



CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue
Camas, WA 98607

Project No. T1039

Sierra Street Pavement and ADA Improvements

THIS AGREEMENT is entered into between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and **Harper Houf Peterson Righellis, Inc.**, hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **Project Designation.** The Consultant is retained by the City to perform professional services in connection with the project designated as the **Sierra Street Pavement and ADA Improvements**.
2. **Scope of Services.** Consultant agrees to perform the services, identified on **Exhibit "A"** attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
3. **Time for Performance.** Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than **September 30, 2022** unless an extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of this Agreement.
4. **Payment.** The Consultant shall be paid by the City for completed work and for services rendered for an amount not to exceed **\$114,315**, under this agreement as follows:
 - a. Payment for the work provided by Consultant shall be made as provided on **Exhibit "B"** attached hereto, provided that the total amount of payment to Consultant shall not exceed the amounts for each task identified in **Exhibit "A"** (Scope of Services) inclusive of labor, materials, equipment supplies and expenses. Consultant billing rates are attached as **Exhibit "B"**.
 - b. The consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the City and noted on this agreement. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
 - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
 - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for a period of three (3) years after final payment. Copies shall be made available upon request.

5. Ownership and Use of Documents. All documents, drawings, specifications, electronic copies and other materials created by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors.
6. Compliance with Laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement. Compliance shall include, but not limited to, 8 CFR Part 274a – Control of Employment of Aliens, § 274a.2 Verification of identity and employment authorization.
7. Indemnification. Consultant shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Consultant's Liability Insurance.
 - a. Insurance Term. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
 - b. No Limitation. Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
 - c. Minimum Scope of Insurance. Consultant shall obtain insurance of types and coverage described below:
 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
 2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000.00 each occurrence, \$2,000,000.00 general aggregate. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

3. Professional Liability insurance appropriate to the consultant's profession. Professional Liability insurance shall be written with limits no less than \$2,000,000.00 per claim and \$2,000,000.00 policy aggregate limit.
 4. Workers' Compensation coverage as required by Industrial Insurance laws of the State of Washington.
 5. Verification. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, showing the City of Camas as a named additional insured, evidencing the Automobile Liability and Commercial General Liability of the Consultant before commencement of the work.
- d. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect to the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
 - e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
 - f. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.
 - g. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
 - h. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
 - i. City Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.
9. Independent Consultant. The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.
 10. Covenant Against Contingent Fees. The Consultant warrants that he/she has not employed or retained any company or person, other than a bonafide employee working solely for the

Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11. Discrimination Prohibited. During the performance of this Agreement, 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)
 - Americans 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 "C"** attached hereto and by this reference made part of this Agreement, and shall include the attached **Exhibit "C"** in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

12. Confidentiality. The Contractor agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Contractor agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City.
13. Work Product. All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Contractor while performing the Services shall belong to the City. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Contractor shall deliver all copies of any such work product remaining in the possession of the Contractor to the City.
14. Certification Regarding Debarment, Suspension, or Ineligibility and Voluntary Exclusion—
Primary and Lower Tier Covered Transactions.
- a. The Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.
 2. Have not within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private

agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this section; and
 4. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
- b. Where the Contractor is unable to certify to any of the statements in this contract, the Contractor shall attach an explanation to this contract.
 - c. The Contractor agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City.
 - d. The Contractor further agrees by signing this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Lower Tier Covered Transactions

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
- e. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the City for assistance in obtaining a copy of these regulations.

15. Intellectual Property.

- a. Warranty of Non-infringement. Contractor represents and warrants that the Contractor is either the author of all deliverables to be provided under this Agreement or has obtained and holds all rights necessary to carry out this Agreement. Contractor further represents and warrants that the Services to be provided under this Agreement do not and will not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party.
- b. Rights in Data. Unless otherwise provided, data which originates from this Agreement shall be a "work for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the City. Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, films, tapes, and sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

16. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.

17. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
18. Conflict of Interest. It is recognized that Contractor may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.
19. City's Right to Terminate Contract. The City shall have the right at its discretion and determination to terminate the contract following ten (10) calendar days written notice. The consultant shall be entitled to payment for work thus far performed and any associated expenses, but only after the city has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.
20. Notices. Notices to the City of Camas shall be sent to the following address:
James Hodges
City of Camas
616 NE 4th Avenue
Camas, WA 98607
PH: 360-817-7234
FX: 360-834-1535
EMAIL: jhodges@cityofcamas.us

Notices to Consultant shall be sent to the following address:

Kelly Bachelder, PE
Harper Houf Peterson Righellis, Inc.
1220 Main Street, Suite 150
Vancouver, Washington 98660
PH: 360-750-1131
EMAIL: KellyB@hhpr.com

21. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision herof and such other provisions shall remain in full force and effect.
22. Arbitration Clause. In the event a dispute shall arise between the parties to this Agreement, it is hereby agreed that the dispute shall be referred to the Portland USA&M office or alternate service by agreement of the parties for arbitration in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgment be entered thereon.

Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including reasonable attorney's fee for having to compel arbitration or defend or enforce award.

- 23. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
- 24. Venue. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Clark County, Washington.
- 25. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law or in equity.
- 26. Counterparts. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counter-parts, which counterparts shall collectively constitute the entire Agreement.

DATED this _____ day of _____, 2022.

CITY OF CAMAS:

CONSULTANT:
Authorized Representative

By _____

By _____

Print Name _____

Print Name _____

Title _____

Title _____

Date _____

**EXHIBIT “A”
SCOPE OF SERVICES**

Scope of Work

Survey and Engineering Services for NW Sierra Drive – Pavement and ADA Improvements

January 28, 2022

The existing NW Sierra Drive between NW 43rd Avenue to NW 36th Avenue NW 28th Avenue and NW 23rd Avenue has a number of areas where the existing subgrade has failed as evidenced by larger sections with severely “alligatored” pavement and pumping during periods of high rainfall.

Scope of Work

The Consultant will provide the surveying, civil engineering, and geotechnical services for the subject project. The services shall include project site survey, design, and plan preparation for pavement repair and curb ramp retrofits within the two areas shown below:



Project Description

The project site includes up to 18 curb ramp retrofit locations and approximately 4,776 LF of roadway repair. The following tasks are proposed:

Project Tasks

Task A: Project Management

This item includes the management, coordination, and meetings necessary to successfully complete the project as follows:

1. Coordinate with City staff to discuss the design approach for pavement design, ramp retrofit design, Maximum Extent Feasible (MEF) documents and plan preparation. Other items discussed will be design standards, review/approval process, utilities and other affected agencies, and miscellaneous project issues.
2. Meet with City for the survey work and review of the ramp layouts, 60% PS&E and 99% PS&E submittals to discuss the review comments and potential revisions.

Task A - Assumptions

- *Up to three coordination / review meetings with the City are included.*
- *The majority of the coordination with the City is assumed to be completed through email or teleconferencing.*

Task B: Geotechnical Services

Columbia West Engineering (CWE) will provide the following geotechnical consulting services for the project:

Geotechnical Field Investigation:

1. Approximately one day of project engineer or geologist time to conduct physical and visual reconnaissance, assess existing conditions and document observations.
2. Subsurface exploration consisting of asphalt cores, measuring thickness of base aggregate and soil boring will be directed and overseen by a Columbia West geologist or staff engineer. Subsurface exploration locations will be based upon pavement conditions observed at the surface and will be selected to provide a representative assessment of site conditions. Soils will be classified and representative samples will be collected for submittal for laboratory analysis.

Right of Way Permit Acquisition:

Columbia West will prepare a Right of Way permit and submit for review and approval by the City of Camas. A traffic control plan will be submitted in conjunction with the Right of Way permit:

1. Columbia West will submit documentation for work conducted within NW Sierra Drive.

Subcontractor Drilling Services:

1. Subsurface drilling services will be provided by Columbia West via direct subcontract. Exploration services will include a trailer-mounted drill rig, operators, and mobilization to and from the site. Please note that exploration will necessarily result in disturbance of asphalt and site soils. Columbia West will attempt to limit disturbance, but some should be expected.

2. Public utility locates will be conducted prior to exploration. Columbia West is not responsible for damage to utilities if they are not called out or clearly marked.

Subcontractor Traffic Control Services:

1. Traffic control services will be provided by Columbia West via direct subcontract. Services will include submission of a traffic control plan for permitting purposes and providing traffic control personnel onsite during subsurface exploration activity.

Engineering Calculations and Design Recommendations:

1. Evaluate existing pavement conditions based upon measured thicknesses at exploration locations;
2. Recommendations will be prepared for subgrade drainage and mitigation;
3. Material recommendations for base aggregate, repair, and hot mix asphalt;
4. Compaction recommendations and lift thickness recommendations;
5. Pavement Overlay recommendations in select locations.

Laboratory Analysis:

1. Representative samples will be collected from relevant soil horizons for submittal for laboratory analysis. Selected laboratory analyses will be conducted to assess soil index properties and classification characteristics. Tests may include, but may not be limited to, gradation, plasticity, California Bearing Ratio, and soil classification.

Geotechnical Report Preparation:

Columbia West will prepare a geotechnical site investigation report. The report will include:

1. Project description, soil index properties, regional geology, soil conditions, and groundwater conditions;
2. Results of pavement evaluation at explored locations;
3. General recommendations for distressed pavement mitigation along the project alignment;
4. Engineering analysis and design recommendations described above in Engineering Calculations and Design Recommendations.

Task B - Assumptions

- *Subsurface explorations will result in surface disturbance. Columbia West will attempt to limit disturbance, but some should be expected. Exploration locations will be backfilled and the surface patched with asphalt.*
- *Right of Way Permit acquisition will require contractor license and proof of insurance by all subcontractors, a standard traffic control plan and certified traffic control flaggers.*

Task C: Project Survey

Land Survey Scope of Services

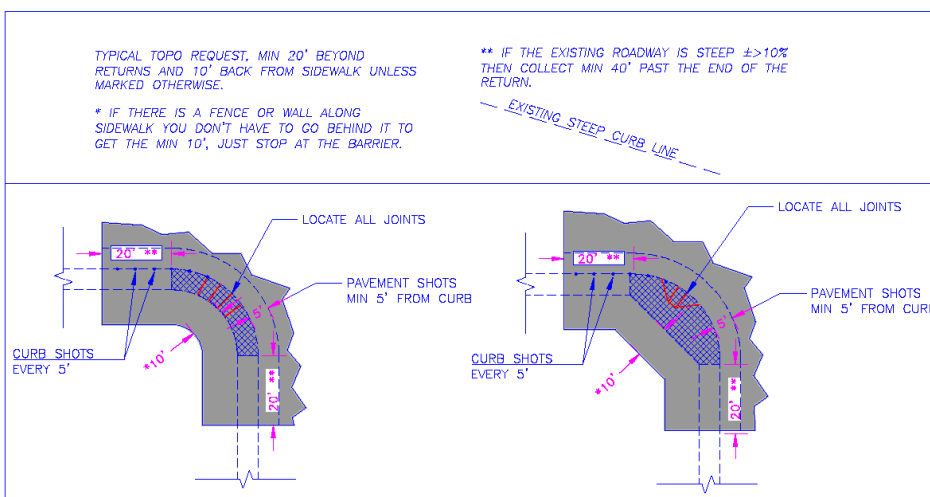
The City of Camas requires surveying services for the NW Sierra Drive Pavement and ADA Improvement Project. The survey services include preparation of existing conditions base maps of intersections for sections of NW Sierra Drive, and the calculation of the road right-of-way limits. Following is a list of tasks to be completed.

Topographic Design Survey:

1. All field work to complete a topographic survey of all four corners of an intersection and the roadway. Limits of Design Topographic Survey to be determined by the client and engineer.
2. All field work to complete a topographic survey of the area of existing site conditions including spot elevations no more than 25 feet apart, structures, driveways, and any other visible improvements.
3. Ramps will be surveyed in detail as shown below in the Typical Survey Request for ADA Ramp Designs.
4. Survey information to include utilities disclosed by a disclosed by a private utility locate and all existing visible above ground improvements and grades as needed to prepare a 1 foot contour interval base map.
5. Review provided existing utility as-built drawings and plot (as available) on survey.
6. Locate the next connecting utility structure outside of the topo limits where applicable.
7. Locate trees 6 inches and greater in DBH. Trees to be identified as coniferous or deciduous.
8. Cross-section streets on 25-foot intervals.
9. Prepare electronic topographic survey base map and pdf existing conditions plan.
10. Deliverables to include: AutoCAD 2020 C3D DWG file and PDF.

Ramp Survey Requirement Example -

TYPICAL SURVEY REQUEST FOR ADA RAMP DESIGNS



Boundary Survey

1. Research and evaluate County Surveyor's Office records and provided deeds/records
2. All field and office work to recover the existing survey monumentation from previous surveys on this property and adjoining properties and calculate the boundaries of the right-of-way.
3. Check above ground, visible improvements along the exterior boundaries for any possible encroachments and consult with owner regarding potential problems.

Topographic Survey Locations:

1. NW Sierra Street and NW 43rd Avenue
2. NW Sierra Drive and NW 41st Circle
3. NW Sierra Drive and NW 40th Avenue
4. NW Sierra Drive and NW 40th Avenue
5. NW Sierra Drive and NW 38th Avenue
6. NW Sierra Drive and NW Park Lane
7. NW Sierra Drive and NW 36th Avenue
8. NW Sierra Drive and NW 28th Avenue
9. NW Sierra Drive at Dorothy Fox Park Crosswalk
10. NW Sierra Drive and NW 23rd Avenue

Task C - Assumptions

- *Topographic Survey and Boundary Survey will be completed simultaneously.*
- *It is assumed that the site is accessible.*
- *The Vertical Datum will be the Clark County Vertical Datum.*
- *No property corner monuments will be set, and record of survey will not be filed with Clark County.*

General Notes and Assumptions:

1. *All pertinent right of way documents, easements, street design/as-built plans, etc. in the possession of the client will be provided to surveyor prior to start of work.*
2. *Requests for additional information during the course of the project which require additional field work, computations or drafting will be billed at our current hourly rates and will be in addition to the price shown herein for the original scope of work.*
3. *Client to pay all related agency fees or reimbursement expenses.*

Task D: Ramp and Roadway Design/Plans

1. Visit the project site areas to review conditions and layouts of the ramps and roadway.
2. Based on the geotechnical report, HHPR will design and prepare preliminary street improvement plans and submit to the City for review. Street improvement plans will consist mainly of aerial and GIS data as the entire roadway will not be surveyed for budget concerns.
3. Based on City comments, HHPR will prepare the street improvement plans and submit 60% and 99% plans to the City for review.
4. Design demolition/site and ramp grading plans, and details for each ramp; and submit 60% and 99% plans to City for review.

5. Design roadway paving, striping and signage plans and submit 60% and 99% plans to the City for review.
6. Prepare Technical Specifications (Special Provisions) for submittal with the 60%, 99%, and Final documents.
7. Prepare Construction Cost Estimate for submittal with the 60%, 99%, and Final documents including summary breakdown of quantities for each ramp location with the Final document submittal.
8. Attend one full day meeting after the 60% submittal to review the ramp designs at the individual ramp retrofit locations. The Consultant Project Manager and Design Engineer along with key City personnel are to attend.
9. Based on City review comments; revise the 99% PS&E documents and prepare and submit final plans for bidding.
10. As determined with final design and plans, prepare the "Maximum Extent Feasible" (MEF) documents for ramps with elements not meeting ADA standards. MEF document to include stamp feasibility statement cover sheet, project description and existing condition sheet; ramp location summary sheet; plan sheets showing elements that do not meet ADA, along with explanations as to why elements cannot meet ADA requirements.

Task D - Assumptions

- *For the purposes of this scope and fee, the following intersections were identified for ramp upgrades (by the City):*
 - *23RD Avenue – 1 corner (3 corners meet ADA standards)*
 - *Path Connection – 2 curb ramps total*
 - *S. School entrance – not identified as requiring ramp upgrades per City*
 - *27th Avenue / N. School entrance – not identified as requiring ramp upgrades per City*
 - *28th Avenue – 4 corners, 8 ramps total*
 - *38th Avenue – not identified as requiring ramp upgrades per City*
 - *40th Avenue S – 1 ramp at east curblane to complete crossing, the other ramps at this intersection not identified as requiring ramp upgrades per City*
 - *40th Avenue N – 2 corners, 2 curb ramps total and one MEF memo*
 - *41st Circle – 2 corners, 2 curb ramps total and one MEF memo*
 - *43rd Avenue – 2 corners, 2 curb ramps total and one MEF memo*
- *HHPR to provide all topographic survey and supply existing conditions mapping and ground surface using AutoCAD Civil3D.*
- *Three plan submittals included: 1) 60% 2) 99% and 3) Finals (for bidding).*

- *In addition to the street and ramp design sheets, the plan set shall include:*
 - *Cover Sheet*
 - *Index Sheet*
 - *Legend and General Notes Sheet*
 - *Right of Way, Existing Conditions and Monumentation Sheets*
 - *Erosion Control Plans and Detail Sheets*
 - *Roadway Plans and Detail Sheets (will include signing and striping as necessary)*
 - *Location Map Sheet*
 - *Curb Ramps Detail Sheets*
- *For the 60%, 99% and Final plans, each plan sheet to show one ramp return location with the information as shown on the example on the following page. The scale of the plans will be either 1"=10' and/or 1"=5'. The street improvement sheets will be 1" = 20'.*
- *Technical Specifications will address project specific elements of the project and shall be based on recent specifications provided by the City for similar type projects.*
- *Cost estimate to be based on current bid tabs provided by the City and researched information from other local agencies.*
- *For fee estimating purposes, it is assumed that MEF documents will be required for approximately 3 ramp locations.*
- *Site visit for 60% plan review assume to be one day (8 hours) total for the project area.*

Task E: Design Services During Bidding and Construction

1. Assist City with addressing questions during bidding and prepare up to one addendum as directed by the City.
2. Assist City with design clarification or construction issues as requested by City Project Manager.

PROJECT ASSUMPTIONS

As requested by the City, services noted as exclusions below may be added as additional services. Refer to "Task Assumptions" noted above for additional assumptions.

1. Right of Way, Existing Conditions and Monumentation Sheets to be included in the plan set provided by the Consultant.
2. Design of street crossing assumed not required, and therefore not included.
3. Retaining wall design assumed not required, and therefore not included.
4. Storm drainage design assumed not required and therefore not included; however, vertical adjustments to drainage structure located within the ramp improvement areas will be included in the design.
5. Based on recent specifications provided by the City the Consultant shall prepare Specification Special Provisions (Div. 2 – Div. 9).
6. All public outreach efforts will be undertaken by city staff.
7. It is assumed that no easement or right of way acquisition will be required.
8. Preparation of as-builts not included within this proposal. As-builts can be prepared if required for an additional fee.
9. Consultant will identify utility conflicts and City staff will coordinate with utilities and other agencies.

EXHIBIT "B"
COSTS FOR SCOPE OF SERVICES

Compensation

Based on the fee proposals below, HHPR proposes that the total amount of the billings for this scope of work shall not exceed **\$114,315**. HHPR will not exceed this amount without prior written authorization and shall inform the City of any potential budget changes immediately.

Geotechnical Fee

Task	Total
Geotechnical Field Investigation	\$2,220
Right of Way Permit Acquisition	\$400
Subcontractor Drilling Services	\$2,200
Subcontractor Traffic Control Services	\$1,725
Engineering Calculations and Design Recommendations	\$2,530
Laboratory Analysis	\$1,250
Geotechnical Report Preparation	\$2,120
	\$12,445

Survey Fee

Task	Survey Mgr.	Project Surv.	Survey Tech.	Survey Crew Chief	Instrument Person	Total
Project Management	4					\$780
Research		2	10			\$1,640
Control Surveying		4	10	10	10	\$4,230
R/W Surveying		20	20	10	10	\$8,250
Topo and Base Map Survey		10	80	80	80	\$30,100
Total Hours	4	36	120	100	100	\$45,000
Rate	\$195.00	\$170.00	\$130.00	\$130.00	\$95.00	

Civil Engineering Fee

Task	Project Mgr.	Civil Engr.	Civil Des.	CAD	Project Engr. (QC)	Clerical	Total
Project Management	10					1	\$2,255
Roadway Design & Plans	6	10	20	20	2		\$8,530
ADA Design & Plans	12	60	60	60	4		\$28,860
Tech. Specs.	24				2	1	\$5,655
Project Est.	4	2	4	7.5	1	1	\$2,950
Site Visits	4	4					\$1,520
“MEF” memorandums	4	4			2	1	\$2,015
Bidding and Construction	15	10				2	\$5,085
Total Hours	79	90	84	87.5	11	6	\$56,870
Rate	\$215.00	\$165.00	\$140.00	\$120.00	\$195.00	\$105.00	

**EXHIBIT “C”
TITLE VI ASSURANCES**

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agree 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. **Equal Opportunity Employer:** The CONSULTANT, In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Consultant or its selection and retention of sub-consultants, including procurement of materials and leases of equipment, of any level, or any of those entities employees, agents, sub-consultants, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.
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 of the grounds of race, color, sex, or national origin.
4. **Information and Report:** 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 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.

The United States Department of Transportation
Appendix A of the
Standard Title VI/ Non-Discrimination Assurances
DOT Order No. 1050.2A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or Limited English Proficiency (LEP) in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or LEP.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

The United States Department of Transportation
Appendix E of the
Standard Title VI/ Non-Discrimination Assurances
DOT Order No. 1050.2A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat.252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
 - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), prohibits discrimination on the basis of sex);
 - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, prohibits discrimination on the basis of disability; and 49 CFR Part 27;
 - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123, as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - The Civil Rights Restoration Act of 1987, (PL 100-209), Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38.
 - The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*)