



**CITY COUNCIL REGULAR MEETING AGENDA**  
**Monday, October 15, 2018, 7:00 PM**  
**City Hall, 616 NE 4th Avenue**

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NOTE: For both public comment periods - come forward when invited; state your name and address; limit comments to three minutes. Written comments can be given to the City Clerk. If it is a public hearing or a quasi-judicial matter, special instructions will be provided.




**I. CALL TO ORDER**

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

**IV. PUBLIC COMMENTS**

**V. CONSENT AGENDA**

- A. October 1, 2018, Camas City Council Regular and Workshop Meeting Minutes
  -  [October 1, 2018 Camas City Council Workshop Meeting Minutes - draft](#)
  - [October 1, 2018 Camas City Council Regular Meeting Minutes - draft](#)
- B. Automated Clearing House and Claim Checks Approved by Finance Committee
- C. \$49,850 ADS Environmental Services Professional Services Agreement (Submitted by Sam Adams)
  -  [ADS Flow Monitoring Services](#)
  - [ADS Proposal for Flow Monitoring Services](#)
- D. \$77,332.18 September 2018 Emergency Medical Services (EMS) Write-off Billings; Monthly Uncollectable Balance of Medicare and Medicaid Accounts (Submitted by Pam O'Brien)
- E. \$570,140 Harper Houf Peterson Righellis Inc. NE 3rd Avenue Bridge Seismic Retrofit Design, Permitting and Right of Way Professional Services Agreement (Submitted by James Carothers)
  -  [NE 3rd Avenue Bridge Consultant Agreement](#)
- F. 2018 Asphalt Rubber Chip Seal Project Accepted Complete; Warranty Period Begins (Denis Ryan)
- G. 2018 Job Roster Reclassification of Two Engineering Technician Positions to Engineer I. (Submitted by Steve Wall)

- H. \$213,111.15 Camp Lacamas STEP Sewer Project Contract Award to Clark and Sons Excavating, Inc. (Submitted by James Carothers)

 [Camp Lacamas STEP Sewer Project Bids](#)

- I. NW 6th and Norwood Intersection Improvements Final Acceptance (Submitted by James Carothers)

 [NW 6th and Norwood Intersection Improvements Final Pay Estimate](#)

NOTE: Consent Agenda items may be removed for general discussion or action.

## VI. NON-AGENDA ITEMS

- A. Staff
- B. Council

## VII. MAYOR

- A. Announcements
- B. Red Ribbon Week Proclamation

 [20181015 Red Ribbon Week Proclamation UNSIGNED](#)

- C. Extra Mile Day Proclamation

 [Extra Mile Day Proclamation](#)

- D. Mayor's Volunteer Spirit Award

 [October 2018 Caroline Mercury](#)

## VIII. MEETING ITEMS

- A. Resolution No. 18-011 Approving the Parks Impact Fees (PIF) Update Dated September 2018

Presenter: Jerry Acheson, Parks and Recreation Manager

 [Staff Report](#)

[Resolution No. 18-011 Approving Option 1 PIF Update with ADU Charges](#)

[Resolution No. 18-011 Approving Option 2 PIF Update with No ADU Charges](#)

- B. Ordinance No. 18-016 Amending Chapter 3.88.070 of Camas Municipal Code (CMC) Relating to Park and Open Space Impact Fees

Presenter: Jerry Acheson, Parks and Recreation Manager

 [Ordinance No. 18-016 Amending Park Impact Fees](#)

- C. Ordinance No. 18-015 Authorizing Issuance, Sale and Delivery Not to Exceed \$10,500,000 2018 Limited General Obligation Bond

Presenter: Cathy Huber Nickerson, Finance Director

 [Ordinance No. 18-015 2018 Limited General Obligation Bond](#)

**IX. PUBLIC COMMENTS**

**X. EXECUTIVE SESSION**

A. Executive Session regarding litigation or potential litigation, per RCW 42.30.110(i)(ii)

**XI. ADJOURNMENT**

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



**CITY COUNCIL WORKSHOP MEETING MINUTES - DRAFT**  
**Monday, October 1, 2018, 4:30 PM**  
**City Hall, 616 NE 4th Avenue**

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**I. CALL TO ORDER**

Mayor Pro Tem Don Chaney called the meeting to order at 4:30 p.m.

**II. ROLL CALL**

Present: Greg Anderson, Bonnie Carter, Don Chaney, Steve Hogan, Deanna Rusch, Melissa Smith and Shannon Turk

Staff: Sam Adams, Phil Bourquin, Pete Capell, James Carothers, Jennifer Gorsuch, Cathy Huber Nickerson, Mitch Lackey, Heather Rowley, Ron Schumacher, Madeline Sutherland, Nick Swinhart, Connie Urquhart and Steve Wall

Press: Cooper Green, Camas-Washougal Post-Record

**III. PUBLIC COMMENTS**

No one from the public wished to speak.

**IV. WORKSHOP TOPICS**

- A. City of Camas Business Licenses Presentation  
Presenter: Cathy Huber Nickerson, Finance Director

 [Business License Presentation](#)

Huber Nickerson gave an overview and responded to Council's questions. This item will be placed on the October 15, 2018 Workshop Agenda for further discussion.

- B. 2018 Limited General Obligation (GO) Bond Ordinance Presentation  
Presenter: Cathy Huber Nickerson

 [2018 Limited GO Bond Ordinance Presentation](#)


This item will be placed on the October 15, 2018 Workshop Agenda for further discussion.

- C. City of Camas 2019-2020 Recommended Budget  
Presenter: Cathy Huber Nickerson, Finance Director

 [2019-2020 City of Camas Recommended Budget](#)

Huber Nickerson reviewed the presentation and discussion ensued. This item will be placed on the October 15, 2018 Workshop Agenda for further discussion.

- D. NE 3rd Avenue Bridge Seismic Retrofit Consultant Contract  
Presenter: James Carothers, Engineering Manager

 [Staff Report - NE 3rd Avenue Bridge](#)  
[NE 3rd Avenue Bridge Consultant Contract](#)


This item will be placed on the October 15, 2018 Consent Agenda for Council's consideration.

- E. Department of Natural Resources (DNR) Easement Exchange  
Presenter: Sam Adams, Utilities Manager

 [Staff Report - DNR Easement Exchange](#)  
[DNR Easement Exchange Agreement](#)

Adams summarized the item for Council.

- F. Temporary Sewer Flow Monitoring  
Presenter: Sam Adams, Utilities Manager

 [Staff Report - Temporary Sewer Flow Monitoring](#)  
[Temporary Sewer Flow Monitoring Proposal](#)

This item will be placed on the October 15, 2018 Consent Agenda for Council's consideration.

- G. Solid Waste and Recycling Rate Collection Presentation  
Presenter: Sam Adams, Utilities Manager and Chris Bell, Bell & Associates

 [Staff Report - Solid Waste Level of Service and Rates](#)  
[Solid Waste Rate Presentation](#)

Adams and Bell reviewed the presentation and discussion ensued. This item will be placed on the October 15, 2018 Workshop Agenda for further discussion.

- H. Engineering Staff Reclassifications  
Presenter: Steve Wall, Public Works Director

 [Staff Report - Engineering Staffing](#)

This item will be placed on the October 15, 2018 Regular Meeting Agenda for Council's consideration.

I. Public Works Miscellaneous and Updates

Details: This is a placeholder for miscellaneous or emergent items.

Presenter: Steve Wall, Public Works Director

Wall informed Council about the Washington State City Transportation Funding study and added that he has been invited to participate in the work group.

J. Community Development Miscellaneous and Updates

Details: This is a placeholder for miscellaneous or emergent items.

Presenter: Phil Bourquin, Community Development Director

Bourquin commented about Planning intern, Madeline Sutherland.

Bourquin stated that updates regarding the tree code, the heritage tree program and an amendment for the 2018 Comprehensive Plan will be coming before Council during future meetings.

Bourquin commented about the Plans Examiner job posting.

K. City Administrator Miscellaneous Updates and Scheduling

Details: This is a placeholder for miscellaneous or scheduling items.

Presenter: Pete Capell, City Administrator

Capell introduced Camas-Washougal Post-Record reporter, Cooper Green.

Capell commented about the September 19, 2018, meeting with Downtown Camas merchants and residents.

Capell provided an update about the mayor appointment process and announced a Special Meeting has been scheduled for November 14, 2018, at 4:30 p.m. to interview the applicants.

**V. COUNCIL COMMENTS AND REPORTS**

Anderson, Smith and Hogan attended the Camas-Washougal Fire Department (CWFD) Open House.

Anderson attended the East County Advisory Board meeting.

Carter commented about the Camas Library. She attended meetings of the Downtown Camas Association (DCA) and the Finance Committee.

Carter and Smith commented about the Parade of Homes.

Smith attended the State of the Community, the Camas-Washougal Chamber of Commerce luncheon, the Downtown Camas merchant meeting, the Law Enforcement Officers' and Fire Fighters' (LEOFF) I Board meeting, the Black Pearl ribbon cutting, the Camas-Washougal Economic Development Association

(CWEDA) meeting. She will attend a meeting of the Regional Transportation Commission (RTC).

Turk will attend a C-TRAN meeting. She commented about hosting Sister City students from Taki, Japan.

Rusch attended meetings of the Joint Policy Advisory Committee (JPAC) and the Parks & Recreation Commission.

Hogan provided an update about the CWEDA meeting he attended.

Chaney commented about serving as Mayor Pro Tem and the partnership with Washougal regarding JPAC.

## **VI. PUBLIC COMMENTS**

No one from the public wished to speak.

## **VII. ADJOURNMENT**

The meeting adjourned at 6:27 p.m.

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



**CITY COUNCIL REGULAR MEETING MINUTES - DRAFT**  
**Monday, October 1, 2018, 7:00 PM**  
**City Hall, 616 NE 4th Avenue**

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**I. CALL TO ORDER**

Mayor Pro Tem Don Chaney called the meeting to order at 7:00 p.m.

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

Present: Greg Anderson, Bonnie Carter, Don Chaney, Steve Hogan, Deanna Rusch, Melissa Smith and Shannon Turk

Staff: Phil Bourquin, Pete Capell, Jennifer Gorsuch, Shawn MacPherson and Heather Rowley

Press: Cooper Green, Camas-Washougal Post-Record

**IV. PUBLIC COMMENTS**

No one from the public wished to speak.

**V. CONSENT AGENDA**

- A. September 17, 2018, Camas City Council Regular and Workshop Meeting Minutes

 [September 17, 2018 Camas City Council Regular Meeting Minutes - Draft](#)  
[September 17, 2018 Camas City Council Workshop Meeting Minutes - Draft](#)

- B. \$388,796.86 Automated Clearing House and Claim Checks Numbered 138398 to 138513; \$2,141,255.10 Automated Clearing House, Direct Deposit and Payroll Checks Numbered 7660 to 7678 and Payroll Accounts Payable Checks Numbered 138385 through 138396; \$399,028.98 September Electronic Payments

**It was moved by Council Member Smith, and seconded, to approve the Consent Agenda. The motion carried unanimously.**



## **VI. NON-AGENDA ITEMS**

### **A. Staff**

There were no updates from staff.

### **B. Council**

Anderson commented about the short agenda.

Turk remarked about positive responses to the Lacamas Legacy Lands project.

Hogan commented about the upcoming Downtown Camas Association (DCA) First Friday event.

## **VII. MAYOR**

### **A. Announcements**

There were no announcements from Mayor Pro Tem Chaney.

### **B. National Disability Employment Awareness Month Proclamation**

 [National Disability Employment Awareness Proclamation](#)

Mayor Pro Tem Chaney proclaimed October 2018, as National Disability Employment Awareness Month in Camas.

## **VIII. MEETING ITEMS**

There were no meeting items.

## **IX. PUBLIC COMMENTS**

No one from the public wished to speak.

## **X. ADJOURNMENT**

The meeting adjourned at 7:09 p.m.

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

September 11, 2018



*Sam Adams, P.E.*  
*Utilities Manager*  
*City of Camas*  
*360-817-7003 direct*  
[sadams@cityofcamas.us](mailto:sadams@cityofcamas.us)

Re: Temporary Sewer Flow Monitoring Proposal

Dear Sam,

We are pleased to have the opportunity to submit this letter proposal to conduct sewer flow monitoring. ADS is uniquely qualified to assist you with this flow monitoring project, given our forty-three years of experience performing similar projects throughout your area. Enclosed please find a detailed scope of work and pricing for your review.

Our proposal is valid for sixty (60) days and subject to the ADS standard terms and conditions for professional services which are attached for your review.

We look forward to working with you on this and other future projects. Thank you for the opportunity to propose on your requirements. If you have any questions regarding this proposal, please do not hesitate to call me at (858) 210-5387.

Sincerely,

Rob Larson  
Business Development Manager  
858-210-5387

Enclosure

### **Proposed Scope of Work**

ADS Environmental Services (“ADS”) will provide temporary flow monitoring services to the City of Camas, WA (“Client”) to collect four (4) Months of flow data at four (4) locations, rain data at one (1) location, and perform RDI/I analysis. The work will be performed in three phases as set forth below:

#### **Phase I – Mobilization**

- 1) **Kick-off Meeting.** Phase I will begin with a kick-off meeting between representatives of the Client and ADS. The purpose of the kick-off meeting is to discuss project scope, establish lines of communication, set milestones, and set the project schedule (Kickoff meeting to be conducted via conference call).
- 2) **Site Locations.** ADS will work with the Client to identify/verify the location of monitor installations.
- 3) **Site Investigation.** Once the installation sites are provided to ADS, ADS field crew(s) will perform site investigations. ADS will utilize a standard 2-person field crew for fieldwork and comply with Federal standards for confined-space entry. The proposed flow monitoring location will be located, inspected, and verified for hydraulic suitability. ADS will also check for debris in the manhole that could impact data quality and coordinate any required cleaning efforts with the Client. ADS field crews will look for evidence and signs of erratic flow patterns. ADS will also investigate adjacent manholes in order to identify the best monitoring locations as applicable if needed.
- 4) **Site Reports.** Site reports will be generated upon completion of the site investigations. The site reports will include a sketch of the general location, physical characteristics and diameters of the proposed monitoring locations, manhole depths, flow measurements, and other comments pertinent to the location such as any special traffic or safety issues. Final site locations to be approved by the Client.
- 5) **Equipment.** ADS will utilize ADS® Model Triton+™ Wireless Flow Monitors during the course of this project. A typical monitor installation will include an ultrasonic depth sensor that will be mounted at the invert of the pipe, a redundant pressure depth sensor; and a Doppler velocity sensor also mounted at or near the invert. At some locations ADS may install an additional sensor to match certain hydraulic conditions or structure configuration with the appropriate Triton+ sensor(s). ADS will utilize ADS RainAlertIII wireless rain logger with TB6 tipping bucket for rain data collection.
- 6) **Monitor Activation.** Once installed, the monitor will be activated and set to take readings at 5-minute intervals, some locations such as downstream of a lift station(s) the logging rate will be set at 2-minute intervals. ADS Field crews will take manual depth readings with a ruler and velocity readings with a portable, instantaneous velocity meter in order to confirm the monitor is collecting accurate data based on the actual existing hydraulic conditions at each location.

## Phase II – Flow Monitoring

- 1) **Flow Monitoring**. Once the monitors are installed and verified to be in working order, ADS will monitor the flows for a period of four (4) calendar months (“monitoring period”). This initial monitoring period can be extended based on mutual consent and written agreement of additional work and price for such additional work.
- 2) **Data Collection and Equipment Maintenance**. ADS will use a standard 2-person field crew for all maintenance/removal activities. ADS will collect flow data from each monitoring point remotely using telemetry on a daily schedule. Field crews will perform site maintenance and site confirmations as necessary. ADS is an ISO 9001 certified company and has proprietary internal quality procedures for all fieldwork. During the course of the project and as part of ADS’s quality control program, the field manager will also visit each location and reconfirm that the monitor is in proper working condition. This includes cleaning depth and velocity sensors, confirmations as needed, and checking an installation to make sure that the ring is secure in the pipe. The ADS data analyst will also review the data on a regular basis throughout the monitoring period.
- 3) **Demobilization**. Field crews will continue data collections and confirmations (as necessary) until the end of the monitoring period. Once authorized, crews will immediately begin removing the flow monitors and deliver final data to the data analyst.

## Phase III – Data Editing and Reporting

- 1) **Data Analysis**. Upon completion of the monitoring period, a trained ADS Data Analyst will begin to finalize the data collected for each monitoring location. The data analyst will directly calculate flow using the continuity equation from recorded depth and average velocity data. Flow quantities as determined by the continuity equation will be plotted.
- 2) ***ADS will deliver a tech memo. Sliicer RDI/I Analysis.*** For each of the flow monitoring location, the analysis will characterize the average dry weather flow conditions and RDI/I calculations for all significant wet weather events, an assessment of hydraulic performance under such conditions. The results of dry weather and wet weather performance will be plotted on maps of the sewer sheds to make it easier to understand where RDI/I originates. The Sliicer.com section of the Report will include the following items:
  - **Dry Weather Analysis** – A characterization of the conditions observed during weekday and weekend periods of the flow monitoring period during dry weather periods, excluding periods of extended system recovery to previous rain events. Summarized as a time-series hydrograph of the average diurnal flow quantities for weekday and weekend dry weather periods.
  - **Dry Weather Flow Summary** – A table of the Average Dry Day Flow (ADDF) and an estimation of Base Infiltration (BI). Average dry weather diurnal patterns will be provided for each flow monitoring location during weekday and weekend portions of the monitoring period.
  - **Wet Weather Analysis** – A characterization of the conditions observed during specific wet weather events observed during the flow monitoring period, summarized as a time-series hydrograph comparing observed flow quantities to average diurnal flow quantities for corresponding weekday and weekend dry weather periods.
  - **Wet Weather Summary** – A characterization of the conditions observed during the maximum rain event of the monitoring period. This can be summarized as the maximum 30 minute average peaking factor observed during the flow monitoring period.
  - **Wet Weather Prioritization** – A column chart of the Rain Dependent Inflow/Infiltration (RDI/I) determined for each flow monitoring location for each wet weather event. Column chart provides a prioritized ranking based on net RDI/I (as %rain ingress if basin acreages are provided) or net RDI/I per linear foot of sewer per inch of rain when linear footage information is provided to ADS.
  - **Hydraulic Performance Evaluation** – A narrative interpretation of hydraulic performance recorded at each flow monitoring location as determined using a scattergraph of flow depth and velocity data. The scattergraph interpretation shall evaluate the ability of each flow monitoring

location to accommodate flow quantities observed during dry weather and wet weather conditions observed during the monitoring period.

- **Recommended SSES** prioritized plan based on flow data analysis.
- 3) **Data Delivery and Final Report.** ADS will prepare a Final Report to include electronic data of the flow data in tabular, hydrograph, scattergraph, and a RDI/I report in electronic format.

NOTE: ADS's Flow monitors are capable of providing very accurate and precise (repeatable) flow data. However, under some complex hydraulic conditions such as frequent backwater, surcharging, reverse flows, and complex bends in the flow path leading to and from the associated manhole in which the flow monitor is placed, the accuracy of the data is diminished. It is important that the Client understands that ADS's temp flow monitoring equipment is some of the best available in capturing flow data in complex hydraulic situations, but that accuracy may be compromised in locations immediately upstream of pump stations or other locations where the above listed hydraulic conditions can sometimes be persistent.

**City of Camas's Responsibilities:**

The City will perform the following functions in connection with this Project:

- 1) Access to the site of work with sufficient area for placement of personnel and equipment, including all right-of-way and ramps, if required. This includes, but is not limited to exposing manholes and clearing easements.
- 2) Pay all local licenses and permits fees, if required.
- 3) Assist in obtaining and complying with any special permits, if required.
- 4) If sewer line is dirty and fill of debris, ensure that selected sites have been jet cleaned to minimize hydraulic deficiencies or select an alternate location.
- 5) Any known information concerning bypasses, overflows, base flows, critical surcharge areas, and maintenance habits.
- 6) Provide secure location(s) and access for ADS Rain Gauge(s)
- 7) City to provide GIS map data (shapefiles) of piping, manholes, flow monitoring points, rain gauge points, and basins (polygons) associated with each monitoring location intended for RDI/I analysis. Client to provide pipe footages and acreage for each basin (for use in normalization in RDI/I analyses). Note: The monitoring point ID will be the same as the basin ID in the Slicer analysis.

**Proposed Pricing:**

Item	Description	Cost
1	4 Temporary Flow Meters, 1 Rain Gauge x 4 Months of Monitoring	<b>\$49,850.00</b>
2	RDI/I Analysis and Tech Memo	
<b>Base Project Total (WA State Taxes Included in Price)</b>		

\*Pricing Assumptions: Mobilization of 20% of contract value is due within thirty days of contract effective date. Any applicable Federal, state, or local taxes are not included; No prevailing wages or W/MBE requirements; **Light traffic and standard traffic control requirements assumed (1 arrowboard, 2 signs, 18 traffic cones)**; No night work assumed; Payment terms net 30 days.

**PROFESSIONAL OR TECHNICAL SERVICES AGREEMENT**

The Parties named below hereby agree to be bound to the terms and conditions on the following pages and in accordance with the Exhibits attached to and incorporated herein to this Agreement.

**ADS LLC:**  
**340 The Bridge Street, Suite 204, Huntsville, Alabama 35806**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CLIENT:** \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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**TERMS AND CONDITIONS OF AGREEMENT**

**NOW THEREFORE, the Parties, agreeing to be legally bound, hereby agree as follows:**

**ARTICLE 1 – RESPONSIBILITIES OF THE PARTIES**

**1.01 ADS**

A. ADS shall provide the Services set forth herein and in the ADS Proposal dated \_\_\_\_\_ attached hereto and incorporated herein as Exhibit A.

B. The standard of care for all services performed or furnished by ADS under this Agreement will be the care and skill ordinarily used by members of ADS’ profession practicing under similar circumstances at the same time and in the same locality. ADS makes no warranties, express or implied, under this Agreement or otherwise, in connection with ADS’ services, except as provided in section 4.01.

**1.02 CLIENT**

A. Client shall have the responsibilities set forth herein and in Exhibit A.

**ARTICLE 2 - PAYMENTS TO ADS**

**2.01 Compensation**

A. Client shall pay ADS in accordance with the schedule set forth in Exhibit A.

**2.02 Invoices**

A. Invoices will be prepared in accordance with ADS’ standard invoicing practices, unless otherwise stated in Exhibit A. Invoices are due and payable within thirty (30) days after the date they are issued by ADS. If Client fails to make any payment due ADS for services and/or reimbursable expenses within thirty (30) days after issuance of ADS’ invoice, the amounts due ADS will be increased at the rate of one and one-half percent (1.5%) per month (or the maximum rate of interest permitted by law) from said thirtieth day.

**2.03 Credit Check and Security**

A. This Agreement is contingent upon credit verification and approval of the Client by ADS. Client shall provide ADS with true and correct credit information if requested by ADS. Client authorizes ADS to make inquiries and to receive information about Client’s credit history from others and to enter this information in Client’s records and to disclose this information to appropriate third parties for reasonable business purposes. ADS, in its sole discretion, may deny the Services based upon an unsatisfactory credit history, or may condition the Services, which may include requiring (i) pre-payment for Services and other charges, and/or (ii) a security deposit, valid credit card on file or bank account information (EFT) to secure return of equipment and payment for Services and other charges.

**ARTICLE 3 – TERMINATION**

**3.01 Termination**

**A. For Cause**

1. The obligation to provide further services under this Agreement may be terminated by either party for cause upon thirty (30) days written notice in the event of a substantial failure by either party to perform in accordance with the terms of this Agreement through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the Party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt thereof.

2. In the event of termination by ADS for cause, ADS will be entitled to invoice Client and will be paid for all services

rendered and all reimbursable expenses incurred through the effective date of termination.

*B. For Convenience*

1. Either party may terminate this Agreement for its convenience upon sixty (60) days written notice to the other party. If this Agreement is terminated by the Client for its convenience, ADS shall be paid a reasonable amount for expenses directly attributable to termination, both before and after the effective date of termination, including, but not limited to demobilization expenses and costs associated with terminating subcontract agreements.

**ARTICLE 4 - GENERAL CONSIDERATIONS**

**4.01 Warranty**

A. All new products manufactured by ADS will be free from defects in material and workmanship for up to one (1) year following the date of shipment from ADS. Any unauthorized repair or replacement, use, installation or incorporation of unauthorized parts or accessories, including without limitation opening up a monitor, will void this product warranty. Any repair or replacement will be covered by this new product warranty for ninety (90) days from the date that such repaired or replaced product is shipped from ADS. This warranty is available to the Client as the original purchaser of the product and only if it has been installed, operated, and maintained in accordance with ADS' standards. This warranty does not apply to damage by catastrophes of nature, fire, explosion, acts of God (including, but not limited to, lightning damage and power surges), accidents, improper use or service, damage during transportation, or other similar causes beyond ADS' control.

2. To the extent allowed by law, ADS hereby expressly excludes any warranty for design defect. While products manufactured by ADS are designed and manufactured to meet published specifications, ADS may from time to time improve products currently in the market. However, purchased hardware manufactured to a previous design will only be replaced or upgraded at ADS' discretion.

**4.02 Use of Documents**

A. If required, ADS shall provide Client with a printed hard copy of the deliverable agreed upon in Exhibit A. All other deliverables shall be in the appropriate electronic media format.

B. Client agrees that it will perform acceptance tests or procedures on electronic files within thirty (30) days of receipt of same, after which the Client shall be deemed to have accepted the data thus transferred. Any errors detected within the thirty (30)-day acceptance period will be corrected by ADS.

C. Any reuse or modification of the Documents without written verification or adaptation by ADS, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to ADS or to ADS' Subcontractors. Client shall indemnify and hold harmless ADS and ADS' Subcontractors from all claims, damages, losses, and expenses, including attorneys' fees arising out of such use.

**4.03 Changes, Modifications and/or Amendments**

A. All changes, modifications and/or amendments to this Agreement or Exhibit A hereto shall be made in writing and shall be signed by both Parties.

**4.04 Insurance**

A. During the term of this Agreement, ADS shall at all times procure and maintain at a minimum the following insurance coverage:

*General Liability \$1,000,000 CSL and annual aggregate  
Automobile Liability \$1,000,000 CSL and annual aggregate*

*Workers Compensation as required by statute*

ADS will provide Evidence of Insurance upon request.

**4.05 Controlling Law, Venue and Dispute Resolution**

A. The Parties shall endeavor to resolve any disputes through informal negotiations between the Parties. If the dispute cannot be resolved within sixty (60) days after first notice of the dispute, the Parties agree that the dispute may be submitted to the court of competent jurisdiction in the county in which the work under this Agreement was performed, or in an alternative location upon agreement of the Parties.

B. THE PARTIES HERETO EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY TO THIS AGREEMENT.

C. In the event of any dispute and/or legal action arising from an interpretation and/or the performance of any of the provisions of this Agreement, the Parties hereby agree that the prevailing Party shall be awarded reasonable attorney's fees and costs, including but not limited to, the cost of paralegals, accountants and attorney's fees and costs of appellate proceedings, if applicable.

**4.06 Successors, Assigns, and Beneficiaries**

A. Neither party shall assign this Agreement without the prior written consent of the other, which shall not be unreasonably withheld, except that without securing such prior consent either party shall have the right to assign this Agreement, and all obligations hereunder, to any successor by way of merger or consolidation or the acquisition of all or substantially all of the business and assets of the party relating to the subject matter of these terms. This right shall be retained provided that such successor shall expressly assume all of the obligations and liabilities of the assigning party under the Agreement. Any assignment in violation of this paragraph shall be void. The terms and conditions of this Agreement shall be binding upon and enforceable by the successor and permanent assign of the assigning party.

B. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and ADS and not for the benefit of any other third Party.

#### **4.07 Limitation of Liability**

A. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ADS, OR ANY OF ITS AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS OR PARENT CORPORATIONS, BE LIABLE TO ANY PERSON, FIRM OR ENTITY, INCLUDING, BUT NOT LIMITED TO CLIENT, FOR ANY INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE AND/OR LOST SAVINGS, EVEN IF CLIENT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE OR IF SAME WERE REASONABLY FORESEEABLE.

#### **4.08 Force Majeure**

A. Neither Client nor ADS shall hold the other responsible for damages or delays in performance caused by Force Majeure or other events beyond the control of the other Party which could not reasonably have been anticipated or prevented. Force Majeure shall include, but not be limited to, unusually severe weather, floods, power outages, epidemics, war, acts of terrorism, riots, strikes, lockouts, exercise of police power, condemnation or eminent domain. The foregoing shall not give rise to any claims or damages or be considered a waiver by either Party of the obligations of this Agreement.

#### **4.09 Confidentiality and Non-disclosure**

A. Both Parties acknowledge that, in the course of performing this Agreement, certain employees, agents or representatives may be exposed to or acquire information which is proprietary or confidential. Such proprietary and confidential information may include without limitation information related to research, development, designs, plans, reports, investigations, materials, data, pricing, trade secrets, customer lists, salaries, or business information ("Confidential and Proprietary Information").

B. Except as otherwise required pursuant to the Public Records Laws of the State of Washington, both Parties agree to hold each other's Proprietary and Confidential Information in strict confidence and not to make each other's Proprietary and Confidential Information available in any form to any third party or to use each other's Proprietary and Confidential Information for any other purpose than for the performance of work under the implementation of this Agreement.

#### **4.10 EEO Statement**

A. It is the policy of ADS to recruit, hire, train, compensate, promote, discipline, and otherwise treat its employees and applicants without regard or consideration for the individual's race, color, religious creed, sex, age, national origin, ancestry, mental or physical disability, marital status, citizenship status or any other reason prohibited by law. In addition, ADS is committed to fully complying with all applicable laws and regulations regarding the Americans with

Disabilities Act of 1990, Title VII of the Civil Rights Act, and the Vietnam Era Veterans Readjustment Assistance Act and applicable Federal, State, and Local regulations. ADS also provides equal employment opportunity in all employment practices to qualified applicants and employees without regard to disability.

#### **4.11 Notices**

A. Any notice required under this Agreement shall be in writing, addressed to the appropriate Party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

#### **4.12 Survival**

A. All express representations, indemnifications, limitations of liability, and assurances of confidentiality included in this Agreement shall survive its completion or termination for any reason.

#### **4.13 Severability**

A. Any provision or part of this Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and ADS, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### **4.14 Waiver**

A. Non-enforcement of any provision by either Party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

#### **4.15 Headings**

A. The headings used in this Agreement are for general reference only and do not have special significance.

#### **4.16 Entire Agreement**

A. This Agreement constitutes the entire agreement between the Parties and exclusive statement of the terms between the Parties with respect to services to be performed hereunder. The Exhibits referenced in this Agreement and the specifications and drawings referenced therein are a part of this Agreement with the same force and effect as if fully set forth herein. No alteration, modification, or amendment of any of the provisions hereof shall be binding unless in writing and signed by duly Authorized Representatives of the Parties.



Exhibit A

**PROPOSAL**

---

ADS proposal dated \_\_\_\_\_ containing the agreed upon Scope of Work, Compensation and Party Responsibilities is attached hereto and incorporated as if fully set forth herein.

October 10, 2018



*Sam Adams, P.E.*  
*Utilities Manager*  
*City of Camas*  
*360-817-7003 direct*  
[sadams@cityofcamas.us](mailto:sadams@cityofcamas.us)

Re: Temporary Sewer Flow Monitoring Proposal

Dear Sam,

We are pleased to have the opportunity to submit this letter proposal to conduct sewer flow monitoring. ADS is uniquely qualified to assist you with this flow monitoring project, given our forty-three years of experience performing similar projects throughout your area. Enclosed please find a detailed scope of work and pricing for your review.

Our proposal is valid for sixty (60) days and subject to the ADS standard terms and conditions for professional services which are attached for your review.

We look forward to working with you on this and other future projects. Thank you for the opportunity to propose on your requirements. If you have any questions regarding this proposal, please do not hesitate to call me at (858) 210-5387.

Sincerely,

Rob Larson  
Business Development Manager  
858-210-5387

Enclosure

### **Proposed Scope of Work**

ADS Environmental Services (“ADS”) will provide temporary flow monitoring services to the City of Camas, WA (“Client”) to collect four (4) Months of flow data at four (4) locations, rain data at one (1) location, and perform RDI/I analysis. The work will be performed in three phases as set forth below:

#### **Phase I – Mobilization**

- 1) **Kick-off Meeting**. Phase I will begin with a kick-off meeting between representatives of the Client and ADS. The purpose of the kick-off meeting is to discuss project scope, establish lines of communication, set milestones, and set the project schedule (Kickoff meeting to be conducted via conference call).
- 2) **Site Locations**. ADS will work with the Client to identify/verify the location of monitor installations.
- 3) **Site Investigation**. Once the installation sites are provided to ADS, ADS field crew(s) will perform site investigations. ADS will utilize a standard 2-person field crew for fieldwork and comply with Federal standards for confined-space entry. The proposed flow monitoring location will be located, inspected, and verified for hydraulic suitability. ADS will also check for debris in the manhole that could impact data quality and coordinate any required cleaning efforts with the Client. ADS field crews will look for evidence and signs of erratic flow patterns. ADS will also investigate adjacent manholes in order to identify the best monitoring locations as applicable if needed.
- 4) **Site Reports**. Site reports will be generated upon completion of the site investigations. The site reports will include a sketch of the general location, physical characteristics and diameters of the proposed monitoring locations, manhole depths, flow measurements, and other comments pertinent to the location such as any special traffic or safety issues. Final site locations to be approved by the Client.
- 5) **Equipment**. ADS will utilize ADS® Model Triton+™ Wireless Flow Monitors during the course of this project. A typical monitor installation will include an ultrasonic depth sensor that will be mounted at the invert of the pipe, a redundant pressure depth sensor; and a Doppler velocity sensor also mounted at or near the invert. At some locations ADS may install an additional sensor to match certain hydraulic conditions or structure configuration with the appropriate Triton+ sensor(s). ADS will utilize ADS RainAlertIII wireless rain logger with TB6 tipping bucket for rain data collection.
- 6) **Monitor Activation**. Once installed, the monitor will be activated and set to take readings at 5-minute intervals, some locations such as downstream of a lift station(s) the logging rate will be set at 2-minute intervals. ADS Field crews will take manual depth readings with a ruler and velocity readings with a portable, instantaneous velocity meter in order to confirm the monitor is collecting accurate data based on the actual existing hydraulic conditions at each location.

## Phase II – Flow Monitoring

- 1) **Flow Monitoring**. Once the monitors are installed and verified to be in working order, ADS will monitor the flows for a period of four (4) calendar months (“monitoring period”). This initial monitoring period can be extended based on mutual consent and written agreement of additional work and price for such additional work.
- 2) **Data Collection and Equipment Maintenance**. ADS will use a standard 2-person field crew for all maintenance/removal activities. ADS will collect flow data from each monitoring point remotely using telemetry on a daily schedule. Field crews will perform site maintenance and site confirmations as necessary. ADS is an ISO 9001 certified company and has proprietary internal quality procedures for all fieldwork. During the course of the project and as part of ADS’s quality control program, the field manager will also visit each location and reconfirm that the monitor is in proper working condition. This includes cleaning depth and velocity sensors, confirmations as needed, and checking an installation to make sure that the ring is secure in the pipe. The ADS data analyst will also review the data on a regular basis throughout the monitoring period.
- 3) **Demobilization**. Field crews will continue data collections and confirmations (as necessary) until the end of the monitoring period. Once authorized, crews will immediately begin removing the flow monitors and deliver final data to the data analyst.

## Phase III – Data Editing and Reporting

- 1) **Data Analysis**. Upon completion of the monitoring period, a trained ADS Data Analyst will begin to finalize the data collected for each monitoring location. The data analyst will directly calculate flow using the continuity equation from recorded depth and average velocity data. Flow quantities as determined by the continuity equation will be plotted.
- 2) ***ADS will deliver a tech memo. Sliicer RDI/I Analysis.*** For each of the flow monitoring location, the analysis will characterize the average dry weather flow conditions and RDI/I calculations for all significant wet weather events, an assessment of hydraulic performance under such conditions. The results of dry weather and wet weather performance will be plotted on maps of the sewer sheds to make it easier to understand where RDI/I originates. The Sliicer.com section of the Report will include the following items:
  - **Dry Weather Analysis** – A characterization of the conditions observed during weekday and weekend periods of the flow monitoring period during dry weather periods, excluding periods of extended system recovery to previous rain events. Summarized as a time-series hydrograph of the average diurnal flow quantities for weekday and weekend dry weather periods.
  - **Dry Weather Flow Summary** – A table of the Average Dry Day Flow (ADDF) and an estimation of Base Infiltration (BI). Average dry weather diurnal patterns will be provided for each flow monitoring location during weekday and weekend portions of the monitoring period.
  - **Wet Weather Analysis** – A characterization of the conditions observed during specific wet weather events observed during the flow monitoring period, summarized as a time-series hydrograph comparing observed flow quantities to average diurnal flow quantities for corresponding weekday and weekend dry weather periods.
  - **Wet Weather Summary** – A characterization of the conditions observed during the maximum rain event of the monitoring period. This can be summarized as the maximum 30 minute average peaking factor observed during the flow monitoring period.
  - **Wet Weather Prioritization** – A column chart of the Rain Dependent Inflow/Infiltration (RDI/I) determined for each flow monitoring location for each wet weather event. Column chart provides a prioritized ranking based on net RDI/I (as %rain ingress if basin acreages are provided) or net RDI/I per linear foot of sewer per inch of rain when linear footage information is provided to ADS.
  - **Hydraulic Performance Evaluation** – A narrative interpretation of hydraulic performance recorded at each flow monitoring location as determined using a scattergraph of flow depth and velocity data. The scattergraph interpretation shall evaluate the ability of each flow monitoring

location to accommodate flow quantities observed during dry weather and wet weather conditions observed during the monitoring period.

- **Recommended SSES** prioritized plan based on flow data analysis.
- 3) **Data Delivery and Final Report.** ADS will prepare a Final Report to include electronic data of the flow data in tabular, hydrograph, scattergraph, and a RDI/I report in electronic format.

NOTE: ADS's Flow monitors are capable of providing very accurate and precise (repeatable) flow data. However, under some complex hydraulic conditions such as frequent backwater, surcharging, reverse flows, and complex bends in the flow path leading to and from the associated manhole in which the flow monitor is placed, the accuracy of the data is diminished. It is important that the Client understands that ADS's temp flow monitoring equipment is some of the best available in capturing flow data in complex hydraulic situations, but that accuracy may be compromised in locations immediately upstream of pump stations or other locations where the above listed hydraulic conditions can sometimes be persistent.

**City of Camas's Responsibilities:**

The City will perform the following functions in connection with this Project:

- 1) Access to the site of work with sufficient area for placement of personnel and equipment, including all right-of-way and ramps, if required. This includes, but is not limited to exposing manholes and clearing easements.
- 2) Pay all local licenses and permits fees, if required.
- 3) Assist in obtaining and complying with any special permits, if required.
- 4) If sewer line is dirty and fill of debris, ensure that selected sites have been jet cleaned to minimize hydraulic deficiencies or select an alternate location.
- 5) Any known information concerning bypasses, overflows, base flows, critical surcharge areas, and maintenance habits.
- 6) Provide secure location(s) and access for ADS Rain Gauge(s)
- 7) City to provide GIS map data (shapefiles) of piping, manholes, flow monitoring points, rain gauge points, and basins (polygons) associated with each monitoring location intended for RDI/I analysis. Client to provide pipe footages and acreage for each basin (for use in normalization in RDI/I analyses). Note: The monitoring point ID will be the same as the basin ID in the Slicer analysis.

**Proposed Pricing:**

Item	Description	Cost
1	4 Temporary Flow Meters, 1 Rain Gauge x 4 Months of Monitoring	<b>\$49,850.00</b>
2	RDI/I Analysis and Tech Memo	
<b>Base Project Total (WA State Taxes Included in Price)</b>		

\*Pricing Assumptions: Mobilization of 20% of contract value is due within thirty days of contract effective date. Any applicable Federal, state, or local taxes are not included; No prevailing wages or W/MBE requirements; **Light traffic and standard traffic control requirements assumed (1 arrowboard, 2 signs, 18 traffic cones)**; No night work assumed; Payment terms net 30 days.

**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.

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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](http://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](mailto: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](mailto: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.

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## 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](http://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.

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- 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.

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## **VI. Sub-Contracting**

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

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

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

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

## **VII. Employment and Organizational Conflict of Interest**

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

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

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

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## VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

## IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

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The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

## **X. Changes of Work**

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

## **XI. Disputes**

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

## **XII. Legal Relations**

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

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

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

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

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

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

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

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

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

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## Insurance Coverage

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

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

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

Name: James E. Carothers  
Agency: City of Camas  
Address: 616 NE 4th Avenue  
City: Camas State: WA Zip: 98607  
Email: jcarothers@cityofcamas.us  
Phone: 360.817.7230  
Facsimile: 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 party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

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

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### **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.

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## **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.

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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.


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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 Hoff 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.*

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**Exhibit A**  
**Scope of Work**

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Project No. City # T1010

See Attached Scope of Work

Agreement Number: LA 9450

### **Project Description**

The existing NE 3<sup>rd</sup> 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 2<sup>nd</sup> 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**

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#### **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.

## Scope of Work

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- 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

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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 3<sup>rd</sup> 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 3<sup>rd</sup> Avenue from NE 2<sup>nd</sup> 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)

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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

## Scope of Work

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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**

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**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:
    - 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**

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### **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:*

- 3<sup>rd</sup> 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](http://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 addition 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)**

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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

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- 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 3<sup>rd</sup> 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)**

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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**

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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**

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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**

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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



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

*NE3rd Avenue Bridge Seismic Improvements*

**Harper Houf Peterson Righellis Inc.**

September 11, 2018

<b>Discipline or Job Title</b>	<b>AVG Hourly Rate \$</b>	<b>Overhead @ %</b>	<b>Labor + Overhead \$</b>	<b>Profit @ %</b>	<b>Profit \$</b>	<b>Billing Rate Per Hour \$</b>
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



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[www.wsdot.wa.gov](http://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](mailto:consultantrates@wsdot.wa.gov).

Regards;

ERIK K. JONSON  
Manager, Consultant Services Office

EKJ:rck

# **Exhibit E**

## **Sub-consultant Cost Computations**

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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
<b>Billing Rates (WSDOT/Clark County-2018)</b>	<b>\$222.64</b>	<b>\$222.64</b>	<b>\$222.64</b>	<b>\$182.96</b>	<b>\$158.12</b>	<b>\$137.46</b>	<b>\$120.02</b>	<b>\$95.65</b>	<b>\$110.36</b>	<b>\$82.74</b>			
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
<b>TOTAL without Contingency</b>											<b>\$31,496</b>	<b>\$17,575</b>	<b>\$49,071</b>
Contingency Task - Track Rig Drilling/Clearing							2				\$240	\$1,600	\$1,840
<b>TOTAL</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>44</b>	<b>0</b>	<b>25</b>	<b>135</b>	<b>0</b>	<b>6</b>	<b>14</b>	<b>\$31,736</b>	<b>\$19,175</b>	<b>\$50,911</b>

# Hart Crowser, Inc.

## Rates of Pay Fee Schedule

September 2018

Overhead	224.46%
Profit	30%

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





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[www.wsdot.wa.gov](http://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](mailto: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**

Task Description	GTEng					
	Principal/Project Manager 3	Sr. Project Engineer 3	Sr. Engineering Associate Engineer 3	Associate Engineer 1	Graphics Support	Expenses
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	
						<b>\$40,058.00</b>

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

**TOTAL: \$40,058.00**

**Global Transportation Engineering  
 227 SW Pine Street, Suite 320  
 Portland, OR 97204**

**Actuals Not to Exceed Table**

**City of Camas Project No. T1010 NE 3rd Avenue Bridge Seismic  
 Improvements**

Job Classifications	Direct Labor	Overhead	Fixed Fee	All Inclusive Hourly
Principa/Project Manager 2	\$ 48.00	110.00%	30.00%	\$ 115.20
Sr. Project Engineer 2	\$ 48.00	110.00%	30.00%	\$ 115.20
Sr Engineering Associate 2	\$ 42.00	110.00%	30.00%	\$ 100.80
Engineering Associate 2	\$ 30.00	110.00%	30.00%	\$ 72.00
Tech XII	\$ 33.00	110.00%	30.00%	\$ 79.20
on each subcontractors' direct salary costs, ICR, and a fixed fee of 30 percent.				



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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.*

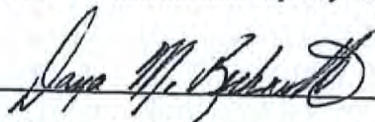
*All known material transactions or events that have occurred affecting the firm's ownership, organization and prior & current indirect cost rates have been disclosed.*

*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
	<u>199.5</u>				
			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	\$ <b>182.59</b>
Senior Historian/Sen.Architl. Historian <i>Judy Chapman</i>	\$ 48.30	\$ 71.45	\$ 14.49	\$ <b>134.24</b>
Senior Archaeologist <i>Eva Hulse</i>	\$ 45.00	\$ 66.56	\$ 13.50	\$ <b>125.06</b>
Senior Architectural Historian <i>Andrea Blaser</i>	\$ 39.70	\$ 58.72	\$ 11.91	\$ <b>110.33</b>
Supervising Archaeologist <i>To Be Determined</i>	\$ 37.20	\$ 55.03	\$ 11.16	\$ <b>103.39</b>
Graphics-GIS <i>Morgan Frazier, Ryan Swanson</i>	\$ 37.80	\$ 55.91	\$ 11.34	\$ <b>105.05</b>
Staff Archaeologist <i>Several Staff</i>	\$ 25.80	\$ 38.16	\$ 7.74	\$ <b>71.70</b>
Research/ Project Admin./Project Assist. <i>Eric Inman</i>	\$ 27.60	\$ 40.83	\$ 8.28	\$ <b>76.71</b>
Archaeological Assistant (Field & Lab) (if needed) <i>(If needed)</i>	\$ 21.00	\$ 31.06	\$ 6.30	\$ <b>58.36</b>

8/31/2018

Note:

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



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[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

January 17, 2018

Archaeological Investigators Northwest, Inc.  
3510 NE 122<sup>nd</sup> 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](mailto: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
<b>Total DSC</b>						<b>=</b>	<b><u>\$11,102.02</u></b>

**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  Average	Overhead	Fee	Billing Rate
		52.31% Average	30.00% 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



**Washington State  
Department of Transportation**

Transportation Building  
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360-705-7000  
TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

February 27, 2016

Universal Field Services  
6737 S. 85<sup>th</sup> 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 [consultanrates@wsdot.wa.gov](mailto:consultanrates@wsdot.wa.gov).

Regards;

ERIK K. JONSON  
Manager, Consultant Services Office

EKJ:kms

## **Exhibit F**

### **Title VI Assurances**

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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

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- 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);

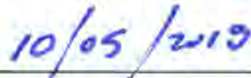
I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State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

Harper Houf Peterson Righellis Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)



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 Certificatio Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions**

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals
  - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receivin 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; an
  - 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 agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

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 \_\_\_\_\_ 10/05/2013

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**

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### **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 institutio

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**

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

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

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

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

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

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

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

### **Step 4 Attempt to Resolve Alleged Design Error with Consultant**

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

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

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## **Step 5 Forward Documents to Local Programs**

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

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# **Exhibit J**

## **Consultant Claim Procedures**

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

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

### **Step 1 Consultant Files a Claim with the Agency Project Manager**

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

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

### **Step 5 Informing Consultant of Decision Regarding the Claim**

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

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

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

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I, Jennifer Gorsuch, hereby certify that these bid tabulations are correct.

*Jennifer Gorsuch* 10/9/18  
 Jennifer Gorsuch, City Clerk Date

<b>PROJECT NO. WS-681E</b>				Engineer's Estimate: \$170,000.00		Clark and Sons Excavating, Inc. 7601 NE 289th Street Battle Ground, WA 98604 360.450.7378		Tapani, Inc. 1904 SE 6th Place Battle Ground, WA 98604 360.687.1148		Nutter Corporation 7211-A NE 43rd Avenue Vancouver, WA 98661 360.573.2000		
<b>DESCRIPTION: CAMP LACAMAS STEP SEWER PROJECT</b>												
<b>DATE OF BID OPENING:</b> October 9, 2018, at 11:00 a.m.			<b>Ent. By</b> RLS									

ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	ENGRG TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
1	Mobilization	LS	1.00	\$10,000.00	\$10,000.00	\$19,000.00	\$19,000.00	\$21,500.00	\$21,500.00	\$24,000.00	\$24,000.00
2	Project Temporary Traffic Control	LS	1.00	\$500.00	\$500.00	\$2,000.00	\$2,000.00	\$500.00	\$500.00	\$2,500.00	\$2,500.00
3	Clearing & Grubbing	AC	0.10	\$4,000.00	\$400.00	\$40,000.00	\$4,000.00	\$10,000.00	\$1,000.00	\$20,000.00	\$2,000.00
4	Removal of Structures and Obstructions	LS	1.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00	\$5,000.59	\$5,000.59
5	Crushed Surfacing Top Course	TN	160.00	\$30.00	\$4,800.00	\$40.00	\$6,400.00	\$45.00	\$7,200.00	\$55.00	\$8,800.00
6	HMA Class 1/2 IN. PG 64-22	TN	1.00	\$200.00	\$200.00	\$290.00	\$290.00	\$270.00	\$270.00	\$500.00	\$500.00
7	Solid Rock Excavation	CY	20.00	\$75.00	\$1,500.00	\$220.00	\$4,400.00	\$110.00	\$2,200.00	\$145.00	\$2,900.00
8	Removal and Replacement of Unsuitable Material	CY	20.00	\$75.00	\$1,500.00	\$95.00	\$1,900.00	\$75.00	\$1,500.00	\$96.00	\$1,920.00
9	Trench Safety System (Minimum Bid \$1/LF)	LF	657.00	\$1.00	\$657.00	\$1.00	\$657.00	\$3.00	\$1,971.00	\$2.00	\$1,314.00
10	Polyethylene STEP Tank 1500 Gallon	EA	3.00	\$10,000.00	\$30,000.00	\$13,800.00	\$41,400.00	\$14,000.00	\$42,000.00	\$20,000.00	\$60,000.00
11	Convert Existing Septic Tank to STEP Tank	EA	1.00	\$5,000.00	\$5,000.00	\$11,500.00	\$11,500.00	\$4,600.00	\$4,600.00	\$5,000.00	\$5,000.00
12	HDPE Sanitary Sewer Pipe 2 Inch Diam.	LF	386.00	\$55.00	\$21,230.00	\$39.00	\$15,054.00	\$55.00	\$21,230.00	\$80.00	\$30,880.00
13	Connection to Exist. 2 Inch STEP Sewer	EA	1.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00	\$1,100.00	\$1,100.00
14	Testing Sewer Pipe	LS	1.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$600.00	\$600.00
15	Abandon Existing Septic Tank	EA	3.00	\$500.00	\$1,500.00	\$3,500.00	\$10,500.00	\$200.00	\$600.00	\$1,500.00	\$4,500.00
16	H2O Traffic Rated Cement Concrete Slab	EA	2.00	\$10,000.00	\$20,000.00	\$8,000.00	\$16,000.00	\$14,000.00	\$28,000.00	\$10,000.00	\$20,000.00
17	HDPE Sanitary Sewer Service Pipe 1 Inch Diam.	LF	556.00	\$40.00	\$22,240.00	\$18.50	\$10,286.00	\$42.00	\$23,352.00	\$55.00	\$30,580.00
18	Roadside Restoration	LS	1.00	\$2,000.00	\$2,000.00	\$3,400.00	\$3,400.00	\$8,000.00	\$8,000.00	\$1,000.00	\$1,000.00
19	Erosion Control and Water Pollution Control	LS	1.00	\$4,000.00	\$4,000.00	\$4,800.00	\$4,800.00	\$9,500.00	\$9,500.00	\$4,000.00	\$4,000.00
20	Cement Concrete Sidewalk	SY	21.00	\$60.00	\$1,260.00	\$180.00	\$3,780.00	\$132.00	\$2,772.00	\$100.00	\$2,100.00
21	Electrical System	LS	1.00	\$4,000.00	\$4,000.00	\$11,500.00	\$11,500.00	\$11,500.00	\$11,500.00	\$15,000.00	\$15,000.00
22	Conduit Pipe 1 Inch Diam.	LF	682.00	\$10.00	\$6,820.00	\$15.00	\$10,230.00	\$16.00	\$10,912.00	\$1.00	\$682.00
23	Minor Changes (\$5,000 Minimum Bid)	LS	1.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
24	Project Documentation (\$6,000 Minimum Bid)	LS	1.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00

<b>Subtotal</b>	<b>\$156,607.00</b>	<b>\$196,597.00</b>	<b>\$216,107.00</b>	<b>\$235,376.59</b>
<b>Sales Tax 8.4%</b>	<b>\$13,154.99</b>	<b>\$16,514.15</b>	<b>\$18,152.99</b>	<b>\$19,771.63</b>
<b>Contract Total</b>	<b>\$169,761.99</b>	<b>\$213,111.15</b>	<b>\$234,259.99</b>	<b>\$255,148.22</b>
<b>BASIS of AWARD</b>				







~ PROCLAMATION ~

WHEREAS, communities across America have been plagued by the numerous problems associated with illicit drug use and those that traffic in them; and

WHEREAS, there is hope in winning the war on drugs, and that hope lies in education and drug demand reduction, coupled with the hard work and determination of organizations such as the Lewis and Clark Young Marines of the Marine Corps League to foster a healthy, drug-free lifestyle; and

WHEREAS, governments and community leaders know that citizen support is one of the most effective tools in the effort to reduce the use of illicit drugs in our communities; and

WHEREAS, the red ribbon has been chosen as a symbol commemorating the work of Enrique “Kiki” Camarena, a Drug Enforcement Administration Special Agent who was murdered in the line of duty, and represents the belief that one person can make a difference; and

WHEREAS, the Red Ribbon Campaign was established by Congress in 1988 to encourage a drug-free lifestyle and involvement in drug prevention and reduction efforts; and

WHEREAS, October 23-31, 2018, has been designated National Red Ribbon Week, which encourages Americans to wear a red ribbon to show their support for a drug-free environment;

NOW THEREFORE, I, Don Chaney, Mayor Pro Tem of the City of Camas, do hereby proclaim October 23-31, 2018, as:

***“Red Ribbon Week”***

in the City of Camas, and urge all citizens to join me in this special observance.



In witness whereof, I have set my hand and caused the seal of the City of Camas to be affixed this 15<sup>th</sup> day of October, 2018.

\_\_\_\_\_  
Don Chaney, Mayor Pro Tem

~ PROCLAMATION ~

WHEREAS, the City of Camas is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively “go the extra mile” in personal effort, volunteerism, and service; and

WHEREAS, the City of Camas is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends and community; and

WHEREAS, the City of Camas is a community which chooses to shine a light on and celebrate individuals and organizations within its community who “go the extra mile” in order to make a difference and lift up fellow members of their community; and

WHEREAS, acknowledges the mission of Extra Mile America to create 550 Extra Mile cities in America and is proud to support “Extra Mile Day” on November 1, 2018;

NOW THEREFORE, I, Don Chaney, Mayor Pro Tem of the City of Camas, do hereby proclaim November 1, 2018, as:

***“Extra Mile Day”***

in the City of Camas, and encourage all citizens to take time on this day to not only “go the extra mile” in his or her own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country or world a better place.

In witness whereof, I have set my hand and caused the seal of the City of Camas to be affixed this 15<sup>th</sup> day of October, 2018.



\_\_\_\_\_  
Don Chaney, Mayor Pro Tem

Mayor's  
**VOLUNTEER SPIRIT AWARD**

in the City of Camas, presented to

**CAROLINE MERCURY**

For her ten years of hard work with the Downtown Camas Association, her leadership as the Board President, and her continued commitment and passion to make Downtown a vibrant place for the whole community to enjoy.

Dated this 15th day of October, 2018



*Don Chaney*

Don Chaney, Mayor Pro Tem





## Staff Report

October 15, 2018 Regular Meeting

### Resolution No. 18-011 Approving the Parks Impact Fees

Staff Contact	Phone	Email
Jerry Acheson, Parks and Recreation Manager	360.817.7990	<a href="mailto:Jacheson@cityofcamas.us">Jacheson@cityofcamas.us</a>

INTRODUCTION: A resolution approving the Parks Impact Fees (PIF) Update report dated September 2018, and adopting from the PIF Update the PIF eligible projects, the calculation of the park impact fees, and the indexed park impact fee rates.

For Councils consideration, two options of the resolution are attached:

- Option 1: Sets the fee per Accessory Dwelling Unit at \$1,127.00 (interior), and \$1,577.00 (exterior).
- Option 2: Sets the fee per Accessory Dwelling Unit at \$0 (interior), and \$0 (exterior).

RECOMMENDED ACTION: Staff recommends Council select option 1 or option 2 and move to adopt Resolution No. 18-011.

RESOLUTION NO. 18-011

A RESOLUTION approving the Parks Impact Fees (PIF) Update dated September 2018, and adopting from the PIF Update the PIF eligible projects, the calculation of the park impact fees, and the indexed park impact fee rates.

WHEREAS, the Council of the City of Camas commissioned FCS Group to prepare an update to the Camas park impact fees; and

WHEREAS, FCS Group has submitted to the Council its “Camas Parks and Recreation Parks Impact Fee Update, September 2018”; and

WHEREAS, the City Council has considered the update and the recommendations set forth therein;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CAMAS AS FOLLOWS:

Section I

The Council hereby approves and accepts the Camas Parks and Recreation Parks Impact Fee Update, dated September 8, 2018, as prepared by FCS Group.

Section II

The Council hereby adopts, for the purpose of establishing PIF eligible projects, Appendix A of the Parks Impact Fee Update.

Section III

Pursuant to Chapter 3.88 of the Camas Municipal Code, the formula for calculating park impact fees as set forth in Camas Municipal Code Section 3.88.070 is hereby set at the sum of \$4,500.00 per dwelling unit, \$1,127.00 per accessory dwelling unit (interior), and \$1,577.00 per accessory dwelling unit (exterior).

Section IV

The Council has determined that the park impact should be indexed to address inflation. The Council hereby adopts the Engineering News Record Construction Cost Index for the City of Seattle for the purposes thereof. Effective January 1, 2020, and annually thereafter, the park impact fee shall be adjusted pursuant to the adopted cost index as set forth therein.

Section V

This Resolution shall have full force and effect as of \_\_\_\_\_, 2018.

ADOPTED at a regular meeting of the Council of the City of Camas this 15<sup>th</sup> day of October, 2018.

SIGNED: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
Clerk

APPROVED as to form:

\_\_\_\_\_  
City Attorney



RESOLUTION NO. 18-011

A RESOLUTION approving the Parks Impact Fees (PIF) Update dated September 2018, and adopting from the PIF Update the PIF eligible projects, the calculation of the park impact fees, and the indexed park impact fee rates.

WHEREAS, the Council of the City of Camas commissioned FCS Group to prepare an update to the Camas park impact fees; and

WHEREAS, FCS Group has submitted to the Council its “Camas Parks and Recreation Parks Impact Fee Update, September 2018”; and

WHEREAS, the City Council has considered the update and the recommendations set forth therein;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CAMAS AS FOLLOWS:

Section I

The Council hereby approves and accepts the Camas Parks and Recreation Parks Impact Fee Update, dated September 8, 2018, as prepared by FCS Group.

Section II

The Council hereby adopts, for the purpose of establishing PIF eligible projects, Appendix A of the Parks Impact Fee Update.

Section III

Pursuant to Chapter 3.88 of the Camas Municipal Code, the formula for calculating park impact fees as set forth in Camas Municipal Code Section 3.88.070 is hereby set at the sum of \$4,500.00 per dwelling unit, \$0 per accessory dwelling unit (interior), and \$0 per accessory dwelling unit (exterior).

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The Council has determined that the park impact should be indexed to address inflation. The Council hereby adopts the Engineering News Record Construction Cost Index for the City of Seattle for the purposes thereof. Effective January 1, 2020, and annually thereafter, the park impact fee shall be adjusted pursuant to the adopted cost index as set forth therein.

Section V

This Resolution shall have full force and effect as of \_\_\_\_\_, 2018.

ADOPTED at a regular meeting of the Council of the City of Camas this 15<sup>th</sup> day of October, 2018.

SIGNED: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
Clerk

APPROVED as to form:

\_\_\_\_\_  
City Attorney

ORDINANCE NO. 18-016

AN ORDINANCE amending Chapter 3.88.070 of the Camas Municipal Code relating to park and open space impact fees.

THE COUNCIL OF THE CITY OF CAMAS DO ORDAIN AS FOLLOWS:

Section I

Camas Municipal Code subsection 3.88.070 is amended to provide as follows:

**3.88.070 – Park and open space impact fee component formula.**

- A. The park and open space impact fee component shall consist of three subcomponents: an existing subcomponent, a future subcomponent, and an adjustment subcomponent.
- B. The existing subcomponent shall be calculated using the following formula:

$$PIF_E = \frac{\sum_{Cat} (UAC_{Cat} \times C_{Cat})}{G} \times U$$

- 1. “PIF<sub>E</sub>” means the existing subcomponent of the park and open space component of the total development impact fee.
  - 2. “Cat” means the eight categories of existing and future park facilities used in the 2018 *Parks Impact Fee Update*.
  - 3. “UAC<sub>Cat</sub>” means the units (measured in acres or miles) of available capacity for each category of existing park facilities.
  - 4. “C<sub>Cat</sub>” means the average cost per unit for each category of existing park facilities.
  - 5. “G” means the projected growth in population during the planning period.
  - 6. “U” means the average number of occupants per dwelling unit, or 2.94 occupants per single-family or multi-family dwelling unit and 0.74 occupant per accessory dwelling unit.
- C. The future subcomponent shall be calculated using the following formula:

$$PIF_F = \frac{\sum_{Proj} (C_{Proj} \times n)}{G} \times U$$

- 1. “PIF<sub>F</sub>” means the future subcomponent of the park and open space component of the total development impact fee.
- 2. “Proj” means each project in the list used in the list of “n” projects used to calculate the future subcomponent.
- 3. “n” means the number of projects on the list of projects used to calculate the future subcomponent.

ORDINANCE NO. 18-016

4. "C<sub>Proj</sub>" means the total cost for each project in the list of "n" projects used to calculate the future subcomponent.
5. "E<sub>Proj</sub>" means the impact fee eligibility (expressed as a percentage) for each project in the list of "n" projects used to calculate the future subcomponent. This percentage represents the proportion of each project that will create capacity for future users.
6. "G" means the projected growth in population during the planning period.
7. "U" means the average number of occupants per dwelling unit, or 2.94 occupants per single-family or multi-family dwelling unit and 0.74 occupant per accessory dwelling unit.

D. The adjustment subcomponent shall be calculated using the following formula:

$$A = B - C \times D$$

1. "PIF<sub>A</sub>" means the adjustment subcomponent of the park and open space component of the total development impact fee.
2. "FB" means the fund balance of unspent parks impact fee revenue.
3. "REET" means that portion of projected real estate excise tax revenues that is expected to be dedicated to parks capital.
4. "E<sub>Cap</sub>" means the weighted average impact fee eligibility, which is identified as the "capital cost eligibility" applied to projected real estate excise tax revenues in the 2018 *Parks Impact Fee Update* adopted by the City.

Section II

This Ordinance shall take force and be in effect five days from and after its publication according to law.

PASSED BY the Council and APPROVED by the Mayor this 15<sup>th</sup> day of October, 2018.

SIGNED: \_\_\_\_\_  
Mayor

SIGNED: \_\_\_\_\_  
Clerk

APPROVED as to form:

\_\_\_\_\_  
City Attorney

CITY OF CAMAS, WASHINGTON

ORDINANCE NO. 18-015

AN ORDINANCE of the City of Camas, Washington, relating to contracting indebtedness; providing for the issuance, sale and delivery of not to exceed \$10,500,000 aggregate principal amount of limited tax general obligation bonds to provide funds to acquire open space, to finance transportation projects and to pay the costs of issuance and sale of the bonds; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City's designated representative to approve the final terms of the sale of the bonds; and providing for other related matters.

Passed October 15, 2018

*This document prepared by:*

*Foster Pepper PLLC  
1111 Third Avenue, Suite 3000  
Seattle, Washington 98101  
(206) 447-4400*

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*\*The cover page, table of contents and section headings of this ordinance are for convenience of reference only, and shall not be used to resolve any question of interpretation of this ordinance.*

CITY OF CAMAS, WASHINGTON

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE of the City of Camas, Washington, relating to contracting indebtedness; providing for the issuance, sale and delivery of not to exceed \$10,500,000 aggregate principal amount of limited tax general obligation bonds to provide funds to acquire open space, to finance transportation projects and to pay the costs of issuance and sale of the bonds; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City's designated representative to approve the final terms of the sale of the bonds; and providing for other related matters.

THE CITY COUNCIL OF THE CITY OF CAMAS, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Definitions. As used in this ordinance, the following capitalized terms shall have the following meanings:

(a) "*Authorized Denomination*" means \$5,000 or any integral multiple thereof within a maturity of a Series.

(b) "*Beneficial Owner*" means, with respect to a Bond, the owner of any beneficial interest in that Bond.

(c) "*Bond*" means each bond issued pursuant to and for the purposes provided in this ordinance.

(d) "*Bond Counsel*" means the firm of Foster Pepper PLLC, its successor, or any other attorney or firm of attorneys selected by the City with a nationally recognized standing as bond counsel in the field of municipal finance.

(e) "*Bond Fund*" means the Limited Tax General Obligation Bond Fund, 2018, of the City created for the payment of the principal of and interest on the Bonds.

(f) "*Bond Purchase Contract*" means an offer to purchase a Series of the Bonds, setting forth certain terms and conditions of the issuance, sale and delivery of those Bonds, which offer is authorized to be accepted by the Designated Representative on behalf of the City, if consistent with this ordinance.

(g) "*Bond Register*" means the books or records maintained by the Bond Registrar for the purpose of identifying ownership of each Bond.

(h) "*Bond Registrar*" means the Fiscal Agent, or any successor bond registrar selected by the City.

(i) “*City*” means the City of Camas, Washington, a municipal corporation duly organized and existing under the laws of the State.

(j) “*City Council*” means the legislative authority of the City, as duly and regularly constituted from time to time.

(k) “*Code*” means the United States Internal Revenue Code of 1986, as amended, and applicable rules and regulations promulgated thereunder.

(l) “*DTC*” means The Depository Trust Company, New York, New York, or its nominee.

(m) “*Designated Representative*” means the officer of the City appointed in Section 4 of this ordinance to serve as the City’s designated representative in accordance with RCW 39.46.040(2).

(n) “*Final Terms*” means the terms and conditions for the sale of a Series of the Bonds including the amount, date or dates, denominations, interest rate or rates (or mechanism for determining interest rate or rates), payment dates, final maturity, redemption rights, price, and other terms or covenants.

(o) “*Fiscal Agent*” means the fiscal agent of the State, as the same may be designated by the State from time to time.

(p) “*Government Obligations*” has the meaning given in RCW 39.53.010, as now in effect or as may hereafter be amended.

(q) “*Issue Date*” means, with respect to a Bond, the date of initial issuance and delivery of that Bond to the Purchaser in exchange for the purchase price of that Bond.

(r) “*Letter of Representations*” means the Blanket Issuer Letter of Representations between the City and DTC, dated October 12, 1998, as it may be amended from time to time, and any successor or substitute letter relating to the operational procedures of the Securities Depository.

(s) “*MSRB*” means the Municipal Securities Rulemaking Board.

(t) “*Official Statement*” means an offering document, disclosure document, private placement memorandum or substantially similar disclosure document provided to purchasers and potential purchasers in connection with the initial offering of a Series of the Bonds in conformance with Rule 15c2-12 or other applicable regulations of the SEC.

(u) “*Owner*” means, without distinction, the Registered Owner and the Beneficial Owner.

(v) “*Project*” means acquiring open space along the Lacamas Lake for City purposes, to finance transportation projects, and other capital purposes, as deemed necessary and advisable



by the City. Incidental costs incurred in connection with carrying out and accomplishing the Project, consistent with RCW 39.46.070, may be included as costs of the Project.

(w) “*Project Fund*” means the fund or account of the City created for the purpose of carrying out the Project.

(x) “*Purchaser*” means KeyBanc Capital Markets Inc., of Seattle, Washington, or such other corporation, firm, association, partnership, trust, bank, financial institution or other legal entity or group of entities selected by the Designated Representative to serve as purchaser in a private placement, or underwriter in a negotiated sale.

(y) “*Rating Agency*” means any nationally recognized rating agency then maintaining a rating on the Bonds at the request of the City.

(z) “*Record Date*” means the Bond Registrar’s close of business on the 15th day of the month preceding an interest payment date. With respect to redemption of a Bond prior to its maturity, the Record Date shall mean the Bond Registrar’s close of business on the date on which the Bond Registrar sends the notice of redemption in accordance with Section 9.

(aa) “*Registered Owner*” means, with respect to a Bond, the person in whose name that Bond is registered on the Bond Register. For so long as the City utilizes the book-entry only system for the Bonds under the Letter of Representations, Registered Owner shall mean the Securities Depository.

(bb) “*Rule 15c2-12*” means Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934, as amended.

(cc) “*SEC*” means the United States Securities and Exchange Commission.

(dd) “*Securities Depository*” means DTC, any successor thereto, any substitute securities depository selected by the City that is qualified under applicable laws and regulations to provide the services proposed to be provided by it, or the nominee of any of the foregoing.

(ee) “*Series of the Bonds*” or “*Series*” means a series of the Bonds issued pursuant to this ordinance.

(ff) “*State*” means the State of Washington.

(gg) “*Term Bond*” means each Bond designated as a Term Bond and subject to mandatory redemption in the years and amounts set forth in the Bond Purchase Contract.

(hh) “*Undertaking*” means the undertaking to provide continuing disclosure entered into pursuant to Section 16 of this ordinance.

Section 2. Findings and Determinations. The City takes note of the following facts and makes the following findings and determinations:

(a) *Authority and Description of Project.* The City is in need of purchasing the open space along the Lacamas Lake for City purposes, to finance transportation projects and other capital improvements. The City Council therefore finds that it is in the best interests of the City to carry out the Project.

(b) *Plan of Financing.* Pursuant to applicable law, including without limitation chapters 35.37, 35.40, 39.36, 39.44, 39.46 and 39.52 RCW, the City is authorized to issue general obligation bonds for the purpose of financing the Project. The total expected cost of the Project is approximately \$21,465,700, which is expected to be made up of proceeds of the Bonds, grants, and other available money of the City.

(c) *Debt Capacity.* The maximum amount of indebtedness authorized by this ordinance is \$10,500,000. Based on the following facts, this amount is to be issued within the amount permitted to be issued by the City for general municipal purposes without a vote:

- (1) The assessed valuation of the taxable property within the City as ascertained by the last preceding assessment for City purposes for collection in the calendar year 2018 is \$4,151,141,637.
- (2) As of September 1, 2018, the City has limited tax general obligation indebtedness, consisting of bonds, leases and conditional sales contracts outstanding in the principal amount of \$11,199,413, which is incurred within the limit of up to 1½% of the value of the taxable property within the City permitted for general municipal purposes without a vote.
- (3) As of September 1, 2018, the City has unlimited tax general obligation indebtedness for capital purposes only outstanding in the principal amount of \$1,740,000. The indebtedness described in this paragraph has been incurred with the approval of the requisite proportion of the City's qualified voters at an election meeting the minimum turnout requirements, within the limit of up to 2½% of the value of the taxable property within the City for general municipal purposes (when combined with the outstanding limited tax general obligation indebtedness), 2½% for utility purposes and 2½% for open space, parks and economic development purposes.

(d) *The Bonds.* For the purpose of providing the funds necessary to carry out the Project and to pay the costs of issuance and sale of the Bonds, the City Council finds that it is in the best interests of the City and its taxpayers to issue and sell the Bonds to the Purchaser, pursuant to the terms set forth as approved by the City's Designated Representative consistent with this ordinance.

Section 3. Authorization of Bonds. The City is authorized to borrow money on the credit of the City and issue negotiable limited tax general obligation bonds evidencing indebtedness in one or more Series in aggregate principal amount not to exceed \$10,500,000 to provide funds necessary to carry out the Project and to pay the costs of issuance and sale of the Bonds. The proceeds of the Bonds allocated to paying the cost of the Project shall be deposited

as set forth in Section 8 of this ordinance and shall be used to carry out the Project, or a portion of the Project, in such order of time as the City determines is advisable and practicable.

Section 4. Description of Bonds; Appointment of Designated Representative. The City's Finance Director, or the City Administrator in her absence, is appointed as the Designated Representative of the City and is authorized and directed to conduct the sale of the Bonds in the manner and upon the terms deemed most advantageous to the City, and to approve the Final Terms of each Series of the Bonds, with such additional terms and covenants as the Designated Representative deems advisable, within the following parameters:

(a) The Bonds may be issued in one or more Series, and the aggregate principal amount of the Bonds shall not exceed \$10,500,000;

(b) One or more rates of interest may be fixed for the Bonds as long as no rate of interest for any maturity of the Bonds exceeds 6.00%;

(c) The true interest cost to the City for each Series of Bonds does not exceed 5.00%;

(d) The aggregate purchase price for each Series of Bonds shall not be less than 95% and not more than 125% of the aggregate stated principal amount of the Bonds, excluding any original issue discount;

(e) The Bonds may be issued subject to optional and mandatory redemption provisions; and

(f) The Bonds shall be dated as of the date of their delivery, which date and time for the issuance and delivery of the Bonds is not later than December 31, 2039.

In addition, a Series of the Bonds may not be issued if it would cause the indebtedness of the City to exceed the City's legal debt capacity on the Issue Date. The Designated Representative may determine whether it is in the City's best interest to provide for bond insurance or other credit enhancement; and may accept such additional terms, conditions and covenants as he or she may determine are in the best interests of the City, consistent with this ordinance.

In determining the number of series, the series designations, final principal amounts, date of the Bonds, denominations, interest rates, payment dates, redemption provisions, tax status, and maturity dates for the Bonds, the Designated Representative, in consultation with other City officials and staff and advisors, shall take into account those factors that, in her judgment, will result in the lowest true interest cost on the Bonds to their maturity, including, but not limited to current financial market conditions and current interest rates for obligations comparable to the Bonds.

Section 5. Bond Registrar; Registration and Transfer of Bonds.

(a) *Registration of Bonds.* Each Bond shall be issued only in registered form as to both principal and interest and the ownership of each Bond shall be recorded on the Bond Register.

(b) *Bond Registrar; Duties.* The Fiscal Agent is appointed as initial Bond Registrar. The Bond Registrar shall keep, or cause to be kept, sufficient books for the registration and transfer of the Bonds, which shall be open to inspection by the City at all times. The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver Bonds transferred or exchanged in accordance with the provisions of the Bonds and this ordinance, to serve as the City's paying agent for the Bonds and to carry out all of the Bond Registrar's powers and duties under this ordinance. The Bond Registrar shall be responsible for its representations contained in the Bond Registrar's Certificate of Authentication on each Bond. The Bond Registrar may become an Owner with the same rights it would have if it were not the Bond Registrar and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as members of, or in any other capacity with respect to, any committee formed to protect the rights of Owners.

(c) *Bond Register; Transfer and Exchange.* The Bond Register shall contain the name and mailing address of each Registered Owner and the principal amount and number of each Bond held by each Registered Owner. A Bond surrendered to the Bond Registrar may be exchanged for a Bond or Bonds in any Authorized Denomination of an equal aggregate principal amount and of the same Series, interest rate and maturity. A Bond may be transferred only if endorsed in the manner provided thereon and surrendered to the Bond Registrar. Any exchange or transfer shall be without cost to the Owner or transferee. The Bond Registrar shall not be obligated to exchange any Bond or transfer registered ownership during the period between the applicable Record Date and the next upcoming interest payment or redemption date.

(d) *Securities Depository; Book-Entry Only Form.* DTC is appointed as initial Securities Depository and each such Bond initially shall be registered in the name of Cede & Co., as the nominee of DTC. Each Bond registered in the name of the Securities Depository shall be held fully immobilized in book-entry only form by the Securities Depository in accordance with the provisions of the Letter of Representations. Registered ownership of any Bond registered in the name of the Securities Depository may not be transferred except: (i) to any successor Securities Depository; (ii) to any substitute Securities Depository appointed by the City; or (iii) to any person if the Bond is no longer to be held in book-entry only form. Upon the resignation of the Securities Depository, or upon a termination of the services of the Securities Depository by the City, the City may appoint a substitute Securities Depository. If (i) the Securities Depository resigns and the City does not appoint a substitute Securities Depository, or (ii) the City terminates the services of the Securities Depository, the Bonds no longer shall be held in book-entry only form and the registered ownership of each Bond may be transferred to any person as provided in this ordinance.

Neither the City nor the Bond Registrar shall have any obligation to participants of any Securities Depository or the persons for whom they act as nominees regarding accuracy of any records maintained by the Securities Depository or its participants. Neither the City nor the Bond Registrar shall be responsible for any notice that is permitted or required to be given to a Registered Owner except such notice as is required to be given by the Bond Registrar to the Securities Depository.

Section 6. Form and Execution of Bonds.

(a) *Form of Bonds; Signatures and Seal.* Each Bond shall be prepared in a form consistent with the provisions of this ordinance and State law. Each Bond shall be signed by the Mayor (or Acting Mayor) and the City Clerk, either or both of whose signatures may be manual or in facsimile, and the seal of the City or a facsimile reproduction thereof shall be impressed or printed thereon. If any officer whose manual or facsimile signature appears on a Bond ceases to be an officer of the City authorized to sign bonds before the Bond bearing his or her manual or facsimile signature is authenticated by the Bond Registrar, or issued or delivered by the City, that Bond nevertheless may be authenticated, issued and delivered and, when authenticated, issued and delivered, shall be as binding on the City as though that person had continued to be an officer of the City authorized to sign bonds. Any Bond also may be signed on behalf of the City by any person who, on the actual date of signing of the Bond, is an officer of the City authorized to sign bonds, although he or she did not hold the required office on its Issue Date.

(b) *Authentication.* Only a Bond bearing a Certificate of Authentication in substantially the following form, manually signed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance: “Certificate of Authentication. This Bond is one of the fully registered City of Camas, Washington, Limited Tax General Obligation Bonds, 2018, described in the Bond Ordinance.” The authorized signing of a Certificate of Authentication shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this ordinance.

Section 7. Payment of Bonds. Principal of and interest on each Bond shall be payable in lawful money of the United States of America. Principal of and interest on each Bond registered in the name of the Securities Depository is payable in the manner set forth in the Letter of Representations. Interest on each Bond not registered in the name of the Securities Depository is payable by electronic transfer on the interest payment date, or by check or draft of the Bond Registrar mailed on the interest payment date to the Registered Owner at the address appearing on the Bond Register on the Record Date. However, the City is not required to make electronic transfers except pursuant to a request by a Registered Owner in writing received on or prior to the Record Date and at the sole expense of the Registered Owner. Principal of each Bond not registered in the name of the Securities Depository is payable upon presentation and surrender of the Bond by the Registered Owner to the Bond Registrar. The Bonds are not subject to acceleration under any circumstances.

Section 8. Funds and Accounts; Deposit of Proceeds.

(a) *Bond Fund.* The Bond Fund is created as a special fund of the City for the sole purpose of paying principal of and interest on the Bonds. All amounts allocated to the payment of the principal of and interest on the Bonds shall be deposited in the Bond Fund as necessary for the timely payment of amounts due with respect to the Bonds. The principal of and interest on the Bonds shall be paid out of the Bond Fund. Until needed for that purpose, the City may invest money in the Bond Fund temporarily in any legal investment, and the investment earnings shall be retained in the Bond Fund and used for the purposes of that fund.

(b) *Project Fund.* The Project Fund is created as a fund of the City for the purpose of paying the costs of the Project. Proceeds received from the sale and delivery of the Bonds shall be deposited into the Project Fund and used to pay the costs of the Project and costs of issuance of the Bonds. Until needed to pay such costs, the City may invest those proceeds temporarily in any legal investment, and the investment earnings shall be retained in the Project Fund and used for the purposes of that fund, except that earnings subject to a federal tax or rebate requirement (if applicable) may be withdrawn from the Project Fund and used for those tax or rebate purposes.

Section 9. Redemption Provisions and Purchase of Bonds.

(a) *Optional Redemption.* The Bonds shall be subject to redemption at the option of the City on terms acceptable to the Designated Representative, as set forth in the Bond Purchase Contract, consistent with the parameters set forth in Section 4.

(b) *Mandatory Redemption.* Each Bond that is designated as a Term Bond in the Bond Purchase Contract, consistent with the parameters set forth in Section 4 and except as set forth below, shall be called for redemption at a price equal to the stated principal amount to be redeemed, plus accrued interest, on the dates and in the amounts as set forth in the Bond Purchase Contract. If a Term Bond is redeemed under the optional redemption provisions, defeased or purchased by the City and surrendered for cancellation, the principal amount of the Term Bond so redeemed, defeased or purchased (irrespective of its actual redemption or purchase price) shall be credited against one or more scheduled mandatory redemption installments for that Term Bond. The City shall determine the manner in which the credit is to be allocated and shall notify the Bond Registrar in writing of its allocation prior to the earliest mandatory redemption date for that Term Bond for which notice of redemption has not already been given.

(c) *Selection of Bonds for Redemption; Partial Redemption.* If fewer than all of the outstanding Bonds are to be redeemed at the option of the City, the City shall select the Series and maturities to be redeemed. If fewer than all of the outstanding Bonds of a maturity of a Series are to be redeemed, the Securities Depository shall select Bonds registered in the name of the Securities Depository to be redeemed in accordance with the Letter of Representations, and the Bond Registrar shall select all other Bonds to be redeemed randomly in such manner as the Bond Registrar shall determine. All or a portion of the principal amount of any Bond that is to be redeemed may be redeemed in any Authorized Denomination. If less than all of the outstanding principal amount of any Bond is redeemed, upon surrender of that Bond to the Bond Registrar, there shall be issued to the Registered Owner, without charge, a new Bond (or Bonds, at the option of the Registered Owner) of the same Series, maturity and interest rate in any Authorized Denomination in the aggregate principal amount to remain outstanding.

(d) *Notice of Redemption.* Notice of redemption of each Bond registered in the name of the Securities Depository shall be given in accordance with the Letter of Representations. Notice of redemption of each other Bond, unless waived by the Registered Owner, shall be given by the Bond Registrar not less than 20 nor more than 60 days prior to the date fixed for redemption by first-class mail, postage prepaid, to the Registered Owner at the address appearing on the Bond Register on the Record Date. The requirements of the preceding sentence shall be

satisfied when notice has been mailed as so provided, whether or not it is actually received by an Owner. In addition, the redemption notice shall be mailed or sent electronically within the same period to the MSRB (if required under the Undertaking), to each Rating Agency, and to such other persons and with such additional information as the Finance Director shall determine, but these additional mailings shall not be a condition precedent to the redemption of any Bond.

(e) *Rescission of Optional Redemption Notice.* In the case of an optional redemption, the notice of redemption may state that the City retains the right to rescind the redemption notice and the redemption by giving a notice of rescission to the affected Registered Owners at any time on or prior to the date fixed for redemption. Any notice of optional redemption that is so rescinded shall be of no effect, and each Bond for which a notice of optional redemption has been rescinded shall remain outstanding.

(f) *Effect of Redemption.* Interest on each Bond called for redemption shall cease to accrue on the date fixed for redemption, unless either the notice of optional redemption is rescinded as set forth above, or money sufficient to effect such redemption is not on deposit in the Bond Fund or in a trust account established to refund or defease the Bond.

(g) *Purchase of Bonds.* The City reserves the right to purchase any or all of the Bonds offered to the City at any time at any price acceptable to the City plus accrued interest to the date of purchase.

Section 10. Failure To Pay Bonds. If the principal of any Bond is not paid when the Bond is properly presented at its maturity or date fixed for redemption, the City shall be obligated to pay interest on that Bond at the same rate provided in the Bond from and after its maturity or date fixed for redemption until that Bond, both principal and interest, is paid in full or until sufficient money for its payment in full is on deposit in the Bond Fund, or in a trust account established to refund or defease the Bond, and the Bond has been called for payment by giving notice of that call to the Registered Owner.

Section 11. Pledge of Taxes. The Bonds constitute a general indebtedness of the City and are payable from tax revenues of the City and such other money as is lawfully available and pledged by the City for the payment of principal of and interest on the Bonds. For as long as any of the Bonds are outstanding, the City irrevocably pledges that it shall, in the manner provided by law within the constitutional and statutory limitations provided by law without the assent of the voters, include in its annual property tax levy amounts sufficient, together with other money that is lawfully available, to pay principal of and interest on the Bonds as the same become due. The full faith, credit and resources of the City are pledged irrevocably for the prompt payment of the principal of and interest on the Bonds and such pledge shall be enforceable in mandamus against the City.

Section 12. Tax Covenants.

(a) *Preservation of Tax Exemption for Interest on Bonds.* The City covenants that it will take all actions necessary to prevent interest on the Bonds from being included in gross income for federal income tax purposes, and it will neither take any action nor make or permit any use of proceeds of the Bonds or other funds of the City treated as proceeds of the Bonds that

will cause interest on the Bonds to be included in gross income for federal income tax purposes. The City also covenants that it will, to the extent the arbitrage rebate requirements of Section 148 of the Code are applicable to the Bonds, take all actions necessary to comply (or to be treated as having complied) with those requirements in connection with the Bonds.

(b) *Post-Issuance Compliance.* The Finance Director is authorized and directed to review and update the City's written procedures to facilitate compliance by the City with the covenants in this ordinance and the applicable requirements of the Code that must be satisfied after the Issue Date to prevent interest on the Bonds from being included in gross income for federal tax purposes.

(c) *Designation of Bonds as "Qualified Tax-Exempt Obligations."* A Series of the Bonds may be designated as "qualified tax-exempt obligations" for the purposes of Section 265(b)(3) of the Code, if the following conditions are met:

- (1) the Series does not constitute "private activity bonds" within the meaning of Section 141 of the Code;
- (2) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds and other obligations not required to be included in such calculation) that the City and any entity subordinate to the City (including any entity that the City controls, that derives its authority to issue tax-exempt obligations from the City, or that issues tax-exempt obligations on behalf of the City) will issue during the calendar year in which the Series is issued will not exceed \$10,000,000; and
- (3) the amount of tax-exempt obligations, including the Series, designated by the City as "qualified tax-exempt obligations" for the purposes of Section 265(b)(3) of the Code during the calendar year in which the Series is issued does not exceed \$10,000,000.

Section 13. Refunding or Defeasance of the Bonds. The City may issue refunding bonds pursuant to State law or use money available from any other lawful source to carry out a refunding or defeasance plan, which may include (a) paying when due the principal of and interest on any or all of the Bonds (the "defeased Bonds"); (b) redeeming the defeased Bonds prior to their maturity; and (c) paying the costs of the refunding or defeasance. If the City sets aside in a special trust fund or escrow account irrevocably pledged to that redemption or defeasance (the "trust account"), money and/or Government Obligations maturing at a time or times and bearing interest in amounts sufficient to redeem, refund or defease the defeased Bonds in accordance with their terms, then all right and interest of the Owners of the defeased Bonds in the covenants of this ordinance and in the funds and accounts obligated to the payment of the defeased Bonds shall cease and become void. Thereafter, the Owners of defeased Bonds shall have the right to receive payment of the principal of and interest on the defeased Bonds solely from the trust account and the defeased Bonds shall be deemed no longer outstanding. In that event, the City may apply money remaining in any fund or account (other than the trust account) established for the payment or redemption of the defeased Bonds to any lawful purpose.



Unless otherwise specified by the City in a refunding or defeasance plan, notice of refunding or defeasance shall be given, and selection of Bonds for any partial refunding or defeasance shall be conducted, in the manner prescribed in this ordinance for the redemption of Bonds.

Section 14. Sale and Delivery of the Bonds.

(a) *Manner of Sale of Bonds; Delivery of Bonds.* The Designated Representative is authorized to sell each Series of the Bonds by negotiated sale or private placement based on the assessment of the Designated Representative of market conditions, in consultation with appropriate City officials and staff, Bond Counsel and other advisors. In determining the method of sale of a Series and accepting the Final Terms, the Designated Representative shall take into account those factors that, in the judgment of the Designated Representative, may be expected to result in the lowest true interest cost to the City.

(b) *Procedure for Negotiated Sale or Private Placement.* If the Designated Representative determines that a Series of the Bonds is to be sold by negotiated sale or private placement, the Designated Representative shall select one or more Purchasers with which to negotiate such sale. The Bond Purchase Contract for each Series of the Bonds shall set forth the Final Terms. The Designated Representative is authorized to execute the Bond Purchase Contract on behalf of the City, so long as the terms provided therein are consistent with the terms of this ordinance.

(c) *Preparation, Execution and Delivery of the Bonds.* The Bonds will be prepared at City expense and will be delivered to the Purchaser in accordance with the Bond Purchase Contract, together with the approving legal opinion of Bond Counsel regarding the Bonds.

Section 15. Official Statement.

(a) *Preliminary Official Statement Deemed Final.* The Designated Representative shall review and, if acceptable to her or him, approve the preliminary Official Statement prepared in connection with each sale of a Series of the Bonds to the public or through a Purchaser as a placement agent. For the sole purpose of the Purchaser's compliance with paragraph (b)(1) of Rule 15c2-12, if applicable, the Designated Representative is authorized to deem that preliminary Official Statement final as of its date, except for the omission of information permitted to be omitted by Rule 15c2-12. The City approves the distribution to potential purchasers of the Bonds of a preliminary Official Statement that has approved by the Designated Representative and been deemed final, if applicable, in accordance with this subsection.

(b) *Approval of Final Official Statement.* The City approves the preparation of a final Official Statement for each Series of the Bonds to be sold to the public in the form of the preliminary Official Statement that has been approved and deemed final in accordance with subsection (a), with such modifications and amendments as the Designated Representative deems necessary or desirable, and further authorizes the Designated Representative to execute and deliver such final Official Statement to the Purchaser if required under Rule 15c2-12. The City

authorizes and approves the distribution by the Purchaser of the final Official Statement so executed and delivered to purchasers and potential purchasers of a Series of the Bonds.

Section 16. Undertaking to Provide Continuing Disclosure. To meet the requirements of paragraph (b)(5) of Rule 15c2-12, as applicable to a participating underwriter for the Bonds, the City makes the following written undertaking (the “Undertaking”) for the benefit of holders of the Bonds:

(a) Undertaking to Provide Annual Financial Information and Notice of Listed Events. The City undertakes to provide or cause to be provided, either directly or through a designated agent, to the MSRB, in an electronic format as prescribed by the MSRB, accompanied by identifying information as prescribed by the MSRB:

(1) Annual financial information and operating data of the type included in the final official statement for the Bonds and described in paragraph (b) (“annual financial information”);

(2) Timely notice (not in excess of 10 business days after the occurrence of the event) of the occurrence of any of the following events with respect to the Bonds (which may be amended if Rule 15c2-12 is amended prior to the Issue Date of any Series of Bonds): (A) principal and interest payment delinquencies; (B) non-payment related defaults, if material; (C) unscheduled draws on debt service reserves reflecting financial difficulties; (D) unscheduled draws on credit enhancements reflecting financial difficulties; (E) substitution of credit or liquidity providers, or their failure to perform; (F) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notice of Proposed Issue (IRS Form 5701 – TEB) or other material notices or determinations with respect to the tax status of the Bonds; (G) modifications to rights of holders of the Bonds, if material; (H) bond calls (other than scheduled mandatory redemptions of Term Bonds), if material, and tender offers; (I) defeasances; (J) release, substitution, or sale of property securing repayment of the Bonds, if material; (K) rating changes; (L) bankruptcy, insolvency, receivership or similar event of the City, as such “Bankruptcy Events” are defined in Rule 15c2-12; (M) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and (N) appointment of a successor or additional trustee or the change of name of a trustee, if material.

(3) Timely notice of a failure by the City to provide required annual financial information on or before the date specified in paragraph (b).

(b) Type of Annual Financial Information Undertaken to be Provided. The annual financial information that the City undertakes to provide in paragraph (a):

(1) Shall consist of (A) annual financial statements prepared (except as noted in the financial statements) in accordance with applicable generally accepted accounting principles applicable to local governmental units of the State such as the City, as such principles may be changed from time to time, which statements may be unaudited, provided, that if and

when audited financial statements are prepared and available they will be provided; (B) principal amount of general obligation bonds outstanding at the end of the applicable fiscal year; (C) assessed valuation for that fiscal year; and (D) regular property tax levy rate and regular property tax levy rate limit for the fiscal year;

(2) Shall be provided not later than the last day of the ninth month after the end of each fiscal year of the City (currently, a fiscal year ending December 31), as such fiscal year may be changed as required or permitted by State law, commencing with the City's fiscal year ending December 31, 2018; and

(3) May be provided in a single or multiple documents, and may be incorporated by specific reference to documents available to the public on the Internet website of the MSRB or filed with the SEC.

(c) Amendment of Undertaking. This Undertaking is subject to amendment after the primary offering of the Bonds without the consent of any holder of any Bond, or of any broker, dealer, municipal securities dealer, participating underwriter, Rating Agency or the MSRB, under the circumstances and in the manner permitted by Rule 15c2-12. The City will give notice to the MSRB of the substance (or provide a copy) of any amendment to the Undertaking and a brief statement of the reasons for the amendment. If the amendment changes the type of annual financial information to be provided, the annual financial information containing the amended financial information will include a narrative explanation of the effect of that change on the type of information to be provided.

(d) Beneficiaries. This Undertaking shall inure to the benefit of the City and the holder of each Bond, and shall not inure to the benefit of or create any rights in any other person.

(e) Termination of Undertaking. The City's obligations under this Undertaking shall terminate upon the legal defeasance of all of the Bonds. In addition, the City's obligations under this Undertaking shall terminate if the provisions of Rule 15c2-12 that require the City to comply with this Undertaking become legally inapplicable in respect of the Bonds for any reason, as confirmed by an opinion of Bond Counsel delivered to the City, and the City provides timely notice of such termination to the MSRB.

(f) Remedy for Failure to Comply with Undertaking. As soon as practicable after the City learns of any failure to comply with this Undertaking, the City will proceed with due diligence to cause such noncompliance to be corrected. No failure by the City or other obligated person to comply with this Undertaking shall constitute an event of default. The sole remedy of any holder of a Bond shall be to take action to compel the City or other obligated person to comply with this Undertaking, including seeking an order of specific performance from an appropriate court.

(g) Designation of Official Responsible to Administer Undertaking. The Finance Director or her designee is the person designated, in accordance with the Bond Ordinance, to carry out the Undertaking in accordance with Rule 15c2-12, including, without limitation, the following actions:

(1) Preparing and filing the annual financial information undertaken to be provided;

(2) Determining whether any event specified in paragraph (a) has occurred, assessing its materiality, where necessary, with respect to the Bonds, and preparing and disseminating any required notice of its occurrence;

(3) Determining whether any person other than the City is an “obligated person” within the meaning of Rule 15c2-12 with respect to the Bonds, and obtaining from such person an undertaking to provide any annual financial information and notice of listed events for that person required under Rule 15c2-12;

(4) Selecting, engaging and compensating designated agents and consultants, including financial advisors and legal counsel, to assist and advise the City in carrying out this Undertaking; and

(5) Effecting any necessary amendment of this undertaking.

Section 17. Supplemental and Amendatory Ordinances. The City may supplement or amend this ordinance for any one or more of the following purposes without the consent of any Owners of the Bonds:

(a) To add covenants and agreements that do not materially adversely affect the interests of Owners, or to surrender any right or power reserved to or conferred upon the City.

(b) To cure any ambiguities, or to cure, correct or supplement any defective provision contained in this ordinance in a manner that does not materially adversely affect the interest of the Beneficial Owners of the Bonds.

Section 18. General Authorization and Ratification. The Mayor (or Acting Mayor), City Administrator, City Clerk, Designated Representative and other appropriate officers of the City are severally authorized to take such actions and to execute such documents as in their judgment may be necessary or desirable to carry out the transactions contemplated in connection with this ordinance, and to do everything necessary for the prompt delivery of each Series of the Bonds to the Purchaser thereof and for the proper application, use and investment of the proceeds of the Bonds. All actions taken prior to the effective date of this ordinance in furtherance of the purposes described in this ordinance and not inconsistent with the terms of this ordinance are ratified and confirmed in all respects.

Section 19. Severability. The provisions of this ordinance are declared to be separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, finds any provision of this ordinance to be invalid or unenforceable as to any person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be null and void with respect to the particular person or circumstance, and all other provisions of this ordinance in all other respects, and the offending provision with respect to all other persons and all other circumstances, shall remain valid and enforceable.

Section 20. Effective Date of Ordinance. This ordinance shall take effect and be in force from and after its passage and five days following its publication as required by law.

PASSED by the City Council and APPROVED by the Acting Mayor of the City of Camas, Washington, at an open public meeting thereof, this 15<sup>th</sup> day of October, 2018.

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Acting Mayor

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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Bond Counsel

## CERTIFICATION

I, the undersigned, City Clerk of the City of Camas, Washington (the “City”), hereby certify as follows:

1. The attached copy of Ordinance No. \_\_\_\_ (the “Ordinance”) is a full, true and correct copy of an ordinance duly passed at a regular meeting of the City Council of the City held at the regular meeting place thereof on October 15, 2018, as that ordinance appears on the minute book of the City.

2. The Ordinance will be in full force and effect five days after publication in the City’s official newspaper, which publication date is October \_\_\_\_, 2018.

3. A quorum of the members of the City Council was present throughout the meeting and a majority of the members voted in the proper manner for the passage of the Ordinance.

Dated: October 15, 2018.

CITY OF CAMAS, WASHINGTON

\_\_\_\_\_  
City Clerk