



CITY COUNCIL MEETING AGENDA
Monday, July 7, 2014, at 7 p.m.
Camas City Hall, 616 NE 4th Avenue

NOTE: There are two public comment periods included on the agenda. Anyone wishing to address the City Council may come forward when invited; please state your name and address. Public comments are typically limited to three minutes, and written comments may be submitted to the City Clerk. Special instructions for public comments will be provided at the meeting if a public hearing or quasi-judicial matter is scheduled on the agenda.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. PUBLIC COMMENTS

V. CONSENT AGENDA

- A. Approve the minutes of the June 16, 2014, Camas City Council Meeting and the work session minutes of June 16, 2014
- B. Approve claim checks as approved by the Finance Committee
- C. Authorize Pay Estimate No. 2 for Project WS-714 and WS-729 Water and Sewer Casing Installation under the Burlington Northern Sante Fe railroad tracks in the amount of \$48,357.08 to 3 Kings Environmental for work completed through June 30, 2014. (submitted by James Carothers)
- D. Authorize Pay Estimate No. 1 for Project S-590 Lake Road ½ Street Improvements to Michael Green Construction, Inc., in the amount of \$31,838.25 for work through June 26, 2014. (submitted by James Hodges)
- E. Authorize Pay Estimate No. 1 for Project WS-741 2014 STEP/STEF Tank Pumping to AAA Septic Services, LLC, in the amount of \$13,053.34 for work completed through June 30, 2014. (submitted by James Hodges)
- F. Approve the Interlocal Cooperative Agreement for administering surcharge funds generated as a result of House Bill 2060. In 2002, the Washington State Legislature passed Substitute House Bill 2060, codified in Revised Code of Washington (RCW) 36.22.178 and called it the Affordable Housing for All Surcharge. The statute authorizes a ten dollar surcharge on documents recorded by the County Auditor's office with the funds to be used for housing programs for extremely low and very low income households. The proceeds from these funds provide support for shelters, transitional housing and permanent housing. (submitted by Peter Capell)

- G. Approve the Intergovernmental Agreement to participate in the Community Development Block Grant (CDBG) Program. The City has participated in the CDBG for many years. The grants have assisted the City in building numerous projects. We first signed the three-year agreement in 1997 and it has automatically renewed every three years. The Intergovernmental Agreement language has been updated, requiring it to be executed at this time for the 2015 – 2017 period of the agreement. This Intergovernmental Agreement will also automatically renew, unless we choose to terminate the agreement. (submitted by Peter Capell)
- H. Authorize the Mayor to execute Change Order No. 1 in the amount of \$0.00 to McDonald Excavating, Inc., for Project S-566 NW Friberg Street and Goodwin Road Improvements. Change Order No. 1 allows the contractor to close a section of NW Friberg from July 18th through August 29th, 2014. There isn't an impact on the project cost or on the working days. (submitted by James Carothers)
- I. Authorize the Engineering Manager to sign Consultant Contract Supplemental Agreement No. 3 for Project S-566 NW Friberg Street and Goodwin Road Improvements with Harper Houf Peterson Righellis, Inc., for an amount not to exceed \$143,161.36. This contract amendment provides for Project Management, Survey, Engineer Plan Preparation for Professional Services Engineering (PSE), Final Right-of-Way Documents, and Construction Management Services for the project. The new total contract amount shall not exceed \$978,423.36. (submitted by James Carothers)
- J. Authorize the Engineering Manager to sign the Professional Services Contract with HDJ Design Group, for assistance with the preparation of an Americans with Disabilities Act (ADA) Transition Plan for public facilities within the public rights-of-way, in an amount not to exceed \$20,070. HDJ will provide assistance with a self-evaluation of ADA accommodations criteria for pedestrian facilities within the public rights-of-way, such as curb ramps, sidewalks and paths, crosswalks, and traffic signals. This evaluation will provide the documentation for the assembling of a transition plan. The transition plan will identify a means of retrofitting upgrades per the ADA guidelines in a fiscally and chronologically reasonable manner. The transition plan is a requirement for public agencies with 50 or more employees per Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990. (submitted by James Carothers)
- K. Authorize the Engineering Manager to sign the Professional Services Contract with HDJ Design Group, for Project No. S-584 NW 6th and Norwood Traffic Signal Design, in an amount not to exceed \$50,075. (submitted by James Carothers)
- L. Award the design contract to OTAK Engineering for Project SS-593 Julia Street Pond in the amount of \$49,524. As discussed at the June 16, 2014, Workshop, this proposal will evaluate alternative design options, select preferred option and prepare required documentation for environmental permitting for the improvements to the Julia Street Stormwater Pond. This is a budgeted item and consistent with the adopted Stormwater Comprehensive Plan. The adopted budget allocates \$50,000 for this project design. (submitted by Eric Levison)
- M. Award the contract for Project No. S-589A 2014 Grind and Overlay to Granite Construction Company in the amount of \$319,319.00. This contract provides for the pavement restoration on Lake Road from Everett to Sierra. Granite Construction

Company was the responsible low bid at \$319,319.00 which was below the engineer's estimate. This is a budgeted item. (submitted by Eric Levison)

- N. Award the bid for Project No. P-899 Fallen Leaf Park ADA Improvements to PD Badertscher Construction, LLC in the amount of \$15,011.23. This improvement is required to provide legal ADA access to the shelter area. The improvement also includes designated parking spaces and a compliant ramp with railing. Staff recommends reprioritization of the existing budget authority to fund this project. (submitted by Eric Levison)
- O. Authorize the Mayor to sign a professional services contract with Cogan Owens Cogan in an amount not to exceed \$53,750. This is for conducting a visioning process as part of the 2016 City of Camas Comprehensive Plan Update. (submitted by Phil Bourquin)

NOTE: Any item on the Consent Agenda may be removed from the Consent Agenda for general discussion or action.

VI. NON-AGENDA ITEMS

- A. Staff
- B. Council

VII. MAYOR

- A. Announcements
- B. Appointments to the Salary Commission and the Parking Advisory Committee

VIII. COMMUNITY DEVELOPMENT

- A. Resolution No. 1299 Authorizing the Road Closure for a Portion of NW Friberg/Strunk Street
 - 1. Details: This resolution allows the contractor to close Friberg/Strunk Street from the northernmost driveway of the Union High School property north to NE 13th Street/Goodwin Road. The duration of the road closure will be no sooner than July 18th, 2014 to no later than August 29th, 2014. Access for emergency vehicles and residents is to be maintained during this road closure.
Department/Presenter: James Carothers, Engineering Manager
Recommended Action: Adopt the resolution.

IX. ADMINISTRATION

- A. Resolution No. 1300 Adopting the Duties and Qualifications for the Administrative Services Director
 - 1. Details: The position of Administrative Services Director was created and a salary schedule was adopted as part of the 2014 budget. At that time, it did not include duties and qualifications for the position.
Department/Presenter: Pete Capell, City Administrator
Recommended Action: Adopt Resolution 1300.

X. PUBLIC COMMENTS

XI. ADJOURNMENT

NOTE: The City of Camas welcomes and encourages the participation of all of its citizens in the public meeting process. A special effort will be made to ensure that a person with special needs has the opportunity to participate. For more information, please call 360.834.6864.



CITY COUNCIL REGULAR MEETING MINUTES - DRAFT
Monday, June 16, 2014 at 7:00 p.m.
Camas City Hall, 616 NE 4th Avenue

NOTE: There are two public comment periods included on the agenda. Anyone wishing to address the City Council may come forward when invited; please state your name and address. Public comments are typically limited to three minutes, and written comments may be submitted to the City Clerk. Special instructions for public comments will be provided at the meeting if a public hearing or quasi-judicial matter is scheduled on the agenda.

I. CALL TO ORDER

Mayor Pro-tem Steve Hogan called the meeting to order at 7:00 p.m.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Present: Greg Anderson, Don Chaney, Linda Dietzman, Tim Hazen, Steve Hogan, and Shannon Turk

Excused: Melissa Smith

Staff: Phil Bourquin, Pete Capell, James Carothers, Leisha Copsey, Cathy Huber Nickerson, Eric Levison, Shawn MacPherson, and Steve Wall

Press: There were no members of the press present

IV. PUBLIC COMMENTS

Margaret Tweet, 2715 NW 34th Circle, Camas, commented about C-Tran and the upcoming Bus Rapid Transit (BRT) vote. Tweet referenced documents that were entered into the record as "Exhibit No. 1".

V. CONSENT AGENDA

A. Approved the minutes of the June 2, 2014, Camas City Council Meeting and the Work Session minutes of June 2, 2014.

Council Meeting Minutes of June 2, 2014 

Work Session Minutes of June 2, 2014 

- B. Approved claim checks numbered 121589-121777, in the amount of \$1,862,239.30.
- C. Authorized the write-off of the May 2014 Emergency Medical Services (EMS) billings in the amount of \$69,044.42. This is the monthly uncollectable balance of Medicare and Medicaid accounts that are not collectable after receiving payments from Medicare, Medicaid and secondary insurance. (submitted by Cathy Huber Nickerson)
- D. Authorized Mayor to sign a Developer Agreement between the City of Camas and Shelby Piersol, owner of Beer at a Time, located at 216 NE 3rd Avenue. The Developer Agreement is to install a fire suppression system within one year of Certificate of Occupancy. The Building Code requires a fire suppression system for A2 occupancies (taverns, bars, tap rooms) with an occupant load greater than 100. The proposed use and size of the building would have an occupant load greater than 100. The Developer Agreement limits the occupant load to less than 100 and establishes a time line to phase in a complete fire suppression system in accordance with the Building and Fire Code. (submitted by Bob Cunningham)

[Developer Agreement](#) 

[Exhibit A](#) 

- E. Approved Bid Award for Project S-589B 2014 Slurry Seal to Blackline, Inc., in the amount of \$48,900 and authorized the Mayor to sign the contract. The slurry contract satisfies a portion of the 2014 Pavement Restoration Program. (submitted by Eric Levison)

[Bid Tab for Project S-589B](#) 

- F. Authorized Pay Estimate No. 1 for Project WS-714 and WS-729 Step Sewer Railroad Crossing/Garfield Water Line to 3 Kings Environmental in the amount of \$72,462.72. The pay estimate is for installation of water and sewer casing under the Burlington Northern Sante Fe (BNSF) railroad tracks and is for work and material on-hand costs through May 31, 2014. (submitted by James Hodges)

[Pay Estimate No. 1](#) 

It was moved by Greg Anderson, seconded by Linda Dietzman to approve the Consent Agenda. The motion carried unanimously.

NOTE: Any item on the Consent Agenda may be removed from the Consent Agenda for general discussion or action.

VI. NON-AGENDA ITEMS

A. Staff

City Administrator Pete Capell announced that the City received the Government Finance Officers Association Distinguished Budget Presentation Award. He added that this was the first time Camas has been recognized for this award and credited Finance Director Cathy Huber Nickerson and the finance team.

Capell commented about the Open Public Meeting and Public Records regulations that were passed by the legislature. He informed Council that the City will be hosting a webinar, to fulfill these requirements, in the Council Chambers on June 20th at 10:30 a.m. Capell encouraged everyone to attend and added that the Port of Camas Washougal is also offering training at 2:30 p.m., on July 15th. There will also be other training opportunities in the future.

B. Council

Anderson commented about the meeting he attended with East County Fire and Rescue. He also stated that the quarterly East County Ambulance Advisory Board (ECAB) meeting was cancelled and may be rescheduled if necessary.

Chaney, Hazen and Dietzman commented about the potential Lacamas Swim and Sport acquisition that was presented during the Council Workshop. They added that they would like more time set aside at a future meeting for discussion and analysis of the data.

Turk and Dietzman attended the Community Center Development Committee (CCDC) meeting.

Turk stated that she will be attending the June 17, 2014, Planning Commission Meeting.

Dietzman commented that she had worked a shift at First Friday and also attended a Library Board of Trustees meeting. She added that Los Jalapenos will donate 20% of their evening proceeds on June 23rd to the Friends and Foundation of the Camas Library and encouraged everyone to eat there on the 23rd.

Hogan attended First Friday and reminded Council that there will be a car show at the next First Friday that will be held on Saturday, July 5th.

VII. MAYOR

A. Announcements

There were no announcements.

VIII. COMMUNITY DEVELOPMENT

A. Resolution No. 1298 Revising and Extending the Comprehensive Six (6) Year Street Plan

Details: The six-year transportation improvement program, also known as the six-year street plan, is to be updated by municipal agencies annually per the Revised Code of Washington (RCW) 35.77.010. This plan was presented at the May 19th work session and the public hearing was held on June 2nd.

Department/Presenter: James Carothers, Engineering Manager

[Resolution No. 1298](#) 

[Six Year Street Plan List](#) 

[Six Year Street Plan Map](#) 

[2015 Appendices](#) 

[Executed Resolution No. 1298 - Attachment added June 17, 2014](#) 

It was moved by Greg Anderson, seconded by Tim Hazen that Resolution No. 1298 be read by title only. The motion carried unanimously.

It was moved by Greg Anderson, seconded by Tim Hazen that Resolution No. 1298 be adopted. The motion carried unanimously.

IX. FINANCE

A. Public Hearing Regarding a Bond Anticipation Note (Line of Credit)

Details: The bond anticipation note or the line of credit public hearing was to provide City Council opportunity to consider public testimony.

Department/Presenter: Cathy Huber Nickerson, Finance Director

Huber Nickerson distributed a handout entitled "Line of Credit FAQs". She also stated that the Bond Counsel requested two minor changes to Ordinance No. 2706. They would like a comma added to items (q) and (r) on page two of the ordinance.


Mayor Pro-tem Hogan opened and closed the public meeting at 7:20 p.m., as there was no one from the public wishing to give testimony.

B. Ordinance No. 2706 Establishing a Revolving Line of Credit

Details: This agenda item was for City Council to consider a bond anticipation note ordinance.

Department/Presenter: Cathy Huber Nickerson, Finance Director

Ordinance No. 2706 

Partially Executed Ordinance No. 2706 - Attachment added June 17, 2014 

It was moved by Linda Dietzman, seconded by Tim Hazen that Ordinance No. 2706 be read by title only. The motion carried unanimously.

It was moved by Linda Dietzman, seconded by Tim Hazen that Ordinance No. 2706 with noted amendments to items (q) and (r) be adopted and published according to law. The motion carried unanimously.

C. Public Hearing Regarding the 2014 Spring Omnibus Budget

Details: The 2014 Spring Omnibus Budget public hearing was to provide City Council opportunity to consider public testimony.

Department/Presenter: Cathy Huber Nickerson, Finance Director

Mayor Pro-tem Hogan opened and closed the public hearing at 7:25 p.m., as there was no one from the public wishing to give testimony.

D. Ordinance No. 2707 Amending the City's 2014 Budget Ordinance Nos. 2689 and 2701

Details: This ordinance was for City Council's consideration of the 2014 Spring Omnibus Budget. This budget ordinance contains 15 budget adjustments. The first three are carry forward packages; there are eight supplemental packages and four administrative packages totaling \$191,541.

Department/Presenter: Cathy Huber Nickerson, Finance Director

Ordinance No. 2707 

Attachment A 

Executed Ordinance No. 2707 - Attachment added June 17, 2014 

It was moved by Shannon Turk, seconded by Linda Dietzman that Ordinance No. 2707 be read by title only. The motion carried unanimously.

It was moved by Shannon Turk, seconded by Linda Dietzman that Ordinance No. 2707 be adopted and published according to law. The motion carried unanimously by roll call vote.

E. Ordinance No. 2708 to Establishing a Biennial Budget for the City of Camas Beginning January 1, 2015

Details: This ordinance would establish a biennial budget process consisting of two one year budgets starting January 1, 2015.

Department/Presenter: Cathy Huber Nickerson, Finance Director

[Ordinance No. 2708](#) 

[Executed Ordinance No. 2708](#) 

It was moved by Shannon Turk, seconded by Greg Anderson that Ordinance No. 2708 be read by title only. The motion carried unanimously.

It was moved by Greg Anderson, seconded by Linda Dietzman that Ordinance No. 2708 be adopted and published according to law. The motion carried unanimously.

X. PUBLIC COMMENTS

Margaret Tweet, 2715 NW 34th Circle, Camas, commented again regarding C-Tran activities.

XI. ADJOURNMENT

The meeting adjourned at 7:34 p.m.

NOTE: The City of Camas welcomes and encourages the participation of all of its citizens in the public meeting process. A special effort will be made to ensure that a person with special needs has the opportunity to participate. For more information, please call 360.834.6864.

Quick Preview of Agenda and Supporting Documents - Posted June 11, 2014

[Council Agenda with Supporting Documents](#) 

Mayor

City Clerk



CITY COUNCIL WORKSHOP MEETING MINUTES - DRAFT
Monday, June 16, 2014 at 4:30 p.m.
Camas City Hall, 616 NE 4th Avenue

Due to a power outage this recording contains audio only.

I. CALL TO ORDER

Mayor Pro-tem Steve Hogan called the meeting to order at 4:30 p.m.

II. ROLL CALL

Present: Greg Anderson, Don Chaney, Linda Dietzman, Tim Hazen, Steve Hogan, and Shannon Turk

Staff: Jerry Acheson, Phil Bourquin, Pete Capell, James Carothers, Leisha Copsey, Cathy Huber Nickerson, Mitch Lackey, Eric Levison, Robert Maul and Steve Wall

Press: Heather Acheson and Dawn Feldhaus, Camas-Washougal Post Record

III. PUBLIC COMMENTS

John Ley, 444 NW Freemont Street, Camas, commented about a contract with Tri-met that was signed by the C-Tran Board of Directors.

Mayor Pro-tem Hogan announced the C-Tran update will be presented prior to the City Administration topics.

IV. SPECIAL PRESENTATIONS

A. C-Tran Update

Details: Connie Jo Freeman, Council Member from the City of Washougal and the Camas/Washougal representative on the C-Tran Board, provided an update regarding current C-Tran Board activities. She also asked for direction from Council regarding the C-Tran Bus Rapid Transit (BRT) vote in July.

Department/Presenter: Connie Jo Freeman, Washougal City Councilmember

During the presentation a power outage occurred at approximately 4:48 p.m. The meeting resumed at approximately 4:55 p.m.

Council discussed the C-Tran BRT vote and provided feedback to Freeman.

V. CITY ADMINISTRATION

Public Works Director Eric Levison gave a brief update regarding the power outage.

A. Lacamas Swim and Sport Acquisition

Details: Lauren Livingston, with Sports Management Group, and staff discussed the Lacamas Swim and Sport Financial Feasibility Study that was recently completed. Discussion ensued.

Department/Presenter: Pete Capell, City Administrator; Lauren Livingston, with Sports Management Group; and Denise Croucher, owner of Lacamas Swim and Sport

[Financial Feasibility Study Presentation \(Revised attachment posted - June 16, 2014\)](#) 

This topic will come back to Council for further discussion during the July 7, 2014, Council Workshop.

B. Interlocal Cooperative Agreement for Administering Surcharge Funds Generated as a Result of House Bill 2060

Details: In 2002, the Washington State Legislature passed substitute House Bill 2060, codified at Revised Code of Washington (RCW) 36.22.178 and called the Affordable Housing For All Surcharge. The statute authorizes a ten dollar surcharge on documents recorded by the County Auditor's office with the funds to be used for housing programs for extremely low and very low income households. The proceeds from these funds provide support for shelters, transitional housing and permanent housing.

Department/Presenter: Pete Capell, City Administrator

[Interlocal Cooperative Agreement](#) 

Staff will place this Interlocal Cooperative Agreement on the July 7, 2014, Consent Agenda for Council's consideration.

C. Intergovernmental Agreement to Participate in the Community Development Block Grant (CDBG) Program

Details: The City has participated in the CDBG Program for many years. The grants have assisted the City in building numerous projects. The City first signed the three-year agreement in 1997 and it has automatically renewed every three years. The Intergovernmental Agreement language has been updated, requiring it to be executed at this time for the 2015 - 2017 life of the agreement. This Intergovernmental Agreement will also automatically renew again in the future, unless the City chooses to terminate the agreement.

Department/Presenter: Pete Capell, City Administrator

[Intergovernmental Agreement](#) 

Staff will place this Intergovernmental Agreement on the July 7, 2014, Consent Agenda for Council's consideration.

D. Miscellaneous and Scheduling

Details: Updates on miscellaneous or scheduling items

Department/Presenter: Pete Capell, City Administrator

Due to time constraints, comments were deferred to the regular meeting.

VI. COMMUNITY DEVELOPMENT DEPARTMENT

A. American with Disabilities Act (ADA) Transition Plan Professional Services Contract

Details: This contract with HDJ Design Group is for assistance with a self-evaluation of ADA accommodations criteria for pedestrian facilities within the public rights-of-way, such as curb ramps, sidewalks and paths, crosswalks, and traffic signals. This evaluation will provide the documentation for the assembling of a transition plan. The transition plan will identify a means of retrofitting upgrades per the ADA guidelines in a fiscally and chronologically reasonable manner. The transition plan is a requirement for public agencies with 50 or more employees per Section 504 of the Rehabilitation Act of 1973 and the ADA of 1990. The amount of this contract is \$21,438 and is funded by the adopted community development professional services budget for 2014. Staff anticipates that additional assistance will be required in subsequent years for enhancement and updating of the original plan to be implemented with this contract. Supplemental assistance from HDJ will be by Council-approved contract amendment. The cost for supplemental assistance, along with retrofit project costs, will be budgeted accordingly in upcoming years.

Department/Presenter: James Carothers, Engineering Manager

[Draft ADA Plan Scope](#) 

Staff will place this contract on the July 7, 2014, Consent Agenda for Council's consideration.

B. Professional Services Contract for NW 6th Avenue and Norwood Street Traffic Signal

Details: This contract with HDJ Design Group is for the design of a traffic signal, including pedestrian accommodations, at NW 6th Avenue and Norwood Street. The amount of this contract is \$50,075.50. This contract is fully funded per the adopted capital budget for 2014.

Department/Presenter: James Carothers, Engineering Manager

[NW 6th Avenue and Norwood Street Traffic Signal Plan Scope Draft](#) 

Staff will place this contract on the July 7, 2014, Consent Agenda for Council's consideration.

C. Professional Services Contract Amendment for Project S-566 NW Friberg Street/NE Goodwin Road Improvements

Details: This amendment with Harper Houf Peterson Righellis, Inc., (HHPR) is for services related to completion of the Plans, Specifications, and Estimates (PS&E) for the project, and also includes technical support during construction. These include civil engineering, traffic engineering, geotechnical engineering, and archaeological monitoring and reconnaissance services. The amount of this amendment shall not exceed \$143,161.36.

Department/Presenter: James Carothers, Engineering Manager

[Professional Services Contract Amendment](#) 

Staff will include this amendment on the July 7, 2014, Consent Agenda for Council's consideration.

D. Developer Agreement Between the City of Camas and Shelby Piersol Owner of Beer at a Time Located at 216 NE 3rd Avenue

Details: A Developer Agreement to install a fire suppression system within one year of Certificate of Occupancy. The Building Code requires a fire suppression system for A2 occupancies (taverns, bars, tap rooms) with an occupant load greater than 100. The proposed use and size of the building would have an occupant load greater than 100. The Developer Agreement limits the occupant load to less than 100 and establishes a time line to phase in a complete fire suppression system in accordance with the Building and Fire Code.

Department/Presenter: Phil Bourquin, Community Development Director

[Developer Agreement](#) 

[Exhibit A](#) 

This item was also placed on the June 16, 2014, Consent Agenda for Council's consideration.

E. Cooper's Glen Plat Alteration

Details: Cooper's Glen is a ten lot subdivision approved by the City and recorded back in June 2008. The lots were never improved and the new owner would like to slightly modify the plat to 9 lots and have a more cohesive lot layout that is more consistent with the surrounding developments.

Department/Presenter: Robert Maul, Planning Manager

Staff Report 

A public hearing on this matter with the Camas City Council is tentatively planned for July 21, 2014.

F. Miscellaneous and Updates

Details: Updates on miscellaneous or emergent items

Department/Presenter: Phil Bourquin, Community Development Director

Community Development updates on miscellaneous or emergent items were discussed after the Public Works agenda topics.

VII. PUBLIC WORKS DEPARTMENT

This topic was moved up on the agenda prior to the North Urban Growth Area Update.

A. Introduction of Steve Wall, the New Utilities Manager

Details: Staff provided a brief introduction of the newest member of the Camas team, Steve Wall, P.E.

Department/Presenter: Eric Levison, Public Works Director

Levison gave an update about the power outage.

B. North Urban Growth Area (NUGA) Update

Details: Staff has met with a number of the property owners and is currently in discussions with consultants to more fully understand and develop the costs, benefiting area and timelines associated with a Local Improvement District (LID) to provide sewer services to the NUGA area.

Department/Presenter: Eric Levison, Public Works Director

This topic was for information only, no City Council action was necessary at this time. If the concept continues to develop, staff will bring forward consultant agreements as needed.

C. Julia Street Stormwater Pond Consultant Agreement

Details: Staff has selected OTAK Engineering to develop a scope and cost for alternative design options and environmental permitting for improvements to the Julia Street Stormwater Pond. This is a budgeted item and consistent with the adopted Stormwater Comprehensive Plan. The adopted budget allocates \$50,000 for this project design.

Department/Presenter: Eric Levison, Public Works Director

The contract will be submitted at the July 7, 2014, meeting for Council's consideration.

D. Miscellaneous and Updates

Details: Updates on miscellaneous or emergent items

Department/Presenter: Eric Levison, Public Works Director

There were no miscellaneous or emergent items from Public Works.

Carothers discussed a miscellaneous item for Community Development during this time.

[Friberg Road Closure Proposal Memorandum \(attachment posted - June 16, 2014\)](#) 

Carothers gave an update about Project S-566 NW Friberg Street/Strunk Road. He informed Council that staff received a request from the contractor proposing to close a portion of the road during construction. Details related to the proposal were outlined in the attached memorandum.

Staff will place a resolution for the road closure and a no-cost change order on the July 7, 2014, agenda for Council's consideration.

VIII. FINANCE DEPARTMENT

A. Line of Credit Discussion

Details: This presentation was to discuss a line of credit proposal for the City.

Department/Presenter: Cathy Huber Nickerson, Finance Director

[Interest Rate Example](#) 

Due to time constraints, questions related to this topic were deferred to the public hearing that was scheduled for the June 16, 2014, City Council Meeting.

IX. COUNCIL COMMENTS AND REPORTS

Council comments were postponed until the regular meeting due to time constraints.

X. PUBLIC COMMENTS

There were no comments from the public.

XI. ADJOURNMENT

The meeting adjourned at 6:32 p.m.

NOTE: The City of Camas welcomes and encourages the participation of all of its citizens in the public meeting process. A special effort will be made to ensure that a person with special needs has the opportunity to participate. For more information, please call 360.834.6864.

Quick Preview of Agenda and Supporting Documents - Posted June 11, 2014

[Workshop Agenda with Supporting Documents](#) 

Mayor

City Clerk

CITY OF CAMAS PROJECT NO. WS-714/729 Project Name: STEP SEWER RR CROSSING/GARFIELD WATER LINE			PAY ESTIMATE: TWO PAY PERIOD: 6/1/14 through 6/30/14 ORIGINAL CONTRACT AMOUNT: \$690,809.35				3 Kings Environmental 1311 SE Grace Ave Battle Ground, WA 98604 360-666-5464				
---	--	--	---	--	--	--	---	--	--	--	--

ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	UNIT PRICE	CONTRACT TOTAL	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE
SCHEDULE A: STEP SEWER RR CROSSING, WS-714											
1	Mobilization	LS	1.00	\$25,000.00	\$25,000.00	0.25	\$6,250.00	0.00	\$0.00	0.25	\$6,250.00
2	SPCC Plan	LS	1.00	\$500.00	\$500.00	1.00	\$500.00	0.00	\$0.00	1.00	\$500.00
3	Project Temporary Traffic Control	LS	1.00	\$2,875.00	\$2,875.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
4	Crushed Surfacing Base Course	CY	5.00	\$48.50	\$242.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
5	HMA Cl. 1/2 In. Pg 64-22	TON	5.00	\$180.00	\$900.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
6	PVC Sanitary Sewer Pipe 24 Inch Diam.	LF	110.00	\$158.00	\$17,380.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
7	Testing Sewer Pipe	LF	110.00	\$11.00	\$1,210.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
8	48-Inch Steel Casing (MOH)	LF	94.00	\$2,103.00	\$197,682.00	12.00	\$25,236.00	0.00	\$0.00	12.00	\$25,236.00
9	Ramming Shaft	EA	1.00	\$26,250.00	\$26,250.00	0.20	\$5,250.00	0.00	\$0.00	0.20	\$5,250.00
10	Reception Shaft	EA	1.00	\$10,050.00	\$10,050.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
11	Obstruction Removal	EST	1.00	\$20,000.00	\$20,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
12	Erosion & Water Pollution Control	LS	1.00	\$3,420.00	\$3,420.00	0.50	\$1,710.00	0.00	\$0.00	0.50	\$1,710.00
13	Utility Marker Posts	EA	1.00	\$150.00	\$150.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
14	Casing Vent Standpipe	EA	1.00	\$2,770.00	\$2,770.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
	CHANGE ORDERS		0.00	\$0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00

TOTAL STEP SEWER SCHEDULE A:	\$308,429.50	\$38,946.00	\$0.00	\$38,946.00
Sales Tax (8.4%):	\$25,908.08	\$3,271.46	\$0.00	\$3,271.46
Subtotal:	\$334,337.58	\$42,217.46	\$0.00	\$42,217.46
SCHEDULE A: WS-714 LESS 5% RETAINAGE			\$0.00	
TOTAL LESS RETAINAGE			\$0.00	

CITY OF CAMAS PROJECT NO. WS-714/729 Project Name: STEP SEWER RR CROSSING/GARFIELD WATER LINE			PAY ESTIMATE: TWO PAY PERIOD: 6/1/14 through 6/30/14 ORIGINAL CONTRACT AMOUNT: \$690,809.35				3 Kings Environmental 1311 SE Grace Ave Battle Ground, WA 98604 360-666-5464				
---	--	--	---	--	--	--	---	--	--	--	--

ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	UNIT PRICE	CONTRACT TOTAL	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE
SCHEDULE B: STEP GARFIELD WATER LINE, WS-729											
1	Mobilization	LS	1.00	\$25,000.00	\$25,000.00	0.25	\$6,250.00	0.25	\$6,250.00	0.50	\$12,500.00
2	SPCC Plan	LS	1.00	\$500.00	\$500.00	1.00	\$500.00	0.00	\$0.00	1.00	\$500.00
3	Archaeological Standby Time	HR	12.00	\$400.00	\$4,800.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
4	Clearing And Grubbing	LS	1.00	\$675.00	\$675.00	0.00	\$0.00	1.00	\$675.00	1.00	\$675.00
5	Project Temporary Traffic Control	LS	1.00	\$3,600.00	\$3,600.00	0.20	\$720.00	0.40	\$1,440.00	0.60	\$2,160.00
6	Crushed Surfacing Base Course	CY	25.00	\$48.50	\$1,212.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
7	HMA Cl. 1/2 In. Pg 64-22	TON	5.00	\$180.00	\$900.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
8	Shoring	LF	1.00	\$2,200.00	\$2,200.00	0.00	\$0.00	1.25	\$2,750.00	1.25	\$2,750.00
9	Plugging Existing Pipe	EA	3.00	\$990.00	\$2,970.00	0.00	\$0.00	1.00	\$990.00	1.00	\$990.00
10	Removal and Replacement of Unsuitable Mat.	CY	20.00	\$75.00	\$1,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
11	Existing Water Main Restraint	EA	3.00	\$850.00	\$2,550.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
12	Ductile Iron Class 52 Pipe for Water Main 6 in.	LF	20.00	\$150.00	\$3,000.00	0.00	\$0.00	4.00	\$600.00	4.00	\$600.00
13	Ductile Iron Class 52 Pipe for Water Main 16 in.	LF	280.00	\$200.00	\$56,000.00	0.00	\$0.00	55.50	\$11,100.00	55.50	\$11,100.00
14	Butterfly Valve 16 in.	EA	1.00	\$3,182.00	\$3,182.00	0.00	\$0.00	1.00	\$3,182.00	1.00	\$3,182.00
15	Tapping Sleeve and Valve Assembly, 16x6 in.	EA	1.00	\$4,296.00	\$4,296.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
16	48-Inch Steel Casing (MOH)	LF	66.00	\$2,103.00	\$138,798.00	8.00	\$16,824.00	0.00	\$0.00	8.00	\$16,824.00
17	Ramming Shaft	EA	1.00	\$25,700.00	\$25,700.00	0.20	\$5,140.00	0.50	\$12,850.00	0.70	\$17,990.00
18	Reception Shaft	EA	1.00	\$8,115.00	\$8,115.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
19	Obstruction Removal	EST	1.00	\$30,000.00	\$30,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
20	Erosion & Water Pollution Control	LS	1.00	\$3,400.00	\$3,400.00	0.50	\$1,700.00	0.20	\$680.00	0.70	\$2,380.00
21	Seeding, Fertilizing, and Mulching	LS	1.00	\$5,000.00	\$5,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
22	Utility Marker Posts	EA	3.00	\$150.00	\$450.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
23	Removing and Resetting Beam Guardrail	LF	10.00	\$500.00	\$5,000.00	0.00	\$0.00	12.50	\$6,250.00	12.50	\$6,250.00
	CHANGE ORDER #1				\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
	CHANGE ORDER #2				\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00

TOTAL GARFIELD WATERLINE					\$328,848.50		\$31,134.00		\$46,767.00		\$77,901.00
Sales Tax (8.4%):					\$27,623.27		\$2,615.26		\$3,928.43		\$6,543.68
Subtotal:					\$356,471.77		\$33,749.26		\$50,695.43		\$84,444.68
SCHEDULE A: WS-714 LESS 5% RETAINAGE											
TOTAL LESS RETAINAGE											\$48,357.08

CITY OF CAMAS PROJECT NO. WS-714/729 Project Name: STEP SEWER RR CROSSING/GARFIELD WATER LINE			PAY ESTIMATE: TWO PAY PERIOD: 6/1/14 through 6/30/14 ORIGINAL CONTRACT AMOUNT: \$690,809.35				3 Kings Environmental 1311 SE Grace Ave Battle Ground, WA 98604 360-666-5464				
---	--	--	---	--	--	--	---	--	--	--	--

ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	UNIT PRICE	CONTRACT TOTAL	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE
					CONTRACT TOTAL		TOTAL PREVIOUS		TOTAL THIS EST.		TOTAL TO DATE
	SCHEDULE A&B: WS-714-729 ORIGINAL CONTRACT TOTAL				\$637,278.00		\$70,080.00		\$46,767.00		\$116,847.00
	SCHEDULE A&B: WS-714-729 CHANGE ORDERS TO DATE						\$0.00		\$0.00		\$0.00
	SCHEDULE A&B: WS-714-729 SUBTOTAL				\$637,278.00		\$70,080.00		\$46,767.00		\$116,847.00
	SCHEDULE A&B: WS-714-729 SALES TAX (8.4%)				\$53,531.35		\$5,886.72		\$3,928.43		\$9,815.15
	SCHEDULE A&B: WS-714-729 TOTAL CONTRACT				\$690,809.35		\$75,966.72		\$50,695.43		\$126,662.15
	SCHEDULE A&B: WS-714-729 LESS 5% RETAINAGE						(\$3,504.00)		(\$2,338.35)		(\$5,842.35)
	TOTAL LESS RETAIN.						\$72,462.72		\$48,357.08		\$120,819.80

WS-714 SEWER ACT. NUMBER: 424-00-594-350-65
WS-729 WATER ACT. NUMBER: 424-00-594-343-65

THIS PAY EST:
THIS PAY EST:

\$0.00
\$48,357.08

Steve Duryspek 6-30-14
Project Engineer Date

Michael S. Siff 6-30-2014
Contractor Date

Jenna Hedges 6/30/2014
Project Manager Date

REC
ENCL
8 7/1/14

CITY OF CAMAS
 PROJECT NO. S-590
 Project Name: NW LAKE ROAD HALF STREET IMPROVEMENTS
 PAY ESTIMATE: ONE
 PAY PERIOD: 06/18/14 through 06/26/14

ORIGINAL CONTRACT AMOUNT. \$96,334.90

Michael Green Construction, Inc.
 PO Box 142
 Washougal, WA 98671
 3605181476

ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	UNIT PRICE	CONTRACT TOTAL	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE
SCHEDULE A: ROAD CONSTRUCTION											
1	Construction Staking, Complete	LS	1.00	\$2,900.00	\$2,900.00	0.00	\$0.00	0.75	\$2,175.00	0.75	\$2,175.00
2	Archeological Standby Time	HOUR	5.00	\$135.00	\$675.00	0.00	\$0.00		\$0.00	0.00	\$0.00
3	Mobilization	LS	1.00	\$8,000.00	\$8,000.00	0.00	\$0.00	1.00	\$8,000.00	1.00	\$8,000.00
4	Flaggers and Spotters	HOUR	160.00	\$43.60	\$6,976.00	0.00	\$0.00	16.00	\$697.60	16.00	\$697.60
5	Project Temporary Traffic Control	LS	1.00	\$3,000.00	\$3,000.00	0.00	\$0.00	0.50	\$1,500.00	0.50	\$1,500.00
6	Clearing and Grubbing	LS	1.00	\$4,500.00	\$4,500.00	0.00	\$0.00	1.00	\$4,500.00	1.00	\$4,500.00
7	Removal of Structures and Obstructions	LS	1.00	\$8,120.00	\$8,120.00	0.00	\$0.00	1.00	\$8,120.00	1.00	\$8,120.00
8	Roadway Excavation Including Haul, Subgrade Preparation, Scarification, Watering, and Compaction	CY	555.00	\$17.86	\$9,912.30	0.00	\$0.00		\$0.00	0.00	\$0.00
9	Crushed Surfacing Top Course, Including Haul and Watering	CY	45.00	\$42.00	\$1,890.00	0.00	\$0.00		\$0.00	0.00	\$0.00
10	Crushed Surfacing Base Course, Including Haul and Watering	CY	181.00	\$42.00	\$7,602.00	0.00	\$0.00		\$0.00	0.00	\$0.00
11	Construction Geotextile for Soil Separation	SY	820.00	\$1.34	\$1,098.80	0.00	\$0.00		\$0.00	0.00	\$0.00
12	Hot Mix Asphalt (HMA), Class 1/2 Inch, PG 64-22	TON	145.00	\$97.44	\$14,128.80	0.00	\$0.00		\$0.00	0.00	\$0.00
13	Irrigation Repair	LS	1.00	\$2,480.00	\$2,480.00	0.00	\$0.00		\$0.00	0.00	\$0.00
14	Landscaping Restoration	LS	1.00	\$5,400.00	\$5,400.00	0.00	\$0.00		\$0.00	0.00	\$0.00
15	Permanent Seeding	SF	7000.00	\$0.60	\$4,200.00	0.00	\$0.00		\$0.00	0.00	\$0.00
16	Ditch Inlet Catch Basin	EA	1.00	\$2,165.00	\$2,165.00	0.00	\$0.00	1.00	\$2,165.00	1.00	\$2,165.00
17	Adjust Existing Structure to Grade	FA	7.00	\$180.00	\$1,260.00	0.00	\$0.00		\$0.00	0.00	\$0.00
18	Temporary Water Pollution/ Erosion Control	LS	1.00	\$5,359.00	\$5,359.00	0.00	\$0.00	0.50	\$2,679.50	0.50	\$2,679.50
19	Spill Prevention, Control and Countermeasures Plan	LS	1.00	\$1,500.00	\$1,500.00	0.00	\$0.00	1.00	\$1,500.00	1.00	\$1,500.00
20	Permanent Signing, Complete	LS	1.00	\$3,000.00	\$3,000.00	0.00	\$0.00		\$0.00	0.00	\$0.00
TOTAL SCHEDULE A:					\$94,166.90		\$0.00		\$31,337.10		\$31,337.10
Subtotal:					\$94,166.90		\$0.00		\$31,337.10		\$31,337.10
SCHEDULE A LESS 5% RETAINAGE									(\$1,566.86)		
TOTAL LESS RETAINAGE									\$29,770.25		

SCHEDULE B: WATER/SEWER											
1	Fire Hydrant Relocation	LS	1.00	\$2,000.00	\$2,000.00		\$0.00	1.00	\$2,000.00	1.00	\$2,000.00
WATER TOTAL: (not including Change orders)					\$2,000.00		\$0.00		\$2,000.00		\$2,000.00
Sales Tax (8.4%):					\$168.00		\$0.00		\$168.00		\$168.00
Subtotal:					\$2,168.00		\$0.00		\$2,168.00		\$2,168.00
SCHEDULE C LESS 5% RETAINAGE									(\$100.00)		
TOTAL LESS RTAINAGE									\$2,068.00		

CITY OF CAMAS PROJECT NO. S-590 Project Name: NW LAKE ROAD HALF STREET IMPROVEMENTS PAY ESTIMATE: ONE PAY PERIOD: 06/16/14 through 06/26/14				ORIGINAL CONTRACT AMOUNT. \$96,334.90				Michael Green Construction, Inc PO Box 142 Washougal, WA 98671 3605181476			
ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	UNIT PRICE	CONTRACT TOTAL	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE

	CONTRACT TOTAL	TOTAL PREVIOUS	TOTAL THIS EST.	TOTAL TO DATE
SCHEDULE A&B: S-590 ORIGINAL CONTRACT TOTAL	\$96,166.90	\$0.00	\$33,337.10	\$33,337.10
SCHEDULE A&B: S-590 CHANGE ORDERS TO DATE		\$0.00	\$0.00	\$0.00
SCHEDULE A&B: S-590 SUBTOTAL	\$96,166.90	\$0.00	\$33,337.10	\$33,337.10
SCHEDULE B: S-590 SALES TAX (8.4%)	\$168.00	\$0.00	\$168.00	\$168.00
SCHEDULE A&B: S-590 TOTAL CONTRACT	\$96,334.90	\$0.00	\$33,505.10	\$33,505.10
SCHEDULE A&B: S-590 LESS 5% RETAINAGE		\$0.00	(\$1,666.86)	(\$1,666.86)
TOTAL LESS RETAIN.		\$0.00	\$31,838.25	\$31,838.25

ROAD ACT. NUMBER: 112-00-595-300-65
 WATER ACT. NUMBER: 001-09-522-500-48

THIS PAY EST: \$29,770.25
 THIS PAY EST: \$2,068.00

Ahmed Yanka 6/26/14
 Inspector Date

[Signature]
 Contractor Date

[Signature] 6/26/2014
 Project Manager Date

7/1/14

CITY OF CAMAS PROJECT NO. WS-741 2014 STEP/STEF Tank Pumping			PAY ESTIMATE: ONE PAY PERIOD: 5/19/14 Through 6/30/14				AAA Septic Service PO Box 1668 Brush Prairie, WA 98606 (360) 687-8960				
			ORIGINAL CONTRACT AMOUNT: \$67,662.48								
ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	UNIT PRICE	CONTRACT TOTAL	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE

SANITARY SEWER											
1	Residential STEP & STEF Tank Pumping	EA	504	\$116.89	\$58,912.56	0.00	\$0.00	107.00	\$12,507.23	107.00	\$12,507.23
2	EMERGENCY Residential STEP & STEF Tank Pumping	EA	15	\$116.89	\$1,753.35	0.00	\$0.00	1.00	\$116.89	1.00	\$116.89
3	Commercial STEP and STEF Tank Pumping	1000 Gal	15	\$116.89	\$1,753.35	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
SUBTOTAL:					\$62,419.26		\$0.00		\$12,624.12		\$12,624.12
Sanitary Sales Tax (8.4%):					\$5,243.22		\$0.00		\$1,060.43		\$1,060.43
Total:					\$67,662.48		\$0.00		\$13,684.55		\$13,684.55

ORIGINAL CONTRACT TOTAL	CONTRACT TOTAL	TOTAL PREVIOUS	TOTAL THIS EST.	TOTAL TO DATE
ADDITIONS / DELETIONS	\$62,419.26	\$0.00	\$12,624.12	\$12,624.12
SUBTOTAL	\$0.00	\$0.00	\$0.00	\$0.00
SALES TAX (8.4%)	\$62,419.26	\$0.00	\$12,624.12	\$12,624.12
TOTAL CONTRACT	\$5,243.22	\$0.00	\$1,060.43	\$1,060.43
LESS 5% RETAINAGE	\$67,662.48	\$0.00	\$13,684.55	\$13,684.55
TOTAL LESS RETAIN.		\$0.00	(\$631.21)	(\$631.21)
		\$0.00	\$13,053.34	\$13,053.34

SAN. ACT. NUMBER: 424.00.535.811.48

SAN. THIS PAY EST:

\$13,053.34

F.I.

Project Engineer

Date

Contractor

Date

Project Manager

Date



6/30/14





INTERLOCAL COOPERATION AGREEMENT

BETWEEN

**CLARK COUNTY AND THE CITIES OF BATTLE GROUND, CAMAS,
LACENTER, RIDGEFIELD, VANCOUVER, WASHOUGAL,
WOODLAND AND THE TOWN OF YACOLT**

**FOR THE PURPOSE OF ADMINISTERING SURCHARGE FUNDS
GENERATED AS A RESULT OF HOUSE BILL 2060**

This agreement is entered into by Clark County and the cities of Battle Ground, Camas, LaCenter, Ridgefield, Vancouver, Washougal, Woodland, and the Town of Yacolt.

WHEREAS, in 2002 the Washington State Legislature passed substitute House Bill 2060, codified at RCW 36.22.178 and called the Affordable Housing For All Surcharge; and

WHEREAS, this statute authorizes a ten dollar surcharge on documents recorded by the County Auditor's office with the funds to be used for housing programs for extremely low and very low income households; and,

WHEREAS, cities and Clark County are statutorily required to enter into an agreement regarding the use of these funds; and,

WHEREAS, it was agreed at the May 1, 2009 stakeholders' meeting to revise the provisions of the 2003 Agreement to eliminate the allocation of thirty percent of the funds to capital projects, due to the current need of Clark County shelters for additional operating funds; and,

WHEREAS, it was agreed at stakeholders' meetings on October 28 and November 18, 2013 to revise the 2003 Agreement to eliminate the allocation of \$250,000 of the surcharge funds for payment of a local housing bond after the bond debt was completely paid in December 2013, and to provide the reallocated funds for operations and maintenance of shelters and housing;

NOW THEREFORE, in consideration of the mutual housing benefits for extremely low income and very low-income persons living throughout Clark County, the parties agree as follows:

1. These funds shall only serve persons at or below fifty percent (50%) of the area median income.

2. These funds will provide for the following housing programs as developed through a public process to meet the housing needs of county residents:
 - a. **Operating funds for shelters, transitional, and permanent housing:**
Approximately two-thirds of the funds will be used to maintain the current level of shelter services, grant operating subsidies to transitional or permanent housing providers, or offer rental assistance vouchers to private for-profit and non-profit housing providers.
 - b. **Other Fund Uses:** Up to, but not to exceed, \$250,000 per year of the available revenue will be used for:
 - i. Operating costs of existing emergency shelters;
 - ii. Operations and maintenance of existing transitional housing units and permanent supported housing units. Operations and maintenance can include energy efficiency upgrades; and
 - iii. Housing projects for persons who are chronically homeless. Funds can be used for match, development, construction, or rehabilitation.
3. Administration of the fund will be the responsibility of the Community Action Advisory Board (CAAB).
4. These funds will be collected by the Clark County Auditor's Office and held as a single fund at the County to be drawn down by the Clark County Department of Community Services to be used for the above program purposes. Funds will generally be allocated annually.
5. Clark County will prepare an annual report on the expenditures and projects/ agencies assisted with the funds.
6. Funds collected and activities undertaken pursuant to this agreement shall only apply to the portion of the City of Woodland that is within Clark County.
7. **The Agreement Period begins on January 1, 2015 and goes through January 31, 2026, unless changed by a written modification.**
8. This Agreement is solely for the benefit of the parties hereto and no right is given to any other party by this Agreement.
9. Each party does release, indemnify and promise to defend and save harmless the other party, its elected officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees which arise out of, are connected with, or are incident to any errors, omissions or negligent acts of the first party; its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the first party's obligations under this Agreement. In making such assurances, each party specifically agrees to indemnify and hold harmless the other parties from any and all bodily injury claims brought by employees of the

other parties and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against another party; provided, however, this paragraph does not purport to indemnify the parties against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of a party, its elected officials, officers, employees and agents.

10. This Agreement shall be construed as being executed and delivered within the State of Washington, and it is mutually understood and agreed by each party that all agreements and activities related hereto shall be governed by laws of the State of Washington, both as to interpretation and performance. Venue shall be Clark County.
11. Any party may withdraw from this Agreement by for any reason by providing written notice of withdrawal to the other parties. A party's withdrawal from this Agreement shall not affect the survival of the Agreement.
12. Parties to this agreement may request modifications to the terms or conditions of this Agreement. Proposed modifications that are mutually agreed upon shall be incorporated by written amendment to this Agreement.

CLARK COUNTY

CITY OF BATTLE GROUND

Mark McCauley, County Administrator

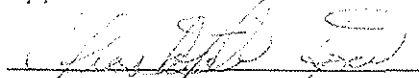
Mayor

Date

Date

Approved as to form:

Approved as to form:



Chief Civil Prosecuting Attorney

CITY OF LaCENTER

CITY OF CAMAS

Mayor

Mayor

Date

Date

Approved as to form:

Approved as to form:

CITY OF VANCOUVER

CITY OF RIDGEFIELD

Mayor

Mayor

Date

Date

Approved as to form:

Approved as to form:

TOWN OF YACOLT

CITY OF WOODLAND

Mayor

Mayor

Date

Date

Approved as to form:

Approved as to form:

CITY OF WASHOUGAL

Mayor

Date

Approved as to form:

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLARK COUNTY AND THE CITIES OF BATTLE GROUND, CAMAS,
LA CENTER, RIDGEFIELD, WASHOUGAL, WOODLAND, and TOWN OF YACOLT**

**COMMUNITY DEVELOPMENT BLOCK GRANT
AND HOME INVESTMENT PARTNERSHIPS PROGRAMS
THREE-YEAR PROGRAM QUALIFICATION 2015-2017 AND SUCCEEDING
THREE-YEAR QUALIFICATION PERIOD**

THIS AGREEMENT is entered into between Clark County (hereinafter referred to as "COUNTY"), a political subdivision of the State of Washington, and the cities of Battle Ground, Camas, LaCenter, Ridgefield, Washougal, Woodland, and the Town of Yacolt (hereinafter referred to as "CITIES"), that are each a municipal corporation of the State of Washington within Clark County, for the cooperation of units of local government under the authority of RCW 39.34. It will become effective upon adoption by the parties and will continue until terminated as provided herein.

The circumstances surrounding the making of this Agreement are as follows:

- A. WHEREAS, the Congress of the United States has enacted the Housing and Community Development Act of 1974, as amended; and
- B. WHEREAS, the Congress has found and declared that the nation's cities, towns, and urban communities face critical social economic and environmental problems; and
- C. WHEREAS, the Congress has further found and declared that the future welfare of the nation and the well-being of its citizens depend on the establishment and maintenance of viable urban communities as social, economic and political entities; and
- D. WHEREAS, the primary objective of the Act is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income; and
- E. WHEREAS, consistent with this primary objective, the Federal assistance provided in this Act is for the support of community development activities which are directed toward the following specific objectives:
 - 1. The elimination of slums, blight and the prevention of blighting influences, and the deterioration of property and neighborhood and community facilities of importance to the welfare of the community, principally persons of low and moderate income; and

2. The elimination of conditions which are detrimental to health, safety and public welfare, through code enforcement, demolition, interim rehabilitation assistance, and related activities; and
 3. The conservation and expansion of the nation's housing stock in order to provide a decent home and a suitable living environment for all persons, but principally those of low and moderate income; and
 4. The expansion and improvement of the quantity and quality of community services, principally for persons of low and moderate income, which are essential for sound community development and the development of viable urban communities; and
 5. A more rational utilization of land and other natural resources and the better arrangement of residential, commercial, industrial, recreational, and other needed activity centers; and
 6. The reduction of the isolation of income groups within communities and geographical areas and the promotion of an increase in the diversity and vitality of neighborhoods through the spatial deconcentration of housing opportunities for persons of lower income, and the revitalization of deteriorating or deteriorated neighborhoods to attract persons of high income; and
 7. The restoration and preservation of properties of special value for historic, architectural, or aesthetic reasons; and
 8. The alleviation of physical and economic distress through the stimulation of private investment and community revitalization in areas with population out-migration or a stagnating or declining tax base; and
 9. The conservation of the nation's scarce energy resources, improvement of energy efficiency, and the provision of alternative and renewable energy sources; and
- F. WHEREAS, it is found that certain of these objectives are pertinent to the concerns and needs of the COUNTY and its CITIES; and
- G. WHEREAS, Title I of said Act provides that urban counties may, under some circumstances, receive entitlement for community development funds; and
- H. WHEREAS, one of the criteria for Urban County Eligibility is a county population of at least 200,000; and
- I. WHEREAS, the cities of Battle Ground, Camas, LaCenter, Ridgefield, Washougal, Woodland, and Yacolt desire to participate in the Community Development Block Grant and HOME Investment Partnership Program; and

J. WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has specified the minimum provisions which must be included within any intergovernmental agreement into which local governments enter to qualify for Urban County eligibility;

NOW, THEREFORE, in consideration of the mutual promises made herein and the mutual benefits received hereunder, the parties agree as follows.

K. The COUNTY and the CITIES agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.

L. The CITIES authorize the inclusion of their populations for purposes of the Act to qualify the COUNTY as an Urban County and Participating Jurisdiction for Community Development Block Grant and HOME Investment Partnership Program funds from HUD.

M. The COUNTY, as the applicant and grantee, assumes full responsibility, including final approval of the annual program, and also assumes all obligations of an applicant as specified in the Housing and Community Development Act of 1974, the amendments thereto, the National Affordable Housing Act of 1990, the amendments thereto, and the regulations thereunder, for Community Development Block Grant and HOME Investment Partnership (HOME) activities for Fiscal Year appropriations and program income generated from the expenditure of such funds. Projects may also be implemented and funds expended in accordance with subgrant agreements between the COUNTY and the cities signatory to this agreement.

N. The COUNTY, as the Grantee, shall not fund activities in or in support of, any CITY that does not affirmatively further fair housing within its own jurisdiction or that impedes the COUNTY'S actions to comply with its fair housing certification.

O. Pursuant to 24 CFR §570.501(b), the CITIES shall be subject to the same requirements applicable to subrecipients including the requirement of a written agreement as set forth in 24 CFR §570.503.

P. The COUNTY and CITIES agree to take all action necessary to assure compliance with Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Title VIII of the Civil Rights Act of 1968, Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and Age Discrimination Act of 1975 as amended and other applicable laws and regulations.

Q. The COUNTY and CITIES agree that, in the event a city undertakes any activity with urban county CDBG or HOME funds which generates program income as defined by the CDBG and HOME regulations, such program income must be paid to the COUNTY;

The COUNTY is responsible for monitoring and reporting to HUD all such program income and the use thereof; therefore, CITIES shall be required to perform appropriate record keeping and

reporting as shall be necessary for the COUNTY to perform its required monitoring and reporting function;

- R. The COUNTY and CITIES agree that, in the event that real property is acquired or improved, in whole or in part, with CDBG or HOME funds, the following standards shall apply:
1. The CITY shall provide timely notification to COUNTY of any modification or change in the use of such real property from that planned at the time of acquisition or improvement, including disposition;
 2. In the event that property acquired or improved, in whole or in part, with CDBG funds is sold or transferred for a use which does not qualify as an eligible activity under the CDBG regulations, CITY shall reimburse the COUNTY program in an amount equal to the current fair market value, less any portion thereof attributable to expenditures of non-CDBG funds;
 3. Program income generated from the disposition or transfer of property prior to or subsequent to the closeout of a CITY's project activities, the change of status of a CITY, or termination of the cooperation agreement between COUNTY and CITY shall be subject to the requirements of Section 7 of this agreement.
- S. For the purposes of developing program plans, a Policy Board is hereby established which shall guide in the development of policies, and make recommendations to the COUNTY. Such recommendations shall be based upon established criteria for selection of eligible CDBG and HOME activities within the urban county. COUNTY shall receive and act upon the recommendations of said Policy Board, but in no event shall the COUNTY waive or delegate its legal responsibilities as grantee.
- T. The Policy Board shall submit to the COUNTY, recommendations for projects and priorities consistent with the objectives of the Housing and Community Development Act of 1974 and National Affordable Housing Act of 1990, as amended and the Consolidated Plan.
- U. The CITY agrees not to apply for grants under the Small Cities or Washington State CDBG or HOME Programs from appropriations for fiscal years during the period in which it is participating in the urban county CDBG and HOME program covered by this agreement.
- V. The CITY agrees not to sell, trade, or otherwise transfer all or any portion of CDBG funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal consideration, but must use such funds for activities eligible under Title I of the Act.
- W. The CITY agrees not to participate in a HOME consortium except through the COUNTY, regardless of whether the COUNTY receives a HOME formula allocation.

- X. The CITY as a cooperating unit of general local government has adopted and is enforcing:
 - 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - 2. A policy of enforcing applicable State and local laws against physically barring entrance to, or exit from, a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.

- Y. This agreement shall remain in full force and in effect from the date of execution until CDBG funds, HOME funds, and program income received with respect to the three-year qualification period are expended and the funded activities completed.

- Z. This agreement shall automatically be renewed for participation in successive three-year qualification periods, unless the COUNTY or the CITY provides written notice it elects not to participate in a new qualification period. By the date specified in HUD's Urban County Qualification Notice for the next qualification period, the COUNTY shall notify the CITY in writing of its right to elect not to participate in a new qualification period.

- AA. Failure by the COUNTY or CITY to adopt an amendment to the agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and to submit the amendment to HUD as provided in the Urban County Qualification Notice will void the automatic renewal of such qualification period.

- BB. The signatory to this agreement shall remain full participants in the Urban County programs for the life of this agreement and be bound by its requirements.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement this ____ day of _____, 2014.

CERTIFICATION:

I hereby find that the terms and provisions of this Intergovernmental Agreement are fully authorized under State and local law, and that the Agreement provides full legal authority for the COUNTY to undertake or assist in undertaking essential community development and housing activities, specifically urban renewal and publicly assisted housing.

CLARK COUNTY



Chris Horne

Chief Civil Prosecuting Attorney

CLARK COUNTY

Mark McCauley, County Administrator

Date

CITY OF CAMAS

Mayor

Date

Approved as to form:

CITY OF RIDGEFIELD

Mayor

Date

Approved as to form:

CITY OF BATTLE GROUND

Mayor

Date

Approved as to form:

CITY OF LaCENTER

Mayor

Date

Approved as to form:

CITY OF WASHOUGAL

Mayor

Date

Approved as to form:



City of Camas
 Contract Change Order Order No. 1
 Date: June 30, 2014

Contract for S-566 NW Friberg Street/NW Goodwin Road Improvements

TO: McDonald Excavating, Inc., 2719 Main Street, Washougal, WA
 (Contractor)

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	Decrease in Contract Price	Increase in Contract Price
--	-------------------------------	-------------------------------

- A. Allow the Contractor to CLOSE NW Friberg from the northernmost driveway for Union High School, north to NE 13th Street.

Road Closure is defined herein shall begin no sooner than July 18 and shall end no later than August 29, 2014.

Contractor shall incur whatever additional signing And Traffic Control costs as required to close the roadway. The above-named section of Friberg may be closed to thru traffic, provided that Emergency Vehicles, and local access for Friberg residents is maintained at all times.

The second paragraph of Section 1-10.2(2) is revised to read:
 "Friberg may be closed to thru traffic, provided that Emergency Vehicles, and local access for Friberg residents is maintained at all times."

The first sentence of the 9th paragraph of Section 1-07.17 is revised to read, "The Contractor shall allow all utility companies 25 working days (collectively) to relocate existing utilities plus time to pull utilities through the new conduits after installation by the Contractor."

Net Change in Contract Price: \$0.00

NOTES:

The amount of the contract, prior to sales tax, will be (decreased) (increased) (**UNCHANGED**) by the sum of: Zero dollars and zero cents (\$0.00).

The contract total, including the original contract total, this and previous change orders will be: FOUR MILLION ONE HUNDRED TWO THOUSAND, ONE HUNDRED SEVENTY DOLLARS and 92/100's (\$4,102,170.92). Including Sales Tax.

The contract period provided for completion will be (**UNCHANGED**): 0 days.

This document will become a supplement to the contract and all provisions will apply hereto.

Requested *James Hodson* Project Manager 7/1/2014 Date
 Recommended *Jan E. Covert* Engineering Manager 7/1/2014 Date
 Accepted *John M. Mac* Contractor 7/1/14 Date
 Approved _____ Mayor _____ Date



Supplemental Agreement Number <u>Three (3)</u>		Organization and Address	
Original Agreement Number <u>S-566</u>		Harper Houf Peterson Righellis Inc. (HHPR) 1104 Main Street, Suite 100 Vancouver, WA 98660 Phone: (360) 750-1131	
Project Number	Execution Date <u>7/16/2012</u>	Completion Date <u>6/30/2015</u>	
Project Title <u>NW Friberg Street / NE Goodwin Road</u>	New Maximum Amount Payable \$ 978,423.36		
Description of Work This scope of work includes the Project Management, Survey, Engineering and Plan Preparation of the Final PSE, R/W Documents, and Construction Management Services. (REFER TO EXHIBIT "A" FOR SPECIFIC SUPPLEMENTAL AGREEMENT NO. 3 SCOPE OF SERVICES)			

The Local Agency of City of Camas
desires to supplement the agreement entered into with Harper Houf Peterson Righellis Inc.
and executed on 07/16/2012 and identified as Agreement No. S-566

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

Refer to Exhibit "A" attached.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: New Completion Date - December 31, 2014

III

Section V, PAYMENT, shall be amended as follows:

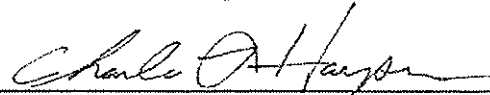
New Maximum NTE Fee Limit: \$835,262 (prior NTE) + \$143,161.36 (Supplement Agreement No. 3 Addition) = \$978,423.36. Refer to Exhibit "B" for professional service fees.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: Charles L. Harper - President (HHPR)

By: _____



Consultant Signature

Approving Authority Signature

Date

**EXHIBIT "A" – SCOPE OF SERVICES
(Supplemental Agreement No. 3)**

NW FRIBERG STREET / NE GOODWIN ROAD

SCOPE OF SERVICES –

The City of Camas plans to reconstruct and widen NW Friberg/Strunk Road from NW Lake Road to NE Goodwin Road, and NE Goodwin Road from NW Friberg/Strunk to Camas Meadows Drive. Elements of the project include a 3-lane paved road (two travel lanes with a center left turn lane and median) with two bike lanes, curbs and sidewalks on both sides, and intersection and signal improvements at the Friberg/Strunk and Goodwin Road intersection. Total project length is approximately 0.83 miles.

Supplemental #3 Scope of Services consists of services required for completion of the final PSE documents and Construction Management services; as described below.

FINAL ROADWAY ENGINEERING AND PSE

The following services are provided by Harper Houf Peterson Righellis Inc.

Right-of-way Plans:

- Revised RW plans per recent format changes required by WSDOT.

DOE Stormwater Grant:

- Provide documents and services required by DOE in order to obtain DOE grant funding approval for stormwater improvements.

PSE Completion:

- Provided additional services for revisions to PSE due to RW negotiations and acquisition processes, including changes to driveways and medians.
- Additional services to finalize PSE documents as requested or not originally anticipated.

CPU Pole Relocation:

- Additional services for survey and engineering in working with CPU on pole relocation easements and documents; including staking of poles.

CONSTRUCTION MANAGEMENT SERVICES – GEOTECHNICAL

The following services shall be provided by Columbia West Engineering Inc.

On-Call Field Geotechnical Services:

- Observe, inspect, and approve roadway subgrade, foundation subgrade for retaining walls and other proposed structures, lateral bearing for light and signal poles. Field activities may include proof-roll observations, shallow test pits, and bearing probe analysis. Provide over-excavation and drainage recommendations based upon observed field conditions.

On-Call Geotechnical Consulting Services:

- Includes submittal review, meeting attendance, design and construction recommendations, preparation of reports documenting observations and recommendations, project correspondence, and administrative support.

**EXHIBIT "A" – SCOPE OF SERVICES
(Supplemental Agreement No. 3)**

CONSTRUCTION MANAGEMENT SERVICES – ENVIRONMENTAL

The following services shall be provided by Normandeau Environmental Consultants.

This scope is for monitoring and addressing permit requirements associated with construction of both the Friberg/Goodwin roadway improvements and wetland mitigation site. Normandeau will also be available for questions and review of site conditions as requested by the City.

Sensitive Areas and Wetland Mitigation

- For this task, Normandeau will:
- Conduct a site visit prior to construction clearing along NW Friberg Street to locate and mark (with spray paint or surveyor's tape) the Oregon white oak trees to be retained along the corridor and adjacent to the clearing limits (preparation, travel, and field time not to exceed 5 hours). A brief, bulleted email or half page memo will be prepared that summarizes the site visit.
- Conduct a site visit during construction along NW Friberg Street to determine if unanticipated impacts are occurring to adjoining wetlands. This site review is not a substitute for regular reviews by the contractor and City. (Preparation, travel, and field time not to exceed 6 hours.) A brief, bulleted email or half page memo will be prepared that summarizes the site visit.
- Conduct a site visit during excavation of the wetland mitigation creation area. The purpose of the site visit is to gauge general compliance of the construction activities with the wetland mitigation plan and review soils exposed in the excavation. (Preparation/post-visit note compilation, travel, and field time not to exceed 8 hours.) A brief, bulleted email or half page memo will be prepared that summarizes the site visit.
- Conduct a site visit during installation of habitat features at the wetland mitigation area. The purpose of the site visit is to gauge general compliance of the construction activities. This site review is not a substitute for regular reviews by the contractor and City. (Preparation, travel, and field time not to exceed 4 hours.) A brief, bulleted email or half page memo will be prepared that summarizes the site visit.
- Conduct two site visits, as needed or requested, during road construction and installation of the wetland mitigation. (Preparation, travel, and field time not to exceed 4 hours for each site visit.) A brief, bulleted email or half page memo will be prepared that summarizes the site visits.
- Conduct four meetings at City or HHPR offices and various calls/emails on sensitive land and wetland mitigation area issues.

Assumptions:

- The City will provide day-to-day oversight of construction activities and wetland mitigation installation.
- HHPR will prepare as-built drawings and a brief summary for the wetland mitigation site. This task includes verification and documentation that all habitat features were installed per the plan drawings.
- This scope does not include preparation of the as-built report for the CWA 404/401 permit or completion and submittal of compliance certification to the US Army Corps of Engineers.

EXHIBIT "A" – SCOPE OF SERVICES (Supplemental Agreement No. 3)

Deliverables:

- Four site visits with brief summaries (Normandeau)
- Four office meetings (Normandeau)
- Five site visits (HHPR)

Conservation Covenant for the Wetland Mitigation Area

- The City of Camas Municipal Code (CMC) requires preparation and recording of a conservation covenant for the wetland mitigation site. Normandeau will work with HHPR and City staff to prepare the required conservation covenant. The document will contain a legal description of the entire parcel, a map and/or aerial photography of the parcel and proposed action, and an abbreviated description of the mitigation action. The entire document is expected to be 5 to 10 pages including all images.
- Normandeau will also:
 - Conduct a site visit (preparation, travel, and field time not to exceed 4 hours). A brief, bulleted email or half page memo will be prepared that summarizes the site visit.
 - Attend one meeting at City office (preparation, travel, and field time not to exceed 4 hours; no email or memo summary).

Assumptions:

- City will provide copies of covenants (draft or final) recently developed by or on behalf of the City that have been approved.
- Legal description and acreages of parcel will be provided by HHPR or City.
- One draft review cycle. City will circulate draft covenant to all those that need to review so one set of comments can be used to prepare the final covenant.
- The City will submit and coordinate the recording of the covenant with the appropriate administrative office. All fees, such as filing or attorney fees, will be paid by the City.

Deliverables:

- Conservation covenant (One electronic draft copy and one final electronic copy to HHPR and City.
- One office meeting.

Project Planning and Coordination

- Normandeau will support general project planning throughout the project via non-technical internal project activities, such as invoicing, throughout the project.

Assumption:

- Project involvement is June through December 2014
- Level of effort is estimated as 1 hour per month for senior staff.
- Level of effort is estimated as 3 hours for administrative support staff.

Deliverables:

- Invoices and associated coordination.

**EXHIBIT "A" – SCOPE OF SERVICES
(Supplemental Agreement No. 3)**

CONSTRUCTION MANAGEMENT SERVICES – ARCHAEOLOGICAL

The following services shall be provided by Archaeological Investigations Northwest, Inc.

The following tasks may be needed during the construction phase of the project. The monitoring plan was prepared in July 2013; Figure 3 of the plan shows the specific area where monitoring and protective fencing will be needed within site 45CL405. The monitoring plan was included by reference in the Memorandum of Agreement by the federal and state agencies. This scope assumes no artifacts will need to be collected and that no discoveries will require additional excavations.

Pre-Construction

- An in-field meeting is needed prior to construction to ensure communication pathways will be followed and that the area needing to be monitored and protected has been identified.

Monitoring During Construction

- Supervise or check the placement of protective barricades in the area of the archaeological site prior to construction.
- Monitor during construction, up to 8 person-days. This task is based on grubbing taking less than 1 day, pavement removal will require 1 day, grading may total 3 days, utility and other trenching may need up to 2 days, and dressing the side slopes may need 1 day.
- The following assumptions have been made for cost estimating purposes.
 - Monitoring for eight 9.5-hour person-days, which includes travel to and from the job site.
 - Overtime would be billed for field time if it is actually incurred within the work-week; 1 hour per field day is anticipated to be overtime, on average, for a full field day and an allowance for this has been included in the hours budget by budgeting 11 hours per field day. Some days may be partial days, which would reduce overtime.
 - Additional time is needed for the field monitor to write notes and download photographs. This task also includes labor for day to day coordination with construction personnel for scheduling.
 - No artifacts will be collected.
 - If additional in-field monitoring is needed, the cost for Task 2 can be a basis for additional funds.
- This includes one field check by AINW project manager.

Report Summarizing Monitoring

- Prepare a report summarizing the monitoring activities and findings. The draft report will be reviewed by the City, and then by WSDOT. Final copies will be provided for distribution to WSDOT, including for the Department of Archaeology and Historic Preservation and Tribes; and to the City.

**EXHIBIT "A" – SCOPE OF SERVICES
(Supplemental Agreement No. 3)**

CONSTRUCTION MANAGEMENT SERVICES – TRAFFIC/TRANSPORTATION

The following services shall be provided by DKS Associates.

Pre-Construction Conference

- DKS to attend one pre-construction conference to field any questions associated with traffic signal modifications, signing, striping, lighting, interconnect, and temporary traffic control.

Deliverables:

- Attendance at one pre-construction conference

Shop Drawing and Submittal Review

- DKS will review and prepare mark-up/comment copies for the following as requested by the City:
 - Light pole and traffic signal pole submittals
 - Working drawings for standard signing
 - Striping materials
 - Traffic signal or electrical equipment and materials
- Drawings will be stamped, signed, and dated by the Engineer of Record and marked as either "Approved Without Change", "Approved With Comments", "Rejected and Resubmit", "Reviewed", or Reviewed with Comment".
- DKS will prepare shop drawings for non-standard permanent signs.

Deliverables:

- Reviewed shop drawings and submittals for traffic related elements

Consultation During Construction

- Upon request during construction by the City, DKS will provide the following:
 - Clarification of construction contract documents for traffic related items to include traffic signals, signing, striping, lighting, and interconnect.
 - Plan corrections excluding As-Built drawings.
 - Response to field inquiries (RFI's). It is assumed a maximum of 5 RFI's will be required during the construction process.

Deliverables:

- Corrected plans and written clarification of contract documents including RFI's related to traffic signals, signing, striping, lighting, interconnect, and temporary traffic control.

Design Modifications

- DKS will provide assistance for design modifications associated with traffic related items including traffic signal modifications, signing, striping, lighting, and interconnect. All change order requests will be routed through the City. Up to one design modifications has been assumed under this Task.

Deliverables:

- Design details, cost estimate and written support for change.

**EXHIBIT "A" – SCOPE OF SERVICES
(Supplemental Agreement No. 3)**

Construction Activity Monitoring

- DKS will provide field observation/verification of traffic signal, roadway lighting, signing, striping, and interconnect installations as requested by the Agency. It is assumed a maximum of two field visits will be required. These meetings will be held to address traffic related items that come up during construction and need support in the field. No services for final inspection support have been included under this Scope of Services.

Deliverables:

- Report field observations/verifications.

As-Constructed Plans

- Upon receiving redlined drawings from the City, DKS will incorporate As-Constructed mark-ups into electronic files for traffic related items including traffic signal modifications, signing, striping, lighting, and interconnect.

Deliverables:

- Electronic files of As-Constructed plans.

**CONSTRUCTION MANAGEMENT SERVICES – CIVIL / WETLAND MITIGATION SITE /
SURVEY**

The following services shall be provided by HHPR.

Construction Meetings

- HHPR will attend the pre-con and weekly construction meetings with the City and Contractor.

Deliverables:

- Attend up to 30 meetings (based on duration of 140 days construction contract).

Submittal Review

- As requested, HHPR will review material submittals, requests for information, and change order proposals (COP).

Deliverables:

- Material submittal and RFI review responses, design details, cost estimates and written support for change.
- For budgeting; the number of submittals assumed is 15 total (approximately 5 each for materials, RFIs, and COPs).

Design / Plan Clarifications and Modifications

- As requested, HHPR will review design clarifications, modifications and address issues raised by the City and/or Contractor.
- HHPR will address design changes related to development proposals or changes raised by adjacent property owners.

EXHIBIT "A" – SCOPE OF SERVICES (Supplemental Agreement No. 3)

Deliverables:

- Design details and written support for plan clarifications and modifications.

Construction Observations

- HHPR will provide construction observation services for project elements requested by the City.
- HHPR will provide construction observation of the Wetland Mitigation Site (Grass Valley) in order to confirm the design/plan is being adhered in accordance the permit requirements; and as necessary to prepare the record as-constructed documents (*services budgeted under Construction Management Services – Environmental*)

Deliverables:

- Field observations/verifications memo/reports.
- For budgeting; the number of site visits is 12 total (10 civil design elements and 2 landscape/streetscape elements).

Record As-Constructed Plans and Documentation

- Based on redline plans provided by the City and/or the Contractor, HHPR will prepare as-constructed record plans.
- Based construction observation, and redline plans provided by the City and/or Contractor, HHPR will prepare as-constructed plans for the wetland mitigation site (*services budgeted under Construction Management Services – Environmental*).
- HHPR will prepare a brief summary memo for the construction of the wetland mitigation site (Grass Valley) verifying and documenting that all wetland mitigation features / habitats were constructed per the plans (*services budgeted under Construction Management Services – Environmental*).

Deliverables:

- Electronic files of as-Constructed plans.
- Wetland mitigation construction summary memo.

Surveying Services

- As requested by the City, HHPR will provide field surveying services that may include construction verifications, quantity verifications, and verification of contractor's survey staked information.
- As required, survey as-construction information necessary to complete as-constructed plans.
- As required, survey as-construction information for the wetland mitigation area (*services budgeted under Construction Management Services – Environmental*).
- Prepare legal descriptions and exhibits as requested.

Deliverables:

- Survey notes and sketches
- Survey data files
- Quantity summaries
- Up to three legal descriptions
- For budgeting; the number of survey site visits is 6 total (5 civil design elements and 1 wetland mitigation elements).



Harper
Houf Peterson
Righellis Inc.

LANDSCAPE ARCHITECTS • ENGINEERS • SURVEYORS

**EXHIBIT "B" (Supplemental Agreement No. 3)
NW Friberg Street / NE Goodwin Road Improvements**

**Professional Services Estimate
June 18, 2014**

Task and Description	Harper Houf Peterson Righellis Inc. (Project Management, Survey, Engineering, Public Involvement, HazMat)																Natural Resources	Cultural Resources	Trans. Engineering	Geotechnical	Total Per Task
	PM	P. Engr	C. Engr & DC Rev	S.C. Des	C. Des	CAD	S.L.A	LA	PIM	S.Mgr.	P. Surv	S.Tech	CrewC.	Instr.P	Cler.	Reim.	N/AI	ARWV	DKS	CWE	
Final Roadway Engineering and PSE	7.00	31.00	9.00		35.00	11.00		6.00			7.00	39.00			5.00	\$1,628.74					\$16,891.26
Construction Management Services																					\$106,270.10
Geotechnical Services (Columbia West Engineering)																					\$15,153.00
Environmental Services (Normandeau Environmental Consultants & HHPR)	0.5	1.0				8.0		28.0		1.0	2.0		6.0	6.0	2.0	\$100.00	\$13,837.64				\$18,714.90
Archaeological Services (Archaeological Investigations Northwest, Inc.)																		\$13,961.37			\$13,961.37
Traffic/Transportation (DKS Associates)																			\$9,990.95		\$9,990.95
Construction Meetings (HHPR)	8.0	60.0													4.0	\$500.00					\$10,558.68
Submittal Reviews (HHPR)	2.0	30.0						8.0							4.0	\$100.00					\$5,697.58
Design/Plan Clarifications/Modifications (HHPR)	4.0	56.0				8.0									4.0						\$9,496.80
Construction Observations (HHPR)		30.0						8.0							4.0	\$200.00					\$5,495.12
Record As-Constructed Plans and Documentation	2.0	8.0				40.0										\$100.00					\$4,649.10
Surveying Services (HHPR)	2.0	8.0							8.0	16.0	16.0	48.0	48.0	2.0	\$500.00						\$12,552.60
Construction Management Contingency	8.0	80.0			24.0	40.0		16.0								\$519.08					\$20,000.00
Total Hours - HHPR	33.5	304.0	9.0	0.0	59.0	107.0	0.0	66.0	0.0	9.0	25.0	55.0	54.0	54.0	25.0	3648.4	\$13,837.64	\$13,961.37	\$9,990.95	\$15,153.00	\$143,161.36

Total Hours - HHPR

Discipline/Classification: PM - Project Manager
P.Engr - Project Engineer
C.Engr. - Civil Engineer
S.C.Des. - Senior Civil Designer
C.Des. - Civil Designer
CAD - CAD Technician
S.L.A - Senior Landscape Architect
LA - Landscape Architect

PIM - Public Involvement Manager
S.Mgr. - Surveyor Manager
P.Surv. - Project Surveyor
S.Tech. - Survey Tech.
CrewC. - Survey Crew Chief
Instr.P - Survey Instrument Person
Cler. - Clerical

Totals by Consultants

Harper Houf Peterson Righellis - PSE	\$16,891.26
Harper Houf Peterson Righellis - CM	\$53,327.14
Normandeau Environmental - CM	\$13,837.64
Archaeological Investigations NW-CM	\$13,961.37
DKS Associates-CM	\$9,990.95
Columbia West Engr-CM	\$15,153.00
Contingency-CM	\$20,000.00
Total	\$143,161.36

Exhibit G-1
Subconsultant Fee Determination - Construction On Call Geotechnical Consulting Services
Summary Sheet

PROJECT: Friberg-Goodwin
Subconsultant: Columbia West Engineering, Inc.

DIRECT SALARY COST (DSC):

Classification	Man Hours	x	Rate	=	Cost
Principal	40	x	\$45.00	=	\$1,800
Staff Engineer	120	x	\$30.00	=	\$3,600
Administrative Support	10	x	\$17.00	=	\$170
TOTAL DSC					= <u>\$5,570</u>

OVERHEAD (OH COST - Including Salary Additives):

OH Rate x DSC of 142.05% x \$5,570 TOTAL OH = \$7,912

FIXED FEE (FF):

FF Rate x (DSC) of 30.00% x \$5,570 TOTAL FF = \$1,671

REIMBURSABLES:

TOTAL REIMBURSABLES = \$0

GRAND TOTAL = \$15,153

PREPARED BY: Lance Lehto, PE

DATE: May 22, 2014

May 24, 2014

COST ESTIMATE

ARCHAEOLOGICAL INVESTIGATIONS NORTHWEST, INC. (AINW)
ARCHAEOLOGICAL MONITORING FOR NW FRIBERG ST / NE GOOWIN ROAD IMPROVEMENTS

Name	Position/ All Inclusive Hourly Rate	TASK 01	TASK 02	TASK 03	TASK 04	TASK 05	TASK 06	TOTAL HOURS/ DOLLARS
		Pre-Con	Field Monitoring for 8 days	Report				
Jo Reese	PI/PM/Sen. Archaeologist	4	8	4				16
	\$157.18	-	-	-	-	-	-	\$ 2,514.88
Maureen Zehendner	Senior Archaeologist							0
	\$116.80	-	-	-	-	-	-	\$ -
TBD	Senior Archaeologist							0
	\$120.92	-	-	-	-	-	-	\$ -
Senior Geoarchaeologist	Senior Archaeologist							0
	\$101.06	-	-	-	-	-	-	\$ -
Sarah Jenkins & Others	Supervising Archaeologist	6	99	18				123
	\$83.63	501.78	8,279.37	1,505.34	-	-	-	\$ 10,286.49
Dave Cox Staff Arch+GIS-Graphics	Graphics-GIS			3				3
	\$82.20	-	-	246.60	-	-	-	\$ 246.60
Morgan Frazier	Graphics-GIS							0
	\$92.28	-	-	-	-	-	-	\$ -
Staff Archaeologist TBD	Staff Archaeologist							0
	\$57.68	-	-	-	-	-	-	\$ -
Lia Kershaw	Research/Project Admin./Project Asst.			4				4
	\$69.21	-	-	276.84	-	-	-	\$ 276.84
								0
								\$ -
	Subtotal Hours:	10	107	29	0	0	0	146
	Subtotal Labor Costs:	\$ 501.78	\$ 8,279.37	\$ 2,028.78	\$ -	\$ -	\$ -	\$ 13,324.81

DIRECT COSTS	RATE							
Vehicle	per day \$58 + fuel=\$70		8					8
	\$68.00	-	544.00	-	-	-	-	\$ 544.00
Mileage (pre-con, field visit, del'd report)	per mile	34	34	8				76
	\$0.560	19.04	19.04	4.48	-	-	-	\$ 42.56
Radiocarbon Dating using Beta Analytic	per sample							0
	\$795.00	-	-	-	-	-	-	\$ -
Federal Express, Mail	per shipment							0
	\$100.00	-	-	-	-	-	-	\$ -
Federal Express, Mail	per batch			1				1
	\$50.00	-	-	50.00	-	-	-	\$ 50.00
	Subtotal Units:	34	42	9	0	0	0	85
	Subtotal Direct Costs:	\$ 19.04	\$ 563.04	\$ 54.48	\$ -	\$ -	\$ -	\$ 636.56

TOTAL CONSULANT COSTS	\$ 520.82	\$ 8,842.41	\$ 2,083.26	\$ -	\$ -	\$ -	\$ -	\$ 13,961.37
------------------------------	------------------	--------------------	--------------------	-------------	-------------	-------------	-------------	---------------------

Proposal/Project COST Breakdown

Normandeau Project No. 22821.001									
HHPR - City of Camas Friberg Construction Support Services (Phase 3)	Senior Principal Scientist	Scientist III & Comm. Specialist III	Comm. Special. IV	Admin IV	Total	Billing Total by Task	Total Expenses By Task	Travel	Consumables
Task 10 - Sensitive Areas & Wetland Mit	52				52	\$ 7,962.24	\$268.00	\$168.00	\$100.00
Task 11 - Cons. Covenant - Wetland Mit	24	8	1	1	34	\$ 4,424.87	\$143.63	\$33.63	\$110.00
Task 7 - Project Planning and Coord.	6			2	8	\$ 1,038.90	\$0.00	0	
Total Hours	82	8	1	3	94	\$ 13,426.01			
Billing Rate	\$153.12	\$74.41	\$94.62	\$60.09			\$411.63		
Total Labor	\$12,555.84	\$595.28	\$94.62	\$180.27	\$13,426.01				
Task Expenses					\$411.63				
Total Project					\$13,837.64				

Local Agency Standard Consultant Agreement		Consultant/Address/Telephone HDJ Design Group, PLLC 314 W. 15th Street Vancouver, WA 98660-2927	
<input checked="" type="checkbox"/> Architectural/Engineering Agreement <input type="checkbox"/> Personal Services Agreement Agreement Number _____		(360) 695-3488	
Federal Aid Number _____		Project Title And Work Description City-Wide Self Evaluation & ADA Transition Plan	
Agreement Type (Choose one) <input type="checkbox"/> Lump Sum Lump Sum Amount \$ _____ <input type="checkbox"/> Cost Plus Fixed Fee Overhead Progress Payment Rate _____ % Overhead Cost Method <input type="checkbox"/> Actual Cost <input type="checkbox"/> Actual Cost Not To Exceed _____ % <input type="checkbox"/> Fixed Overhead Rate _____ % Fixed Fee \$ _____		Prepare self evaluation and ADA transition plan for the public right of way. DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ % Federal ID Number or Social Security Number 94-1097492	
<input checked="" type="checkbox"/> Specific Rates Of Pay <input checked="" type="checkbox"/> Negotiated Hourly Rate <input checked="" type="checkbox"/> Provisional Hourly Rate <input type="checkbox"/> Cost Per Unit of Work		Do you require a 1099 for IRS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Completion Date December 31, 2015	
		Total Amount Authorized \$ 20,070.00 Management Reserve Fund \$ _____ Maximum Amount Payable \$ 20,070.00	

Index of Exhibits (Check all that apply):

- | | |
|---|--|
| <input checked="" type="checkbox"/> Exhibit A-1 Scope of Work | <input type="checkbox"/> Exhibit G-2 Fee-Sub Specific Rates |
| <input type="checkbox"/> Exhibit A-2 Task Order Agreement | <input type="checkbox"/> Exhibit G-3 Sub Overhead Cost |
| <input type="checkbox"/> Exhibit B-1 DBE Utilization Certification | <input checked="" type="checkbox"/> Exhibit H Title VI Assurances |
| <input checked="" type="checkbox"/> Exhibit C Electronic Exchange of Data | <input checked="" type="checkbox"/> Exhibit I Payment Upon Termination of Agreement |
| <input type="checkbox"/> Exhibit D-1 Payment - Lump Sum | <input checked="" type="checkbox"/> Exhibit J Alleged Consultant Design Error Procedures |
| <input type="checkbox"/> Exhibit D-2 Payment - Cost Plus | <input checked="" type="checkbox"/> Exhibit K Consultant Claim Procedures |
| <input checked="" type="checkbox"/> Exhibit D-3 Payment - Hourly Rate | <input type="checkbox"/> Exhibit L Liability Insurance Increase |
| <input checked="" type="checkbox"/> Exhibit D-4 Payment - Provisional | <input checked="" type="checkbox"/> Exhibit M-1a Consultant Certification |
| <input type="checkbox"/> Exhibit E-1 Fee - Lump/Fixed/Unit | <input checked="" type="checkbox"/> Exhibit M-1b Agency Official Certification |
| <input checked="" type="checkbox"/> Exhibit E-2 Fee - Specific Rates | <input checked="" type="checkbox"/> Exhibit M-2 Certification - Primary |
| <input checked="" type="checkbox"/> Exhibit F Overhead Cost | <input checked="" type="checkbox"/> Exhibit M-3 Lobbying Certification |
| <input checked="" type="checkbox"/> Exhibit G Subcontracted Work | <input checked="" type="checkbox"/> Exhibit M-4 Pricing Data Certification |
| <input type="checkbox"/> Exhibit G-1 Subconsultant Fee | <input type="checkbox"/> App. 31.910 Supplemental Signature Page |

THIS AGREEMENT, made and entered into this _____ day of _____, _____, between the Local Agency of _____ City of Camas _____, Washington, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, and

WHEREAS, the AGENCY 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 for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance 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 work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II Scope of Work

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

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 Federal, State, 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 work in sufficient detail so that the progress of the work can easily be evaluated.

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

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."

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 this PROJECT, 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 PROJECT, shall be without liability or legal exposure to the CONSULTANT.

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 be completed by the date shown in the heading of this AGREEMENT under 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 or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

V Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

VI Sub-Contracting

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Local Programs Project Development Engineer in consultation with the AGENCY.

VII Employment

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 the 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 the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII Nondiscrimination

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987
(Public Law 100-259)

American with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

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 "H" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "H" 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 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 as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work 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 herein above, 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 such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work 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 work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work 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 above.

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 default 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.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work 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 work 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 complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work 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 XIV.

XI Disputes

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination 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 de novo 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", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

XII Venue, Applicable Law, and Personal Jurisdiction

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such 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 to such action shall 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.

XIII Legal Relations

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

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

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against 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.

Unless otherwise specified in the 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 the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

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

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the 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 the AGENCY.

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 shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

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

XIV Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of the 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 work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the 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 the 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 the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the 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.

XV Endorsement of Plans

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

XVI Federal and State Review

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

XVII Certification of the Consultant and the Agency

Attached hereto as Exhibit "M-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over \$100,000 and Exhibit "M-4" is required only in AGREEMENTS over \$500,000.

XVIII 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 an amendment to this AGREEMENT.

XIX 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 agreements contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

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.

By _____ By _____

Consultant Gregory P. Jellison Agency City of Camas

EXHIBIT A
SCOPE OF WORK
Engineering Design Services

City-wide Self-evaluation and ADA Transition Plan
City of Camas, WA

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

Project Description and Background

The City of Camas' is interested in a scope of services to prepare a City-wide Self-Evaluation and ADA Transition Plan to meet Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990, referred to as the ADA PLAN. The ADA PLAN scope will include fulfilling the requirements summarized in Chapter 29 of WSDOT's Local Agency Guidelines. Using the results of the self-evaluation, the ADA PLAN should include at a minimum:

- Identify and prioritize areas within the City that will need updated ADA facilities;
- Identify the physical barriers that limit accessibility to individuals with disabilities;
- Describe what engineering treatments can be done to make the facilities accessible;
- Specify the schedule for each facility and/or barrier to be retrofitted; and
- Identify the individual responsible for implementation of the plan (ADA Coordinator).

On May 27, 2014, HDJ Design Group, PLLC (CONSULTANT) was selected by the City of Camas (CITY) to provide transportation planning and engineering services to prepare the ADA PLAN.

In general, ADA PLAN preparation will involve, but is not be limited to, the following key components and Deliverables:

- 1) Developing a prioritization process to rank proposed improvements;
- 2) Public outreach to citizens and stakeholders;
- 3) Mapping out important data for project selection;
- 4) Mapping out high priority projects;
- 5) Defining the scope of work for each project;
- 6) Providing a conceptual cost estimate for projects;
- 7) Developing an implementation timetable for the ADA PLAN;
- 8) Preparing ADA PLAN documentation that includes policy recommendations, description of goals and objectives, summaries of public input, and funding strategies; and
- 9) Preparing the ADA PLAN document.
- 10) The ADA Plan document will be structured in a manner to facilitate periodic updates.

Assumptions

The design will be based on the following assumptions:

- The ADA PLAN would be complete by the end of calendar year 2014;
- This ADA PLAN is locally funded;
- The ADA PLAN will be reviewed by the CITY in 2014;
- Public outreach will be primarily through public notification and request for comments. This service will be supplied by the CITY and supported by CONSULTANT;
- There will be three (3) citizen advisory committee (CAC) meetings associated the ADA PLAN;

- CONSULTANT will attend two (2) City Council workshop and one (1) City Council meeting for final adoption; and
- CONSULTANT will provide 3 bound copies of the ADA PLAN and a CD with the ADA PLAN in PDF format. The CITY will handle distribution of the Final ADA PLAN.

TASK 1 – PROJECT ADMINISTRATION

HDJ shall oversee project tasks and coordinate with City representatives to manage the scope, schedule and budget for preparation of the ADA PLAN.

Subtask 1.1 – Contract Administration, Invoicing, and Progress Reports

- 1) CONSULTANT will prepare and submit monthly invoices. Each invoice will include: date period covered by invoice, number of hours worked during the billing period with billing rates shown; expenses and associated mark-ups; total cost for labor and expenses for the billing period; sub-consultants fees including markups for the billing period; and a total amount summarizing labor, expenses, and sub-consultant fees. The only markup for sub-consultants will be for the B&O Tax no additional markup will be included in the billing by HDJ.
- 2) CONSULTANT will prepare a Contract Summary Report to accompany the monthly invoices. The Contract Summary Report will list each invoice as well as current invoice with an itemized summary of invoice numbers, dates, and amounts billed for labor, expenses, and sub-consultants as well as total amounts for each invoice. The Contract Summary Report will also list the total amount billed to date, total amount remaining under contract, and contract expiration date.
- 3) CONSULTANT will prepare a brief Project Status Report to accompany the monthly invoices. The Project Status Report will include: date period covered by Status Report, brief summary of work performed during the billing period, a notice to CITY raising any issues or concerns that could require a contract amendment/supplement, a brief summary of completed and/or upcoming project milestones, and action items needed from CITY for project delivery. CONSULTANT shall monitor the status of the budget and take corrective actions to correct undesirable budget trends involving the CITY if scope is impacted.
- 4) CONSULTANT will prepare and maintain project schedule. The schedule shall identify CONSULTANT tasks and items provided by CITY and other consultants. The schedule shall be updated every month or as circumstances require or as requested by the CITY.
- 5) Project Management. CONSULTANT will provide general coordination with client, sub consultants, other consultants, and stakeholders and ongoing monitoring of tasks and resources.
- 6) CONSULTANT will maintain all contract-required documentation. Provide copies of project files and records to the CITY for audits and public information requests. All final documents shall be provided in electronic format as requested.

Deliverables:

1. Monthly invoices, Contract Summary Reports, and Project Status Reports;
2. Project Schedule and updates; and
3. Project Documentation.

Subtask 1.2 – Kick-off meeting

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

CONSULTANT will prepare background material to be reviewed at Kick-off meeting such as proposed vision for plan, long-term goals of plan, and short-term objects. CONSULTANT will attend project kickoff meeting in Camas and visit locations of interest.

Deliverables:

1. Meeting Agendas and Meeting Summaries

Subtask 1.3 – City Council Workshop meetings

CONSULTANT will attend City Council workshop(s). This may include one meeting at the start of ADA PLAN process to brief Council on ADA issues and processes. This also includes a workshop at the end of the ADA PLAN process answer questions and collect comments related to draft ADA PLAN.

Deliverables:

1. Support staff with meeting material preparation including PowerPoint presentation slides.
2. Summary comments for update to draft ADA PLAN

Subtask 1.4 – City Council Workshop meeting

CONSULTANT will attend City Council workshop to answer questions and collect comments in Camas related to final ADA PLAN.

Deliverables:

1. Support staff with meeting material preparation including PowerPoint presentation slides.

TASK 2 – SELF-EVALUATION OF HIGH PRIORITY PROJECTS

The PLAN will include a detailed self-evaluation of high priority locations and process/procedure/standard plans related to accessibility. The self-evaluation includes a site visit to the high priority locations and an inventory of the accessibility for development of the scope of work to improve the location to meet current ADA standards. The PLAN assumes conducting an inventory for up to 10 locations, each a half mile in length or the equivalent of high priority locations and all traffic signalized intersections. The high priority locations will be based on citizen input from members of the disabled community. The CITY has access to aerial photos and coupled with Google Street View, has the ability to assess and evaluate the current state of City of Camas sidewalk system for low priority locations.

Subtask 2.1 – Community Input Administration

CONSULTANT will inquire with agencies that provide services to the disabled for names of interested individuals. CITY will supply a list of individuals that have expressed interest in ADA accessibility in the past. CONSULTANT will contact disabled citizens to participate Community Advisory Committee (CAC). CONSULTANT will prepare guidelines for the meeting setting clear purpose and ground rules to keep the process on track. CONSULTANT will prepare meeting notification materials, agendas, handouts, exhibits and meeting summary. CITY will distribute meeting notifications to include: press release, web page notices, and post meeting notice at public buildings frequented by the disabled.

Deliverables:

1. Meeting summary to include agenda, ground rules, attendance, and summary of comments.
2. List of locations of interest by disabled citizens for inclusion in the self-evaluation.

Subtask 2.2 – Evaluation of Existing Procedures and Policies Related to Accessibility

CONSULTANT will review existing the existing process and policy documents as well as interview staff to identify and upgrades to current policies related to making the public right of way accessible.

Deliverables:

1. Summary of evaluation
2. Recommendations on policy upgrades

Subtask 2.3 – Mapping of Ranking Criteria

CONSULTANT will prepare maps of important destinations for disabled citizens both based on citizen input and on best practices. CONSULTANT will map ranking criteria and with committee and staff input, identify locations with the highest priority for possible accessibility upgrades. CONSULTANT will provide best practice direction for list of location to be mapped. CITY GIS, if available, will layer ranking criteria on a map. If CITY GIS is not available, CONSULTANT will manually superimpose ranking criteria on map.

Deliverables:

1. Map of ranking criteria
2. Collision dot map
3. High priority locations map

Subtask 2.4 – CAC Meeting One

CONSULTANT will prepare goals of Plan and CAC meeting. CONSULTANT will provide recommendation on ranking criteria of projects. CITY will provide an accessible meeting location and room layout, phone conference materials, and attendance by staff. CITY will provide, if requested by the public, auxiliary aids and services, and or translation.

Deliverables:

1. Prepare meeting materials
2. Meeting summary
3. Incorporate input into planning documents

Subtask 2.5 – CAC Meeting Two

CONSULTANT will provide recommendation on high ranking locations, policies and procedures for upgrade and solicit input from CAC. CITY will provide an accessible meeting location and room layout, phone conference materials, and attendance by staff. CITY will provide, if requested by the public, auxiliary aids and services, and or translation.

Deliverables:

1. Prepare meeting materials
2. Meeting summary
3. Incorporate input into planning documents

Subtask 2.6 – Inventory of High Priority Locations

CONSULTANT will field review locations identified in the high priority location map. CONSULTANT will field review all traffic signals. CONSULTANT will field review of random selection low priority locations to develop City-wide estimate of upgrades needed. Each traffic signal will be field reviewed to verify if they meet current ADA standards. The *WSDOT ADA Field Guide for Public Right of Way* will be used as the criteria for the field verification.

Deliverables:

1. Inventory high priority locations to bring up to current ADA standards
2. Inventory traffic signals to bring up to current ADA standards
3. Provide estimate of City-wide inventory of public right-of-way.

Subtask 2.7 – Self-evaluation Summary Report

CONSULTANT will summarize review of policies, procedures of the Camas associated with improving access. CONSULTANT will summarize Citizen input. CONSULTANT will summarize ranking priority. CONSULTANT will summarize inventory of high priority locations, traffic signals and citywide location.

Deliverable:

1. Text report summarizing the Self-evaluation with a map of high priority locations.

TASK 3 – ADA TRANSITION PLAN FOR PUBLIC RIGHT OF WAY

The PLAN will include a 10- to 20-year ADA Transition Plan for the public right of way (ADA Transition Plan). The ADA Transition Plan will be a section in the PLAN that builds on the Self-Evaluation Plan to provide a scope, budget and schedule to complete high priority projects. The PLAN assumes scoping for 10 locations, each about a half mile in length or the equivalent of high priority locations. The high priority locations will be based

on citizen input from members of the disabled community. Each project will require a description of the scope of work including both recommended improvements, a measurements of quantity of material, and estimate of right of way. The initial scoping will done using aerial photos and field verified as necessary. The cost estimating will be based on lumping common construction costs into common ADA improvements for planning level estimates. The schedule for ADA improvements will be based on several funding sources and will depend on available resources and assumption on grant funding.

Subtask 3.1 – Vision, Goals and Objectives of ADA PLAN

CONSULTANT will recommend overall vision, goals and objectives. CONSULTANT will recommend policy and procedure upgrades for the City of Camas.

Deliverable:

1. Memo summarizing vision, goals objects with policy and procedure recommendations.

Subtask 3.2 – Project Scope

CONSULTANT will prepare a planning level scope of work for upgrades to each high priority location including quantities of work for a planning level cost estimate.

Deliverables:

1. Description of work of upgrades for each high priority location
2. Planning level estimate of quantities.

Subtask 3.3 – Project Estimates

CONSULTANT will prepare a planning level cost estimate for upgrades to each high priority location.

Deliverables:

1. Planning level estimate of cost to upgrade each location.

Subtask 3.4 – Project Schedule

CONSULTANT will prepare a planning level schedule for upgrades to each high priority location. CITY will provide estimate of city contribution towards ADA PLAN. CONSULTANT will provide grant funding estimates.

Deliverables:

1. Planning level estimate of completion date for each project.

Subtask 3.5 – Mapping of High Priority Projects

CONSULTANT will map high priority projects using readily available technology.

Deliverables:

2. Map of City with high priority projects highlighted.

Subtask 3.6 – Community Input

CONSULTANT will prepare notification materials, agendas, handouts, exhibits and meeting summary for one meeting to take committee input on proposed projects in ADA PLAN. CITY will distribute notifications, press release, web page notices, and post meeting notice at public buildings frequented by the disabled.

Deliverables:

1. Notification materials
2. Meeting summary to include agenda, attendance and summary of comments.

Subtask 3.7 – CAC Meeting Three

CONSULTANT will conduct meeting and will provide recommendation on high ranking projects, policies and procedures for upgrade and solicit input from CAC. CITY will provide an accessible meeting room and layout, phone conference materials, and attendance by staff. CITY will provide, if requested by the public, auxiliary aids and services, and or translation.

Deliverables:

1. Prepare meeting materials
2. Meeting summary
3. Incorporate input into planning documents

Subtask 3.8 – ADA PLAN Report

CONSULTANT will prepare report summarizing the preparation of the ADA PLAN. This will include a description of the subtasks and the outcome of each. A project table will summarize the high priority projects including the name, priority, cost, and estimated date of completion. CITY distribute draft ADA Transition Plan and notification of it's availability for review via press release, web page notices, and post notice at public buildings frequented by the disabled.

Deliverables:

1. An ADA PLAN summary report with a map of high priority projects, and project table and summary of process
2. Identify the individual (ADA Coordinator) responsible for implementation of the plan and any recommended supplemental training or professional certification.

TASK 4 – ADA PLAN GRAPHICS

The PLAN will include graphics beyond maps and tables and diagrams. This may include photos, hand drawing rendering of streetscaping alternatives, Photoshop before and after exhibits, and enhanced document covers.

Subtask 10.1 – Cover and Other Art Graphics

Deliverables:

1. Color cover and other color graphics within the document

Subtask 10.2 – Before Pictures

Pictures of the high ranking locations to show the conditions before the improvements were made.

Deliverables:

1. Several photos of each location to be used for before and after photos.

Subtask 10.3 – Cross-section and Drawing of Enhancements.

Illustrations of the enhancements of pedestrian improvements for top projects.

Deliverables:

1. Hand-drawn cross-section showing pedestrian improvements in action.
2. Plan view of enhancement to high priority locations.

Subtask 10.4 – Photo Enhancements.

Photo enhancement of before and after conditions to illustrate benefits of pedestrian improvements for top three (3) projects.

Deliverables:

1. Computer enhancement of existing conditions photos to illustrate the after conditions.

Reimbursable Expenses

This work includes non-salary costs associated with printing, mileage, copies, exhibit preparation, etc. Invoices will be submitted with billings for any items covered under reimbursable expenses. Specific items that will be provided under reimbursable expenses include:

- Copies: Expenses for submittal copies as described above.
- Travel: Mileage at the current federal rate.
- Delivery: Expenses for courier, package delivery, and mail services.

Extra Work

Specific Exclusions

The following items of work are specifically **excluded** from the scope of this agreement:

- Survey of projects
- Detailed engineering plans
- Detailed cost estimates
- Right of way research
- Utility coordination or detailed investigation
- Construction support after bidding, administration, inspection, and materials testing
- Design changes during construction and change order writing
- Construction staking, and as-built survey
- Preparation of as-built drawings.

Client Responsibilities

The City of Camas will provide the following items and / or services:

- Public notification to include press releases, web page updates, posting notifications at important locations.
- Input on city funding for pedestrian and ADA improvements
- Provide technical input and review of documents
- Assist HDJ in arranging for safe access to enter public and private property as required for HDJ and sub-consultants to perform services included in this scope of work
- Direction regarding decisions related to design standards and design related issues
- Provide HDJ with city standard specifications, details, and policies related to accessibility
- Provide an estimate of annual City contribution toward accessibility upgrades
- City will develop the mailing and stakeholder contact list
- City will provide a location for the CAC meeting
- City will distribute public notification material
- City will provide and update project web page material.
- CITY will provide any accessibility or translation services when requested by the public.

EXHIBIT B-2																		
City of Camas City-wide Self-evaluation and ADA Transition Plan	HDJ Design Group PLLC (Engineering/Management)														SUBCONSULTANTS		SUB	BUDGET
	Task and Description	ENG-Prncpl	TRA ENG- Manager VI	TRA ENG - Proj V	ENG-V	ENG-II	LANDSCAPE - DESIGN TECH		Survey-Mng	Survey Tech I	Survey Assist	CAD-III	ADMIN	Expense	TOTAL	Planning	TOTAL	AMOUNT
							IV	III								Urbane Streets		
TASK 1 - PROJECT ADMINISTRATION																		
Subtask 1.1 Contract Administration, Invoicing, and Progress Reports	2.00		4.00										3.00	1,092.00			0.00	\$1,092.00
Subtask 1.2 Kick-off Meetings		3.00												456.00	\$500.00		500.00	\$956.00
Subtask 1.3 City Council Workshop		3.00																
Subtask 1.4 City Council Public Hearing		3.00																
TASK 2 - SELF-EVALUATION OF HIGH PRIORITY PROJECTS																		
Subtask 2.1 Community Input Administration			2.00											276.00	\$1,000.00	1,000.00		\$1,276.00
Subtask 2.2 Evaluation of Existing Procedures and Policies Related to Accessibility			2.00				2.00							492.00	\$500.00	500.00		\$992.00
Subtask 2.3 Mapping Ranking Criteria		2.00										6.00		804.00	\$0.00	0.00		\$804.00
Subtask 2.4 CAC Meeting 1 - Establish Ground Rules and Review Ranking Criteria			3.00											414.00	\$500.00	500.00		\$914.00
Subtask 2.5 CAC Meeting 2 - Review Ranked Locations and Solicit Other Locations for Review			3.00											414.00	\$500.00	500.00		\$914.00
Subtask 2.6 Inventory of High Priority Locations			2.00					1.00	25.00					2,584.00	\$0.00	0.00		\$2,584.00
Subtask 2.7 Self-evaluation Summary Report			2.00											276.00	\$1,000.00	1,000.00		\$1,276.00
TASK 3 - ADA TRANSITION PLAN																		
Subtask 3.1 Vision, Goals, Objectives, Policy and Process Documentation			1.00											138.00	\$500.00	500.00		\$638.00
Subtask 3.2 Project Scoping			2.00	1.00	3.00		8.00							1,598.00	\$0.00	0.00		\$1,598.00
Subtask 3.3 Project Cost Estimating			1.00	1.00	3.00		8.00							1,460.00	\$0.00	0.00		\$1,460.00
Subtask 3.4 Project Scheduling			4.00	1.00										686.00	\$0.00	0.00		\$686.00
Subtask 3.5 Mapping of High Priority Projects			2.00									4.00		628.00	\$0.00	0.00		\$628.00
Subtask 3.6 Community Input			2.00											276.00	\$1,000.00	1,000.00		\$1,276.00
Subtask 3.7 CAC Meeting 3 - Review recommended projects			3.00											414.00	\$500.00	500.00		\$914.00
Subtask 3.8 ADA Transition Plan Report			2.00											276.00	\$1,000.00	1,000.00		\$1,276.00
TASK 4 - PLAN GRAPHIC																		
Subtask 4.1 Cover and Other Graphics													6.00	360.00	\$0.00	0.00		\$360.00
Reimbursable Expenses																		
Copies														200.00				\$200.00
Travel														100.00				\$100.00
B&O Tax 1.8%														126.00				\$126.00
TOTAL HOURS	2.00	9.00	37.00	3.00	6.00	0.00	18.00	1.00	25.00	0.00	10.00	9.00						
HOURLY RATES	180.00	152.00	138.00	134.00	108.00	105.00	108.00	133.00	87.00	74.00	88.00	60.00						
TOTAL DOLLARS	\$ 360	\$ 1,368	\$ 5,106	\$ 402	\$ 648	\$ -	\$ 1,944	\$ 133	\$ 2,175	\$ -	\$ 880	\$ 540	\$ -	\$ 13,070.00	\$ 7,000.00	\$ 7,000.00	\$ -	\$20,070.00

Exhibit C
Electronic Exchange of Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

B. Roadway Design Files

Civil3D

C. Computer Aided Drafting Files

AutoCadd

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

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

See scope of work for deliverables

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

See scope of work for provided materials

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D-3 Payment (Negotiated Hourly Rate)

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

1. **Hourly Rates:** The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibit "E" and "F" attached hereto and by this reference made part of this AGREEMENT. The rates listed shall be applicable for the first twelve (12) month period and shall be subject to negotiation for the following twelve (12) month period upon request of the CONSULTANT or the AGENCY. If negotiations are not conducted for the second or subsequent twelve (12) month periods within ninety (90) days after completion of the previous period, the rates listed in this AGREEMENT, or subsequent written authorization(s) from the AGENCY shall be utilized. The rates are inclusive of direct salaries, payroll additives, overhead, and fee. The CONSULTANT shall maintain support data to verify the hours billed on the AGREEMENT.

2. **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 sub-consultant costs.
 - a. Air or train travel will be reimbursed only to economy class levels 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 AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 CFR Part 31.205-46 "Travel Costs."
 - b. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
 - c. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request.
 - d. All above charges must be necessary for the services provided under this AGREEMENT.

3. **Management Reserve Fund:** The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."

4. **Maximum Total Amount Payable:** The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
5. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly billing shall be supported by detailed statements for hours expended at the rates established in Exhibit "E", 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 PROJECT at the time of the interview.
6. **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 work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) 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. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

7. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) 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 contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

Exhibit D-4

Payment (Provisional Hourly Rate)

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

1. Hourly Rates: The CONSULTANT shall be paid by the AGENCY for work done based upon the provisional hourly rates shown in Exhibit "E" and "F" attached hereto and by this reference made part of this AGREEMENT. The actual hourly rates will be determined by an audit of the CONSULTANT'S last completed fiscal year and/or their current projected fiscal year. The provisional and/or audited rates listed shall be applicable for the first twelve (12) month period and shall be subject to negotiation for the following twelve (12) month period upon request of the CONSULTANT or the AGENCY. If negotiations are not conducted for the second or subsequent twelve (12) month periods within ninety (90) days after completion of the previous period, the rates listed in this AGREEMENT, or subsequent written authorization(s) from the AGENCY shall be utilized. The rates are inclusive of direct salaries, payroll additives, overhead, and fee. The CONSULTANT shall maintain support data to verify the hours billed on the AGREEMENT.

In the event re-negotiation of the hourly rates is conducted, the AGENCY reserves the right to audit for any change in the overhead rate currently in use by the CONSULTANT and modify the hourly rates to be paid to the CONSULTANT subsequent to the re-negotiation accordingly. Any changes in the CONSULTANT'S fixed hourly rates may include salary or overhead adjustments.

2. 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 sub-consultant costs.
 - a. Air or train travel will be reimbursed only to economy class levels 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 AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 CFR Part 31.205-46 "Travel Costs."
 - b. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
 - c. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request.

- d. All above charges must be necessary for the services provided under this AGREEMENT.
3. Management Reserve Fund: The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."4. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
4. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "E" 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 PROJECT at the time of the interview.
5. 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 work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) 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. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

6. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) 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 contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

Exhibit E-2
 Sheet 1 of 2
 Consultant Fee Determination - Summary Sheet
 (Specific Rates of Pay)
 Fee Schedule

HDJ Design Group, PLLC

<u>Personnel</u>	<u>Billing Rate</u>	
Engineer - Principal	\$190.00	
Engineer - Associate Principal	\$175.00	
Engineer - Manager VI	\$144.00	
Engineer - Project V	\$132.00	
Engineer IV	\$121.00	
Engineer III	\$110.00	
Engineer II	\$101.00	
Engineer I	\$93.00	
Design Technician - IV	\$112.00	
Design Technician - III	\$108.00	
Design Technician - II	\$100.00	
Design Technician - I	\$88.00	
Traffic Engineer - Manager VI	\$152.00	
Traffic Engineer - Project V	\$126.00	
Traffic Technician	\$115.00	
Traffic Counter	\$68.00	
Geotechnical Engineering	\$144.00	
Geohydrologist	\$144.00	
Geophysicist	\$144.00	
Surveyor - Principal	\$142.00	
Surveyor - Manager	\$133.00	
Surveyor - PLS	\$115.00	
Surveyor - LSIT	\$93.00	
Survey Technician - 1	\$85.00	
Surveyor Assistant	\$68.00	
Crew Chief - 3 person	\$189.00	
Crew Chief - 2 Person	\$145.00	
Crew Chief - Person W/Robotic Equipment	\$122.00	
Landscape - Manager VI	\$134.00	
Landscape - Project V	\$118.00	
Landscape IV	\$101.00	
Landscape -III	\$88.00	
Landscape II	\$82.00	
Landscape I	\$77.00	
Planning - Manager V	\$126.00	
Planner - Project IV	\$112.00	
Planner - III	\$94.00	
Planner - II	\$82.00	
Planner - I	\$77.00	
Construction - Sr. Manager VI	\$140.00	
Construction - Manager V	\$126.00	\$165.00 OT
Construction Inspector - III	\$106.00	\$140.00 OT
Construction Inspector - II	\$88.00	\$114.00 OT
Construction Inspector - I	\$76.00	\$110.00 OT
CADD - Manager	\$115.00	
CADD Drafter - III	\$88.00	
CADD Drafter - II	\$79.00	
CADD Drafter - I	\$68.00	
Graphic Specialist	\$88.00	
Administrative	\$60.00	

Direct Non-Salary Expenses Cost+10%

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

The above hourly rates are based on a WSDOT conditional provisional indirect cost rate and will be applicable until a new WSDOT audited rate is available and shall be subject to negotiation for the following 12 month period.

Exhibit F
Breakdown of Overhead Cost

**Exhibit E-2
Sheet 2 of 2
Consultant Fee Determination - Summary Sheet
(Specific Rates of Pay)
Fee Schedule**

**HDJ Design Group, PLLC
Rates**

BILLING RATES

<u>Personnel/Class.</u>	Overhead (OH)= 150.00%		Profit(P)= 25%		=	Max <u>Billing Rate*</u>
	Max <u>Pay Rate*</u>	+	<u>OH*PR</u>	+		
Engineer - Principal	\$80.00		\$120.00		\$20.00	\$220.00
Engineer - Associate Principal	\$65.00		\$97.50		\$16.25	\$178.75
Engineer - Manager VI	\$57.00		\$85.50		\$14.25	\$156.75
Engineer - Project V	\$48.00		\$72.00		\$12.00	\$132.00
Engineer IV	\$44.00		\$66.00		\$11.00	\$121.00
Engineer III	\$40.00		\$60.00		\$10.00	\$110.00
Engineer II	\$37.00		\$55.50		\$9.25	\$101.75
Engineer I	\$34.00		\$51.00		\$8.50	\$93.50
Design Technician - IV	\$43.00		\$64.50		\$10.75	\$118.25
Design Technician - III	\$40.00		\$60.00		\$10.00	\$110.00
Design Technician - II	\$37.00		\$55.50		\$9.25	\$101.75
Design Technician - I	\$32.00		\$48.00		\$8.00	\$88.00
Traffic Engineer - Manager VI	\$57.00		\$85.50		\$14.25	\$156.75
Traffic Engineer - Project V	\$46.00		\$69.00		\$11.50	\$126.50
Traffic Technician	\$42.00		\$63.00		\$10.50	\$115.50
Traffic Counter	\$25.00		\$37.50		\$6.25	\$68.75
Geotechnical Engineering	\$57.00		\$85.50		\$14.25	\$156.75
Geohydrologist	\$57.00		\$85.50		\$14.25	\$156.75
Geophysicist	\$57.00		\$85.50		\$14.25	\$156.75
Surveyor - Principal	\$65.00		\$97.50		\$16.25	\$178.75
Surveyor - Manager	\$55.00		\$82.50		\$13.75	\$151.25
Surveyor - PLS	\$42.00		\$63.00		\$10.50	\$115.50
Surveyor - LSIT	\$34.00		\$51.00		\$8.50	\$93.50
Survey Technician - 1	\$31.00		\$46.50		\$7.75	\$85.25
Surveyor Assistant	\$25.00		\$37.50		\$6.25	\$68.75
Crew Chief - 3 person	\$69.00		\$103.50		\$17.25	\$189.75
Crew Chief - 2 Person	\$53.00		\$79.50		\$13.25	\$145.75
Crew Chief - Person W/Robotic Equipment	\$47.00		\$70.50		\$11.75	\$129.25
Landscape - Manager VI	\$49.00		\$73.50		\$12.25	\$134.75
Landscape - Project V	\$43.00		\$64.50		\$10.75	\$118.25
Landscape IV	\$37.00		\$55.50		\$9.25	\$101.75
Landscape -III	\$32.00		\$48.00		\$8.00	\$88.00
Landscape II	\$30.00		\$45.00		\$7.50	\$82.50
Landscape I	\$28.00		\$42.00		\$7.00	\$77.00
Planning - Manager V	\$46.00		\$69.00		\$11.50	\$126.50
Planner - Project IV	\$41.00		\$61.50		\$10.25	\$112.75
Planner - III	\$35.00		\$52.50		\$8.75	\$96.25
Planner - II	\$30.00		\$45.00		\$7.50	\$82.50
Planner - I	\$28.00		\$42.00		\$7.00	\$77.00
Construction - Sr. Manager VI	\$51.00		\$76.50		\$12.75	\$140.25
Construction - Manager V	\$46.00		\$69.00		\$11.50	\$126.50
Construction Inspector - III	\$40.00		\$60.00		\$10.00	\$110.00
Construction Inspector - II	\$33.00		\$49.50		\$8.25	\$90.75
Construction Inspector - I	\$28.00		\$42.00		\$7.00	\$77.00
CADD - Manager	\$42.00		\$63.00		\$10.50	\$115.50
CADD Drafter - III	\$34.00		\$51.00		\$8.50	\$93.50
CADD Drafter - II	\$29.00		\$43.50		\$7.25	\$79.75
CADD Drafter - I	\$25.00		\$37.50		\$6.25	\$68.75
Graphic Specialist	\$32.00		\$48.00		\$8.00	\$88.00
Administrative	\$23.00		\$34.50		\$5.75	\$63.25
	0		\$0.00		\$0.00	\$0.00

*Max pay rate and billing rates shown. Agency will be invoiced at rates shown on sheet 1 of 2.

Exhibit H Title VI Assurances

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

1. Compliance with Regulations: The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. Non-discrimination: The CONSULTANT, with regard to the work performed during the 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 the 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 AGENCY, 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, 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 the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, 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 AGENCY, STATE 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 and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Exhibit I
Payment Upon Termination of Agreement
By the Agency Other Than for
Fault of the Consultant

(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

Exhibit J

Alleged Consultant Design Error Procedures

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

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

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Highways and 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 H&LP, through the Region

Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.

- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 -- Forward Documents to Highways and Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Highways and Local Programs Engineer to H&LP for their review and consultation with the FHWA. H&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, H&LP will request assistance from the Attorney General's Office for legal interpretation. H&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. H&LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit K

Consultant Claim Procedures

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

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

Step 1 – Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Highways and 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 Highways and Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

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

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

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

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs 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 Highways and 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.

Exhibit M-1(a)
Certification Of Consultant

Project No. _____
Local Agency _____

I hereby certify that I am Gregory P. Jellison and duly authorized representative of the firm of HDJ Design Group, PLLC whose address is 314 W. 15th Street, Vancouver, WA 98660 and that neither I nor the above firm I here represent has:

- (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 the 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 available 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.

Date

Signature

Exhibit M-1(b)
Certification Of Agency Official

I hereby certify that I am the AGENCY Official of the Local Agency of City of Camas, Washington, and that the consulting firm 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 available 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.

.....
Date

.....
Signature

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

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

Consultant (Firm): HDJ Design Group, PLLC

(Date)

(Signature) President or Authorized Official of Consultant

Exhibit M-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 an 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 any 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 and not more than \$100,000 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 subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Consultant (Firm): HDJ Design Group, PLLC

.....
(Date)

.....
(Signature) President or Authorized Official of Consultant

Exhibit M-4
Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 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 City-Wide Self Evaluation & ADA Transition Plan * are accurate, complete, and current as of June 20, 2014 **. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm HDJ Design Group, PLLC

Name Gregory P. Jellison

Title Member/Principal

Date of Execution*** _____

* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

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

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

EXHIBIT B-2																			
City of Camas City-wide Self-evaluation and ADA Transition Plan	HDJ Design Group PLLC													HDI		SUBCONSULTANTS		SUB	BUDGET
	[Engineering/Management]													TOTAL		Planning	TOTAL	AMOUNT	
	ENG-Prncpl	TRA ENG- Manager VI	TRA ENG - Proj V	ENG-V	ENG-II	LANDSCAPE - IV	DESIGN TECH - III	Survey-Mng	Survey Tech I	Survey Assist	CAD-III	ADMIN	Expense	TOTAL	Urbane Streets	TOTAL	AMOUNT		
TASK 1 - PROJECT ADMINISTRATION																		\$2,048.00	
Subtask 1.1 Contract Administration, Invoicing, and Progress Reports	2.00		4.00										3.00	1,092.00		0.00	\$1,092.00		
Subtask 1.2 Kick-off Meetings		3.00												456.00	\$500.00	500.00	\$956.00		
Subtask 1.3 City Council Workshop		3.00																	
Subtask 1.4 City Council Public Hearing		3.00																	
														0.00		0.00	\$0.00		
TASK 2 - SELF-EVALUATION OF HIGH PRIORITY PROJECTS																	\$8,760.00		
Subtask 2.1 Community Input Administration			2.00											276.00	\$1,000.00	1,000.00	\$1,276.00		
Subtask 2.2 Evaluation of Existing Procedures and Policies Related to Accessibility			2.00				2.00							492.00	\$500.00	500.00	\$992.00		
Subtask 2.3 Mapping Ranking Criteria			2.00								6.00			804.00	\$0.00	0.00	\$804.00		
Subtask 2.4 CAC Meeting 1 - Establish Ground Rules and Review Ranking Criteria			3.00											414.00	\$500.00	500.00	\$914.00		
Subtask 2.5 CAC Meeting 2 - Review Ranked Locations and Solicit Other Locations for Review			3.00											414.00	\$500.00	500.00	\$914.00		
Subtask 2.6 Inventory of High Priority Locations			2.00					1.00	25.00					2,584.00	\$0.00	0.00	\$2,584.00		
Subtask 2.7 Self-evaluation Summary Report			2.00											276.00	\$1,000.00	1,000.00	\$1,276.00		
														0.00		0.00	\$0.00		
TASK 3 - ADA TRANSITION PLAN																	\$8,476.00		
Subtask 3.1 Vision, Goals, Objectives, Policy and Process Documentation			1.00											138.00	\$500.00	500.00	\$638.00		
Subtask 3.2 Project Scoping			2.00	1.00	3.00		8.00							1,598.00	\$0.00	0.00	\$1,598.00		
Subtask 3.3 Project Cost Estimating			1.00	1.00	3.00		8.00							1,460.00	\$0.00	0.00	\$1,460.00		
Subtask 3.4 Project Scheduling			4.00	1.00										686.00	\$0.00	0.00	\$686.00		
Subtask 3.5 Mapping of High Priority Projects			2.00								4.00			628.00	\$0.00	0.00	\$628.00		
Subtask 3.6 Community Input			2.00											276.00	\$1,000.00	1,000.00	\$1,276.00		
Subtask 3.7 CAC Meeting 3 - Review recommended projects			3.00											414.00	\$500.00	500.00	\$914.00		
Subtask 3.8 ADA Transition Plan Report			2.00											276.00	\$1,000.00	1,000.00	\$1,276.00		
														0.00		0.00			
TASK 4 - PLAN GRAPHIC																	\$360.00		
Subtask 4.1 Cover and Other Graphics												6.00		360.00	\$0.00	0.00	\$360.00		
														0.00		0.00			
Reimbursable Expenses																	\$426.00		
Copies														200.00		0.00	\$200.00		
Travel														100.00		0.00	\$100.00		
B&O Tax 1.8%														126.00		0.00	\$126.00		
TOTAL HOURS	2.00	9.00	37.00	3.00	6.00	0.00	18.00	1.00	25.00	0.00	10.00	9.00							
HOURLY RATES	180.00	152.00	138.00	134.00	108.00	105.00	108.00	133.00	87.00	74.00	88.00	60.00							
TOTAL DOLLARS	\$ 360	\$ 1,368	\$ 5,106	\$ 402	\$ 648	\$ -	\$ 1,944	\$ 133	\$ 2,175	\$ -	\$ 880	\$ 540	\$ -	\$ 13,070.00	\$ 7,000.00	\$ 7,000.00	\$20,070.00		

Local Agency Standard Consultant Agreement		Consultant/Address/Telephone HDJ Design Group, PLLC 314 W. 15th Street Vancouver, WA 98660-2927	
<input checked="" type="checkbox"/> Architectural/Engineering Agreement <input type="checkbox"/> Personal Services Agreement Agreement Number _____		(360) 695-3488	
Federal Aid Number _____		Project Title And Work Description NW 6th and Norwood Traffic Signal Project	
Agreement Type (Choose one) <input type="checkbox"/> Lump Sum Lump Sum Amount \$ _____ <input type="checkbox"/> Cost Plus Fixed Fee Overhead Progress Payment Rate _____ % Overhead Cost Method <input type="checkbox"/> Actual Cost <input type="checkbox"/> Actual Cost Not To Exceed _____ % <input type="checkbox"/> Fixed Overhead Rate _____ % Fixed Fee \$ _____		Improve intersection to include traffic Signal and 30% sidewalk design on NW 6th Avenue. DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %	
<input checked="" type="checkbox"/> Specific Rates Of Pay <input checked="" type="checkbox"/> Negotiated Hourly Rate <input checked="" type="checkbox"/> Provisional Hourly Rate <input type="checkbox"/> Cost Per Unit of Work		Federal ID Number or Social Security Number 94-1097492 Do you require a 1099 for IRS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Completion Date December 31, 2015	
		Total Amount Authorized \$ 50,075.00 Management Reserve Fund \$ _____ Maximum Amount Payable \$ 50,075.00	

Index of Exhibits (Check all that apply):

- | | |
|---|--|
| <input checked="" type="checkbox"/> Exhibit A-1 Scope of Work | <input type="checkbox"/> Exhibit G-2 Fee-Sub Specific Rates |
| <input type="checkbox"/> Exhibit A-2 Task Order Agreement | <input type="checkbox"/> Exhibit G-3 Sub Overhead Cost |
| <input type="checkbox"/> Exhibit B-1 DBE Utilization Certification | <input checked="" type="checkbox"/> Exhibit H Title VI Assurances |
| <input checked="" type="checkbox"/> Exhibit C Electronic Exchange of Data | <input checked="" type="checkbox"/> Exhibit I Payment Upon Termination of Agreement |
| <input type="checkbox"/> Exhibit D-1 Payment - Lump Sum | <input checked="" type="checkbox"/> Exhibit J Alleged Consultant Design Error Procedures |
| <input type="checkbox"/> Exhibit D-2 Payment - Cost Plus | <input checked="" type="checkbox"/> Exhibit K Consultant Claim Procedures |
| <input checked="" type="checkbox"/> Exhibit D-3 Payment - Hourly Rate | <input type="checkbox"/> Exhibit L Liability Insurance Increase |
| <input checked="" type="checkbox"/> Exhibit D-4 Payment - Provisional | <input checked="" type="checkbox"/> Exhibit M-1a Consultant Certification |
| <input type="checkbox"/> Exhibit E-1 Fee - Lump/Fixed/Unit | <input checked="" type="checkbox"/> Exhibit M-1b Agency Official Certification |
| <input checked="" type="checkbox"/> Exhibit E-2 Fee - Specific Rates | <input checked="" type="checkbox"/> Exhibit M-2 Certification - Primary |
| <input checked="" type="checkbox"/> Exhibit F Overhead Cost | <input checked="" type="checkbox"/> Exhibit M-3 Lobbying Certification |
| <input checked="" type="checkbox"/> Exhibit G Subcontracted Work | <input checked="" type="checkbox"/> Exhibit M-4 Pricing Data Certification |
| <input type="checkbox"/> Exhibit G-1 Subconsultant Fee | <input type="checkbox"/> App. 31.910 Supplemental Signature Page |

THIS AGREEMENT, made and entered into this _____ day of _____, _____, between the Local Agency of _____ City of Camas _____, Washington, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, and

WHEREAS, the AGENCY 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 for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance 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 work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II Scope of Work

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

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 Federal, State, 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 work in sufficient detail so that the progress of the work can easily be evaluated.

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

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."

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 this PROJECT, 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 PROJECT, shall be without liability or legal exposure to the CONSULTANT.

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 be completed by the date shown in the heading of this AGREEMENT under 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 or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

V Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

VI Sub-Contracting

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Local Programs Project Development Engineer in consultation with the AGENCY.

VII Employment

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 the 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 the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII Nondiscrimination

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987
(Public Law 100-259)

American with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

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 "H" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "H" 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 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 as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work 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 herein above, 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 such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work 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 work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work 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 above.

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 it's employee's default 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.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work 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 work 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 complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work 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 XIV.

XI Disputes

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination 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 de novo 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", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

XII Venue, Applicable Law, and Personal Jurisdiction

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such 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 to such action shall 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.

XIII Legal Relations

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

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

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against 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.

Unless otherwise specified in the 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 the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

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

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the 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 the AGENCY.

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 shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

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

XIV Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of the 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 work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the 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 the 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 the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the 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.

XV Endorsement of Plans

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

XVI Federal and State Review

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

XVII Certification of the Consultant and the Agency

Attached hereto as Exhibit "M-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over \$100,000 and Exhibit "M-4" is required only in AGREEMENTS over \$500,000.

XVIII 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 an amendment to this AGREEMENT.

XIX 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 agreements contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

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.

By _____ By _____

Consultant Gregory P. Jellison Agency City of Camas

EXHIBIT A
SCOPE OF WORK
Engineering Design Services

NW 6th and Norwood Traffic Signal Project (S-584)
NW 6th Ave and Norwood St Intersection
City of Camas, WA

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

Project Description and Background

The City of Camas seeks to install a traffic signal at the intersection of NW 6th Ave and Norwood St. to address traffic concerns related to level of service, delays on the side streets, and safety. The project will install a traffic signal and make any ADA upgrades necessary at the intersection in the City of Camas.

On May 16, 2014, HDJ Design Group, PLLC (CONSULTANT) was selected by the City of Camas (City) to provide design engineering services for the NW 6th and Norwood Traffic Signal. The consultant selection also included an option for the City to supplement this agreement for Construction Administration services.

The east leg (NW 6th Ave) of the intersection is part of the National Highway System due to its Principal Arterial classification. The west leg of the intersection is an on-ramp and off-ramp to SR 14 and under WSDOT control. CONSULTANT will closely coordinate with WSDOT on the overall design. A 20 year traffic forecast by CONSULTANT will be included and will be incorporated into the final construction plans. Traffic signal warrant analysis will be prepared to verify that the signal meets warrants.

As part of the CONSULTANT Team approach, we will coordinate with and seek input from stakeholders. This includes holding a public open house meeting inviting the adjacent property owners and resident/businesses. Pedestrian access is an important issue. This proposal includes a task to provide a survey and 30% design of sidewalk on the north side of NW 6th Ave. from NW Norwood St. to NW Logan St.

In general, the engineering phase will involve, but not be limited to, the following key components and deliverables:

- 1) Public outreach
- 2) Limited geotechnical report
- 3) Environmental permitting
- 4) 30% conceptual design submittal
- 5) 60% design submittal with cost estimate
- 6) 90% design submittal with specifications
- 7) Final design submittal (bid ready) documents
- 8) Preparing exhibits and participating in public meetings
- 9) Completing final plans, specifications, and estimate (PS&E) for the project
- 10) Supplemental if requested – provide construction administration including on-site observation and testing of materials and overall construction administration.

Assumptions

The design will be based on the following assumptions:

- The project meets traffic signal warrants and if not the City of Camas will still move forward with the design.
- A roundabout is not a better alternative than a traffic signal due the grades on Norwood and cost.
- The project will not generate significant public opposition and one public open house will be sufficient. This assumes there will be up to seven (7) meetings: four (4) meetings with City staff, two (2) technical stakeholder meetings with WSDOT, C-Tran and local utilities, and one (1) open house.
- The design will be complete by December 31, 2014.
- The City does not have a construction date at this time
- The project design is locally funded thus only a SEPA review is necessary, and the City will circulate it for review. If federal or state funding are used the environmental permitting will require additional tasks.
- The project will not result in a break in WSDOT access. If WSDOT determines that the project results in an access break, NEPA and possibly other environmental permitting will be necessary; this will be an extra task.
- No retaining walls will be required.
- No right of way is necessary including the need for temporary construction permits.
- No storm sewer design work will be necessary.
- The City of Camas will review the plans, with additional review by WSDOT. Any WSDOT fees will be covered by the City of Camas
- CONSULTANT will be responsible for providing three (3) bound copies and an electronic copy in PDF format of the plans and specifications for City files.
- The design will use standard signal poles and foundations. If soil conditions require an engineered foundation, such as a shallow layer of bedrock; this will be an extra task.
- No wet lands are within the project area. The contingency design of sidewalk will not require any infiltration testing.

TASK 1 – PROJECT ADMINISTRATION

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

Subtask 1.1 – Contract Administration, Invoicing, and Progress Reports

- 1) Prepare and submit monthly invoices. Each invoice will include: date period covered by invoice, number of hours worked during the billing period with billing rates shown; expenses and associated mark-ups; total cost for labor and expenses for the billing period; sub-consultants' fees including mark-ups for the billing period; and a total amount summarizing labor, expenses, and sub-consultant fees. The only mark-up for sub-consultants will be for the B&O Tax; no additional mark-up will be included in the billing by CONSULTANT.
- 2) Prepare a Contract Summary Report to accompany the monthly invoices. The Contract Summary Report will list each invoice as well as the current invoice with an itemized summary of invoice numbers, dates, and amounts billed for labor, expenses, and sub-consultants as well as total amounts for each invoice. The Contract Summary Report will also list the total amount billed to date, total amount remaining under contract, and contract expiration date.

- 3) Prepare a brief Project Status Report to accompany the monthly invoices. The Project Status Report will include: date period covered by Status Report; brief summary of work performed during the billing period; a notice to CITY raising any issues or concerns that could require a contract amendment/supplement; a brief summary of completed and/or upcoming project milestones; and action items needed from the CITY for project delivery. CONSULTANT shall monitor the status of the budget and take corrective actions to correct undesirable budget trends involving the CITY if the scope is impacted.
- 4) Prepare and maintain project design schedule. The schedule shall identify CONSULTANT tasks and items provided by CITY and other consultants. The schedule shall be updated every month or as circumstances require or as requested by the CITY.
- 5) Project Management. General coordination with client, sub consultants, other consultants, and stakeholders and ongoing monitoring of tasks and resources.
- 6) Maintain all contract-required documentation. Provide copies of project files and records to the CITY for audits and public information requests. All final documents shall be provided in electronic format as requested.

Deliverables:

- 1) Monthly invoices, Contract Summary Reports, and Project Status Reports.
- 2) Project Design Schedule and updates
- 3) Project Documentation

Subtask 1.2 – Meetings

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

- 1) Attend project kickoff meeting in Camas, one (1) meeting
- 2) CONSULTANT coordination with technical stakeholders, two (2) meetings
- 3) Preparation and submittal of a pre-design memorandum
- 4) Meet with City staff after the review of the 30%, 60%, 90%, and Final plan submittals, four (4) meetings
- 5) Site visit and photo documentation
- 6) Attend one Public Open House meeting, one (1) meeting

Deliverables:

- 1) Meeting Agendas and Meeting Summaries
- 2) Project Photos

TASK 2 – DATA COLLECTION

Subtask 2.1 – Surveying and Base Map

CONSULTANT will review the topographic survey and base mapping provided by the CITY and will request additional data as necessary to complete the design.

CONSULTANT will provide topographic survey to include field survey of all existing above ground features (i.e., edge of pavement, curbs, traffic striping, sidewalks, buildings, trees, fences, utilities, etc.) as well as elevations with one foot contour intervals. The below ground utilities will be located from one-call locate paint marks and existing as-built maps. Using the above described information an existing conditions base map will be prepared of the subject project area which will include existing right-of-way lines and centerlines. The survey work will include flaggers to assure safe work in or near the travel lanes.

- 1) Review existing topographic survey. Confirm that data is accurate and complete. Bring survey into compatibility with current City software and layering protocol.
- 2) Take project photos

Deliverables:

- 1) Updated project base map
- 2) Project Photos
- 3) Site distance measurements to end of queue due to proposed traffic signal.

Subtask 2.2 – Traffic Data

CONSULTANT will coordinate with a sub-consultant to collect peak hour turning movement traffic count and 24 hour link volumes at the intersection. CONSULTANT will request collision data from both WSDOT and the City for most recent 5 years. CONSULTANT will request a 20 year forecast of the PM peak hour volumes for the intersection.

Deliverables:

- 1) AM and PM peak hour turning movement count data including pedestrian and bicycle counts
- 2) 24 hour hose counts on all 4 legs entering and exiting the intersection
- 3) Collision data summary
- 4) RTC 20 year PM peak hour forecast

Subtask 2.3 – Geotechnical Investigation

2.3.0 Field Work

2.3.1.1 Site Reconnaissance and Utility Locates

The CONSULTANT will conduct a reconnaissance to familiarize themselves with the site. Relevant features will be noted and the exploration locations marked for the utility locators. The CONSULTANT will notify the “One Call Locating” utility locating service.

2.3.1.2 Borings

The CONSULTANT will advance the following borings:

- Four borings at the subject intersection for evaluation of proposed signal pole locations. These borings will be drilled to depths of approximately 20 feet below ground surface, or to refusal on bedrock, whichever comes first.
The borings will be advanced with a truck-mounted drill rig. The CONSULTANT will continuously observe the explorations, log the subsurface conditions, collect representative soil and rock samples, and transport all samples to the laboratory for further visual examination and testing. Soil samples will be obtained at 2-1/2- or 5-foot depth intervals by driving split-spoon samplers in accordance with the Standard Penetration Test procedure (ASTM D 1586).

2.3.1.3 Traffic Control and Permits

The CONSULTANT will implement traffic control measures during advancement of the borings at the intersection. Prior to start of the field work, the CONSULTANT will submit a traffic control plan to the CITY

for review and approval. If needed, the CONSULTANT will also obtain a “street use” permit for the borings to be drilled at the intersection.

2.3.1.4 Sample Review and Laboratory Testing

Soil samples obtained from the explorations will be visually classified in the field by the CONSULTANT and in the CONSULTANT’S geotechnical laboratory based on the Unified Soil Classification System (USCS) and American Society for Testing and Materials (ASTM) classification methods.

The CONSULTANT will conduct a series of geotechnical laboratory tests on selected soil samples obtained from the explorations to evaluate the engineering and index properties of the site soils. We anticipate that geotechnical laboratory tests will include up to 8 moisture content determinations, and 4 percent fines determinations.

2.3.2.0 Office Work

2.3.2.1 Document Review and Research

The CONSULTANT will review readily available geologic maps and water well logs that cover the site vicinity, and other reports provided by the CITY (if any), for general information regarding subsurface soil and groundwater conditions, and geologic hazards.

2.3.2.2 Engineering Analysis

The CONSULTANT will conduct engineering analysis to evaluate soil design parameters for standard WSDOT signal pole foundations. If non-standard foundations are required, then supplemental engineering analysis will be required. (See Optional Task.)

2.3.2.3 Geotechnical Report

The CONSULTANT will prepare a geotechnical report to document findings and recommendations. The geotechnical report will address design and construction issues, including:

- Site and boring location plan(s);
- Description of subsurface soil, rock, and groundwater conditions;
- Site preparation and earthwork recommendations;
- Signal pole foundation designs recommendations;
- Construction considerations.

A draft report will be provided to the CITY for review and comments. A final report will be prepared that addresses review comments from the CITY.

2.3.2.4 Project Management and Meetings

The CONSULTANT will provide geotechnical project management and support services, including coordinating staff and subcontractors, conducting phone consultations and email communications with the design team and CITY. If desired, the CONSULTANT will attend a project kick-off meeting at the CITY and a separate meeting to discuss the work findings.

2.3.2.5 Supplemental Engineering Analysis (Optional Task)

If non-standard signal pole foundation systems are required, then CONSULTANT will complete supplemental foundation analysis to evaluate lateral loads on special foundations.

Deliverables:

- 1) Draft Geotechnical Report in electronic (PDF) format.
- 2) Final Geotechnical Report in electronic (PDF) format and 3 hard copies.

Assumptions

The CONSULTANT will:

- Drill borings in both paved and unpaved areas. In accordance with DOE standards, the borings will be backfilled with bentonite chips. The surface will be patched with concrete or cold patch asphalt in paved areas.
- Document exploration locations by measuring with a tape measure from surface landmarks, and estimating surface elevations from the topography map (to be provided by others).
- Perform their work in general accordance with the standard of care of its profession, which means generally accepted professional practices, in the same or similar localities, related to the nature of the work accomplished, at the time the services are performed.

The CITY will:

- Assist in identifying underground utilities where information is currently available.
- Issue the street use permit at no cost to the CONSULTANT.

TASK 3 – PERMITTING AND TRAFFIC ANALYSIS

Subtask 3.1 – Signal Warrant Analysis

CONSULTANT will prepare traffic signal warrant analysis based on the MUTCD 09 Edition and the traffic data collected.

Deliverables:

- a) Prepare signal warrants.

Assumptions:

The intersection will meet warrants based on delay to the cross street traffic.

Subtask 3.2 – Level of Service and Queuing Analysis

CONSULTANT will use the traffic count data, the current lane configuration and the proposed signal operation to estimate the level of service and queue length for both the year of completion and a 20 year forecast conditions. The future year will be based on the Regional Transportation Council's transportation model output. The intent is to verify the existing lane configuration will be adequate for the near term.

Deliverables:

- 1) LOS for current year, year of project completion, and 20 year with and without project.
- 2) Queue length projects for the intersection current year, with signal and 20 year forecast volume with and without signal.

Assumptions:

- 1) Signal meets warrants

- 2) The intersection does not require widening or lengthening of the left turn lanes
- 3) The project will not result in a WSDOT access break

Subtask 3.3 – Application and Permits

CONSULTANT will provide support and coordinate with the WSDOT and the City of Camas on any permitting necessary. WSDOT will likely require a signal permit that is associated with verification this intersection meets signal warrants.

Deliverables:

- 1) Prepared WSDOT permits.
- 2) Prepare City permits.

Assumptions:

- 1) No drainage permits will be required.
- 2) The City will cover all permit fees.
- 3) The project will not result in a WSDOT access break.

TASK 4 – ENVIRONMENTAL

CONSULTANT and will perform the environmental permitting and coordination for this project. This Scope of Work is intended to complete the State Environmental Protection Act (SEPA) documentation for the project.

Subtask 4.1 – SEPA Documentation and Approval

CONSULTANT will supply information to the City for completion of the SEPA documentation, including all needed studies, modeling, and analysis in accordance with State Environmental Policy Act (RCW 43.21C) and SEPA Rules (WAC 197-11). CONSULTANT will coordinate with the City to address comments on the SEPA Checklist and provide support for the SEPA process. The City presently anticipates a SEPA Mitigated Determination of Non Significance.

Deliverables:

- 1) Information and data for the SEPA checklist

Assumptions

- 1) The project will only use local funding for the design.
- 2) Only a SEPA process will be required, no NEPA documentation is required.
- 3) The CONSULTANT will complete and the City will file the SEPA checklist. The City will obtain the Determination of Non-Significance.

TASK 5 – SURVEY AND 30% SIDEWALK DESIGN

As a contingency, provide 30% design of sidewalk between Norwood St to Logan St on the north side of NW 6th Ave.

Subtask 5.1 Provide topographical survey and a base map adequate to provide 30% design.

Deliverable:

- 1) Base map with topographic data of edge of roadway in the vicinity of the proposed sidewalk.

Subtask 5.2 Provide 30% design of sidewalk on the north side of NW 6th Ave from Norwood St to Logan St.

Deliverables:

- 1) Plan view of proposed sidewalk
- 2) Cost estimate

TASK 6 – WSDOT, UTILITY AND CTRAN COORDINATION

CONSULTANT will coordinate with WSDOT, the utility companies and C-Tran for this project.

Subtask 6.1 – WSDOT, Utility and C-Tran Investigation

- 1) Identify all utilities and obtain system mapping from utilities located within the project limits. Use this mapping to verify project base-mapping from survey and existing GIS data.
- 2) Conduct a full reconnaissance of the entire project area to determine visual evidence of underground and aboveground utility facilities and confirm utility provided facility maps and project base map completeness.
- 3) Coordinate with utility providers on three-dimensional location information on select underground utilities that may be in conflict with the project work and coordinate with the utility owners to resolve those potential conflicts.
- 4) Show C-Tran bus stops on base maps.
- 5) Review pedestrian count data from Warrant analysis.
- 6) Review bus stop utilization data from C-Tran.

Subtask 6.2 Coordination Meeting

- 1) Prepare for and attend up to two meetings for strategizing and planning coordination and relocations with City and/or Project Design Team.
- 2) Prepare for WSDOT concerns related to signal warrants, sight distance and roundabout alternative.
- 3) Discuss with C-Tran pedestrian access through the signal to their bus stops on NW 6th Ave.

Deliverable:

- 1) Prepare and transmit meeting agendas and meeting summaries to all concerned parties.

TASK 7 – DESIGN

Subtask 7.1 – 30% Plan Preparation

This item includes all work necessary to bring the design to a 30% design phase for incorporation in the environmental permit documentation.

- 1) The 30% civil plans shall include:
 - a) Cover Sheet
 - b) Legend Sheet
 - c) Plan showing basic roadway geometry information and incorporating recommended striping plan
 - d) Plan sheets showing conceptual layout of traffic signal

Deliverables:

- 1) 30% Civil Plans (3 copies on 11X17 and a PDF of the plan set)
- 2) 30% Construction Cost Estimate

Subtask 7.2 – 60% Submittal

This item includes work necessary to bring the design to a 60% plan phase and determine project impacts and temporary construction permit needs as defined below.

1. The 60% civil plans shall include:
 - a. Cover Sheet
 - b. Legend Sheet
 - c. Traffic signal plan
 - d. Utility Plan – No water, stormwater, sanitary sewer line replacement or installation is proposed or included.
 - e. Preliminary Erosion Control plan with notes and detail sheet
 - f. Preliminary Construction Staging Plans
 - g. Preliminary signing and striping plan.
2. Detailed geometric layout of intersections and grading for ADA purposes.
3. Coordination in Task 7 with dry utility companies for the relocation of their facilities. CONSULTANT will provide AutoCAD copy of the plans to assist the utility companies with their relocations.
4. Calculate quantities and prepare a 60% engineer's estimate of construction costs shown on the civil plans.
5. Submit 60% plan set and cost estimate for review

Deliverables

- 1) 60% Level Plans, including Cost Estimates (3 copies of the plans 11x17 and a PDF of the plan set and cost estimate)

Sub-task 7.3 – 90% Submittal

This item includes all work necessary to bring the design to a 90% plan phase as defined below.

1. Address the 60% comments. The 90% plan set shall include the following and be approximately 9 sheets:
 - a) Cover Sheet
 - b) General Notes and Legend Sheet
 - c) Traffic signal plan

- d) Erosion Control Plan, Notes Detail Sheet
 - e) Utility Plan for water, stormwater, and the joint utility trench
 - f) Miscellaneous Details Sheet
 - g) Signing and Striping Plan
 - h) Site specific Traffic Control Plans
 - i) Construction Signing Plan
 - j) Standard Detail Sheets
2. Compute quantities and prepare an engineer's estimate of construction costs shown on the plans. Identify which bid items will require special provisions.
 3. Prepare 90% Level Project Specifications including current WSDOT amendments, GSP's and special provisions necessary for this project.
 4. Submit 90% plan set, specifications, and cost estimate for review

Deliverables

- 1) 90% Plans, Specifications, and Cost Estimates

Sub-task 7.4 – Final Submittal

This item includes all work necessary to complete the design and prepare the final project bid package.

1. Address the 90% comments. 100% and final design phase plan set shall include:
 - a) Cover Sheet
 - b) General Notes and Legend Sheet
 - c) Erosion Control Plan, Notes Detail Sheet
 - d) Utility Plan for water, stormwater, and the joint utility trench.
 - e) Miscellaneous Details Sheet
 - f) Signing and Striping Plan
 - g) Site specific Traffic Control Plans
 - h) Construction Signing Plan
 - i) Standard Detail Sheets
2. Compute quantities and prepare an engineer's estimate of construction costs
3. Submit 100% PS&E for Review
4. Address City review comments regarding the plans, specs, and estimate
5. Prepare final bid package
6. Submit final bid package

Deliverables

- a. 100% PS&E (3 copies on 11X17 and a pdf of the plan set) Contract Documents in word format and cost estimate in excel. Final CAD drawings and Civil 3D.
- b. Copies of Bid Package, assume a maximum of 3 copies to bidders

Reimbursable Expenses

This work includes non-salary costs associated with printing, mileage, copies, exhibit preparation, etc. Invoices will be submitted with billings for any items covered under reimbursable expenses. Specific items that will be provided under reimbursable expenses include:

- Copies: Expenses for submittal copies as described above.

- Travel: Mileage at current federal rate.
- Delivery: Expenses for courier, package delivery, and mail services.

Extra Work

This work includes any item not covered in the above scope of work or specifically excluded below. This includes Task 5 preparing 30% design of sidewalk and survey from NW Norwood St to NW Logan St on the north side of NW 6th Ave.

Specific Exclusions

The following items of work are specifically excluded from the scope of this agreement:

- Design of any utilities such as water, sewer, stormwater, electric, gas, cable, phone, etc. Coordination with these utilities will be performed as defined in the Utility Coordination Task. Coordination will include confirmation that their changes/improvements properly fit within the proposed project.
- Preparation of Utility Relocation Plans for the various utilities that may be affected by the construction of the project except as necessary for the City owned water, and stormwater utilities which will be designed by CONSULTANT.
- No right of way services are provided include for temporary construction permits.
- The traffic analysis only provides a cursory review of a roundabout alternative. If WSDOT requires a detailed review this will be an extra task.
- Negotiation of utility easements for private utilities.
- Payments of any plan review, application, or permit fees.
- Construction support after bidding, administration, inspection, and materials testing.
- Design changes during construction and change order writing.
- Construction staking, and as-built survey.
- Preparation of as-built drawings.

Client Responsibilities

The City of Camas will provide the following items and / or services:

- Consultant identified pertinent and reasonable maps of the project and other currently available maps, including aerial photos, assessor maps, and standard details.
- Provide copy of any existing plans, specifications, as-builts, geotechnical reports, and other design documentation for the site vicinity.
- Provide final approval of all materials produced for Public Outreach, including external documents, plans, strategies and talking points.
- Provide copies of notes/summaries from previous public outreach efforts and public hearings.
- Assist CONSULTANT in arranging for safe access to enter upon public and private property as required for CONSULTANT and subconsultants to perform services included in this scope of work.
- Direction regarding decisions related to design standards and design related issues.
- Pay any fees associated with this project (application fees, plan review fees, permit fees etc.).
- Provide CONSULTANT with city standard specifications, details, and project notes.

Exhibit C
Electronic Exchange of Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

B. Roadway Design Files

Civil3D

C. Computer Aided Drafting Files

AutoCadd

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

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

See scope of work for deliverables

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

See scope of work for provided materials

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D-3 Payment (Negotiated Hourly Rate)

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

1. **Hourly Rates:** The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibit "E" and "F" attached hereto and by this reference made part of this AGREEMENT. The rates listed shall be applicable for the first twelve (12) month period and shall be subject to negotiation for the following twelve (12) month period upon request of the CONSULTANT or the AGENCY. If negotiations are not conducted for the second or subsequent twelve (12) month periods within ninety (90) days after completion of the previous period, the rates listed in this AGREEMENT, or subsequent written authorization(s) from the AGENCY shall be utilized. The rates are inclusive of direct salaries, payroll additives, overhead, and fee. The CONSULTANT shall maintain support data to verify the hours billed on the AGREEMENT.

2. **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 sub-consultant costs.
 - a. Air or train travel will be reimbursed only to economy class levels 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 AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 CFR Part 31.205-46 "Travel Costs."
 - b. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
 - c. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request.
 - d. All above charges must be necessary for the services provided under this AGREEMENT.

3. **Management Reserve Fund:** The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."

4. **Maximum Total Amount Payable:** The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
5. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly billing shall be supported by detailed statements for hours expended at the rates established in Exhibit "E", 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 PROJECT at the time of the interview.
6. **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 work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) 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. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

7. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) 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 contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

Exhibit D-4

Payment (Provisional Hourly Rate)

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

1. Hourly Rates: The CONSULTANT shall be paid by the AGENCY for work done based upon the provisional hourly rates shown in Exhibit "E" and "F" attached hereto and by this reference made part of this AGREEMENT. The actual hourly rates will be determined by an audit of the CONSULTANT'S last completed fiscal year and/or their current projected fiscal year. The provisional and/or audited rates listed shall be applicable for the first twelve (12) month period and shall be subject to negotiation for the following twelve (12) month period upon request of the CONSULTANT or the AGENCY. If negotiations are not conducted for the second or subsequent twelve (12) month periods within ninety (90) days after completion of the previous period, the rates listed in this AGREEMENT, or subsequent written authorization(s) from the AGENCY shall be utilized. The rates are inclusive of direct salaries, payroll additives, overhead, and fee. The CONSULTANT shall maintain support data to verify the hours billed on the AGREEMENT.

In the event re-negotiation of the hourly rates is conducted, the AGENCY reserves the right to audit for any change in the overhead rate currently in use by the CONSULTANT and modify the hourly rates to be paid to the CONSULTANT subsequent to the re-negotiation accordingly. Any changes in the CONSULTANT'S fixed hourly rates may include salary or overhead adjustments.

2. 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 sub-consultant costs.
 - a. Air or train travel will be reimbursed only to economy class levels 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 AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 CFR Part 31.205-46 "Travel Costs."
 - b. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
 - c. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request.

- d. All above charges must be necessary for the services provided under this AGREEMENT.
3. Management Reserve Fund: The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."⁴. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
4. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "E" 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 PROJECT at the time of the interview.
5. 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 work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) 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. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

6. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) 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 contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

Exhibit E-2
 Sheet 1 of 2
 Consultant Fee Determination - Summary Sheet
 (Specific Rates of Pay)
 Fee Schedule

HDJ Design Group, PLLC

<u>Personnel</u>	<u>Billing Rate</u>	
Engineer - Principal	\$190.00	
Engineer - Associate Principal	\$175.00	
Engineer - Manager VI	\$144.00	
Engineer - Project V	\$132.00	
Engineer IV	\$121.00	
Engineer III	\$110.00	
Engineer II	\$101.00	
Engineer I	\$93.00	
Design Technician - IV	\$112.00	
Design Technician - III	\$108.00	
Design Technician - II	\$100.00	
Design Technician - I	\$88.00	
Traffic Engineer - Manager VI	\$152.00	
Traffic Engineer - Project V	\$126.00	
Traffic Technician	\$115.00	
Traffic Counter	\$68.00	
Geotechnical Engineering	\$144.00	
Geohydrologist	\$144.00	
Geophysicist	\$144.00	
Surveyor - Principal	\$142.00	
Surveyor - Manager	\$133.00	
Surveyor - PLS	\$115.00	
Surveyor - LSIT	\$93.00	
Survey Technician - 1	\$85.00	
Surveyor Assistant	\$68.00	
Crew Chief - 3 person	\$189.00	
Crew Chief - 2 Person	\$145.00	
Crew Chief - Person W/Robotic Equipment	\$122.00	
Landscape - Manager VI	\$134.00	
Landscape - Project V	\$118.00	
Landscape IV	\$101.00	
Landscape -III	\$88.00	
Landscape II	\$82.00	
Landscape I	\$77.00	
Planning - Manager V	\$126.00	
Planner - Project IV	\$112.00	
Planner - III	\$94.00	
Planner - II	\$82.00	
Planner - I	\$77.00	
Construction - Sr. Manager VI	\$140.00	
Construction - Manager V	\$126.00	\$165.00 OT
Construction Inspector - III	\$106.00	\$140.00 OT
Construction Inspector - II	\$88.00	\$114.00 OT
Construction Inspector - I	\$76.00	\$110.00 OT
CADD - Manager	\$115.00	
CADD Drafter - III	\$88.00	
CADD Drafter - II	\$79.00	
CADD Drafter - I	\$68.00	
Graphic Specialist	\$88.00	
Administrative	\$60.00	

Direct Non-Salary Expenses Cost+10%

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

The above hourly rates are based on a WSDOT conditional provisional indirect cost rate and will be applicable until a new WSDOT audited rate is available and shall be subject to negotiation for the following 12 month period.

Exhibit F
Breakdown of Overhead Cost

Hash, Kenneth F.

From: Kelsey, Stacie <KelseyS@wsdot.wa.gov>
Sent: Monday, April 07, 2014 9:52 AM
To: Jellison, Gregory P.; Hash, Kenneth F.
Subject: Conditional Rate

Hi Greg,

I have been in contact with Martha Roach regarding the indirect cost rate discussion/review. I am hopeful we can establish something mutually acceptable – so we can move this engagement forward. Here is what I have in mind:

I am offering a conditional provisional indirect cost rate of 150%, and fixed fee of 25%, with the understanding that your office will complete a desk review through WSDOT's Internal Audit Office prior to June 30, 2014.

Upon successful completion of a desk review you will be able to renegotiate to implement the new approved indirect cost rate. The new indirect cost rate would be applied from the point of approval forward, on current and future contracts.

We hope this offer enables everyone to move forward in a mutually beneficial way, quickly! Please feel free to contact me with any questions or concerns.

Best Regards,

Stacie Kelsey

*Stacie Kelsey
Local Programs
Standards & Procedures Engineer
Monday-Thursday 6:00-3:30 &
Friday 6:00 - 10:00
(360) 705-7383 office
(360) 239-5362 cell*

*"Motivation is what gets you started
Habit is what keeps you going."*

**Exhibit E-2
Sheet 2 of 2
Consultant Fee Determination - Summary Sheet
(Specific Rates of Pay)
Fee Schedule**

**HDJ Design Group, PLLC
Rates**

BILLING RATES

<u>Personnel/Class.</u>	Overhead (OH)= 150.00%		Profit(P)= 25%		=	Max <u>Billing Rate*</u>
	Max <u>Pay Rate*</u>	+	<u>OH*PR</u>	+		
Engineer - Principal	\$80.00		\$120.00		\$20.00	\$220.00
Engineer - Associate Principal	\$65.00		\$97.50		\$16.25	\$178.75
Engineer - Manager VI	\$57.00		\$85.50		\$14.25	\$156.75
Engineer - Project V	\$48.00		\$72.00		\$12.00	\$132.00
Engineer IV	\$44.00		\$66.00		\$11.00	\$121.00
Engineer III	\$40.00		\$60.00		\$10.00	\$110.00
Engineer II	\$37.00		\$55.50		\$9.25	\$101.75
Engineer I	\$34.00		\$51.00		\$8.50	\$93.50
Design Technician - IV	\$43.00		\$64.50		\$10.75	\$118.25
Design Technician - III	\$40.00		\$60.00		\$10.00	\$110.00
Design Technician - II	\$37.00		\$55.50		\$9.25	\$101.75
Design Technician - I	\$32.00		\$48.00		\$8.00	\$88.00
Traffic Engineer - Manager VI	\$57.00		\$85.50		\$14.25	\$156.75
Traffic Engineer - Project V	\$46.00		\$69.00		\$11.50	\$126.50
Traffic Technician	\$42.00		\$63.00		\$10.50	\$115.50
Traffic Counter	\$25.00		\$37.50		\$6.25	\$68.75
Geotechnical Engineering	\$57.00		\$85.50		\$14.25	\$156.75
Geohydrologist	\$57.00		\$85.50		\$14.25	\$156.75
Geophysicist	\$57.00		\$85.50		\$14.25	\$156.75
Surveyor - Principal	\$65.00		\$97.50		\$16.25	\$178.75
Surveyor - Manager	\$55.00		\$82.50		\$13.75	\$151.25
Surveyor - PLS	\$42.00		\$63.00		\$10.50	\$115.50
Surveyor - LSIT	\$34.00		\$51.00		\$8.50	\$93.50
Survey Technician - 1	\$31.00		\$46.50		\$7.75	\$85.25
Surveyor Assistant	\$25.00		\$37.50		\$6.25	\$68.75
Crew Chief - 3 person	\$69.00		\$103.50		\$17.25	\$189.75
Crew Chief - 2 Person	\$53.00		\$79.50		\$13.25	\$145.75
Crew Chief - Person W/Robotic Equipment	\$47.00		\$70.50		\$11.75	\$129.25
Landscape - Manager VI	\$49.00		\$73.50		\$12.25	\$134.75
Landscape - Project V	\$43.00		\$64.50		\$10.75	\$118.25
Landscape IV	\$37.00		\$55.50		\$9.25	\$101.75
Landscape -III	\$32.00		\$48.00		\$8.00	\$88.00
Landscape II	\$30.00		\$45.00		\$7.50	\$82.50
Landscape I	\$28.00		\$42.00		\$7.00	\$77.00
Planning - Manager V	\$46.00		\$69.00		\$11.50	\$126.50
Planner - Project IV	\$41.00		\$61.50		\$10.25	\$112.75
Planner - III	\$35.00		\$52.50		\$8.75	\$96.25
Planner - II	\$30.00		\$45.00		\$7.50	\$82.50
Planner - I	\$28.00		\$42.00		\$7.00	\$77.00
Construction - Sr. Manager VI	\$51.00		\$76.50		\$12.75	\$140.25
Construction - Manager V	\$46.00		\$69.00		\$11.50	\$126.50
Construction Inspector - III	\$40.00		\$60.00		\$10.00	\$110.00
Construction Inspector - II	\$33.00		\$49.50		\$8.25	\$90.75
Construction Inspector - I	\$28.00		\$42.00		\$7.00	\$77.00
CADD - Manager	\$42.00		\$63.00		\$10.50	\$115.50
CADD Drafter - III	\$34.00		\$51.00		\$8.50	\$93.50
CADD Drafter - II	\$29.00		\$43.50		\$7.25	\$79.75
CADD Drafter - I	\$25.00		\$37.50		\$6.25	\$68.75
Graphic Specialist	\$32.00		\$48.00		\$8.00	\$88.00
Administrative	\$23.00		\$34.50		\$5.75	\$63.25
	0		\$0.00		\$0.00	\$0.00

*Max pay rate and billing rates shown. Agency will be invoiced at rates shown on sheet 1 of 2.

EXHIBIT G-2
SUBCONSULTANT FEE DETERMINATION - SUMMARY SHEET
(Specific Rates of Pay)
Fee Schedule

Project: NW 6th and Norwood Traffic Signal
Subconsultant: Hart Crowser
Task: Geotechnical Investigation

Job Title	Hourly Rate	Overhead @ 203.19%	Profit @ 30.00%	Rate per Hour
Senior Principal	\$77.99	\$158.47	\$23.40	\$ 259.85
Principal	\$70.82	\$143.90	\$21.25	\$ 235.97
Senior Associate	\$55.44	\$112.65	\$16.63	\$ 184.72
Associate	\$46.26	\$94.00	\$13.88	\$ 154.13
Senior Project	\$35.50	\$72.13	\$10.65	\$ 118.28
Project	\$31.16	\$63.31	\$9.35	\$ 103.82
Senior Staff	\$28.63	\$58.17	\$8.59	\$ 95.39
Staff	\$24.43	\$49.64	\$7.33	\$ 81.40
Drafter	\$27.16	\$55.19	\$8.15	\$ 90.49
Technician	\$22.25	\$45.21	\$6.68	\$ 74.13
Project Assistant	\$23.95	\$48.66	\$7.19	\$ 79.80

**Exhibit G-3
Breakdown of Subconsultants Overhead Cost**

Account Title	\$ Beginning Total	% of Direct Labor
Direct Labor		
Overhead Expenses:		
FICA		
Unemployment		
Health/Accident Insurance		
Medical Aid & Industrial Insurance		
Holiday/Vacation/Sick Leave		
Commission/Bonus/Pension		
Total Fringe Benefits		
General Overhead:		
State B&O Taxes		
Insurance		
Administration & Time Not Assignable		
Printing, Stationery & Supplies		
Professional Services		
Travel Not Assignable		
Telephone & Telegraph Not Assignable		
Fees, Dues & Professional Meetings		
Utilities & Maintenance		
Professional Development		
Rent		
Equipment Support		
Office, Miscellaneous & Postage		
Total General Overhead		
Total Overhead (General + Fringe)		
Overhead Rate (Total Overhead / Direct Labor)		203.19%

See Attached WSDOT Overhead Audit Letter
(Dated February 10, 2014)



February 10, 2014

TO: Erik Jonson, WSDOT Contracts Administrator
MS 47323

FROM: Martha Roach, Agreement Compliance Audit Manager

*SAM - Schatzie Harvey
for Martha Roach*

SUBJECT: Hart Crowser, Inc. Indirect Cost Rate for fiscal year end June 30, 2013

We accept the audit work performed by T. Wayne Owens & Associates, PC related to Hart Crowser's Indirect Cost Rate for the above referenced fiscal year. T. Wayne Owens & Associates audited Hart Crowser's indirect costs for compliance with Federal Acquisition Regulations (FAR), Subpart 31; our office did not review their audit work.

Based on our acceptance of the CPA's audit, we are issuing this memo establishing Hart Crowser's Indirect Cost Rate for fiscal year ending June 30, 2013 at 203.19% of direct labor (rate includes 0.22% Facilities Cost of Capital).

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

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

If you have any questions, feel free to call me at (360) 705-7006 or via email at roachma@wsdot.wa.gov

MR:ds

Attachment

cc: Steve McKerney
File

HART CROWSER, INC.
STATEMENT OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD
FOR THE YEAR ENDED JUNE 30, 2013

Description	Financial Stmt Expense	Unallowable Costs	FAR Ref	Total Proposed	% of Direct Labor
Direct Labor	\$ 4,207,908	\$ -		\$ 4,207,908	
INDIRECT COSTS					
Fringe Benefits:					
Vacation, sick, holiday	\$ 915,556	\$ -		\$ 915,556	
Incentive Compensation	678,166	-		678,166	
Retirement plan contributions	274,334	-		274,334	
Employee group insurance	839,554	-		839,554	
Payroll taxes	646,731	(14,811)	(1)	631,920	
Worker's compensation	27,838	-		27,838	
Other employee benefits	20,410	-		20,410	
Total Fringe Benefits	\$ 3,402,589	\$ (14,811)		\$ 3,387,778	80.51%
General Overhead:					
Indirect labor	\$ 1,641,058	\$ (3,250)	(2)	\$ 1,637,808	
Bad debt	50,000	(50,000)	(16)	-	
Bank Charges and Processing Fees	6,816	-		6,816	
Bids and proposals	1,513,817	(288,218)	(3)(4)(5)(6)(7)(8)(9)	1,225,599	
Accounting Fees	17,896	-		17,896	
Advertising	10,464	(10,464)	(3)(4)	-	
Automobile expense	100,063	(787)	(10)	99,276	
Contributions	3,040	(3,040)	(6)	-	
Depreciation and amortization	301,162	(45,000)	(11)	256,162	
Dues and professional licenses	33,874	(6,629)	(5)(8)(12)	27,245	
Entertainment/employee morale	63,322	(42,280)	(5)(7)	21,042	
Fines and penalties	39	(39)	(17)	-	
Insurance	132,946	-		132,946	
Interest	14,980	(14,980)	(13)	-	
Leased equipment	13,023	-		13,023	
Meals expense	70,070	(17,851)	(3)(5)(9)(14)	52,219	
Office supplies and postage	110,870	-		110,870	
Professional services	99,717	-		99,717	
Recruitment expense	47,555	(23)	(4)	47,532	
Rent	914,488	(11)	(13)	914,477	
Repairs and maintenance	39,453	-		39,453	
Seminars and professional education	100,429	(1,632)	(3)(9)	98,797	
Supplies	65,070	-		65,070	
Taxes and licenses	809,110	(418,188)	(12)(15)	390,922	
Telecommunications	241,954	-		241,954	
Travel	76,813	(19,239)	(3)(4)	57,574	
Recovery accounts	(403,463)	-		(403,463)	
Total General Overhead	\$ 6,074,566	\$ (921,631)		\$ 5,152,935	122.46%
Total Indirect Costs	\$ 9,477,155	\$ (936,442)		\$ 8,540,713	202.97%
Facilities Capital Cost of Money (FCCM)				\$ 9,462	0.22%

See accompanying independent auditors' report and notes.

HART CROWSER, INC.
DESCRIPTION OF FAR REFERENCES AND AUDIT ADJUSTMENTS
FOR THE YEAR ENDED JUNE 30, 2013

- (1) 31.201-6 (a) Accounting for unallowable costs - When an unallowable cost is incurred, its directly associated costs are also unallowable.
- (2) 31.205-6(m)(2) - Compensation for Personal Services - The portion of the cost of a company-furnished automobile that related to personal use is unallowable.
- (3) 31.205-1 (f) Public relations and advertising costs - Public relations and advertising costs designed to call favorable attention to the contractor and its activities is unallowable.
- (4) 31.205-46 (a) 2 Travel costs – Costs that exceed, on a daily basis, the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations are unallowable.
- (5) 31.205-14 - Entertainment costs - Costs of amusement, diversions, social activities, and any directly associated costs such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities are unallowable.
- (6) 31.205-8 Contributions or donations - Contributions or donations, including cash, property and services, regardless of recipient, are unallowable.
- (7) 31.205-13 (b) Employee morale, health, welfare, food service, and dormitory costs and credits - Costs of gifts are unallowable.
- (8) 31.205-22 (a) (1) Lobbying and political activity costs - Costs associated with attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activities are unallowable.
- (9) 31.201-2(d) Determining allowability - Costs not supported with documentation are unallowable.
- (10) 31.202 (a) Direct costs - Direct costs of the contract shall be charged directly to the contract. All costs specifically identified with other final cost objectives of the contractor are direct costs of those cost objectives and are not to be charged to the contract directly or indirectly.
- (11) 31.205-49 Goodwill - Any costs for amortization, expensing, write-off, or write down of goodwill (however represented) are unallowable.
- (12) 31.201-2 (d) - Determining allowability - Accounting for costs for another period are unallowable.
- (13) 31.205-20 - Interest and other financial costs - Interest on borrowings (however represented) are unallowable.
- (14) 31.205-51 Costs of alcoholic beverages - Costs of alcoholic beverages are unallowable.
- (15) 31.205-41 (b) (1) Taxes - Federal income and excess profits taxes are unallowable.
- (16) 31.205-3 Bad debts - Bad debts, including actual or estimated losses arising from uncollectible accounts receivable due from customers and other claims, and any directly associated costs such as collection costs, and legal costs are unallowable.
- (17) 31.205-15 Fine, penalties, and mischarging costs - Costs of fines and penalties are unallowable.

Exhibit H Title VI Assurances

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

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during the 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 the 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 AGENCY, 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, 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 the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, 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 AGENCY, STATE 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 and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Exhibit I
Payment Upon Termination of Agreement
By the Agency Other Than for
Fault of the Consultant

(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

Exhibit J

Alleged Consultant Design Error Procedures

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

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

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Highways and 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 H&LP, through the Region

Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.

- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 – Forward Documents to Highways and Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Highways and Local Programs Engineer to H&LP for their review and consultation with the FHWA. H&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, H&LP will request assistance from the Attorney General's Office for legal interpretation. H&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. H&LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit K

Consultant Claim Procedures

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

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

Step 1 – Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Highways and 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 Highways and Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

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

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

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

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs 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 Highways and 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.

Exhibit M-1(a)
Certification Of Consultant

Project No. _____
Local Agency _____

I hereby certify that I am Gregory P. Jellison and duly authorized representative of the firm of HDJ Design Group, PLLC whose address is 314 W. 15th Street, Vancouver, WA 98660 and that neither I nor the above firm I here represent has:

- (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 the 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 available 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.

Date

Signature

Exhibit M-1(b)
Certification Of Agency Official

I hereby certify that I am the AGENCY Official of the Local Agency of City of Camas, Washington, and that the consulting firm 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 available 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.

.....
Date

.....
Signature

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

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

Consultant (Firm): HDJ Design Group, PLLC

(Date)

(Signature) President or Authorized Official of Consultant

Exhibit M-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 an 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 any 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 and not more than \$100,000 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 subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Consultant (Firm): HDJ Design Group, PLLC

.....
(Date)

.....
(Signature) President or Authorized Official of Consultant

Exhibit M-4
Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 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 NW 6th and Norwood Traffic Signal Project * are accurate, complete, and current as of June 20, 2014 **. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm HDJ Design Group, PLLC
Name Gregory P. Jellison
Title Member/Principal
Date of Execution*** _____

* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

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

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

EXHIBIT B-2

NW 6th Ave and Norwood Traffic Signal

Task and Description	HDI Design Group PLLC (Engineering/Management)													HDI TOTAL	SUBCONSULTANTS				SUB TOTAL	BUDGET AMOUNT
	ENG-Prncpl	Traffic Eng- Project V	ENG-Prjt V	ENG-I	Tr Tech III	LA-Project V	TECH-IV	Survey-Mng	Survey-2 Person	Survey LST	CAD-III	ADMIN	Expense		Traffic Roger Waters	Geotechnical Hart Crowser	Traffic Counts All Traffic Data	Environmental Widener		
TASK 1 - PROJECT ADMINISTRATION														4,920.00						\$4,920.00
Sub-task 1.1 Contract Administration, Invoicing, and Progress Reports	1.00	6.00										4.00		1,248.00					0.00	\$1,248.00
Sub-task 1.2 Meetings	2.00	24.00												3,672.00					0.00	\$3,672.00
TASK 2 - DATA COLLECTION														5,516.00						\$18,766.00
Sub-task 2.1 Surveying and Base Map		1.00						2.00	16.00	16.00			500.00	4,808.00	250.00			250.00	\$5,058.00	
Sub-task 2.2 Traffic Count and model run		1.00											700.00	570.00			1,000.00	1,000.00	\$1,570.00	
Sub-task 2.3 Geotechnical Investigation		1.00												138.00		12,000.00		12,000.00	\$12,138.00	
TASK 3 - PERMITTING AND TRAFFIC ANALYSIS														1,774.00						\$1,774.00
Sub-task 3.1 Traffic Signal Warrant Analysis		2.00						5.00						856.00					0.00	\$856.00
Sub-task 3.2 Level of Service and Queuing Analysis		2.00						2.00						508.00						\$508.00
Sub-task 3.3 Application and Permits		2.00	1.00											410.00					0.00	\$410.00
TASK 4 - ENVIRONMENTAL														2,132.00						\$2,132.00
Sub-task 4.7 SEPA Documentation and Approval			2.00	8.00			8.00							2,132.00					0.00	\$2,132.00
TASK 5 - Survey and 30% Sidewalk Design														4,707.00						\$4,707.00
Sub-task 5.1 Survey of area of proposed sidewalk		1.00							1.00	6.00	6.00			1,735.00					0.00	\$1,735.00
Sub-task 5.2 30% Design and Cost estimate			2.00	4.00								16.00		2,972.00					0.00	\$2,972.00
TASK 6 - UTILITY AND C-TRAN COORDINATION														1,152.00					0.00	\$1,152.00
Subtask 6.1 - Utility and C-Tran Investigation		1.00						3.00						438.00					0.00	\$438.00
Subtask 6.2 - Coordination Meeting			3.00					3.00						714.00					0.00	\$714.00
														0.00					0.00	\$0.00
TASK 7 - DESIGN														6,024.00						\$16,024.00
Sub-task 7.1 - 30% Plan Preparation	1.00	4.00	1.00				4.00						2.00	1,506.00	2,500.00			2,500.00	\$4,006.00	
Sub-task 7.2 - 60% Submittal	1.00	4.00	1.00				4.00						2.00	1,506.00	2,500.00			2,500.00	\$4,006.00	
Sub-task 7.3 - 90% Submittal	1.00	4.00	1.00				4.00						2.00	1,506.00	2,500.00			2,500.00	\$4,006.00	
Sub-task 7.4 - Final Submittal	1.00	4.00	1.00				4.00						2.00	1,506.00	2,500.00			2,500.00	\$4,006.00	
TASK 8 - CONSTRUCTION SERVICES																				\$0.00
Sub-task 8.1 Bidding and Award Assistance														0.00					0.00	\$0.00
<i>Reimbursable Expenses</i>														600.50						\$600.50
<i>Copies</i>													100.00	100.00						\$100.00
<i>Travel</i>													100.00	100.00					0.00	\$100.00
<i>BB&O Tax 1.8%</i>													400.50	400.50						\$400.50
TOTAL HOURS	7.00	60.00	9.00	18.00	25.00	8.00	8.00	3.00	22.00	22.00	24.00	4.00								
HOURLY RATES	180.00	138.00	134.00	100.00	116.00	133.00	112.00	133.00	148.00	96.00	88.00	60.00								
TOTAL DOLLARS	\$ 1,260.00	\$ 8,280.00	\$ 1,206.00	\$ 1,800.00	\$ 2,900.00	\$ 1,064.00	\$ 896.00	\$ 399.00	\$ 3,256.00	\$ 2,112.00	\$ 2,112.00	\$ 240.00	\$ 1,300.50	\$ 26,825.50	\$ 10,250.00	\$ 12,000.00	\$ -	\$ 23,250.00	\$50,075.50	

Exhibit A
Otak Inc
Camas Julia Street Pond Retrofit Design
Scope of Work
June 27, 2014
Camas Project: SS-593

I. Project Understanding

The Julia Street Stormwater Pond was designed with the Columbia Ridge subdivision and detains stormwater from both the Columbia Ridge and Oakridge Estates subdivisions. The pond sits in the bottom of the drainage that separates the two subdivisions, and the seasonal stream that flows through the valley is routed under the pond in a 36-inch pipeline.

There are a number of issues with the current configuration of the pond. The main issue is that sediment and debris that flows down the valley routinely plug the bypass pipe for the seasonal stream, and the stream overflows into the stormwater pond, reducing its capacity and effectiveness, and depositing sediment in the pond. Another concern is that a large scour hole has been created where flows from the pond discharge, and significant erosion has occurred downstream of the pond.

This scope of work is to develop a solution for these issues. The project includes conducting an alternatives analysis, meeting with permitting agencies to review alternatives, and meeting with local homeowners associations to review alternatives. The city has defined the following goals for this project:

1. Restore and enhance the creek system;
2. Can be permitted through the various agencies;
3. Restore the design capacity of the stormwater facility;
4. Protect and/or enhance the downstream infrastructure and habitat.

II. Scope of Work

The following provides a detailed description of each task proposed for this project. A level of effort and fee estimate is included as a separate document.

Task I Survey and Mapping

This task will include:

- Perform a limited topographic survey of the current pond and potential future pond locations, consisting of:
 - Obtaining data within the cleared area where the pond is currently located.
 - Tying pipes and structures within and near the pond.
 - Tying the treeline around the pond.

Scope of Work

- Tying the stream channel between the pond and Julia Street.
- Tying the culvert under Julia Street.
- Tying approximately 200 feet of curb line on both sides of Julia Street.
- Prepare topographic/right-of-way basemap including:
 - Ground topographic data.
 - Ground digital terrain model.
 - Underground utilities and inverts.
- Compile utility as-built records and locations for public and private utilities (water, sanitary sewer, storm sewer, electric, telephone, gas, etc.).

Assumptions:

- GIS data can be used for the park area on the west side of Julia Street, so no topographic data will be collected there.

Deliverables:

- Electronic topographic base map with updated DTM, control, datum information.
- Draft and final legal descriptions and exhibit maps for permanent and temporary construction easements as identified.

Task 2 Alternatives Analysis

This task will include the evaluation of up to four alternatives and sub-alternatives for meeting the city's defined goals, as listed on page one. The process to be used is as follows:

- Develop an initial list of potential options.
- Screen the list down to four options for further review.
- Evaluate the four options with the following criteria:
 - Effectiveness at meeting the city's goals, as listed on page one of this scope;
 - Environmental permitting concerns as determined through meetings with the permitting agencies;
 - Construction costs;
 - Ability to meet grant funding;
 - Neighborhood acceptance;
 - Right of way requirements.
- Meet with the city to review the process and select a preferred alternative.
- Document findings in a memorandum.
- Prepare 30 percent drawings for use with grant applications.

Alternatives considered will potentially include:

1. Install a debris and sediment collector, leaving the pond and stream in their current locations. This task will also include a field analysis of the sediment sources to see if there are options for reducing the amount of sediment coming down the valley.

2. Move the pond to the south side of the valley, and daylight the creek on the north side of the valley.
3. Move the pond downstream, on the west side of Julia Street and restore the stream in the current pond location.
 - a. A sub-alternative to this option will be to include some storage facilities in the current pond location such that the existing culvert under Julia Street would not need to be replaced.
4. Route the stream through the pond in its current location, and enlarge the pond to accommodate additional flow.

It is important to develop a solution that may be permitted by the various agencies. Potential permits, depending on the alternative selected include:

1. U.S. Army Corps of Engineers (Corps) Section 404 Permit;
2. Washington State Department of Ecology (Ecology) Section 401 Water Quality Certification;
3. Washington State Department of Fish and Wildlife (WDFW) Hydraulic Project Approval (HPA);
4. State Environmental Policy Act (SEPA);
5. City Critical Areas ordinance.

To incorporate input from federal and state permitting agencies, a meeting will occur early in the alternatives analysis process. The purpose is to have the team and agency staff members discuss the project so the Otak team can gain an understanding of any resource concerns and the type of permit (e.g., Nationwide vs. Individual) for each alternative. This information may significantly influence the design elements and the selection of the preferred alternative.

Once the preferred alternative is selected, drawings would be advanced to approximately a 30 percent level for submittal with grant applications. The 30 percent submittal package will include:

1. 30 percent plans, which will include:
 - a. Cover sheet
 - b. Notes and legend sheet
 - c. Erosion control sheets
 - d. Plan views and typical sections

Assumptions:

- Two design team meetings will be held at the Otak offices, including one Normandeau and two Otak staff attending. Meeting and preparation time are not to exceed two hours.
- One meeting with agency staff in Vancouver to discuss alternatives, including one Normandeau and one Otak staff attending. Meeting and preparation time are not to exceed three hours.

Scope of Work

- One meeting at the City to select preferred alternative, including one Normandeau and one Otak staff attending. Meeting and preparation time are not to exceed four hours.
- One meeting at the City to present and discuss the draft Alternatives Analysis Memorandum, including one Normandeau and one Otak staff attending. Meeting and preparation time are not to exceed four hours.
- One review cycle by the City of the draft memorandum.
- No field resource investigations or inventories by Normandeau are included in this scope.

Deliverables:

- Draft and final Alternatives Analysis Memo for City review
- Draft and final 30 percent drawings

Task 3 Public Involvement

This task will include:

- Preparation of a letter to be sent to homeowners associations notifying them of the project and the city's plan for the development of alternatives.
- Meeting with up to four homeowners associations to discuss the project and potential sites for the pond.
- Developing project information including: plan sets, long plots, typical sections, project data sheets, etc. to present at HOA meetings.

Meetings:

- Four meetings with local homeowner associations.

Assumptions:

- The scope does not include preparation and mailing of the letter to HOAs.
- Project information includes up to two hard copy sets of plans for public review, one long plot, and up to 100 copies of one project data sheet.

Deliverables:

- Content of letter to HOAs.
- Meeting documentation.
- Support text and graphics for project information.

Task 4 Real Property Services

A budget has been set aside for potential services required from a right-of-way firm. If needed, Right-of-Way Associates (ROWA) will be used for these services.

Task 5 Project Management

This project management task includes the following work activities:

- Implementation of Otak's QA/QC plan.

- Coordinate between tasks and team members. Document meeting decisions and action items, assign activities to team members, and follow up to ensure timely resolution.
- Preparation and maintenance of a Microsoft Project design schedule with individual task milestones, task duration, individual responsibilities of subconsultants and City staff, agencies, utilities, etc.
- Monthly progress reports to be submitted with billings. Monthly progress reports will reflect hourly/percent complete progress for each activity and identify budget status and tasks performed to date during the billing period.

Assumptions:

- Project will last four months.
- Up to four updates of the project schedule are included.

Deliverables:

- Meeting notes from each meeting.
- Monthly status reports and invoices.
- Development and maintenance of the project schedule.

Julia Street Pond Retrofit Alternatives Analysis

Fee Estimate

Summary of Otak, Inc. and all subconsultants

Job No. 17261

<i>Task</i>	<i>Description</i>	<i>Otak</i>	<i>Normandeau</i>	<i>Total Hours</i>	<i>Total Budget by Task</i>
1	Survey and Mapping	38	0	38	\$5,106
2	Alternatives Analysis	282	32	314	\$31,860
3	Public Involvement	20	0	20	\$2,292
4	Right of Way	2	0	2	\$338
5	Project Management	24	10	34	\$4,351
	<i>Total Hours</i>	366	42	408	
	<i>Total Labor Cost</i>	\$37,992	\$5,955		\$43,947
	<i>Direct Expenses/ROW Contingency</i>	\$5,200	\$75		\$5,275
	<i>Subconsultant Administration</i>	\$302			\$302
	Project Total	\$43,494	\$6,030		\$49,524



I, Peter Capell, City Administrator hereby certify that these bid tabulations are correct.

Peter Capell 6/19/2014
 Peter Capell Date

PROJECT NO. S-589A				City of Camas Engineer's Estimate \$449,902.50		Granite Construction Company 18208-A SE 1st Street Vancouver, WA 98684		Brix Paving Northwest PO Box 2388 Tualatin, OR 97062		Lakeside Industries, Inc. PO Box 820465 Vancouver, WA 98682		S-2 Contractors, Inc. 6860 S Anderson Rd Aurora, OR 97002	
DESCRIPTION: 2014 Grind & Overlay				Entered by RLS		360.254.0978		503.570.9355		360.892.5410		503.651.4000	
DATE OF BID OPENING: June 18, 2014 at 10:00 a.m.													
ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	ENGRG TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
1	MOBILIZATION	LS	1	35,000.00	\$35,000.00	2,231.50	2,231.50	8,676.15	8,676.15	25,000.00	25,000.00	48,800.00	48,800.00
2	PROJECT TEMPORARY TRAFFIC CONTROL	LS	1	10,000.00	\$10,000.00	5,000.00	5,000.00	24,077.86	24,077.86	40,000.00	40,000.00	25,000.00	25,000.00
3	PORTABLE MESSAGE BOARD	LS	3	250.00	\$750.00	100.00	300.00	914.47	2,743.41	1,600.00	4,800.00	1,500.00	4,500.00
4	EROSION/WATER POLLUTION CONTROL	LS	1	600.00	\$600.00	1,000.00	1,000.00	578.77	578.77	2,800.00	2,800.00	5,000.00	5,000.00
5	CONSTRUCTION GEO TEXTILE FOR SEPARATION	SY	1,650	1.00	\$1,650.00	0.75	1,237.50	2.03	3,349.50	1.00	1,650.00	1.00	1,650.00
6	CRUSHED SURFACING BASE COURSE	CY	100	40.00	\$4,000.00	10.00	1,000.00	38.20	3,820.00	40.00	4,000.00	35.00	3,500.00
7	2" In HMA CL. 1/2 In. PG 64-22	TN	3,100	83.00	\$257,300.00	78.00	241,800.00	78.06	241,986.00	72.00	223,200.00	82.00	254,200.00
8	HMA FOR PAVEMENT REPAIR CL. 1/2 In. PG 64-22	TN	185	125.00	\$23,125.00	120.00	22,200.00	171.62	31,749.70	150.00	27,750.00	138.00	25,530.00
9	PAVEMENT REPAIR SUBGRADE EXCAVATION INCL. HAUL	SY	225	10.00	\$2,250.00	7.00	1,575.00	39.36	8,856.00	72.00	16,200.00	50.00	11,250.00
10	PLANING BITUMINOUS MATERIALS, 4-INCH DEPTH	SY	1,425	6.30	\$8,977.50	7.00	9,975.00	13.89	19,793.25	7.25	10,331.25	4.00	5,700.00
11	PLANING BITUMINOUS MATERIALS, 1-INCH DEPTH	SY	25,000	4.05	\$101,250.00	1.05	26,250.00	1.25	31,250.00	0.90	22,500.00	2.20	55,000.00
12	TEMPORARY PAVEMENT MARKERS	LF	7,500	0.40	\$3,000.00	0.50	3,750.00	0.41	3,075.00	0.40	3,000.00	0.60	4,500.00
13	UTILITY MANHOLE/SERVICE/MONUMENT ADJUSTMENT	EA	20	100.00	\$2,000.00	150.00	3,000.00	121.54	2,430.80	550.00	11,000.00	300.00	6,000.00

Subtotal	\$449,902.50	\$319,319.00	\$382,386.44	\$392,231.25	\$450,630.00
Taxes Not Applicable					
CONTRACT TOTAL	\$449,902.50	\$319,319.00	\$382,386.44	\$392,231.25	\$450,630.00
			Non-responsive bid: Bidder did not Submit E-Verify MOU	Non-responsive bid: Bidder did not Submit E-Verify MOU	



I, Peter Capell, City Administrator hereby certify that these bid tabulations are correct.

Peter Capell 6/30/2014
 Peter Capell Date

PROJECT NO. P-899				City of Camas Engineer's Estimate \$15,071.94		PD Badertscher Construction LLC 5317 NE 316th CT Camas, WA 98607	
DESCRIPTION: FALLEN LEAF LAKE ADA RAMP				Entered by: SDW			
DATE OF BID OPENING: June 30th, 2014 at 3:00 p.m.							
ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	ENGRG TOTAL	UNIT PRICE	CONTRACT TOTAL
1	MOBILIZATION	LS	1	604.00	\$604.00	500.00	500.00
2	BOULDER REMOVAL & REPOSITIONING	LS	1	500.00	\$500.00	500.00	500.00
3	AGGREGATE BACKFILL	CY	80	25.00	\$2,000.00	2,000.00	2,000.00
4	BLACK POWDER COATED 36" TALL TWO RAIL A.D.A. PIPE RAIL	LF	180	42.00	\$7,560.00	3,288.00	3,288.00
5	CONCRETE ADA RAMP	SF	180	18.00	\$3,240.00	7,560.00	7,560.00
				Subtotal	\$13,904.00		\$13,848.00
				Taxes	\$1,167.94		\$1,163.23
				CONTRACT TOTAL	\$15,071.94		\$15,011.23

Non-responsive
 Irregular Bid Proposal
 Bidder inserted unit price amount the same as the contract total amount.

June 30, 2014

Robert Maul
Planning Manager
City of Camas
616 NE 4th Ave
Camas, WA 98607
rmaul@cityofcamas.us

Dear Robert:

The purpose of this letter contract is to authorize Cogan Owens Cogan (COC) to undertake work on behalf of the City of Camas on the Comprehensive Plan Vision project. This contract shall be effective on June 26, 2014 and shall remain in effect until and including December 31, 2014.

The scope of work and fee schedule are attached in Exhibit A. Our fees for this work, including direct expenses, will not exceed \$53,750 without your prior consent. By reference herein, the enclosed standard provisions for work to be undertaken by COC (Exhibit B) are made a part of this agreement.

Two copies of this letter agreement are enclosed for your convenience, with space provided below for your signature. Please return one signed copy of this letter and one signed copy of the Standard Provisions as a statement of your understanding and agreement for COC to proceed with the work.

Sincerely,

COGAN OWENS COGAN, LLC

AGREED:



Kirstin Greene
Managing Principal

For City of Camas

Date: _____

Attachments

Camas Comprehensive Plan Vision Scope of Work

Task 1. Project Management

The COC Team and City staff will hold a project kickoff meeting to agree on a refined scope of work, schedule, budget, and roles and responsibilities for COC and City staff. We will collect relevant background materials, including the existing adopted Comprehensive Plan, and agree on a preliminary list of key stakeholder groups and potential candidates for a Vision Steering Committee. COC and City staff also will discuss public engagement and communications tools and strategies.

Throughout the vision process, COC and the City project manager will hold bi-weekly project management phone calls to track progress on key tasks and deadlines, identify unanticipated issues and develop alternative approaches as needed. To ensure accountability and conformance with the project budget, we will prepare monthly progress reports and invoices that describe the activities undertaken, estimate the percent completion of each task, and track expenditures and hours.

Task 2. Vision Steering Committee

A successful vision process must create a shared sense of ownership vision among citizens throughout Camas. We will convene and facilitate four (4) meetings of a Vision Steering Committee that represents a broad cross-section of community interests. The Steering Committee will review and comment on work products, guide public outreach and engagement efforts, act as liaisons to specific constituencies or interest groups, host public events and encourage community members to participate in the process, and act as champions of the ultimate Camas vision and action items that emerge from this process.

The COC Team will develop Steering Committee charter that establishes roles, shared ground rules and decision-making procedures. City staff will prepare draft agendas on which COC will provide comments. The City will be responsible for notifying Steering Committee members, coordinating meeting logistics, printing materials and preparing meeting summaries.

Task 3. Community Profile

It is important that everyone who participates in this vision process has a shared understanding of Camas as it exists today. We will assess the City in terms of current demographic, social and cultural, economic, educational, recreational and other pertinent factors. We will begin our research with background materials provided by the City, including the City's Comprehensive Plan, information on related efforts from local organizations, results of recent planning efforts, Census data and other relevant sources. We will prepare community profile and trends report in easy-to-read format. Information will be presented using text, tables, graphs, illustrations, maps and photos. A formatted executive summary be distributed widely through the project website and local newspapers.

Task 4. Public Outreach and Engagement

The COC Team will prepare and help implement a Public Outreach and Engagement Plan to guide efforts throughout the vision process. We will encourage community-wide participation by providing many opportunities for public exchange in a variety of formats and locations. The Plan will capitalize on existing City mechanisms for community engagement; establish community engagement objectives; identify all City stakeholders and their issues and concerns; describe the array of tools and activities best suited to inform and engage stakeholders; and incorporate measures to evaluate success. COC will provide a detailed written summary of public outreach results.

Potential community outreach and communications tools and activities include, but are not limited to:

Community Conversations. We recommend taking the vision process out to community groups through a series of community conversations with key stakeholder groups, such as the Chamber of Commerce, Port of Camas/Washougal, School District, homeowners associations, Downtown Camas Association, and others. The COC Team will prepare for and conduct up to seven (7) of these conversations. The conversations will provide community members with information about the project and engage them in discussion about what they value about Camas today and what could make it a better place to live in the future.

Camas Days. Camas Days provides a unique opportunity to engage a large number of people over the two-day celebration. Camas Days will serve as the official “launch” of the vision process. COC will prepare a variety of activities designed to create awareness of the project and engage youth and adults in identifying what they love about Camas today and what they would change to make Camas an even better place to live, work and play in the future.

Online Questionnaires. We will develop two (2) online questionnaires to supplement in-person community engagement activities. The questionnaires will provide an alternative opportunity to comment for those who may not come to a meeting or feel comfortable voicing their opinions among others. The first questionnaire will coincide with the community conversations. The second questionnaire will run concurrent with Vision Summit #2 to confirm the vision and identify action items.

Youth Activities. The purpose of these activities is to engage youth in the process of planning the community’s future through education, outreach, and participation in a visioning exercise designed for them. The COC Team and City staff will work with the Camas School District to identify the most appropriate opportunities for outreach to students. Based on the outcome of these discussions, COC and the City will design activities to reach out to youth and solicit appropriate comments about the Camas vision process, including the “look around” curriculum to target middle school students.

Planning Commission and Council Hearings. The COC Team will help prepare for and assist at up to four (4) public hearings to brief Planning Commission and City Council members and seek their approval of the vision and action items.

Communication Tools

We will work with City staff to use a variety of methods to notify residents about public events and other opportunities to be involved in Vision process. We seek a proper balance between these tools in order to achieve maximum engagement:

- Vision logo. At the outset of the project, we will create a project identity that is unique and compelling. This “look” will appear on all project materials and provide continuity and visibility for the vision process.
- Project Website. The COC Team will design and administer an informative, accessible and interactive website. COC will provide content for the site including project overview and timeline, important contacts, schedules for public events, opportunities for public engagement, updates on the project’s status, and the ability to view or download documents. Berger Abam will administer the website.
- Social media. Our team is well acquainted with social media services that supplement traditional public relations and media approaches. We are experienced in using social media and networking website and tools, such as Facebook and Twitter to increase project awareness and provide multiple avenues for community input.
- Media contacts. We will prepare media releases to local newspapers for the City to distribute.
- Meeting flyers. We will ask the Steering Committee to help identify locations and contacts to assist in publicizing public events and other opportunities for involvement.
- Electronic mailing list. The City will maintain a database of e-mail addresses of people who express interest in the planning process. We will prepare e-blasts for the City to distribute to help notify people about events and activities. Interested parties will have several opportunities to join the mailing list, such as on the project website and at public meetings and events.

Task 5. Vision Workshops

COC will work with City staff and the Steering Committee to host two Vision Workshops. At Vision Workshop #1, we will present information gathered through research and community outreach activities and engage people in an exercise to identify important themes that will align with comprehensive plan chapters and frame the vision. At Vision Workshop #2, participants will confirm the draft vision and identify action items to implement the vision. COC will design, facilitate and prepare a summary of workshop results. City staff will be responsible for notifying the public, coordinating workshop logistics and printing materials.

Task 6. Draft and Final Vision

Following Vision Workshop #1, we will work with City Staff to use themes identified through community outreach activities to draft a vision for the future of Camas. These themes provide context for understanding community concerns and priorities and may encompass issues such

as community identity and character, desired housing and transportation options, economic development, community aesthetics, sustainability, agriculture, governance and other issue areas. Comments gathered through these mechanisms also will be used to identify preliminary vision action items. We will revise the draft vision to incorporate comments from City staff, the Steering Committee and gathered at Vision Workshop #2 and through the second community questionnaire.

Task 7. Draft and Final Action Items

Following Community Workshop #2, we will compile and condense community comments from the second community questionnaire and the workshop to draft vision action items. We will revise the draft action items to incorporate comments from City staff and the Steering Committee. The final deliverables will include:

- One page Camas 2035 vision statement and key themes
- Graphic representation of vision and key themes
- List of action items categorized by themes
- Summary of community engagement process

June 30, 2014

Camas Vision Topic	CITY OF CAMAS							CITY OF WASHINGTON			CITY OF WASHINGTON			Total
	City \$/hr	City \$/hr	Assoc \$30	Employee \$30	Admin \$35	Exp	Other \$300	City \$/hr	Exp	Admin \$300	City \$/hr	Exp	Admin \$300	
1. Project Management	36	6			12	\$25	\$6,415	6		\$720	3		\$319	\$7,454
2. Vision Steering Committee	24					\$100	\$2,980	4	\$25	\$505			\$0	\$3,485
3. Community Profile	4						\$480	14		\$1,680			\$0	\$2,160
4. Public Outreach and Engagement	128		24	18		\$665	\$19,685	32		\$3,840	63	\$66	\$6,766	\$30,291
5. Vision Workshops	30		12			\$50	\$4,670	12	\$50	\$1,490			\$0	\$6,160
6. Draft and Final Vision	12						\$1,440	4		\$480			\$0	\$1,920
7. Draft and Final Action Items	12			4			\$1,800	4		\$480			\$0	\$2,280
Total Hours	246	6	36	22	12		322	76		76	66		66	
Total Dollars	\$29,520	\$1,050	\$3,060	\$1,980	\$1,020	\$840	\$37,470	\$9,120	\$75	\$9,195	\$7,019	\$66	\$7,085	\$53,750

Expenses include travel, newspaper insert and Camas Days materials.

EXHIBIT C
STANDARD PROVISIONS
FOR WORK TO BE UNDERTAKEN BY
COGAN OWENS COGAN, LLC

1. LETTER OF AGREEMENT

All work performed by Cogan Owens Cogan, LLC (COC) shall be in accordance with a letter of agreement, signed by COC and the client. These Standard Provisions contained herein shall supplement and shall be deemed as part of that letter agreement and together both documents constitute the Contract.

2. COMPENSATION

COC shall be paid for actual work performed up to a total sum identified in the letter of agreement. Direct expenses will be reimbursed as incurred. The total of all professional fees and direct expenses shall not exceed the total estimated amount identified in the letter of agreement without prior written approval.

3. TERMS OF PAYMENT

COC shall send client periodic statements for fees and costs incurred. The amount of each billing shall be due and payable within twenty (20) days after the date of such billing. Any portion of a bill not paid within thirty (30) days of the billing date shall be considered delinquent. Any portion of a bill not paid within 60 days shall bear interest at a rate of 1-1/2 percent per month on the unpaid balance. In no event shall said interest or the payment thereof extend the due date. This interest constitutes the anticipated damages to COC occasioned by delayed payment.

If any bill is not paid in full within 30 days after the billing date, in addition to any other remedies available to COC, it may cease performing work under the contract or any other agreement with client. Should legal action be necessary to enforce payment of this contract, the client agrees to pay all of COC's reasonable attorneys' fees and costs, even if no action is filed.

4. SUBCONTRACTING

COC may enter into subcontracts for portions of the work performed under the Contract subject to such reasonable conditions and provisions as the client may deem necessary.

5. DISCLOSURE

Except as provided by law, COC agrees not to divulge or release any information, reports, results of research or analysis, or recommendations developed or obtained in connection with performance of the Contract, except to authorized personnel, or upon prior approval of the client or as necessary to perform the services pursuant to the Contract.

6. TERMINATION

The Contract may be terminated by either party in whole or in part upon 30 days' written notice. The client shall pay COC for all work performed (professional fees and direct expenses) incurred up to and through the date of receipt of notification to terminate the Contract.

7. CHANGES

The Contract constitutes the entire agreement between the parties and supersedes all prior understandings and agreements. No amendment or modification shall have any force or effect unless it is in writing and signed by both parties.

8. SCOPE AND EXECUTION OF SERVICES

COC makes no warranty, either expressed or implied, as to its findings, recommendations, specifications, or professional advice, except that the same will be prepared in accordance with generally accepted professional practice. No agent, employee or partner of COC has any authority to make such warranty as disclaimed above.

COC will proceed with the contracted work diligently, but it is expressly agreed and understood that COC shall

not be held responsible for delays occasioned by factors beyond its control, nor by factors which could not reasonably have been foreseen at the time of the execution of the agreement between the parties. If, at any time, COC reasonably should anticipate delay in the progress of the work, notification of such delay shall be given to the client. Such notification shall be made in writing to the client no less than three days prior to the occurrence of the delay.

9. LIMITATION OF LIABILITY

Any and all liability, claim for damages, cost of defense or expenses levied against COC on account of any injury or damage to persons or property or arising out of any defect, error, omission, or professional negligence, will be limited to a sum not to exceed the amount of COC's fee under the Contract. Further, the client agrees to notify any contractor or subcontractor who may perform work in connection with or making use of any design, report, or study prepared by COC of such limitation of liability and require as a condition precedent to its performing the work a like limitation of liability on their part as against COC. In the event the client fails to obtain a like limitation of liability provision, any liability of COC and/or the client to such contractor or subcontractor shall be allocated between the client and COC in such a manner that the aggregate liability of COC shall not exceed the amount of its fee.

10. EQUAL EMPLOYMENT OPPORTUNITY (EEO)

COC will comply with the EEO certification as filed with the City of Portland EEO office. COC will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin.

11. ARBITRATION

It is agreed that any dispute that arises from this contract shall be submitted for binding arbitration pursuant to the rules of the American Arbitration Association.

12. WORKERS COMPENSATION

COC employs one or more workers as defined in ORS 656.027 and shall maintain worker's compensation insurance covering all such workers throughout the period of the Contract.

13. GOVERNING LAW, VENUE

The Contract shall be governed and construed according to the laws of the State of Oregon. Venue shall be in Multnomah County, Oregon.

14. EXCLUSIVE USE BY THE CLIENT

This work is prepared for the exclusive use of the client and its designated agents relative to the subject project. The information developed under this contract may not be reproduced in part or in whole for any other purpose without the written consent of COC. Nothing in the Contract, express or implied, is intended or shall be construed to confer on any person or entity other than the parties to this Contract, any right, remedy or claim under or with respect to the Contract.

COGAN OWENS COGAN, LLC

AGREED



Kirstin Greene
Managing Principal

For City of Camas

Date: _____



AGENDA ITEM SUBMITTAL FORM

MEETING DATE/TIME: July 7, 2014/7:00 pm

COUNCIL MEETING

Consent Agenda (Yes__ No__)

Regular meeting Agenda (Yes X No__)

WORKSHOP MEETING

(Yes__ No__)

DEPARTMENT:

Administration

AGENDA ITEM TITLE:

Salary Commission and Parking Advisory Committee Appointments

AGENDA ITEM DETAILS/DESCRIPTION:

The city has recently created a Salary Commission and a Parking Advisory Committee. The following are the recommended appointments to the Salary Commission and Parking Advisory Committee:

Salary Commission

Matt Ransom – 2-year term

Erika Cox – 3-year term

Matthew McBride – 3-year term

Barry Burnham – 4-year term

John Nohr – 4-year term

Parking Advisory Committee

Al Steinmann – 2-year term

Debi Johnson – 2-year term

Geoerl Niles – 3-year term

Gene Dietzen – 3-year term

Ami Bennett – 4-year term

Jodi Vaughan – 4-year term

Jennifer Senescu – 4-year term

RECOMMENDED ACTION:

Appoint the proposed Salary Commission and Parking Advisory Committee members.

DEPARTMENT STAFF/PRESENTERS:

Pete Capell, City Administrator

RESOLUTION NO. 1299

A RESOLUTION authorizing road closure of a portion of NW Friberg/Strunk Street from July 18, 2014, through August 29, 2014.

WHEREAS, RCW Chapter 47.48 provides for road closures as approved by the local governing body; and

WHEREAS, NW Friberg/Strunk Street will be under construction for the period of July 18, 2014 - August 29, 2014; and

WHEREAS, the road closure will expedite the construction work and will thereby help to decrease the duration of impeded use of the roadway; and

WHEREAS, traffic volumes are much lower in the summer on NW Friberg/Strunk Street due to summer vacation for Union High School; and

WHEREAS, adequate detour routes are available.

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

SECTION I

The City of Camas by and through its staff and authorized representatives, is hereby authorized to close NW Friberg/Strunk Street from NE 13th Street south to the northernmost Union High School Driveway, from July 18, 2014, through August 29, 2014.

SECTION II

Emergency vehicle and local residential access will be maintained during the road closure.

ADOPTED at a regular Council meeting this _____ day of July, 2014.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney

RESOLUTION NO. 1300

A RESOLUTION adopting duties and qualifications for the position of Administrative Services Director.

WHEREAS, the position of Administrative Services Director was created in the Administrative Services/Human Resources Department of the City of Camas, and a salary schedule adopted pursuant to Ordinance No. 2689; and

WHEREAS, the Council of the City of Camas intends to formally adopt duties and qualifications relating to such position; and

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

Section I

The duties and qualifications of the position of Administrative Services Director within the Administrative Services/Human Resources Department of the City of Camas shall be as set forth in Exhibit "A", attached hereto and by this reference incorporated herein.

ADOPTED by the Council of the City of Camas and approved by the Mayor this ____ day of _____, 2014.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney

EXHIBIT "A"

CITY OF CAMAS
Union Status: Non-Represented
January 2014

ADMINISTRATIVE SERVICES DIRECTOR

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

JOB OBJECTIVES

Under general administrative direction from the City Administrator, direct and coordinate the City's administrative support programs by organizing, planning, developing, implementing, and evaluating related activities, policies and documents. Administer and provide services related to human resource management, labor relations, public records management and information technology management; coordinate assigned activities with other departments and outside agencies; and provide highly responsible and complex administrative support to the City Administrator, Deputy City Clerk sharing City Clerk functions with other staff. Perform the duties of City Administrator in the absence and direction of same or at the request of the Mayor.

ESSENTIAL FUNCTION STATEMENTS

The following tasks are typical for positions in this classification. Any single position may not perform all of these tasks and/or may perform similar related tasks not listed here:

Human Resources

- Responsible for all City human resources functions including recruitment, labor relations and compliance with City employment policies and state and federal laws.
- Administer the City's employee benefits, wellness, workers' compensation programs.
- Represent the City in labor contract negotiations and administer the City's labor contracts. Provide employees and supervisors with contract interpretation and assistance on provisions of contracts and labor relations issues.
- Make recommendations to Mayor, City Administrator, department managers and City Council as appropriate regarding labor negotiations, employee relations, personnel policies and employee benefits.
- Assist department managers and supervisors with defining essential functions through job analysis and the development of position descriptions. Conduct research and surveys on employee compensation.
- Oversee employee leave programs including but not limited to family medical leave, domestic violence leave, military leave and bereavement; maintains confidential medical and test records related to employee leave programs.

- Investigate allegations of sexual harassment, discrimination or unfair treatment; respond to equal employment opportunity complaints; develop written conclusions or recommendations.
- Advise and assist all department managers and supervisors of areas of possible concern with regard to employee performance, discipline, conflicts and/or concerns. Assist with implementation of plans of improvement and interventions with employee if necessary. Conduct meetings with employees. Develop forms and procedures for use in the management of personnel matters.
- Serve as the City's Americans with Disabilities Act (ADA) Coordinator and assesses overall city compliance efforts.
- Serve as the Equal Employment Opportunity (EEO) Officer. Completes federal EEO reports and assesses City efforts to create and maintain a diverse workforce.
- Serve as the City's Title VI Coordinator to assure that all City programs accessing federal funds are in compliance with federal equal employment opportunity laws and regulation.
- Maintain official employee files including all personnel actions and insurance and retirement benefits.
- Maintain current information on statutory changes and case law decisions related to labor relations, employment discrimination, workers' compensation, unemployment, public records case law and other related topics.

City Records Management

- Oversee the design, development and implementation of City-wide records and information management program that complies with Federal and State laws.
- Work closely with departments to determine best business process for the systematic preservation of total life cycle of records using both manual and automated methods as required.
- Administer City's records and information management policies and propose changes as needed to reflect changing technology and City systems.
- Administer the function of public records disclosure, assisting the public in accessing records and information in compliance with the Public Records act and City policy.
- Develop and administer the City's record retention and disposition schedules; preserve and protect the City's historical records and information.
- Supervise the records storage center and the destruction of forms and records.

- Maintain the highest standards of professional and personal conduct including maintaining the confidentiality of privileged information and protecting confidentiality as long as legally and practically possible.

Information Technology

- Direct the City's Information Systems Division and supervise the Information Systems Division Manager. Assist in setting priorities, establishing and monitoring budgets and resolving service conflicts. Review and approve all personnel actions related to Information Systems Division staff.

Deputy City Clerk

- Serve as the City's Deputy City Clerk as directed by the City Clerk.
- As requested by the City Clerk, supervise and support the activities of other City staff performing City Clerk functions including but not limited to preparing and processing legal publications and documents, developing the City Council agenda and scheduling of City Council meetings.

General Management

- Serve as a member of the management team and participate in the City's leadership structure.
- Provide assistance and support to the City Administrator and other department managers in strategic planning, problem solving, short and long term visioning and resolution of issues or conflicts.
- Establish and maintain a working environment conducive to positive morale, individual style, quality, creativity and teamwork.
- Participate in the development and implementation of goals, objectives, policies and priorities for assigned programs; recommend and administer policies and procedures.
- Monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; recommend, within departmental policy, appropriate service and staffing levels.
- Select, train, motivate and evaluate assigned personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures; review and evaluate work methods and procedures; meet with staff to identify and resolve problems.
- Identify staff training needs and opportunities. Coordinate on-site and off-site training programs as needed.
- Consult legal counsel to ensure that policies and City actions comply with federal and state law.

- Serve as staff on a variety of boards, commissions and committees; prepare and present staff reports and other necessary correspondence.
- Provide responsible staff assistance to the Mayor, City Council, City Administrator and department managers.
- Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of human resources management and administration.

AUXILIARY FUNCTION STATEMENTS

- Follow all safety rules and procedures established for work area.
- Perform related duties and responsibilities as required.

QUALIFICATIONS

Knowledge of:

- Operational characteristics, services and activities of a human resources management program.
- Principles and practices of public personnel administration including recruitment, selection, benefits administration and employee relations.
- Principles and practices of program development and administration.
- Methods and techniques of recruiting, interviewing and selecting qualified applicants for employment.
- Principles and practices of wage and salary benefit administration.
- Methods and techniques of job analysis including classification and compensation.
- Principles and procedures involved in labor negotiations.
- Methods and techniques of dealing with employee grievances and unlawful allegations.
- Principles of supervision, training and performance evaluation.
- Principles and practices of public administration and organizational processes.
- Principles and practices of local budget preparation and administration.
- Records management, dissemination and public disclosure laws.
- State and local laws and regulations regarding public records.
- Principles and practices of records management including records retention laws, records tracking and archiving.
- Advanced principles and practices of record keeping.

- Modern office procedures, methods and equipment including computers.
- Applicable computer software applications.
- Effective managerial methods and practices, work organization and coordination.
- Supervisory principles.
- Extensive knowledge of: federal, state and municipal laws, regulations and policies in the human resources field.

Ability to:

- Oversee and direct management of a comprehensive human resources management program.
- Select, supervise, train and evaluate staff.
- Oversee and participate in classification, compensation and job analysis functions.
- Maintain confidentiality of work performed.
- Ensure citywide compliance with ADA requirements.
- Conduct an efficient recruitment, selection and retention program.
- Review and resolve employee grievances in accordance with labor agreements.
- Oversee and participate in labor negotiations.
- Develop and administer program goals, objectives and procedures.
- Investigate employee grievances.
- Oversee, develop and administer an efficient records management system.
- Develop procedures and practices regarding information dissemination
- Act on behalf of City Clerk
- Analyze problems; identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Identify and respond to sensitive community and organizational issues, concerns and needs.
- Research, analyze and evaluate new service delivery methods and techniques.
- Interpret and apply Federal, State and local policies, laws and regulations governing employment and human resources management.
- Operate office equipment including computer and supporting word processing and spreadsheet applications.
- Exercise initiative, tact and judgment relative to work activity

- Plan, organize and supervise the work of others.
- Communicate clearly and concisely, both orally and in writing.
- Understand and carry out oral and written instructions.
- Establish and maintain effective relationships with those contacted in the course of work.

Education and Experience Guidelines

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education:

- Equivalent to a Bachelor's degree from an accredited college or university with major course work in business or public administration, human resources or a related field.
- A Master's degree in Public or Business Administration, Communications, Human Resources, Personnel Management or closely related field is desirable but not required.

Experience:

- Five years of increasingly responsible management or administration of related public sector administrative programs.

License or Certificate

- Possession of an appropriate, valid driver's license.

PHYSICAL DEMANDS AND WORKING CONDITIONS

The physical demands herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform these essential job functions.

Environment: Normal office setting with some travel to attend meetings.

Mobility: Incumbents require sufficient mobility to work in an office setting, operating office equipment; ability to travel from site to site in performance of job related duties.

Vision: Vision sufficient to read small print, computer screens and other printed documents.

Other Factors: Incumbents may be required to work extended hours including evenings and weekends. Incumbents may be required to travel outside City boundaries to attend meetings.