completed in general conformance with appropriate Washington State Department of Transportation (WSDOT) and American Association of State Highway and Transportation Officials (AASHTO) design manuals.
- Prepare a design report outlining our findings, including information related to the following:
 - Site geologic, groundwater, and interpreted subsurface conditions as they affect the bridge existing foundations; and
 - Geotechnical recommendations for evaluation of the existing foundations and abutments for the proposed retrofit, including the following:
 - Axial and lateral foundation capacity and appropriate design parameters and settlement potential where new loads will be applied, including:
 - LRFD bearing resistance for shallow spread footings and existing piles,
 - Soil springs and friction coefficients for shallow footings, and
 - LPile soil parameters for lateral evaluation of piles.
 - Evaluation of liquefaction, lateral spread, and any resulting downdrag forces on existing foundations;
 - Site specific seismic response spectra and design recommendations per the WSDOT *Geotechnical Design Manual*, including:
 - PSHA development of a rock outcrop spectrum compatible with the U.S. Geological Survey 2014 hazard maps for the abutment on rock,
 - 1-D total stress site response analyses to produce the surface response spectrum at two bent locations, and
 - AASHTO-based code seismic design parameters;
 - Bridge approach/abutment stability and retaining wall evaluation recommendations; and
 - Construction recommendations including site preparation, fill placement and subgrade preparation, temporary foundation support recommendations, and removal of unsuitable materials.
- Provide support during WSDOT review and participate in discussions with the design team.
- Provide input and review comments for geotechnically related plans and specifications.
- Provide project management and support services, including staff coordination, subcontractor coordination, and telephone consultations with the design team and City staff.

- **CONTINGENCY TASK** - We understand that due to permitting concerns, it may be preferable to drill the bent 2 (river) boring below the bridge. Based on current river level conditions, we can drill on the exposed river bank using a track mounted drill rig. In order to get access to the area, the existing trail would have to be widened to 10 feet, which would require removal of two logs and blackberries along the side. We can complete drilling at the alternate location with a different drill rig for no additional cost, however clearing will incur an additional cost of \$1,600. Additionally, the ability to drill at the alternate location is based on water levels in the river staying low enough to access the work area, if water levels rise to inundate the work area (~2-3 feet), then drilling will not be feasible.

Assumptions:

- Field work and travel at all locations can be completed in 3 days during normal working hours 7 am to 6 pm.
- One lane will be closed during drilling. Traffic control plans and permit applications will be obtained by Hart Crowser. Based on City information available online, we assume a permit cost of less than \$400.
- Bridge core will be through an existing drain pipe. Hart Crowser will subcontract a contractor to patch the hole and replace the drain pipe in-kind.
- No contaminated soils will be encountered.
- Borings will be located in the field by measuring from site landmarks. Hart Crowser will not survey the boring locations.

Deliverables:

- Draft geotechnical report (electronic [PDF] format)
- Final geotechnical report (PDF format and up to five hard copies)

Task 4 – Engineering Design and PSE

4.1 - Bridge Retrofit Analysis and Design - The bridge components will be analyzed in conformance with current AASHTO and WSDOT, and other applicable seismic standards, including development of potential design alternatives. HHPR shall perform the following bridge design analysis to determine the retrofit criteria and retrofit design schemes.

- Develop Retrofit Criteria based on AASHTO, WSDOT, FHWA and NHI Seismic Design manuals that applies to the bridge elements to guide the retrofit design process.
- Develop the structural model for the factored dead load (DL) and live load (LL) reactions at the bridge bent and abutments. The reaction from the DL and LL will be utilized to design the bearing pads for replacing the steel rocker bearings with elastomeric bearing pads.
- Perform Response Spectrum Analysis on the bridge in accordance with AASHTO to determine the elastic forces on the bridge based on the site specific Spectra generated by the Geotechnical Site Investigation and Analysis. The response spectrum analyses represents the earthquake load expected on the bridge.
- The developed retrofit schemes are implemented and the comparison is made between the before and after seismic retrofit.

4.2 – Street and Drainage Design

- Repair and Resurfacing – HHPR will review the street surface impacts created from the bridge retrofit design schemes and design the required street surface repairs and resurfacing work.
- Drainage Modifications –
 - HHPR will review the existing bridge drainage systems to determine potential upgrades to provide any required best management practice for drainage collection, treatment, and conveyance.
 - HHPR will prepare and submit design concept drainage report memo for the potential drainage improvements with the associated benefit and costs.
- Erosion Control – Based on the impacts created with the bridge retrofit work, street repair and resurfacing, and drainage construction work, HHPR will design the erosion control measures that will be reflected in the Erosion Control Plans and SWPPP.

4.3 – Preliminary Report and Concept Plans and Estimate (30%) Review and Coordination

- Preliminary (30%) Documents – The following will be prepared and submitted to the City and WSDOT for review.
 - Bridge Retrofit Design Report – Alternatives analysis and proposed bridge retrofit design concept plans
 - Street and Drainage design concept plans
 - Design concept drainage report memo
 - Draft Traffic Management Plan
 - Preliminary Cost Estimate
- Meet with City and WSDOT to review Design Report and Concept Plan comments.

Deliverables:

- Bridge Retrofit Design Report
- Bridge Retrofit Concept Plans and Details
- Street and Drainage Concept Plans
- Draft Traffic Management Plan
- Concept Cost Estimate

4.4 – Bridge and Street Plans (60%, 90% and Finals)

(Plan preparation by HHPR and Global Transportation Engineering – GTEng)

- HHPR consultant team will design the bridge retrofit and street improvements per the recommendations of the 30% Design Report and Concept Plans
- HHPR and GTEng will prepare the necessary project bridge retrofit and street plans for bidding and construction.
- Plans at the completion of the 60%, 90% and Final design phases will be submitted to the City for review and comment.
- Final Plans and Specs will be submitted to WSDOT for review and comment.
- The HHPR consultant team will meet with City and WSDOT following the 60% and 90% review phase to discuss comments and design modifications.

Deliverables:

- 60%, 90% and Final Plans

4.5 – Traffic Control and Management Analysis & Design (by Global Transportation Engineering –GTEng)

- Temporary Traffic Management Plan (TMP) –
GTEng will develop a traffic management plan that identifies the operational strategies for traffic management during construction. This Plan will be developed in conjunction with the temporary traffic control plans. The TMP document will be updated to reflect current traffic control concepts and decisions made to accommodate traffic. The following elements will be included:
 - Project Background
 - Project Boundaries
 - Construction Staging/Traffic Control Narrative – based on discussions and coordination with the design team and City. This will include identification of schedule, duration and sequence of temporary traffic control staging.
 - Traffic control strategies available for all stages of construction.
 - Mobility Issues – This will include how the following will be accommodated during construction:
 - Motor vehicle traffic
 - Pedestrians
 - Bicycles
 - Accommodations for oversized loads
 - Construction access
 - Business Access
 - Traffic mitigation measures as appropriate
 - Other Construction Projects that may impact or be impacted by this project
 - Special Event Restrictions.

GTEng will prepare a draft TMP for review. Based on comments provided, the TMP will be updated and resubmitted. Up to one additional TMP update will be provided through the construction process to address changes in temporary traffic control measures.

Deliverables:

- Draft Traffic Management Plan
- Final Traffic Management Plan
- Temporary Traffic Control Design –
Current understanding is that temporary traffic control plans will be developed to accommodate up to four construction stages. No detouring of traffic will be allowed as a construction strategy. It is anticipated that single lane closures will be developed (one in each direction) to accommodate the various stages of construction. Truck traffic will be a key consideration in the lane closures allowed during each stage. In addition, accessible pedestrian route plans will be developed to ensure pedestrian traffic can be maintained through the various traffic control stages.

The temporary traffic control plan development will be designed to meet the requirements of the Manual on Uniform Traffic Control Devices (MUTCD) and the Washington State Department of Transportation's (WSDOT) Standard Drawings for Temporary Traffic Control. The temporary traffic

control will identify the staging concepts for motor vehicles, pedestrians, bicycles and heavy vehicles. Details shall include lane widths, taper rates, pavement markings, striping, temporary traffic control measures (tubular markers, drums, barricades, pedestrian channelization devices, etc.), flagger locations (if necessary), sign locations and sign details required to accommodate traffic during each stage and required temporary striping.

GTEng will develop supplemental temporary traffic control special provisions that augment those required by the City of Camas. The special provisions will be based on and supplement the Washington State Standard Specifications for Road, Bridge, and Municipal Construction.

GTEng will develop an Engineer's cost estimate for the temporary traffic control elements of the project. The Engineer's cost estimate will be based on Washington State bid history data and internal cost estimating data.

Deliverables

- Advance Signing Plan
 - Staging Plans
 - Temporary Pedestrian Route Plans
 - Special Provisions
 - Engineer's Cost Estimate
- Striping Design –
GTEng will develop plans and details for roadway striping modifications to accommodate the pavement restoration associated with the bridge replacement. The striping will be designed to meet the City of Camas and MUTCD standards.

GTEng will develop supplemental temporary traffic control special provisions that augment those required by the City of Camas. The special provisions will be based on and supplement the Washington State Standard Specifications for Road, Bridge, and Municipal Construction.

GTEng will develop an Engineer's cost estimate for the temporary traffic control elements of the project. The Engineer's cost estimate will be based on Washington State bid history data and internal cost estimating data.

Deliverables:

- Striping Sheet
- Striping Detail Sheet
- Special Provisions
- Engineer's Cost Estimate

4.6 - Specifications and Bid Document

The HHPR consultant team shall prepare Project Special Provisions and assemble the Contract Bid Documents as required by the design, for bidding purposes. Project Specifications shall comply with the City of Camas Standard Specification format. The special provisions will be based on and supplement the Washington State Standard Specifications for Road, Bridge, and Municipal Construction. The special provisions will be developed and submitted for review in Word Format.

Assumptions:

- Along with the "Bid Proposal", a listing of the Special Provision sections shall be submitted at the 60% design phase to the City for review and comment.
- Special Provisions and Contract Bid Documents shall be submitted at the 90% and Final design phases to the City for review and comment.
- City to provide "boiler plate" Contract Bid Documents to assist with the completion and assembly of the final Contract Bid Documents.
- Reproduction of the Final Project Contract Bid Documents to be by the City.

Deliverables:

- 60% Bid Proposal Form and Special Provisions Section Listing
- 90% and Final Special Provisions and Bid Documents.

4.7 - Construction Cost Estimate

The HHPR consultant team shall prepare itemized Construction Cost Estimates at the completion of 60%, 90%, and Final design phases.

Assumptions:

- Construction Cost Estimates at the completion of 60%, 90%, and Final design phases will be submitted to the City for review and comment.
- The HHPR consultant team will prepare a cost analysis using unit prices from the City, WSDOT/APWA, and other local agency bid history data and tabulations.
- The cost estimates will be itemized quantities based on the bid items developed with bid proposal form and will be provided in Excel format.

Deliverables:

- 60%, 90% and Final Construction Cost Estimates

4.8 - Bidding

- The HHPR consultant team will respond to questions and issues arising during bidding.
- The HHPR consultant team will prepare and issue up to one (1) addendum.
- The HHPR consultant team will attend the City pre-bid conference.

4.9 – NPDES (DOE) and SWPPP

- HHPR will prepare the DOE Construction Storm Water General Permit (CSWGP) application, and submit to the City for processing by the City.
- HHPR will submit the Notice of Intent (NOI) to the City for processing to DOE by the City.
- HHPR will prepare the Storm Water Pollution Prevention Plan (SWPPP) for the Project.

Assumption:

- City to submit and process the Construction Storm Water General permit application and NOI.

Deliverables:

- DOE CSWGP Application
- NOI
- SWPPP

Task 5 – Environmental Permitting/Compliance Services

5.1 - NEPA Compliance

HHPR will prepare a NEPA Categorical Exclusion (CE) Documentation Form (DOT Form 140-100 Revised 03/2018). HHPR will attend a project kick-off meeting with WSDOT Local Programs staff.

Assumptions:

- 3rd Avenue Bridge is not eligible for listing under the NHPA.
- No 4(f) impacts associated with City Skate Park or other properties.
- No environmental justice analysis or document will be required.
- No formal NEPA administrative record will be prepared for the project.

Deliverables:

- Categorical Exclusion (CE) Documentation Form.

5.2 - Endangered Species Act (ESA) Compliance

ESA compliance is required as part of the WSDOT NEPA review and Clean Water Act (CWA) permitting. HHPR will prepare a Biological Assessment (BA) based on database research, scientific literature review, and habitat assessments completed by HHPR. The BA will generally follow the WSDOT template (www.wsdot.wa.gov/Environment/Biology/BA/BAtemplates.htm#BA). HHPR will also coordinate with WSDOT environmental staff for preparation and review of the BA.

Assumptions:

- No consultation meetings with US Fish and Wildlife Service (USFWS) or NOAA National Marine Fisheries Service (NMFS) will be required.
- No analysis or documentation required by WSDOT for geotechnical investigations in Washougal River.
- A Hi-Run analysis will be completed to address changes in stormwater treatment.
- No Effect determinations will be approved for yellow-billed cuckoo, streaked horned lark, Northern spotted owl, and golden paintbrush.
- In-water noise analysis will not be required (because work structures will not be hammered into riverbed).
- NMFS and USFWS will issue, in a timely manner, a Biological Opinion.
- The BA prepared following the WSDOT/FHWA template will be acceptable to other agencies (e.g., US Army Corps of Engineers) requiring an ESA evaluation.

Deliverables:

- ESA Biological Assessment.

5.3 - Joint Aquatic Resources Permit Application (JARPA)

HHPR will prepare a Joint Aquatic Resources Permit Application (JARPA) Form for impacts to Waters of the US and Waters of the State at the pier in the Washougal River.

Assumptions:

- Regulation under the Rivers and Harbors Act is not applicable.

Deliverables:

- JARPA Form.

5.4 - Clean Water Act (CWA) Permits

HHPR will submit the JARPA Form and supporting documents (e.g., biological assessment approved by other federal agencies) to the US Army Corps of Engineers (USACE) for issuance of a Nationwide Permit under CWA §404 and to the Washington Department of Ecology (Ecology) for a Water Quality Certification under CWA §401. Ecology's review is presumably required under §401 because work activities will be below the Ordinary High Water Mark (OHWM) and outside the original footprint of the bridge pier. HHPR will coordinate with these agencies, including a pre-application meeting, throughout their review and permit issuance.

The OHWM will be determined following USACE Regulatory Guidance Letter No. 05-05 (2005) and located by HHPR land surveyors.

Assumptions:

- No wetland delineation or report required.
- City will obtain signatures of surrounding property owners (Attachment A of the JARPA Form) if requested by agencies.
- Joint pre-application meeting with USACE and Ecology at USACE Ridgefield office.
- One site visit with USACE and Ecology.
- USACE will issue, in a timely manner, a Nationwide Permit (NWP) 3 – Maintenance or other applicable NWP.
- Ecology will issue, in a timely manner, a Water Quality Certification.
- EPA will not require an individual §404 permit or §401 certification.
- No compensatory mitigation plans will be required by USACE, Ecology, or EPA.

Deliverables:

- Brief summary to City of pre-application meeting.
- Brief summary to City of site visit.

5.5 - Hydraulic Project Approval (HPA)

HHPR will submit the JARPA Form and supporting documents (e.g., biological assessment approved by other federal agencies and proof of SEPA approval) to Washington Department of Fish and Wildlife (WDFW) via the agency's online Aquatic Protection Permitting System (APPS).

Assumptions:

- WDFW will accept the OHWM delineation made by HHPR following USACE guidelines.
- One pre-application meeting with WDFW at the Ridgefield office.
- One site visit with WDFW.
- All application and related fees will be paid by the City.
- WDFW will issue, in a timely manner, a Standard HPA.
- No compensatory mitigation plans will be required by WDFW.

Deliverables:

- Brief summary to City of pre-application meeting.
- Brief summary to City of site visit.

5.6 - SEPA Compliance

HHPR will prepare and submit a SEPA Environmental Checklist for the project.

Assumptions:

- One pre-application meeting with City.
- Cultural resources information provided by AINW.
- Final Environmental Checklist will not exceed 30 pages of text, excluding maps and appendices.
- No subsequent changes to design will change impacts or final Environmental Checklist.
- The project will not cause water quality impacts to the Troutdale Aquifer or Washougal River.
- All application and related fees will be paid by the City.
- A Determination of Non-Significance (DNS) or Mitigated Determination of Non-Significance (MDNS) will be issued for a 14-day comment period.
- No appeals filed against the City's SEPA determination that require additional work by HHPR.

Deliverables:

- SEPA Environmental Checklist.

5.7 - Critical Area Compliance

HHPR will prepare a critical area report to address Camas Municipal Code Chapter 16.51. The report will address wetlands, critical aquifer recharge areas (CARA), frequently flooded areas, geologically hazardous areas, and Fish and Wildlife Conservation Areas.

Assumptions:

- The project is not an exempt activity.
- A wetland delineation or report is not required.
- A Hydrogeologic Assessment (Level One or Two) is not required.
- A Geotechnical Evaluation and Assessment is not required.
- Impact to Fish and Wildlife Conservation Areas limited to potential fisheries impacts.
- No compensatory mitigation plans will be required.

Deliverables:

- Critical Area Report.

5.8 - Shoreline Master Program (SMP) Compliance

HHPR will prepare a written statement of exemption and submit it to City planning staff. The written statement will be a memorandum addressed to both the City and Ecology. SMP exemption 2.3.2.2 for normal maintenance or repair is considered the appropriate exemption (Robert Maul, Planning Manager, email comm. James Hodges, Project Manager, August 1, 2018).

Assumptions:

- The memorandum will be less than 10 pages, excluding appendix material.
- City will submit the statement of exemption to Ecology.
- Ecology agrees with the exemption without further conditions or additional analysis.
- All application and related fees will be paid by the City.

Deliverables:

- A written statement of exemption.

5.9 - Geotechnical Investigation Permits

To facilitate the engineering design, Hart Crowser needs to investigate subsurface conditions around the base of the existing piers, which are below OHWM and in the 100-year floodplain. HHPR, with support from Hart Crowser, will prepare the following applications and associated documents to obtain authorization for the geotechnical investigations:

- JARPA for a WDFW Hydraulic Project Approval (HPA), and
- ESA No Effect Letter for WSDOT compliance.

HHPR will coordinate with agency staff through the review and approval process.

Assumptions:

- One drillhole at each end of the bridge deck using a truck-mounted rig and one drillhole made outside of the wetted stream using a track-mounted rig while river levels are low.
- Pre-application meeting with WDFW will be less than 3 hours (including prep and travel).
- HHPR will prepare the permit drawings.
- A CWA 404 NWP 6 Survey Activities is applicable with no Pre-Construction Notification.
- Regulation under the Rivers and Harbors Act is not applicable.
- In-water noise analysis will not be required because shaft will be drilled, not hammered, into riverbed.
- WDFW will issue, in a timely manner, a Standard HPA.
- WSDOT will approve the No Effect Letter in a timely manner.
- No compensatory mitigation plans will be required by any agency.
- City of Camas critical area report or statement of exemption is not required.

Deliverables:

- JARPA Form.
- ESA No Effect Letter.

**Task 6 – Cultural Resources Permitting/Compliance Services
(by Archaeological Investigations Northwest, Inc. – AINW)**

The cultural resource study will be done to meet Section 106 of the NHPA in anticipation of WSDOT funding. The study will also be designed to also meet the requirements of the City of Camas' archaeological ordinance and SEPA documentation and review. The Washington State Department of Archaeology and Historic Preservation (DAHP) guidelines will be followed, and 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. The main tasks are as follows:

- Provide the draft Area of Potential Effect (APE) for the City to submit to WSDOT.
 - The APE will need to include all areas of possible ground disturbance and work areas.
- Conduct an archaeological survey once the APE has been approved by DAHP.
 - A pedestrian survey and shovel testing will be needed for the survey to determine whether an archaeological resource is present in the APE.
 - No archaeological surveys have been conducted at the bridge, although there have been studies nearby and an archaeological resource is downstream from the bridge. The project is within a high probability area for archaeological resources.

Scope of Work

- Up to ten shovel tests will be excavated to test for resources. None are likely to be needed immediately under the bridge, but areas where there may be impacts that are not covered by gravel, fill, or pavement may need to be shovel tested.
- No artifacts will be collected.
- Up to one archaeological site may be found and will need to be documented on a form.
- Conduct a historic resource inventory.
 - Updated Historic Property Inventory forms will be prepared for up to four historic resources, and their eligibility for listing in the NRHP will be updated.
 - AINW recorded the historic NE 3rd Avenue Bridge for a previous project, and the bridge was recommended by AINW as not eligible for listing in the National Register of Historic Places (NRHP).
 - Staging or work areas are proposed for two parcels west of NE 3rd Avenue/E Street south of the Washougal River. There are three buildings on these two parcels, and they probably were constructed at least 45 years ago; they are not anticipated to be significant resources.
 - No other parcels where there are buildings and structures are within the APE.
- Prepare and submit the cultural resource survey report for review.
 - The report will be prepared to meet Section 106 of the NHPA review by WSDOT, and this level of documentation will suffice for review by the City, and for the U.S. Army Corps of Engineers, if that is needed.
 - Forms will be included for the historic resources and archaeological resource, if one is found in the APE.
 - AINW will provide the summary information needed for the SEPA checklist.

Task 7 – Right of Way Services (by Universal Field Services, Inc. – UFS)

UFS shall provide labor, equipment and materials to acquire up to three property acquisitions (Temporary Construction Easements – TCEs) for the City.

Right-of-way activities shall conform to the standards contained in the Uniform Act of 1970 and amendments, the laws of the State of Washington and City Policies and Procedures.

7.1 - Preliminary Title Reports

UFS will obtain preliminary title reports for each property acquisition, and review each preliminary title report for encumbrances, liens, or defects.

Assumptions:

- The City and/or HHPR will provide the property owner list, maps, descriptions and documents needed.
- Up to Three (3) Property Acquisitions (TCEs)

Deliverables:

- Up to Three (3) Preliminary Title Reports

7.2 - Right of Way Cost Estimate

UFS will complete a right of way cost estimate based on the right of way plans provided by HHPR.

Assumptions:

- Up to Three (3) Property Acquisitions (TCEs)

Deliverables:

- One (1) Project Funding Estimate

7.3 – Administrative Offer Summaries

UFS shall provide one administrative offer summary (AOS) for each ownership with a PFE value of \$10,000 or less.

Assumptions:

- Up to Three (3) Administrative Offer Summaries
- No Appraisal or Appraisal Review Services included (based on PFE values are less than \$10,000) and would be considered as addition services.

Deliverables:

- Up to Three (3) Administrative Offer Summaries

7.4 – Acquisition Services

UFS will conduct negotiations, on behalf of the City.

UFS will research the ownership status of the parcel and any existing conditions impacting the parcel. Consultant will provide potential courses of action for obtaining clear title for the City.

UFS will compile and/or prepare all essential documents to be submitted to owners using City approved documents. These include, but are not limited to project information letters, acquisition and relocation brochures, offer-benefit letters, acquisition summary statements, copy of the valuation, map of acquisition, and instruments of conveyance. UFS shall make all offers in person or by certified mail.

UFS shall provide all property owners with:

- A complete copy of the valuation that just compensation is based upon at the initiation of negotiations.
- Consultant will prepare and maintain written diaries of negotiator contacts with property owners and tenants to document:
 - Efforts to achieve amicable settlements
 - Owners' suggestions for changes in plans
 - Responses to owners' counterproposals, etc.

UFS will make every reasonable effort to acquire the right-of-way expeditiously by negotiation. Property owners must be given reasonable opportunity to consider the offer and present material the owner believes is relevant to determining the value of the property.

Assumptions:

- City will pay closing and recording costs

Deliverables:

- Three (3) completed negotiation packets with document for recording.

Task 8: Right-of-Way Plans and Documents

8.1 - Legal Descriptions and Exhibits

HHPR will prepare up to three (3) legal descriptions and exhibits for the Temporary Construction Easements (TCEs).

HHPR will prepare the legal descriptions based on the location developed with the City and UFS, and will forward to the City or their legal counsel, or Title Company for incorporation into deeds and for recordation.

Deliverables:

- Up to Three (3) Temporary Construction Easements (TCEs) Legal Descriptions
- Up to Three (3) Temporary Construction Easements (TCEs) Exhibits

8.2 - Right-of-Way Plans and Documents

HHPR will prepare Preliminary and Final Right-of-Way plans for the Temporary Construction Easements (TCEs), and submit to the UFS and the CITY for review and approval.

Deliverables:

- Preliminary Right-of-Way (TCEs) plans
- Final Right-of-Way (TCEs) plans

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.

UDBE Plan for Third Avenue Bridge - Seismic Upgrade
City of Camas, Washington
Project Number: T1010

1. How will the UDBE requirements be met?

Harper Houf Peterson Righellis Inc. (HHPR), as prime consultant on the project will enter into a sub-consulting agreement with Global Transportation Engineering (GTEng) a certified DBE/ESB/MBE/WBE firm located in Portland, Oregon. The Washington State certification number for GTE is #MSF0024325.

2. What scope of services will be provided by GTEng?

GTE is a consulting firm specializing in transportation engineering and planning services. HHPR has included GTE to address two areas of work for this consultant agreement as follows:

A) Temporary Traffic Control and Staging.

GTEng will evaluate alternatives and prepare necessary plans for construction traffic management. Traffic management plans will be designed in accordance with the Manual on Uniform Traffic Control Devices and also the WSDOT Work Zone Traffic Control Guidelines for Maintenance Operations. The project plans may consist of lane closures, temporary signals or other management alternatives as deemed appropriate. The assessment will include an evaluation of traffic conditions during construction, public and worker safety, adjacent intersection operations and other mobility needs.

B) CAD Services.

GTEng will provide support to the design team assisting with the preparation of the civil and structural plans and details. Working under the direction of the HHPR project engineers, GTEng technical staff will assist in the preparation of drawings and details during preliminary and final design.

3. Will the proposed services meet the project UDBE goal?

A goal of 7 percent UDBE participation has been established for this project. The total consulting fee for the work is \$ 570,140 based on the AE agreement that has been submitted for approval. The agreement includes \$ 40,058 for the services to be provided by GTEng. The GTEng services will meet the entire goal of 7 percent UDBE participation.

Agreement Number: LA 9458

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

See attached scope of work

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

AutoCAD drawing and data files

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

See attached scope of work

Agreement Number:

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

AutoCAD 2016 .dwg

B. Roadway Design Files

N/A

C. Computer Aided Drafting Files

AutoCAD 2016 .dwg

Agreement Number: LA 9458

II. Any Other Electronic Files to Be Provided

MS Word and Excel files

III. Methods to Electronically Exchange Data

Email files (FTP) or and/or USB flash drive

A. Agency Software Suite
City of Camas standard

B. Electronic Messaging System
City of Camas standard

C. File Transfers Format
City of Camas standard

Exhibit D

Prime Consultant Cost Computations

See Attached Harper Houf Peterson Righellis Inc documents -

- 1) Professional Services Fee Estimate
- 2) Rates of Pay Fee Schedule
- 3) WSDOT Indirect Cost Rate (IRC) Acceptance Letter

Agreement Number: LA 9458



**Harper
Houf Peterson
Righellis Inc.**

ENGINEERS • PLANNERS
LANDSCAPE ARCHITECTS • SURVEYORS

NE 3rd Avenue Bridge Seismic Retrofit

Professional Services Fee Estimate September 11, 2018

Harper Houf Peterson Righellis Inc. (Project Management, Survey, Engineering, Permitting)																	Total Per Task	
Project Manager	Senior Bridge Engineer	Struct. Engineer	Struct. Designer	Project Engineer	Civil Engineer	CAD	Senior Scientist	Scientist	S.Mgr.	P.Surv.	S.Tech	Survey Crew Chief	Survey Crew	BIM Specialist	Cler.	Reim.	Task	
																	\$44,659	
50															12	\$500.00	\$10,892	
12	12																\$100.00	\$4,795
18	18																\$150.00	\$7,193
20	20	10		10											5			\$11,043
16	2																	\$3,473
16	1					2	1								1	\$20.00		\$3,686
8						16									4	\$200.00		\$3,577
																	\$23,638	
1									2	24								\$3,495
1									2	16	8	16	16					\$5,656
1									4	6	24	40	40	40		\$100.00		\$14,487
																	\$50,911	
																	\$311,352	
	24																	\$4,778
	16	24	8															\$7,100
	16	12	6															\$5,307
	80	80	72															\$32,693
	160	40	40															\$40,564
1				16	8													\$3,636
1				16	8													\$3,636
2	40		8												1	\$50.00		\$9,119
	24	16	12			40										\$20.00		\$11,902
1				8	8	24										\$20.00		\$4,798
2	12			8	2													\$4,248
2	60	32	32			96									1	\$100.00		\$28,938
2				16	32	56									1	\$50.00		\$12,440
2	40	24	16			64									1	\$100.00		\$19,400
2				16	24	40									1	\$50.00		\$9,871
2	40	24	12			56									1	\$100.00		\$18,282
2				8	16	24									1	\$50.00		\$6,075
tion Engineering – GTEng)																	\$40,058	
1	16		4	8	4													\$5,427
R	2	32		12	16	8												\$11,183
	1	16		2	8	2												\$5,016
	2	24		8	16	4												\$8,767
	1	8	2		4	1												\$2,794
	1	12	8		8	4	32								2			\$8,678
	4	4			4											\$20.00		\$2,199
	1				8	2									1			\$1,732
	1				8	4	8									\$10.00		\$2,714
																	\$85,983	
1							38	94									\$20.00	\$11,664
1							10	58	162						2			\$20,096
1							8	50	102								\$20.00	\$14,561
1								30	14						2			\$5,195
1								20	12								\$20.00	\$3,633
1								30	66								\$20.00	\$8,682
1								12	36								\$20.00	\$4,268
1								30	40								\$20.00	\$6,874
						6	32	90									\$20.00	\$11,010
vestigations Northwest, Inc. – AINW)																	\$20,696	
																	\$18,152	
																	\$14,749	
									3	24	24						\$10.00	\$5,616
					24	12	40										\$20.00	\$9,133
\$192.20	\$199.08	\$136.77	\$82.02	\$153.35	\$123.76	\$98.69	\$129.31	\$69.55	\$159.43	\$124.31	\$89.36	\$81.16	\$71.43	\$114.07	\$65.14			

PRIME CONSULTANT

Harper Hour Peterson Righellis Inc. (Managers / Permitting / Engineering Services) \$440,323

SUB-CONSULTANTS *

Hart Crowder Inc. (Geotechnical Investigation Services) \$50,911
Global Transportation Engineering (Traffic and CAD Services) \$40,058
Archaeological Investigations Northwest Inc. (Cultural Services) \$20,696
Universal Field Services, Inc. (R/W Services) \$18,152

* Refer to Exhibit E: Sub-consultant Cost Computations for details

TOTAL CONSULTANT SERVICES ESTIMATE \$570,140

**Consultant Fee Determination - Summary Sheet
(Specific Rates of Pay)**

Fee Schedule

NE3rd Avenue Bridge Seismic Improvements

Harper Houf Peterson Righellis Inc.

September 11, 2018

Discipline or Job Title	AVG Hourly Rate \$	Overhead @ %	Labor + Overhead \$	Profit @ %	Profit \$	Billing Rate Per Hour \$
Project Manager	\$66.47	159.14%	\$172.26	30.00%	\$19.94	\$192.20
Project Engineer	\$53.04	159.14%	\$137.44	30.00%	\$15.91	\$153.35
Civil Engineer	\$42.80	159.14%	\$110.92	30.00%	\$12.84	\$123.76
Civil Designer	\$33.28	159.14%	\$86.24	30.00%	\$9.98	\$96.22
CAD Technician	\$34.13	159.14%	\$88.45	30.00%	\$10.24	\$98.69
CAD Technician II	\$14.00	159.14%	\$36.28	30.00%	\$4.20	\$40.48
Senior Bridge Engineer	\$68.85	159.14%	\$178.42	30.00%	\$20.66	\$199.08
Structural Manager	\$53.11	159.14%	\$137.63	30.00%	\$15.93	\$153.56
Structural Engineer	\$46.96	159.14%	\$121.68	30.00%	\$14.09	\$135.77
Structural Designer	\$28.37	159.14%	\$73.51	30.00%	\$8.51	\$82.02
BIM Specialist	\$39.45	159.14%	\$102.24	30.00%	\$11.84	\$114.07
Senior Scientist	\$44.72	159.14%	\$115.89	30.00%	\$13.42	\$129.31
Scientist	\$24.05	159.14%	\$62.33	30.00%	\$7.22	\$69.55
Construction Manager	\$53.11	159.14%	\$137.63	30.00%	\$15.93	\$153.56
Landscape Architect	\$33.48	159.14%	\$86.76	30.00%	\$10.04	\$96.81
Landscape Designer	\$25.96	159.14%	\$67.27	30.00%	\$7.79	\$75.06
Senior Planner	\$46.55	159.14%	\$120.62	30.00%	\$13.96	\$134.59
Planner	\$38.46	159.14%	\$99.67	30.00%	\$11.54	\$111.21
Assistant Planner	\$23.08	159.14%	\$59.80	30.00%	\$6.92	\$66.72
Inspector	\$35.93	159.14%	\$93.11	30.00%	\$10.78	\$103.89
Survey Manager	\$55.14	159.14%	\$142.89	30.00%	\$16.54	\$159.43
Project Surveyor	\$42.99	159.14%	\$111.41	30.00%	\$12.90	\$124.31
Survey Technician	\$30.90	159.14%	\$80.08	30.00%	\$9.27	\$89.36
Survey Crew (Crew Chief)	\$28.07	159.14%	\$72.74	30.00%	\$8.42	\$81.16
Survey Crew (Instrument Person)	\$24.70	159.14%	\$64.02	30.00%	\$7.41	\$71.43
Clerical	\$22.53	159.14%	\$58.38	30.00%	\$6.76	\$65.14



**Washington State
Department of Transportation**

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

July 9, 2018

Harper Houf Peterson Righellis, Inc.
205 SE Spokane Street, Suite 200
Portland, OR 97202

Subject: Acceptance FYE 2017 ICR – Audit Office Review

Dear Mr. Ken Baldwin:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2017 Indirect Cost Rate (ICR) of 159.14%. (rate includes 0.50% Facilities Capital Cost of Money). This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:rck

Exhibit E

Sub-consultant Cost Computations

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

See Attached documents

-Hart Crowser Inc. (Geotechnical Investigation Services)

- 1) Summary of Hours and Expenses - Fee Estimate
- 2) Rates of Pay Fee Schedule
- 3) WSDOT Indirect Cost Rate (IRC) Acceptance Letter

Global Transportation Engineering (Traffic and CAD Services)

- 1) Professional Services Fee Estimate
- 2) Rates of Pay Fee Schedule
- 3) WSDOT Indirect Cost Rate (IRC) Acceptance Letter

Archaeological Investigations Northwest Inc. (Cultural Services)

- 1) Fee Summary Sheet
- 2) Billing Rates Schedule
- 3) WSDOT Indirect Cost Rate (IRC) Acceptance Letter

Universal Field Services, Inc. (R/W Services)

- 1) Fee Summary Sheet
- 2) Rates of Pay Summary Sheet
- 3) WSDOT Indirect Cost Rate (IRC) Acceptance Letter

Agreement Number: LA 9458

18-S-1540-033 - 3rd Avenue Bridge Seismic Retrofit
Summary of Hours and Expenses - FEE ESTIMATE

Task Descriptions	Senior Principal	Principal	Senior Associate	Associate	Senior Project	Project	Senior Staff	Staff	Senior Drafter	Project Assistant	Professional Staff Fees Subtotal	Reimbursables / Expenses	Total
Billing Rates (WSDOT/Clark County-2018)	\$222.64	\$222.64	\$222.64	\$182.96	\$158.12	\$137.46	\$120.02	\$95.65	\$110.36	\$82.74			
Field Reconnaissance and Utility Locates				2			5				\$966	\$1,775	\$2,741
Field Exploration				2			36				\$4,687	\$13,800	\$18,487
Laboratory Testing						1					\$137	\$2,000	\$2,137
Engineering Analysis		2		4		4	16				\$3,647		\$3,647
Site Specific Seismic		2		6		4	60				\$9,294		\$9,294
Report Preparation (Draft and Final)		4		6		4	16		6	6	\$5,617		\$5,617
Design Team Discussions and Review Comments		1		8		4					\$2,236		\$2,236
Plan and Specification Review				2		8					\$1,466		\$1,466
Permitting Support and Coordination				6							\$1,098		\$1,098
Project Management and Support		1		8						8	\$2,348		\$2,348
TOTAL without Contingency											\$31,496	\$17,575	\$49,071
Contingency Task - Track Rig Drilling/Clearing							2				\$240	\$1,600	\$1,840
TOTAL	0	10	0	44	0	25	135	0	6	14	\$31,736	\$19,175	\$50,911

Hart Crowser, Inc.

Rates of Pay Fee Schedule

September 2018

Overhead 224.46%
Profit 30%

Name	Type	FY19 Hourly Rate	Overhead	Profit	Billing Rate
Sr. Principal					
Average		\$ 62.81	\$ 140.98	\$ 18.84	\$ 222.64
Principal					
Average		\$ 62.81	\$ 140.98	\$ 18.84	\$ 222.64
Sr. Associate					
Average		\$ 62.81	\$ 140.98	\$ 18.84	\$ 222.64
Associate					
Average		\$ 51.62	\$ 115.86	\$ 15.48	\$ 182.96
Sr. Project					
Average		\$ 44.61	\$ 100.13	\$ 13.38	\$ 158.12
Project					
Average		\$ 38.78	\$ 87.05	\$ 11.63	\$ 137.46
Sr. Staff					
Average		\$ 33.86	\$ 76.00	\$ 10.16	\$ 120.02
Staff					
Average		\$ 26.98	\$ 60.57	\$ 8.10	\$ 95.65
Sr. Drafter					
Average		\$ 31.14	\$ 69.89	\$ 9.34	\$ 110.36
Project Assistant					
Average		\$ 23.34	\$ 52.40	\$ 7.00	\$ 82.74



**Washington State
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www.wsdot.wa.gov

January 29, 2018

Hart Crowser, Inc.
3131 Elliott Avenue, Suite 600
Seattle, WA 98121

Subject: Acceptance FYE 2017 ICR – CPA Report

Dear Mr. Robert Jenson:

We have accepted your firms FYE 2017 Indirect Cost Rate (ICR) of 224.46% based on the "Independent CPA Report," prepared by T. Wayne Owens, CPA. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms

Global Transportation Engineering (GTEng) Scope of Services: 3rd Avenue Bridge Seismic Improvements- City of Camas Project No. T1010 Traffic Engineering Design Estimated Budget September 11, 2018	GTEng					
	Principal/Project Manager 3	Sr. Project Engineer 3	Sr. Engineering Associate Engineer 3	Associate Engineer 1	Graphics Support	Expenses
Task Description						
Task 1: Project Management and Controls	20.0	16.0				
Task 2: Meetings (7)	21.0			18.0		\$ 350.00
Task 3: Traffic Management Plan	16.0	10.0		40.0		
Task 4: Temporary Traffic Control Design	24.0	40.0		64.0	48	
Task 5: Striping Design	6.0	6.0		20.0	8	
Task 6: CAD Support Services (as directed by HHPR)	5		10		65	

Total Hours By Task	Total Labor By Task	Total Expenses By Task	Grand Total By Task
36	\$ 4,147.20	\$ -	\$ 4,147.20
18	\$ 3,715.20	\$ 350.00	\$ 4,065.20
66	\$ 5,875.20	\$ -	\$ 5,875.20
176	\$ 15,782.40	\$ -	\$ 15,782.40
40	\$ 3,456.00	\$ -	\$ 3,456.00
80	\$ 6,732.00	\$ -	\$ 6,732.00

Total Hours	92	72	10	142	121	\$ 350.00
Hourly Rate	\$115.20	\$115.20	\$100.80	\$72.00	\$79.20	
						\$40,058.00

Total Hours	Total Wages	Total Expenses	Project Total
416	\$ 39,708.00	\$ 350.00	\$ 40,058.00

TOTAL:	\$40,058.00
--------	-------------



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March 1, 2016

Monica T. Leal, Owner
Global Transportation Engineering Corporation
1020 SW Taylor Street
Portland, OR 97205-2543

Re: Global Transportation Engineering Corporation
Safe Harbor Indirect Cost Rate

Dear Ms. Leal:

Washington State has received approval from our local Federal Highway Administration (FHWA) Division to continue administering the "safe harbor" indirect cost rate program on engineering and design related service contracts, as well as for Local Public Agency projects.

We have completed our risk assessment for Global Transportation Engineering Corporation. Our assessment was conducted based on the documentation provided by the firm. The reviewed data included, but was not limited to, a description of the company, basis of accounting, accounting system and the basis of indirect costs. Based on our review, your firm is eligible to use the Safe Harbor rate. You have opted to use the Safe Harbor rate, rather than provide a FAR-complaint rate at this time.

We are issuing the Safe Harbor Indirect Cost Rate of 110% of direct labor with a field rate, where applicable, of 80% of direct labor for Global Transportation Engineering. The Safe Harbor rate is effective on March 1, 2016.

Global Transportation Engineering has agreed to improve Internal Controls and timekeeping processes in order to be able to develop an Indirect Cost Rate Schedule in the future in accordance with the Federal Acquisition Regulations (FAR), Subpart 31. The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide. The Safe Harbor Rate of 110%, or 80% for field office situations, can be used for agreements entered into prior to December 31, 2018. For agreements entered into after this date, please contact the WSDOT Consultant Services Office (CSO) or our office for guidance.

The Safe Harbor Rate will not be subject to audit. Please coordinate with CSO or your Local Programs contact if you have questions about when to apply the Safe Harbor rate to your agreement.

If you have any questions, please contact me, Jeri Sivertson, or Steve McKerney at (360)705-7003.

Sincerely,


Schatzie Harvey
Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit
Jeri Sivertson, Assistant Director of Internal Audit
Larry Schofield, MS 47323
File

CERTIFICATION OF FINAL INDIRECT COSTS – FOR A SAFE HARBOR INDIRECT COST RATE

Firm Name: Global Transportation Engineering Corporation

I, the undersigned, certify that I have reviewed the proposal to establish the Safe Harbor rate.

The firm is electing to use the SAFE HARBOR INDIRECT COST RATE of 110% of direct labor with a field rate, when applicable, of 80% of direct labor. To the best of my knowledge and belief:

- a) The firm has not had a FAR compliant indirect cost rate previously accepted by any other state agency.*
- b) The firm will provide reports as required by the SAFE HARBOR RATE program on their progress toward compliance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*

All known material transactions or events that have occurred affecting the firm's ownership, organization and prior & current indirect cost rates have been disclosed.

The firm agrees to follow the "Path to Compliance". Steps noted below:

The Pathway must include:

- A timekeeping system which includes the Internal Controls described in chapter 6 of AASHTO*
- An accounting system which separates indirect costs and direct costs*
- An accounting system which separates allowable and unallowable cost*
- A compliant job cost system which is general ledger driven*
- Training for accounting personnel and key management on Part 31 of the Federal Acquisition Regulations, Contract Cost Principles and Procedures*
- A strong written internal control policy with a policy and procedures manual*

*Signature: _____

*Name of Certifying Official (Print): Dana M. Beckwith

*Title: Vice President

Date of Certification (mm/dd/yyyy): 2/25/2016

*Note: This form is to be completed by an individual executive or financial officer of the consultant at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the agreement.

ARCHAEOLOGICAL INVESTIGATIONS NORTHWEST, INC.

Consultant Fee Determination - Summary Sheet

Project: 3rd AVENUE BRIDGE SEISMIC IMPROVEMENTS, CAMAS WASHINGTON

Classification	Man Hours		Rate		Cost
PI/PM/Senior Archaeologist-Jo Reese	7	x	\$ 182.59	=	\$ 1,278.13
Senior Archaeologist-Eva Hulse	10	x	\$ 125.06	=	\$ 1,250.60
Senior Archit. Historian-Andrea Blaser	64	x	\$ 110.33	=	\$ 7,061.12
Supervising Archaeologist	68	x	\$ 103.39	=	\$ 7,030.52
Staff Archaeologists	37	x	\$ 71.70	=	\$ 2,652.90
Graphics-GIS	8	x	\$ 105.05	=	\$ 840.40
Res./Proj. Assist./Proj.Admin	5.5	x	\$ 76.71	=	\$ 421.91
	199.5				
Total DSC				=	\$ 20,535.58

Reimbursables:

Mileage for field-historic resource 30 @ \$0.545/mi	\$ 16.35
Vehicle 2 Days @ \$65/Day	\$ 130.00
Fuel/Gas	\$ 14.00

Subconsultant Costs (NONE):

\$ -

Grand Total

\$ 20,695.93

Prepared By: Jo Reese, VP

Date: 8/31/2018

Archaeological Investigations Northwest, Inc.

3510 NE 122nd Avenue

Portland, OR 97230

CITY OF CAMAS -- 3RD AVENUE BRIDGE SEISMIC IMPROVEMENTS

Billing Rates

For Period: September 1, 2018 - December 31, 2019

Job Classifications	Direct Labor Rates	Overhead 147.92%	Fixed Fee 30%	All Inclusive Hourly Billing Rate
Princ.Inv./PM/Sen.Archaeologist <i>Jo Reese</i>	\$ 65.70	\$ 97.18	\$ 19.71	\$ 182.59
Senior Historian/Sen.Architl. Historian <i>Judy Chapman</i>	\$ 48.30	\$ 71.45	\$ 14.49	\$ 134.24
Senior Archaeologist <i>Eva Hulse</i>	\$ 45.00	\$ 66.56	\$ 13.50	\$ 125.06
Senior Architectural Historian <i>Andrea Blaser</i>	\$ 39.70	\$ 58.72	\$ 11.91	\$ 110.33
Supervising Archaeologist <i>To Be Determined</i>	\$ 37.20	\$ 55.03	\$ 11.16	\$ 103.39
Graphics-GIS <i>Morgan Frazier, Ryan Swanson</i>	\$ 37.80	\$ 55.91	\$ 11.34	\$ 105.05
Staff Archaeologist <i>Several Staff</i>	\$ 25.80	\$ 38.16	\$ 7.74	\$ 71.70
Research/ Project Admin./Project Assist. <i>Eric Inman</i>	\$ 27.60	\$ 40.83	\$ 8.28	\$ 76.71
Archaeological Assistant (Field & Lab) (if needed) <i>(If needed)</i>	\$ 21.00	\$ 31.06	\$ 6.30	\$ 58.36

8/31/2018

Note:

2. All direct reimbursables will be at cost with no mark-ups.



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www.wsdot.wa.gov

January 17, 2018

Archaeological Investigators Northwest, Inc.
3510 NE 122nd Avenue
Portland, OR 97230

Subject: Acceptance FYE 2016 ICR – Risk Assessment Review

Dear Ms. Jo Reese:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2016 ICR of 147.92%. This rate is applicable to Washington Local Agency Contracts only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms

**Subconsultant Fee Determination
Summary Sheet**

Project: NE 3rd Ave Bridge
Task: Right of Way Appraisal and Acquisition Services
Subconsultant: Universal Field Services

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>				<u>Rate</u>	=	<u>Cost</u>
	<u>Field</u>	<u>Office</u>	<u>Total</u>				
Project Manager	12	36	48	X	\$89.52	=	\$4,297
Sr. R/W Agent	45	45	90	X	\$65.45	=	\$5,891
Sr. Admin Assistant		16	16	X	\$32.82	=	\$525
Sr. Title Specialist		8	8	X	\$48.68	=	\$389
			0	X		=	\$0
			0	X		=	\$0
Total DSC						=	<u>\$11,102.02</u>

Reimbursables: **Total Reimbursables = \$1,650.00**

Subconsultants: **Total Subconsultant Fees = \$5,400.00**

Grand Total **\$18,152.02**

Prepared By: Seth Hemelstrand Date: September 11, 2018

Universal Field Services
Subconsultant Fee Determination - Summary Sheet
(Specific Rates of Pay)
Fee Schedule 2017-2018

DIRECT LABOR COSTS

Classification (Examples)	Direct Salary Rate	Overhead	Fee	Billing Rate
		52.31%	30.00%	
	Average	Average	Average	
Project Manager	\$46.00	\$24.06	\$13.80	\$89.52
Sr. R/W Agent	\$34.00	\$17.79	\$10.20	\$65.45
Sr. Title Specialist	\$25.00	\$13.08	\$7.50	\$48.68
Sr. Admin Assistant	\$17.00	\$8.89	\$5.10	\$32.82

Bill Rates are based on current 2018 rates.

Note:

All travel will be billed per WSDOT Travel Regulations;

All sub-consultant costs and direct reimbursables will be at cost with no mark-ups; and



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www.wsdot.wa.gov

February 27, 2016

Universal Field Services
6737 S. 85th East Avenue
Tulsa, OK 74133

Subject: Acceptance FYE 2016 ICR – Cognizant Review

Dear Mr. Mitch Legel:

We have accepted your firms FYE 2016 Indirect Cost Rate (ICR) of 52.31% based on the “Cognizant Review” from Stanfield & O'Dell. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms

Exhibit F

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number: LA 9458

Exhibit G

Certification Document

- Exhibit G-1(a) Certification of Consultan
- Exhibit G-1(b) Certification of Agency Official
- 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 Lobbyin
- Exhibit G-4 Certificate of Current Cost or Pricing Dat

Agreement Number: LA 9458

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Harper Houf Peterson Righellis Inc.

whose address is

1104 Main Street, Suite 100, Vancouver, WA 98660

and that neither the above firm nor I have

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

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation 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.

Harper Houf Peterson Righellis Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

10/05/2013

Date

Agreement Number: LA 9458

Exhibit G-1(b) Certification of Agency Official

I hereby certify that I am the:

☒ Agency Official of the Local Agency

☐ Other

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

Signature

Date

Agreement Number: ~~????????~~ LA 9458

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.

Harper Houf Peterson Righellis Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

10/05/2018

Date

Agreement Number: LA 9458

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:

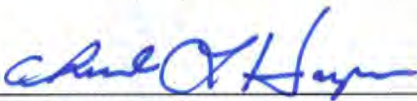
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal age , a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in 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 age , a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

Harper Houf Peterson Righellis Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

10/05/2018

Date

Agreement Number: LA 9458

Exhibit G-4 Certificat of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of Notice to Consultants (RFP) Proj. # T1010 * are accurate, complete, and current as of September 1, 2018 **.

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: Harper Houf Peterson Righellis Inc.


Signature 10/05/2018

Principal
Title

Date of Execution***:

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

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

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

Agreement Number: LA 9458

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit

Agreement Number: LA 9458

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number: LA 9458

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.

Agreement Number: LA 9458

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number: LA 9458

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Agreement Number: LA 9458