

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

Agreement Number:

Firm/Organization Legal Name (do not use dba's): PBS Engineering and Environmental Inc	
Address 415 W 6th Street, Suite 601, Vancouver, WA 98660	Federal Aid Number STPUL-703(004)
UBI Number 601-152-088	Federal TIN 93-0870218
Execution Date	Completion Date 12-31-2024
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input type="checkbox"/> No
Project Title 38th Avenue Street Improvements, Phase 3	
Description of Work Work will include traffic, structural, and design engineering, environmental permitting, public involvement, right of way acquisition, and other related professional services for the 38th Avenue Phase 3 Project. Professional services will include evaluations of alignment and profile alternatives, wall types, and utility coordination.	
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation
Maximum Amount Payable: 670,651.10	

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THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the City of Camas, hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

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

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory UDBE, the Consultant shall continue their outreach efforts to provide SBE firms maximum practicable opportunities.

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

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: James Carothers, P.E.
Agency: City of Camas
Address: 616 NE 4th Avenue
City: Camas State: WA Zip: 98607
Email: jcarothers@cityofcamas.us
Phone: 360-817-7230
Facsimile: 360-834-1535

If to CONSULTANT:

Name: Cory Kratovil, P.E.
Agency: PBS Engineering and Environmental INC.
Address: 415 W. 6th St, Suite 601
City: Vancouver State: WA Zip: 98660
Email: Cory.Kratovil@pbsusa.com
Phone: 360-567-2121
Facsimile:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

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

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits "D" and "E" attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT's direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits "D" and "E" shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits "D" and "E" will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits "D" and "E" shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY's option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fee.

- A. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

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

Agreement Number:

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

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

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

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

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

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

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

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

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

Insurance Coverage

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

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

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

Name: James Carothers, P.E.

Agency: City of Camas

Address: 616 NE 4th Avenue

City: Camas State: WA Zip: 98607

Email: jcarothers@cityofcamas.us

Phone: 360-817-7230

Facsimile: 360-834-1535

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

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

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third part, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

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

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

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

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

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

Signature

Date

Signature

Date

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

Exhibit A
Scope of Work

Project No.



Exhibit A

Scope of Work: 38th Avenue Street Improvements, Phase 3

City of Camas

City of Camas Project #T1024

PBS Project PR71519.000

I. Introduction

PBS Engineering and Environmental Inc. (PBS) and their Consultant team have been selected by the City of Camas (City) to perform traffic and design engineering, environmental permitting, public involvement, and other related professional services for the 38th Avenue Street Improvements, Phase 3 project. Professional services will include roadway engineering, structural engineering, environmental process and permits, and utility coordination.

The project team includes:

1. PBS – Prime consultant/project management, civil, survey, geotechnical, landscape architecture, public involvement support
2. WSP – Environmental permitting, wetland investigations, NEPA documentation
3. Archaeological Investigations Northwest (AINW) – cultural resources investigation
4. Universal Field Services (UFS) – right-of-way acquisition
5. Global Transportation Engineering (GTEng) – Traffic engineering (underutilized disadvantaged business enterprise [UDBE])
6. 3D Infusion – Structural drafting (UDBE)
7. Magna LLC – Geotechnical drilling (UDBE)

The project is funded through design and right-of-way phases with federal funds. Although there are currently no construction funds, this project is anticipated to be constructed in 2023.

II. Project Description and Background

The project will complete the final phase (Phase 3) of street and frontage improvements within the SE 20th Street/NW 38th Avenue corridor. Scope of work will include reconstruction of approximately 2,360 linear feet of roadway and frontage improvements along NW 38th Avenue, beginning at the intersection of NW 38th Avenue and NW Parker Street and terminating at the existing frontage improvements at Grass Valley Park.

The existing roadway has two lanes and is approximately 22 feet wide with no shoulders.

The proposed roadway will be a three-lane minor arterial with a curb-to-curb width varying between 40 and 46 feet. It is anticipated that the finished roadway will have two 12-foot-wide travel lanes and a center median/left-turn lane of variable width. Bike lanes and sidewalks will be constructed on both sides of the roadway.

This project extends the Phase 2 improvements that were constructed in June 2016. Preliminary Phase 3 construction plans were developed to a 30% level during the Phase 2 design process. A wetland delineation and a mitigation plan were approved for Phases 2 and 3, but the wetland delineation has since expired.

The project is anticipated to take 12 months of design and an additional 12 months of right-of-way acquisition.

III. Project Assumptions

1. The existing signal at Parker Street and 38th Avenue will not be impacted or adjusted with this project.
2. Project is anticipated to go out to bid in late 2022 or early 2023.
3. Project is anticipated to be constructed in 2023.
4. City will update the project prospectus, the City's Washington State Department of Transportation (WSDOT) Local Agency Agreements, supplements, and other WSDOT contracting items.
5. Stormwater flow control analysis will result in an underground detention pipe.
6. Permit fees will be paid for by the City.
7. All documents will be provided in electronic format.
8. The Consultant will coordinate with City staff regarding drafting standards and conventions.
9. Project has excluded all work below the ordinary high water mark (OHWM) of Fishers Swale. Any change in design that results in work below the OHWM will require a new scope and fee.
10. This project will not impact the existing culverts and wingwalls within the project limits.
11. The critical areas and minor design review application will be processed as Type 2 applications, and hearing examiner approval will not be required.
12. The City will conduct one round of review for all permit narratives and technical memoranda and provide a consolidated set of comments. Documents will be provided electronically.
13. Meetings are limited to those defined in project tasks.
14. The Consultant will assemble and submit applications to the City.
15. The National Environmental Policy Act (NEPA) review process will be a categorical exclusion process and the Categorical Exclusion Documentation Form and technical reports will be sufficient for environmental documentation. The preparation of an environmental assessment (EA) or environmental impact statement (EIS) is not included in this scope of work.
16. Washington State Department of Transportation Local Programs (WSDOTLP) and the City are responsible for permit review timelines, approvals, conditions of approval, and decisions.
17. A Hydraulic Project Approval (HPA) will not be required.
18. Construction staging plans are not included in contract.
19. The City will perform stakeholder outreach.
20. The City will determine recipients, print, and mail project mailers.

IV. Duties and Responsibilities of PBS

Task 1: Project Management and Administration

PBS will oversee project tasks and coordinate with City representatives to manage the scope, schedule, and budget for the preliminary engineering phase. This project is assumed to take up to 24 months to complete and advertise for construction.

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 markups; total cost for labor and expenses for the billing period; subconsultants fees including markups for the billing period; and a total amount summarizing labor, expenses, and subconsultant fees.
2. *Prepare a Contract Summary Report to accompany the monthly invoices.* The Contract Summary Report will list the amount billed the current period, total amount billed to date, total amount remaining under contract, and contract expiration date.
3. *Prepare Project Status Reports.* The Project Status Reports will list the amount billed the current period, total amount billed to date, total amount remaining under contract, and contract expiration date.
4. *Maintain all required-contract documentation.* Provide copies of project files and records to the City for audits and public information requests. Final documents shall be provided in electronic format as requested.
5. Maintain WSDOT Diversity Management Compliance System with monthly update on UDBE expenses.

Deliverables:

1. Monthly invoices, Contract Summary Reports, and Project Status Reports
2. Project documentation, upon request

Subtask 1.2: Meetings

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

1. Preparation for and attendance at project kickoff meeting with City staff including up to two PBS staff attending a 2-hour kickoff meeting with City staff in Camas.
2. Up to 40 weekly phone meetings with City staff.
3. Up to 12 internal PBS design team coordination and meetings.
4. Preparation for and attendance at 8 monthly project coordination meetings with City staff including one PBS staff. Other consultant team members will attend meetings as needed.
5. Meet with City staff after the review of the 30%, 60%, 90%, and Final plan submittals. These meetings will be attended instead of the monthly meeting these months.

Deliverables:

1. Meeting agenda and meeting summaries

Subtask 1.3: Management, Coordination, and Direction

1. The schedule will identify consultant tasks and items provided by the City and other consultants. The schedule shall be updated as circumstances require or as requested by the City (assumes one update).
2. The Consultant will prepare and submit an activities list and schedule to the City following the notice to proceed. The schedule will show appropriate milestones for the project, including intermediate and final submittal dates for design documents and key decision points.
3. The Consultant shall coordinate consultant tasks and activities with the City.

Deliverables:

1. Project schedule and schedule update
2. Summary notes of coordination efforts

Task 2: Surveying

Subtask 2.1: Surveying and Base Map

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

1. Establish a control network throughout the project limits based on the Clark County horizontal and vertical datum (NAD 83/91 & NGDV29/47).
2. Conduct research of existing records for information on deeds, surveys, plats, road right-of-way, and easements along the project corridor.
3. The survey field crew will collect data (property corners, right-of-way/centerline monuments, control and physical boundary/right-of-way features) in the project area and relevant to the project site. The project surveyor will then review research and field data and determine the current right-of-way location.
4. Order and obtain title reports for adjacent properties.
5. Perform topographic survey along the project corridor starting from the intersection of NW Parker Street and NW 38th Avenue, including approximately 2,500 feet east along NW 38th Avenue (full right-of-way). PBS will also survey the additional areas of NW Inglewood Street and along the private properties as defined on the attached survey limits exhibit. PBS will conduct research of existing records for information on available as-built and utility maps, request one-call utility locates and field survey existing above ground features (e.g., edge of pavement, curbs, sidewalks, buildings, trees, utilities, etc.), including cross sections necessary to produce 1-foot contour intervals. Prepare existing surface model reflecting collected topographic survey and breaklines.
6. Upon completion of topographic survey and development of the surface model, PBS will prepare an existing conditions base map showing mapped features and utilities collected from both survey and as-built plans.
7. Consultant will conduct site visits, take project photos of each property along the corridor and conduct field verification of survey data represented in project base map. Consultant will use photographs to document pre-project conditions.
8. Consultant will tie wetland flags using RTK (GPS) equipment in designated areas west of NW Parker Street and add locations to the survey base map.

Subtask 2.2: Pothole Survey Ties

1. Consultant will conduct pothole ties along designated locations for applicable utilities (assumes 15 potholes).

Subtask 2.3: Pre-Construction Record of Survey

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

Assumptions:

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

Deliverables:

1. Topographic survey
2. Pre-construction record of survey
3. Surface model
4. Base map
5. Legal descriptions and exhibits
6. Project photos

Task 3: Geotechnical Engineering

Geotechnical evaluation was completed for Phase 3 in conjunction with previous work for the project. Based on the current approach, PBS is proposing additional explorations and analyses to develop retaining wall solutions and confirm subsurface conditions along the alignment. We anticipate using the Phase 2 pavement section including cement amended subgrade.

Subtask 3.1: Geologic Map and Report Review

Geologic maps of the site area will be reviewed for information regarding geologic conditions and hazards at or near the site. PBS will also review geotechnical engineering reports for projects at the site and in the vicinity if available.

Subtask 3.2: Subsurface Exploration

Borings

Subsurface conditions will be explored by completing three borings using ATV drill rig. Borings will be advanced to depths of up to 30 feet below the existing ground surface (bgs) or practical refusal of the drilling equipment, whichever occurs first. In situ, standard penetration tests will be performed at 2.5- to 5-foot intervals. PBS will attempt to obtain undisturbed samples in thin-wall Shelby tubes for additional laboratory testing. The borings will be logged, observed groundwater levels noted, and representative soil samples collected by a member of the PBS geotechnical engineering staff.

Hand Augers

Subsurface conditions along the toe of the existing embankment slope will be explored by completing 4 to 6 hand augers to depths of 2 to 4 feet bgs to estimate the required depth of over-excavation in fill areas.

Soils Testing

Samples will be returned to our laboratory and classified by the Unified Soil Classification System (ASTM D2487) and/or the Visual-Manual Procedure (ASTM D2488). Laboratory tests may include natural moisture contents, Atterberg limits, and grain-size analyses, as appropriate.

Subtask 3.3: Geotechnical Engineering Analyses

The data collected during the subsurface exploration, literature research, and testing will be analyzed to develop geotechnical recommendations for design and construction.

Deliverable:

A geotechnical engineering report will be prepared containing the results of our work, including the following information:

1. Field exploration logs and site plan showing approximate exploration locations
2. Laboratory test results
3. Groundwater considerations
4. Liquefaction potential
5. Lateral earth pressures for design of sheet pile retaining walls, including:
 - a. Active, passive, and at-rest earth pressure coefficients
 - b. Soil unit weight, phi angle, and cohesion
 - c. Seismic lateral force
 - d. Groundwater and drainage considerations
6. Earthwork and grading, cut, and fill recommendations:
 - a. Structural fill materials and preparation, and reuse of on-site soils
 - b. Wet weather considerations
 - c. Utility trench excavation and backfill requirements
 - d. Temporary and permanent slope inclinations
7. Seismic design criteria in accordance with the current American Association of State Highway and Transportation Officials (AASHTO) Load and Resistance Factor Design (LRFD) and WSDOT Geotechnical Design manual (GDM)
8. Pavement subgrade preparation recommendations

Task 4: Environmental Review and Documentation

Subtask 4.1: Environmental Review and Documentation

The Phase 3 project has received federal funding and will require review and documentation under NEPA through WSDOT local programs, including Endangered Species Act (ESA) review. The Consultant will complete the NEPA CE Documentation Form and compile the NEPA environmental documentation in accordance with Chapter 24 of the Local Agency Guidelines (LAG) Manual, NEPA Categorical Exclusions.

In addition, federal, state, and local permits that were previously obtained for Phase 3 have expired, and an updated wetlands and water body delineation and new permit documents will be needed. Prior permits did not include NEPA Categorical Exclusion documentation. Permits will include a US Army Corps of Engineers (USACE) Section 404 authorization; Washington State Department of Ecology (Ecology) Section 401 Water Quality Certification; Washington Department of Fish and Wildlife (WDFW) hydraulic project approval; along with City of Camas minor design review, critical areas, and tree permit applications. Contingency tasks include a biological assessment and State Environmental Policy Act (SEPA) checklist, as WSDOT and the City will need to confirm these processes based on project impacts to be assessed as part of this scope of work.

Environmental Coordination (WSP)

The Phase 3 project has received federal funding and will require review and documentation under NEPA through WSDOT local programs, including ESA review. The Consultant will complete the NEPA Categorical Exclusion Documentation Form and compile the NEPA environmental documentation in accordance with Chapter 24 of the LAG Manual, NEPA Categorical Exclusions.

In addition, federal, state, and local permits that were previously obtained for Phase 3 have expired, and an updated wetlands and water body delineation and new permit documents will be needed. Prior permits did not include NEPA CE documentation. Permits will include a USACE Section 404 authorization; Ecology Section 401 Water Quality Certification; along with City of Camas minor design review, critical areas, and tree permit applications. Contingency tasks include a biological assessment (BA) and SEPA checklist, as WSDOT and the City will need to confirm these processes based on project impacts to be assessed as part of this scope of work.

This task includes the coordination meetings necessary to complete the project, including WSP's participation in:

1. Project kickoff meeting with City staff
2. Monthly team meetings with City staff over the course of the project
3. Internal team meetings with the design team; two Consultant staff will prepare for and attend

Assumptions:

1. Project kickoff meeting will be for two hours and attended by two Consultant staff.
2. Eight monthly team meetings will be for one hour and attended by two Consultant staff.
3. Three internal team meetings will be for two hours and attended by two Consultant staff.
4. Additional meetings with WSDOT beyond those described in the tasks below will not be required.
5. All meetings will be virtual.
6. PBS will prepare all meeting agendas and minutes.
7. Project management, including time for invoicing, over the 18-month project is included in each of the tasks below.

Deliverable:

1. Attend 12 meetings

Updated Wetland and Waterbodies Delineation

The previous wetland delineation is more than five years old and is no longer valid. Therefore, the Consultant will redelineate the boundaries of wetlands and OWHM of Fishers Swale within the study area. Wetland boundaries will be delineated in accordance with the criteria and methods described in the USACE 2010 *Regional Supplement to the USACE Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region – Version 2.0* (2010). OWHM boundaries will be demarcated according to the criteria defined in the Ecology publication titled *Determining the Ordinary High-Water Mark for Shoreline Management Act Compliance in Washington State* (2016). The study area for the project includes portions of the rights-of-way starting at the intersection of NW 38th Avenue and NW Parker Street continuing east approximately 0.5 mile, and portions of parcel numbers 177665000, 177678000, 177683000, 177671005, 125395000, 125408000, 124980000, and 125010000. Total study area is estimated to be 9.5 acres in size and 0.5 mile long.

To complete this work, the Consultant will conduct the following tasks:

1. Review background information, including soil maps, topographic maps, National Wetland Inventory maps, and recent and historic aerial photos to assist in determining the location of jurisdictional wetlands.
2. Conduct a field investigation and collect data, determine the wetland boundaries, record the boundaries using a GPS unit capable of post-processed sub-meter accuracy, and flag them in the field for future verification by regulating agencies and for survey.
3. Delineate the OWHM of Fishers Swale south of the existing roadway east of the intersection with NW Parker Street.
4. Compile the data collected in the field onto wetland data sheets and summarize the results in report form.
5. Assess all delineated wetlands using the most recent version of the *Washington State Wetland Rating System for Western Washington* (2014).
6. Prepare the graphics required for concurrency by the regulating agencies for inclusion in the delineation report.
7. Prepare a draft and final project-specific wetland and waterbodies delineation and assessment report for the study area that summarizes the findings of the field investigations.
8. A senior scientist will participate in a meeting with the Consultant design team to discuss the mapped wetlands within the corridor and identify opportunities to avoid and minimize wetland impacts and permitting strategies.

Assumptions:

1. Delineation report includes up to 10 graphics.
2. Wetland delineation field work will be limited to eight hours.
3. Based on the previous wetland study, there are five wetlands within the Phase 3 study corridor.
4. The City will coordinate rights-of-entry to parcels not owned by the City.
5. The City will conduct one round of review on the wetland delineation; any resulting edits will be minor and will not require additional technical analysis.
6. A senior scientist will participate in a two-hour virtual meeting with the Consultant design team.

7. Wetland field work will include up to eight hours of staff time.
8. No formal agenda or meeting minutes will be prepared from the meeting.

Deliverable:

1. Draft and final updated wetlands and waterbodies delineation report

Subtask 4.2: NEPA Process

Methods and Assumption Categorical Exclusion Documentation

The Consultant will conduct an early virtual meeting with WSDOT Southwest Region Local Programs and City staff. This meeting is intended to reach a common understanding between the project team and agency staff regarding review protocols and the level of detail needed to support the environmental considerations included in the NEPA Categorical Exclusion Documentation Form that will be prepared for the project. For this meeting, the Consultant will use the NEPA Categorical Exclusion Documentation Form for discussion with WSDOT and City staff to review each section documenting required NEPA documentation. Following the meeting, the Consultant will provide written bullets documenting the discussion for each section of the form with WSDOT and the City and addressing:

1. Verification of the agencies responsible for NEPA and SEPA review and identification of staff contacts.
2. Affirmation of the level of technical support documentation to be provided.
3. Verification of the level of NEPA review, which is anticipated to be a categorical exclusion.

Assumptions:

1. A one-hour virtual meeting with WSDOT and City staff attended by the Consultant project manager from PBS and a senior planner and senior scientist from WSP.
2. The Categorical Exclusion Documentation Form bullets will document the required environmental technical reports and no agenda or meeting minutes will be prepared.

Deliverables:

1. Draft and final NEPA Categorical Exclusion Documentation Form noting required NEPA documentation

NEPA Categorical Exclusion Documentation

Compliance with NEPA will be documented in a Categorical Exclusion Documentation Form and supporting documentation, including technical memoranda created for the project. Table 1 shows the discipline areas that will be addressed through the Categorical Exclusion Documentation Form, those that will require additional technical analysis and documentation, and the team member responsible for each element. The Consultant will complete the NEPA Categorical Exclusion Documentation Form and compile the NEPA environmental documentation in accordance with Chapter 24 of the LAG Manual, NEPA Categorical Exclusions – A Guidebook for Local Agencies, and other appropriate WSDOT and/or Federal Highway Administration (FHWA) guidance documents.

Table 1. NEPA Environmental Elements and Proposed Documentation

NEPA CE Environmental Elements	Proposed Documentation	Team Member
Part 4: Environmental Considerations		
Air Quality	CE Documentation Form	WSP

NEPA CE Environmental Elements	Proposed Documentation	Team Member
Critical/Sensitive Areas	Sole Source Aquifer Checklist Critical Areas Report	PBS WSP
Cultural Resources/Historic Structures	Cultural Resources Report	AINW
Floodplains and Floodways	CE Documentation Form	WSP
Hazardous and Problem Waste	Right sized Hazardous Materials Report	PBS
Noise	CE Documentation Form	WSP
Parks, Recreation Areas, Wildlife Refugees, Section 4(f)/6(f), etc.	<i>de minimus</i> Impact Determination	PBS
Agricultural Lands	CE Documentation Form	WSP
Rivers, Streams or Tidal Waters	CE Documentation Form	WSP
Tribal Lands	CE Documentation Form	AINW/WSP
Visual Quality	CE Documentation Form	WSP
Water Quality/Stormwater	Water Quality/Stormwater Report	PBS
Commitments	CE Documentation Form and Commitments Registry	PBS
Environmental Justice	EJ Memo, EJ Matrix, and Census Data	WSP
Part 5. Biological Assessment and Essential Fish Habitat Evaluations	No Effect Letter	WSP

Table 1 shows the discipline areas that will be addressed through the Categorical Exclusion Documentation Form, those that will likely require additional technical analysis and documentation, and the Consultant team member responsible for each element. This scope of work assumes the NEPA process will be classified as a categorical exclusion, and additional disciplines/reports or analysis beyond those assigned in Table 1 will not be necessary.

A WSDOT Categorical Exclusion Documentation Form will be completed. The Consultant will finalize the form based on one round of City review and will submit copies of the final form to WSDOT for review. The Consultant will finalize the form based on one round of WSDOT review.

Assumptions:

1. WSDOT is responsible for NEPA review timelines and decisions.
2. NEPA documentation is assumed to be a categorical exclusion, and the preparation of an EA or EIS is not included in this scope of work.
3. Document preparation will begin upon the selection of a preferred alternative.
4. Up to 14 hours of coordination between the Consultant and WSDOT staff is included in this task.
5. The project is exempt for additional air quality analysis per 40 CFR 93.126 – shoulder improvements and bicycle/pedestrian facilities.
6. The critical areas report prepared for City permits will document the existing critical and sensitive areas, wildlife, rare plants, or habitat located within the project area and no additional documentation is required.

7. The project does not meet the criteria for when a noise analysis is needed, and no additional documentation is required.
8. No impacts to floodplains and floodways are anticipated, and no additional work is expected.
9. No impacts to resource lands or prime farmlands are anticipated, and no additional work is expected.
10. No impacts to rivers, streams, or tidal waters are anticipated, and no additional work is expected.
11. No impacts to visual resources are anticipated and no additional work is expected.
12. Technical memoranda noted above are included as separate tasks.
13. Form will occur; these will require minor edits and will not require additional technical analysis.

Deliverables:

1. Draft and final Categorical Exclusion Documentation Form

Sole Source Aquifer Checklist

The proposed project is located within the Troutdale Aquifer System, a sole source aquifer that is regulated by the Environmental Protection Agency (EPA) under 1424(e) of the Safe Drinking Water Act of 1974 (Public Law 93-523, 42 USC. 300 et seq.). A memorandum of understanding (MOU) exists between EPA, WSDOT, and FHWA that identifies when a sole-source aquifer review by EPA is required for federal aid projects in Washington State. Attachment C of the MOU specifies that projects that require detention or retention basins and/or involve the addition or widening of lanes will require a sole source aquifer review.

For this task, the Consultant will complete a draft copy of the EPA sole source aquifer review checklist for City review. The Consultant will revise the draft checklist based on project team comments and submit a final revised checklist to the applicable EPA Regional 10 administrator for review via email. The EPA administrator has 30 days to respond to this request.

Deliverables:

1. Draft and final sole source aquifer checklist as an electronic file

Cultural Resources

AINW previously completed a cultural resource survey for this project and related projects for the City, including a proposed mitigation area. We understand that ground disturbance for the proposed project will be limited to the Area of Potential Effects (APE) that was previously surveyed for cultural resources. This scope of work assumes that no additional survey fieldwork will be required, although a brief field visit to check on current conditions is included.

1. Prepare an APE letter including photos of current conditions and maps of the project showing the extent of proposed ground disturbance and previous studies. The City will submit this to WSDOT. WSDOT will review and submit to the Department of Archaeology and Historic Preservation (DAHP) and Native American Tribes.
2. As part of the APE letter, AINW and PBS will compare the APE for the project as currently proposed to areas previously surveyed for the project. It is assumed that the current APE has been adequately covered by previous studies, and that in the APE letter AINW will recommend that no additional work is needed.

3. Assist with preparing SEPA checklist #13 by summarizing information about cultural resource potential.
4. Verify with WSDOT as to whether an IDP would be needed or not. It is assumed that an IDP will not be needed.

Right Sized Hazardous Materials Report

PBS will complete a hazardous materials assessment of the site and present the results in a hazardous materials discipline report (Hazmat Report). The assessment will be conducted using methods and procedures in general accordance with WSDOT NEPA Categorical Exclusion Handbook (Chapter 4.5). The report will be compliant with FHWA NEPA requirements, as well as the Hazardous and Problem Waste section of the Local Programs NEPA Categorical Exclusion Form. The assessment will include using the following resources to identify sites or areas of potential concern:

1. Ecology records available through their public web portal

Additionally, a windshield survey of the site will be conducted. The survey will include observing the site from the public right-of-way and will not include accessing nonpublic property. Site features will be documented in a photograph log to be included in the Hazmat Report.

Draft and Final Hazmat Reports will be provided in electronic format and will identify and evaluate known or potentially contaminated sites that may:

1. Affect the environment during construction;
2. Create significant construction impacts; and/or
3. Incur cleanup liability to the local agency.

The level of effort for the discipline report is dependent largely on the conditions and construction parameters of the proposed construction. Based on our current understanding of the project, a low-level assessment will adequately characterize the site and potential risks at the current stage of development.

Section 4(f) de minimis Impact Determination

Prepare de minimis use documentation for the temporary impact of Grass Valley Park.

1. Prepare a letter of concurrence for use by the City.
2. Prepare public meeting information.
3. Attend one City council meeting for discussion of de minimis use of the park property.

Exclusions:

1. 4(f) programmatic or individual evaluations.
2. 4(f) documentation of other properties.

Commitments Registry

Environmental commitments include both mitigation required through environmental permitting and conservation measures that are made to agencies or the public to mitigate the effects of a project on the environment. The Consultant will review the following potential sources of commitments for Phase 3 and create a registry of commitments associated with any previous permits and/or conservation measures.

1. Section 106 Memorandum of Agreement
2. Section 404 authorization
3. Section 401 water quality certification

4. State environmental agency permits or coordination
5. Other state, regional, and local permits and coordination
6. Other study documents, agreements, memoranda of understanding
7. Other commitments to stakeholders.

The Consultant will provide the Commitments Registry to the City for review and approval before sending to WSDOT Local Programs for review. The Consultant will finalize the form based on one round of City review and one round of WSDOT review.

Assumptions:

1. The City will provide information on any known permits or commitments from Phases 1 and 2, and any other permits or commitment made by other landowners in the project corridor.
2. Commitments registry is limited to the commitments that apply to the Phase 3 project.
3. The commitments registry will be attached to the Categorical Exclusion Form for documentation.
4. After final delivery of the commitment register, the City will be responsible for managing and maintaining the commitment register, including any subsequent permit updates, and will be responsible for providing the register to WSDOT and/or FHWA if requested.

Deliverable

1. Draft and final commitments registry

Environmental Justice

The Consultant will prepare an analysis of the Title VI Population Groups within the project area and prepare an environmental justice technical checklist/technical memorandum to document compliance with the environmental justice executive order.

Population breakdown will conform to US Department of Transportation definitions for “minority” and “low-income.” Methods for identification will include the review and analysis of a primary data source—the current 2010 US Census—and a secondary data source, such as student demographic data made for the local public school as published in the Washington State Report Card. This research will determine if any special populations reside within the project limits. Based on this research, the absence or presence of special population groups will be documented. If such groups are present in the project area, potential impacts, including the possibility for disproportionate adverse impacts on these populations would be evaluated consistent with Title VI of the Civil Rights Act of 1964. If required, mitigation measures for such impacts would be identified.

The Consultant will complete the environmental justice matrix and will assemble the above material into an environmental justice technical memorandum for City and WSDOT review and comment. The Consultant will finalize the memorandum based the City review and submit one electronic copy of the final environmental justice technical memorandum to WSDOT.

Assumptions:

1. Door-to-door visits in the area will not be conducted.

2. A formal discipline report is not anticipated, and the environmental justice technical memorandum will be sufficient for NEPA compliance. If a formal discipline report is required, a separate scope and fee will be prepared.
3. Up to one round of City review and one round of WSDOT review will be necessary.

Deliverables:

1. Draft and final environmental justice matrix and checklist/technical memorandum

Endangered Species Act – No Effect Letter

The Consultant will prepare a letter that documents how the project will affect ESA-listed species. This scope of work assumes that it will be a letter of no effect. To prepare the No Effect Letter, the Consultant will complete the following tasks.

1. Confirm which species and critical habitat National Marine Fisheries Service (NOAA Fisheries) and the US Fish and Wildlife Service (USFWS) have listed that could occur within the project area through the use of existing databases.
2. Detail the known location of ESA-listed species—from existing databases—in relation to the proximity to the project site, including a brief project description and qualitative effects analysis.
3. Address the proposed interchange improvements, new impervious surfaces, and related stormwater effects on ESA-listed species.
4. Prepare up to four figures, including a vicinity map and an aerial photograph and ground-level photographs of the project site.

The Consultant will complete the letter for City and WSDOT review and comment. The Consultant will finalize the memorandum based the City and WSDOT review and submit one electronic copy of the final No Effect Letter to WSDOT.

Assumptions:

1. No ESA-listed species or critical habitats occur within or in close proximity to the project, and a biological assessment is not required.
2. No quantitative assessment of stormwater pollutants is required for the No Effect Letter.
3. Specific species surveys using standard survey protocol are excluded from this scope.
4. Draft and final deliverables will be provided in electronic format
5. The City will conduct one review cycle of the draft no effect letter.
6. City and WSDOT comments on draft documents will be editorial in nature and minor in content.

Deliverables:

1. Draft and final No Effect letter

Subtask 4.3: State and Federal Permits

Mitigation Analysis

The Consultant will conduct an analysis of mitigation completed for Phases 1, 2, and 3 and compare that amount completed to the amount of mitigation needed based on revised wetland impacts for Phase 3. The

analysis will be used to determine if the previously completed mitigation can be used as advanced mitigation, resulting in a reduction of the mitigation ratio needed to compensate for Phase 3 impacts. The results of the mitigation analysis will determine the amount of mitigation required to compensate for Phase 3 impacts. This task includes coordination with federal, state, and local agencies to negotiate an agreed upon acreage of advanced mitigation and an appropriate mitigation ratio. The Consultant will prepare a technical memorandum summarizing the mitigation analysis.

Assumptions:

1. Wetland impact totals for Phase 3 will be based on the updated 30% plans described in Task 8 below.
2. Existing mitigation acreage and conditions will be based on recently completed monitoring reports and no new studies or field work will be required.
3. Up to eight hours of coordination time with agencies on mitigation.

Deliverable

1. Draft and final mitigation analysis technical memorandum

Bank Use Plan

Based on the results of the mitigation analysis completed in the Mitigation Analysis subtask, a bank use plan will be prepared to address the mitigation that will be accomplished through purchasing mitigation credits at the Terrace Mitigation Bank for the remaining project related impacts to wetlands and waterbodies.

A bank use plan will be prepared in accordance with USACE, Ecology, WDFW, and City mitigation bank use standards. The plan will identify the ways the project has avoided and minimized impacts to the extent practicable, as well as the construction methods used to restore any temporary impacts and, thereby, self-mitigating temporary impacts to wetlands, wetland buffers, aquatic habitat, and/or riparian buffers. The plan will also detail the unavoidable, permanent impacts to wetlands, wetland buffers, aquatic habitat, and/or riparian buffers and detail the compensatory mitigation required to offset the permanent impacts.

The bank use plan will describe the necessity for the permitted action and include a narrative of the proposed project, an ecological assessment of the proposed self-mitigating measures, a list of best management practices (BMPs), conceptual plans showing typical graphics for the areas impacted and methods to restore the impacted areas to existing conditions, and specific graphics showing permanent impacts. The bank use plan will detail the amount of credits needed to compensate for project impacts. The Consultant will complete the bank use plan for City review and comment. The Consultant will submit the final bank use plan to USACE, Ecology, WDFW, and City planning staff in the permit application package.

Upon approval of the federal, state, and local permits the Consultant will prepare the purchase agreement between the mitigation bank and the City for review. The Consultant will electronically send the final purchase agreement to the mitigation bank and the City will purchase the bank credits.

Assumptions:

1. Required graphics are limited to 12 figures.
2. Project related impacts are eligible to be compensated at the Terrace Mitigation Bank and the regulatory agencies will accept the use of the bank.

3. Aquatic impacts will not require a habitat equivalency analysis because on-site waterbodies do not support ESA-listed fish species.
4. Mitigation bank use plan will require no more than one round of review by the City.
5. City is responsible for payment of the mitigation credits.

Deliverables:

1. Draft and final bank use plan (one electronic copy)
2. Draft and final bank purchase agreement (one electronic copy)

Joint Aquatic Resources Application Form

Because project activities will affect wetlands and Fishers Swale, a Joint Aquatic Resources Permit Application (JARPA) will be completed for the project. The JARPA will address permits and authorizations required for the project for a Section 404 Clean Water Act authorization from USACE and a 401 Water Quality Certification from Ecology.

It is anticipated that the project will qualify for a USACE Nationwide Permit No. 23—Approved Categorical Exclusions—and would not require an individual Section 404 permit and no alternative analysis is required. The JARPA application will also be used to apply for a Section 401 water quality certification from Ecology. The Consultant will coordinate with Ecology prior to issuance of the Section 404 permit to ensure that Ecology has received all pertinent information to verify Section 401 water quality compliance. The project must comply with state water quality standards and other aquatic resource protection requirements under Ecology's authority to receive a Section 401 water quality certification.

The JARPA application will include the USACE forms, background information in the form of supporting documents (as detailed in other tasks), and associated graphics. Both permanent and temporary impacts are regulated by USACE through its permitting process. However, wetlands that are temporarily filled, flooded, excavated, or drained, but restored to preconstruction contours and elevations after construction, are not included in the measurement of wetland loss by USACE.

The Consultant will file the JARPA and supporting documentation with USACE and Ecology and follow up with these agencies in their review of the applications for a Section 404 permit and Section 401 certification for the project. The Consultant will conduct two coordination meetings with agency staff to facilitate permit application review and permit issuance. The Consultant will also coordinate with the City and the project team regarding conditions of approval on the permits.

Assumptions:

1. Required graphics are limited to 10 figures prepared by PBS.
2. Scope of work includes 20 hours of coordination with USACE and Ecology.
3. The project will qualify for Nationwide 23, and a Section 404(b)(1) alternatives analysis will not be required.
4. The project will have more than a half-acre of impacts to waters of the state and is not pre-certified under Section 401 by Ecology and a formal review by Ecology is required.
5. USACE will not require any additional NEPA documentation other than the documentation prepared for the WSDOT Categorical Exclusion process.

6. The No Effect Letter prepared for the NEPA process to document project related impacts to ESA-listed species will be used by the USACE and no additional documentation is required.
7. Compensatory mitigation will be required for permanent impacts to waters of the US and the bank use plan prepared in the bank use plan subtask will be used to document compensatory mitigation requirements.
8. Use of updated 30% design drawings will be sufficient to prepare and submit permit documents.
9. Following submittal of permits, design changes will not be made which result in changes to project impacts or required mitigation.
10. The JARPA will require one round of City review and one round of revision.
11. This task assumes attendance by one senior scientist at up to two, one-hour virtual permit coordination meetings with agency staff. No formal agenda or meeting minutes will be prepared from these meetings.
12. Consultant will provide up to eight hours review and team coordination of final USACE and Ecology conditions of approval.

Deliverable

1. Draft and final JARPA and graphics

Subtask 4.4: City Permits

Camas Pre-application Conference Application

The project will require City design review, critical areas, and tree permits which will require Type II administrative permitting. The pre-application conference allows the project team to meet with representatives of the relevant departments to identify issues and requirements associated with the proposed development. During the virtual pre-application meeting, City staff will confirm permitting requirements associated with the project. The Consultant will conduct the following for the Pre-application Conference.

1. Complete the application form.
2. Prepare a narrative describing the project, listing applicable planning and development code provisions, and documenting questions that the project team have for City staff to discuss at the pre-application conference.
3. Provide the draft pre-application submittal to the City and incorporate comments.
4. Compile and submit the final application submittal to the City.
5. Coordinate the scheduling of the pre-application conference with the project team.
6. Prepare for and participate the pre-application conference.
7. The City will provide pre-application conference comments within one week from the conference and the project team will discuss the City comments during one of the scheduled meetings in Task 4.0.

Assumptions:

1. Two Consultant staff (a senior planner and a senior scientist) will attend the one-hour virtual pre-application conference.

Deliverables:

1. Draft and final pre-application conference application submittal

SEPA Documentation

A new SEPA checklist will be required as part of this project based on the amount of project element changes such as the amount of grading and fill within critical areas compared to the prior issued project SEPA determination of nonsignificance issued for the Phase 3 project.

The Consultant will complete a SEPA checklist in accordance with SEPA (Revised Code of Washington 43.21C), SEPA Rules (Washington Administrative Code 197-11), and City Municipal Code (CMC). The Consultant will work with the City and provide a draft SEPA for review and comment prior to finalizing the SEPA and the City issuing its determination.

Assumptions:

1. The City will act as the SEPA lead agency and issue a threshold determination.
2. One round of City review; City revisions and comments on the SEPA checklist will be minor and will not require additional technical analysis.
3. The SEPA threshold determination is anticipated to be a Determination of Nonsignificance (DNS) or a Mitigated Determination of Nonsignificance (MDNS).
4. A SEPA environmental impact statement will not be required.

Deliverables:

1. Draft and final SEPA checklist

Minor Design Review

The project area is within a designated gateway within the City as shown on the city zoning map. This designation triggers the City design review process and requires submittal of documentation addressing consistency with the City's gateway and corridor standards and addressing design review checklist approval criteria. The design review application will address consistency of the proposed landscaping, street trees, lighting, walls and fence, outdoor furniture, pavement, and materials with City design criteria. The design review process will also require a photometric plan and lighting specification, landscaping plan, and photos of any planned wall/fencing, outdoor furniture, pavement, and materials. The Consultant will work with City review staff to obtain a draft Type 2 staff report for the minor design review permit and will circulate the draft staff report to the City project team via email for review and input. The Consultant will collect and compile team comments on the staff report and will respond to City review staff with any suggested edits to the staff report.

CMC 18.19.050 requires that an application for minor design review include the following submittal items which will be prepared by the Consultant:

1. Permit application form
2. Project design review narrative
3. Submittal of required plans and photos of design

Assumptions:

1. The project is subject to the minor design review process.

2. The design review process will not require review by the City Design Review Committee.
3. Required photometric, landscape plans, and photos of design materials and examples will be prepared by PBS.
4. One round of review on the draft staff report.

Deliverables:

1. Application form and compilation
2. Draft and final minor design review application submittal
3. Review and coordination of a draft staff report document with the City and project team

Critical Areas Report

The project area is known to contain multiple critical areas as regulated under CMC 18.03. These critical areas include wetlands, fish and wildlife habitat conservation areas, and critical aquifer recharge areas. Because it is anticipated that the project will affect wetlands, streams, and/or associated buffers, a Type 2 critical areas permit will be required.

The Consultant will prepare a critical areas permit application that will include the master application, property packet, and critical areas report that summarizes how impacts will be avoided, minimized, and/or mitigated for each type of critical area, including supporting documents, such as the mitigation bank use plan (completed under Bank Use Plan subtask), wetland delineation (completed under the Environmental Review and Documentation subtask), and the geotechnical report (completed under Task 3.0).

The Consultant will work with City review staff to obtain a draft Type 2 staff report for the critical areas permit and will circulate the draft staff report to the City project team via email for review and input. The Consultant will collect and compile team comments on the staff report and will respond to City review staff with any suggested edits to the staff report.

Assumptions:

1. Report graphics are limited to 16 figures.
2. Critical areas impacts may include both temporary and permanent impacts.
3. The City planning staff will agree that temporary project impacts are adequately mitigated by construction methods and restoring impacted areas to their existing condition.
4. One round of review on the draft staff report.
5. Consultant will provide up to four hours of review and team coordination of the draft staff report.
6. Mitigation bank use plan defined above will be adequate to address critical areas impacts and no further project mitigation will be required to address project effects on critical areas.

Deliverables:

1. Application form and compilation
2. Draft and final critical areas report
3. Review and coordination of a draft staff report document with the City and project team

Critical Aquifer Recharge Area Report

A Critical Aquifer Recharge Area (CARA) report is anticipated to be required and will be provided by the Consultant.

Deliverables:

1. Draft and final CARA report

Camas Tree Permit

It is expected that the design improvements may result in the removal of existing trees within the City's right-of-way and adjacent vicinity. The City of Camas regulates trees considered "significant trees." These are defined by CMC 18.03.050 Environmental Definitions as evergreen trees 8 inches and larger in diameter at breast height (dbh), and deciduous trees, other than red alder or cottonwood, 12 inches and larger in dbh. For the tree/vegetation survey the Consultant will conduct the following tasks.

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

Assumptions:

1. The City will conduct one round of review and comment on the tree survey and tree restoration plan.
2. The tree restoration plan will accompany the other project permits but will not require a separate permit application.
3. Tree mitigation locations will be combined with the critical areas mitigation plan to the extent possible.

Deliverables:

1. Draft and final tree survey (one electronic copy)
2. Draft and final tree restoration plan (one electronic copy)

Task 5: Structural Engineering

This task is focused on the design development for site retaining walls along the northern and southern edges of the proposed improvements along NW 38th Avenue. The other discipline design activities associated with these structures, is presented elsewhere in this scope of services.

Meetings:

No additional meetings are assumed for this subtask. See the Meetings subtask for description of meetings. One structural staff member will attend up to 10 internal meetings.

Deliverables:

See the following subtasks for lists of anticipated sheets, special provisions, and opinion of probable construction cost associated with the site retaining walls.

Subtask 5.1: Alternatives Analysis

The primary work activities for this task include:

1. Develop conceptual exhibits and an opinion of probable construction cost for up to three retaining wall types for use within the project limits.
2. Develop a memorandum describing the proposed retaining wall types with a recommendation for each wall location.

Deliverables:

1. Retaining wall plan and profile exhibits for evaluated walls (PDF format)
2. Retaining wall memorandum (PDF format)
3. Opinion of probable construction cost for evaluated retaining walls and wall types (PDF Format)

Subtask 5.2: 60% Design

The consultant will address review comments on the Alternatives Analysis design and update alternative analysis exhibits to support the civil design 60% milestone. The exhibits will depict a single alternative for each site retaining wall location developed as part of the Alternatives Analysis phase. The updated site retaining wall exhibits will be used to assist the environmental permitting process.

The development of plan sheets and construction documents will be delayed until the 90% design stage.

The 60% Design structural plans shall include:

1. Updated conceptual exhibits for site retaining walls
2. Site retaining wall typical detail exhibit

Deliverables:

1. 60% structural site retaining wall exhibits (PDF format)
2. 60% structural opinion of probable construction cost (PDF format)
3. Comment log with responses for City comments received on the Alternatives Analysis deliverables (Excel format)

Subtask 5.3: 90% Design

The Consultant will address review comments from the 60% deliverables and develop construction documents to the 90% Design stage. These documents will consist of plans, specifications, and an opinion of probable

construction cost. Specifications will be based on WSDOT Standard Specifications, 2021 and amendments, general special provisions, and project specific special provisions (if required) associated with anticipated construction bid items.

The 90% plan set shall include the following sheets:

1. Structural general notes sheets
2. Site retaining wall plan and profile sheets
3. Site retaining wall typical detail sheet

Deliverables:

1. 90% structural plans (PDF format)
2. 90% structural special provisions (PDF and Word formats)
3. 90% structural opinion of probable construction cost (PDF format)
4. 60% comment log with responses to City comments (Excel format)

Subtask 5.4: Final Design

The Consultant will address review comments from the 90% plans and develop construction documents to the Final design submittal. These documents will consist of plans, specifications, and an opinion of probable construction cost. Final documents will be sealed as appropriate for jurisdictional engineering review.

Final design phase plan set shall include:

1. Finalized structural general notes sheets
2. Finalized site retaining wall plan and profile sheets
3. Finalized site retaining wall typical detail sheet

Deliverables:

1. Final structural plans (PDF format)
2. Final structural special provisions (PDF and Word formats)
3. Final structural opinion of probable construction cost (PDF format)
4. 90% comment log with responses to City comments (Excel format)
5. Stamped design calculation book for site retaining walls (if required)

Subtask 5.5: Quality Assurance/Quality Control

The consultant will provide quality control and quality assurance (QA/QC) reviews of the listed deliverables prior to submittal to the City for their review. Reviews will be documented as part of the project record. Reviews will be conducted by senior design staff with adequate experience for the type of structure being represented within the construction documents.

Task 6: Traffic Engineering

Subtask 6.1: Lighting Analysis

GTEng will conduct a detailed lighting analysis using the AGI32 software package to determine light levels for the proposed roadway lighting along NW 38th Avenue. The lighting will be designed to achieve average maintained illuminance and uniformity values per the Illumination Engineering Society of North America's RP-8-18 guidelines. GTEng will determine the appropriate luminaire mounting heights, pole setback, spacing, and pole configuration along the alignment. It is the current understanding that the Autobahn luminaire (current

City standard) will be used in the analysis. No luminaire selection process other than the appropriate wattage luminaire will be required as part of this scope of services.

Base mapping for the lighting analysis will be provided by the design team in AutoCAD format. Illuminating Engineering Society (IES) files for the luminaire(s) used in the analysis will be obtained by GTEng from the manufacturer.

The results of the lighting analysis will be summarized in a graphical output of the obtained light levels along with a brief memorandum documenting lighting standard, methodology followed, and results. Based on review comments received from the City, GTEng will update the lighting analysis and provide a final graphical output and memorandum.

Deliverables:

1. Draft and final graphical lighting output and lighting summary memorandums

Subtask 6.2: Roadway Illumination Design

GTEng will prepare roadway illumination plans along NW 38th Avenue within the project limits. The plans will be based on the outcome of the approved lighting analysis from the Lighting Analysis subtask. The plans shall identify pole types, conduit, junction boxes, wiring, and power sources. GTEng will coordinate with Clark Public Utilities to locate and confirm power service locations. Once power service locations have been identified, GTEng will perform voltage drop calculations to determine required lighting circuits, wire sizes, and conduit sizes. The roadway lighting design will be closely coordinated with City of Camas staff and the design team. Up to two field visits have been included under this subtask.

GTEng will work with local utilities to resolve possible conflicts with the roadway lighting systems. One utility meeting has been included under this subtask. The final submittal will consist of the following plan sheets:

1. Roadway Illumination Plans (three sheets) – layout sheet showing the project area, conduit, wiring, junction boxes, light pole locations, light pole schedule power connections – (1 inch equal to 20 feet)
2. Wiring Schematic (one sheet) – not to scale
3. Standard Drawings (four sheets) – not to scale

Base plans showing curbs, sidewalks, right-of-way, and existing utilities will be provided by the design team in AutoCAD format.

GTEng will use the most current version of the City of Camas Specifications for roadway lighting in preparing special provisions for this project. The special provisions will be based on and supplement the Washington State Standard Specifications for Road, Bridge, and Municipal Construction.

GTEng will provide a lighting cost estimate for each submittal. The engineer's cost estimate will be based on Washington State bid history data and subconsultants internal cost estimating data. Costs estimates will be developed based on WSDOT bid items and will be provided in Excel format.

All submittals will be provided in electronic format.

GTEng anticipates four formal review cycles will be required through the course of the project. Submittals will be provided at the 30% 60%, 90%, and Final design levels. For each review cycle, GTEng will provide the City

with plans in electronic half size (11- by 17-inch) PDF format. GTEng will address and incorporate comments received for each of the review cycles into each subsequent submittal.

Deliverables:

1. Voltage drop calculations – to be included with 60% submittal
2. Special provisions – to be included with 90% and Final submittals
3. Cost estimate – to be provided at the 60%, 90% and Final submittals
4. Illumination plan sheets prepared to be included with all submittals
5. Detail sheet(s) showing light poles, foundations, pull boxes and other details as necessary – to be included with all submittals

Subtask 6.3: Striping Design Services

GTEng will develop plans and details for roadway signing and striping to accommodate the roadway improvements associated with the NW 38th Avenue improvements. The signing and striping will be designed to meet the City of Camas and Manual on Uniform Traffic Control Devices standards.

The subconsultant will develop supplemental special provisions for signing and striping. The special provisions will be based on and supplement the Washington State Standard Specifications for Road, Bridge, and Municipal Construction. The special provisions will be developed and submitted for review in Word format.

The subconsultant will develop an engineer's cost estimate for the signing and striping elements of the project. The engineer's cost estimate will be based on Washington State bid history data and subconsultants internal cost estimating data. Costs estimates will be developed based on WSDOT bid items and will be provided in Excel format.

GTEng anticipates four formal review cycles will be required through the course of the project. Submittals will be provided at the 30% 60%, 90%, and Final design levels. For each review cycle, GTEng will provide the City with plans in electronic half size (11- by 17-inch) PDF format. GTEng will address and incorporate comments received for each of the review cycles into each subsequent submittal.

Deliverables:

1. Signing and Striping sheet – Three plan sheets (1 inch equal to 20 feet)
2. Signing and Striping detail sheet – One sheet (NTS)
3. Special provisions
4. Engineers cost estimate

Task 7: Water Resources Engineering

Not included in contract as stream is assumed to not be realigned.

Task 8: Design Engineering

The Consultant will advance the design to 30%, 60%, and 90%, and Final construction contract documents as part of this task. The Consultant team will be responsible to provide design engineering services for the deliverables outlined below for the following submittals:

1. 30% Submittal

2. 60% Submittal
3. 90% Submittal
4. Final Submittal
5. QA/QC

Subtask 8.1: 30% Design (Preliminary)

The Consultant will evaluate the original 30% Design and refine it based on current survey, the structural alternative analysis, and the wetland mitigation requirements.

1. Develop a basis of design.
2. American's with Disabilities Act (ADA) ramp evaluation ramps for the existing ramps at Parker Street and 38th Avenue.
3. Updated cut and fill line determination.
4. Develop stormwater analysis using HydroCAD software, basin delineation map, and storm system layout, and preliminary stormwater/hydrology report.
5. Calculate quantities and prepare a 30% engineer's estimate of construction costs shown on the civil plans.
6. Submit 30% strip map and cost estimate for review.

Deliverables:

1. Basis of design
2. 30% strip map and cost estimates
3. Preliminary Stormwater/Hydrology Report

Subtask 8.2: 60% Design

The Consultant will address review comments on the 30% Plans, develop the right-of-way plans, and develop construction documents to the 60% Design stage. These documents will consist of plans, a bid item list, an opinion of probable construction cost.

The 60% strip maps will include:

1. Plan over Profile Strip Map showing basic roadway geometry information and stormwater layout
2. Wall plan and profile Strip Map with wall details
 - 1) Detailed geometric layout of intersection and grading for ADA purposes
 - 2) Updated cut and fill line determination
 - 3) Update stormwater conveyance based on pothole information
 - 4) Incorporate City comments from the 30% review
 - 5) Updated stormwater analysis using HydroCAD software, basin delineation map, and storm system layout, and preliminary stormwater/hydrology report
 - 6) Calculate quantities and prepare a 60% engineer's estimate of construction costs shown on the civil plans
 - 7) Submit 60% plan set and cost estimate for review

Deliverables:

1. 60% strip maps and cost estimates (PDF format)
2. Stormwater/Hydrology Report (PDF format)

Subtask 8.3: 90% Design (PS&E)

The Consultant will address review comments from the 60% Plans and develop construction documents to the 90% Design stage. These documents will consist of plans, specifications, a bid item list, an opinion of probable construction cost, and an anticipated construction schedule.

The 90% plan set shall include the following sheets:

1. Cover sheet (1)
2. General Notes and Legend sheet (1)
3. Typical Sections (2)
4. Miscellaneous Details sheet (3)
5. Construction Signing Plan (1)
6. Site-specific Traffic Control Plans (2)
7. Site Prep/Demolition Plans (4)
8. Erosion Control and Grading Plans (5)
9. Erosion Control Notes Detail sheets (2)
10. Plan over Profile Sheets showing basic roadway geometry information and stormwater layout (8)
11. Grading sheets (3)
12. Wall Plan and Profile sheets (12)
13. Wall Detail sheets (3)
14. Signing and Striping Plans (3)
15. Signing and Striping Details (2)
16. Enhanced Crossing (1) – contingency item
17. Illumination Plans (4)
18. Soil Preparation & Seeding Plans (5)
19. Planting Plans (5)
20. Planting Detail sheets (2)
21. Preliminary Irrigation Plans (5)
22. Preliminary Irrigation Detail sheets (1)
23. Standard Detail sheets (5)

- 1) Update the stormwater analysis to match the 90% level design and prepare the updated stormwater/Hydrology report.
- 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, draft construction schedule, and cost estimate for review.

Deliverables:

1. 90% Plans, specifications, and cost estimates (three hard copies of the plans [11- by 17-inch], a PDF of the plan set, specifications, draft construction schedule, and cost estimate)

2. Updated Stormwater/Hydrology Report

Subtask 8.4: Final Design (PS&E)

The Consultant will address review comments from the 90% Plans and develop construction documents to the Final design submittal. These documents will consist of plans, specifications, a bid item list, an opinion of probable construction cost, and an anticipated construction schedule. Final documents will be sealed as appropriate for jurisdictional engineering review.

Address the 90% comments. Final design phase plan set shall include:

1. Cover sheet (1)
 2. General Notes and Legend sheet (1)
 3. Typical Sections (2)
 4. Miscellaneous Details sheet (3)
 5. Construction Signing Plan (1)
 6. Site-specific Traffic Control Plans (2)
 7. Site Prep/Demolition Plans (4)
 8. Erosion Control and Grading Plans (5)
 9. Erosion Control Notes Detail Sheets (2)
 10. Plan over Profile sheets showing basic roadway geometry information and stormwater layout (8)
 11. Grading sheets (2)
 12. Wall plan and profile sheets (12)
 13. Wall Detail sheets (3)
 14. Signing and Striping Plans (3)
 15. Signing and Striping Details (2)
 16. Enhanced Crossing (1) – contingency item
 17. Illumination Plans (4)
 18. Soil Preparation & Seeding Plans (5)
 19. Planting Plans (5)
 20. Planting Detail sheets (2)
 21. Preliminary Irrigation Plans (5)
 22. Preliminary Irrigation Detail sheets (1)
 23. Standard Detail sheets (5)
-
- 1) Address preliminary stormwater report comments and submit final stormwater report for approval.
 - 2) Prepare final special provisions as needed for nonstandard items shown on the plans and compile the project specifications.
 - 3) Compute quantities and prepare an engineer's estimate of construction costs.
 - 4) Submit Final Plans, special provisions, and estimate for review.
 - 5) Address City review comments regarding the plans, specs, and estimate.
 - 6) Preparation of the project National Pollution Discharge Elimination System permit application and posting the Notice of Intent (NOI) in an appropriate local newspaper.
 - 7) Preparation of the project Stormwater Pollution Prevention Program (SWPPP).

Deliverables:

1. Copy of SWPPP

2. Final Plans, special provisions, construction schedule, and estimate
3. Final Stormwater Report
4. Bid documents

Subtask 8.5: Quality Assurance/Quality Control

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

Task 9: Utility Coordination

Subtask 9.1: Utility Coordination

The Consultant will contact utilities within the project limits and obtain existing system mapping. PBS will review mapping for consistency with project base map.

The Consultant will conduct a utility reconnaissance of the project corridor to determine visual evidence of underground and aboveground utility facilities and confirm utility provided facility maps and project base map completeness.

Finally, PBS will identify and discuss with each utility special requirements associated with their facility relocation or modification.

Utility Meetings

This subtask includes organizing and facilitating up to three group utility meetings to provide updated project information. Such meetings will address known facilities, potential for impact, timing requirements for potential relocations, and initial information of reimbursable requirements. Meetings will also allow the exchange of each utility's relocation plans with the other utilities in order to maximize compatibility of relocation designs and utility and roadway construction sequencing. It also includes preparing and transmitting meeting agendas and meeting summaries to utility representatives, City, and Consultant team members.

Conflict Identification, Analysis, and Recommended Resolution

This subtask will identify and analyze utility conflicts, compile, and distribute utility conflict lists involving aboveground, surface, and underground conflicts, and make conflict resolution recommendations to utilities.

It will produce utility conflict plan sheets based on preliminary (60%) design plans and accompanying utility conflict spreadsheets indicating conflict item number, type of utility, conflict status, average cover during and after construction, whether utility is in or out of public right-of-way, and comments. PBS assumes six different utility operators.

1. Revise conflict analysis and conflict spreadsheets based on 90% Design plans
2. Revise conflict analysis and conflict spreadsheets based on 100% Design plans

Conflict Notification and Utility Relocations

Notify the impacted utilities and coordinate the efforts of the utility agencies in developing and executing a plan for relocating utilities to resolve conflicts with the project design. As part of that effort:

1. Prepare and deliver to each involved utility owner a Conflict Notice with a conflict list and map. Assume up to six different utility operators. Notice shall require a utility response in the form of a

proposed facility adjustment plan and schedule to complete the utility work. Allow each utility a 30-day period to respond with a proposal from date of the notice.

2. Review utilities' proposed relocation plans to verify that identified conflict items are addressed and that the plans accommodate and conform to the construction requirements for the project. Provide written approval of each utility's relocation plan. Up to nine total reviews will be performed for the utilities' relocation plans (average 1.5 per utility).

Assumptions:

1. City will provide utility plans, GIS, and other supporting documents for City utilities within the project corridor.
2. Utility design location fees, if any, are not included in Consultant's costs and will be paid by the City if required.
3. Utilities will provide as-built system maps of their facilities within the project corridor.
4. Additional right-of-way and/or easements that may be required for relocated utilities are the responsibility of the utilities or the City in the event of prior rights.

Deliverables:

1. Meeting agendas and summaries for each utility meeting (three total)
2. 30% Submittal: Existing utilities identified and marked-up on survey base mapping
3. Utility Conflict Memorandum at 60% Plans
4. Conflict notice letters and attachments for each utility
5. 90% and Final utility conflict analysis based on design plans
6. Review and comments on utility relocation plans

Task 10: Public Involvement

Public involvement (PI) includes multiple modes of communication for reaching the project's various stakeholders during this phase of the project, including stakeholder outreach, project signage, a community open house, and project updates across an array of City communications channels. Each effort is aimed at increasing understanding of the project among those whose lives, work, and travels might be affected by it.

Subtask 10.1: Public Involvement Plan

At our first meeting, PBS and the City will work together to establish the public involvement plan (PIP) that specifies the level of public participation sought, goals, objectives, key stakeholders, methods for ensuring access/equity, communication format/frequency, events/event publicity, PI timeline, and program evaluation criteria.

Assumptions:

1. In collaboration with the City, this document may be updated during the course of the project to reflect project revisions.

Deliverables:

1. Draft and final PIP
2. Revisions of PIP (assumes one revision)

Subtask 10.2: Project Signage

To alert passersby about the project, up to two project boards will be placed along the corridor.

Assumptions:

1. The City will pay for board production and installation.
2. The City and PBS will determine the location for the project board(s).
3. If needed, sticker overlays may be added to the board(s) to provide new information.
4. The City will pay for sticker overlays.
5. PBS will apply sticker overlays.

Deliverables:

1. Draft and final project board designs
2. Up to two 4- by 8-foot project boards
3. As needed, sticker overlays; number, size, and content to be determined

Subtask 10.3: Project Communications

In coordination with City staff, PBS will provide content for existing City of Camas communications channels with the purpose of informing stakeholders about the project.

Assumptions:

1. The City will specify where on the website that project updates will be made and whether a dedicated project page within the website is desired.
2. PBS will provide text and related files to be uploaded by the City or PBS, as desired.
3. PBS assumes that project updates will be made approximately once a month over the course of 12 months to a project-specific area on the website.
4. For larger project news, such as a significant road closure or an upcoming open house, PBS will provide text, graphics, and any related files to be uploaded by the City or PBS, as desired, to the main City of Camas website homepage.
5. Likewise, for these larger project news items, PBS will post text and graphics (where graphics are accepted) to the City's social media platforms, which are currently Facebook, Twitter, and CamasConnect app.
6. PBS assumes that larger project news items will occur about once every two months over the course of 12 months.

Deliverables:

1. Draft and final versions of text and graphics for the project-specific area of the City website, the website homepage, and social media

Subtask 10.4: Project Mailer

To announce a community open house (see below) and/or provide projects details to the community, PBS will create and arrange for distribution a project mailer for Camas residents or specific stakeholders, as desired by the City.

Assumptions:

1. PBS will create one project mailer for this phase of the project.
2. The City will provide input on the purpose and content of the project mailer.
3. The City will provide input on the recipients of the project mailer.
4. The City will provide input on the size and type of the project mailer.
5. The City will provide postal addresses for all intended recipients.
6. The City will pay for printing of the project mailer and postage for its distribution.

Deliverables:

1. Draft and final project mailer text and design

Subtask 10.5: Community Open House

To provide further information on the project, PBS representatives will be on hand to answer questions during two in-person community open houses hosted by the City at a location such as Camas Fire Station 42. Additionally, PBS will provide two printed strip maps to assist in explaining the project.

Assumptions:

1. The City will serve as the lead for hosting two community open houses during this phase of the project.
2. The format of the community open houses is understood to be self-guided, with attendees viewing maps and interacting with the project team casually.
3. One PBS representatives will attend each community open house to answer questions alongside project representatives from the City.
4. The City will provide input on the format of the community open house (video presentation, virtual forum, online survey, hybrid of all, etc.).
5. The City will determine the date, duration, and location of the event.

Deliverables:

1. Two large, printed strip maps

Task 11: Right-of-Way

Subtask 11.1: PBS Right-of-Way Support

Consultant shall provide labor, equipment, and materials to support the acquisition of seven properties for the City.

Right-of-Way/Property Line Stakes

1. Consultant will conduct right-of-way and property line stakeouts for applicable properties on approximately three trips.

Legal Descriptions/Exhibit Maps for Right-of-Way Acquisitions/Easements

1. Prepare legal descriptions and exhibits for right-of-way acquisition and easement takes. It is assumed that there will be 12 legal descriptions/exhibits to prepare.

Deliverables:

1. Up to 12 legal descriptions and exhibits

Right-of-Way Plans

1. Prepare draft and final right-of-way plans
2. Prepare exhibits for property owner discussions

Deliverables:

1. Draft and final right-of-way plans
2. Property owner exhibits

Subtask 11.2: Right-of-Way Acquisition

The Consultant will provide labor, equipment, and materials to acquire seven properties for the City. The City and PBS will provide the property owner list, maps, descriptions, and documents needed.

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

Preliminary Title Reports

The Consultant will obtain preliminary title reports for each property acquisition. The consultant will review each preliminary title report for encumbrances, liens, or defects.

Assumptions:

1. Seven property acquisitions

Deliverables:

1. Up to eight preliminary title reports

Right-of-Entry

The Consultant will acquire rights-of-entry as needed for project-related site investigations.

Deliverables:

1. Seven executed rights-of-entry

Right-of-Way Funding Estimate

The Consultant will complete a right-of-way cost estimate in conformance with WSDOT's LAG Manual.

Deliverables:

1. One right-of-way funding estimate

Appraisal and Appraisal Review

The Consultant will use a WSDOT-approved appraiser. The Consultant shall provide one real estate appraisal for each ownership.

Appraiser shall provide written notice to owners of a planned appraisal inspection and will provide the property owner or designated representative, if any, an invitation to accompany the appraiser on any inspection of the property for appraisal purposes.

Appraisal shall conform to the Uniform Standards of Professional Appraisal Practice (USPAP).

The Consultant will provide an appraisal review for each appraisal. The appraisal review will be conducted by another WSDOT-approved appraiser.

Deliverables:

1. Seven appraisals
2. Seven appraisal reviews

Acquisition

The Consultant will conduct negotiations, on behalf of the City.

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

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

The Consultant shall provide all property owners with:

1. A complete copy of the valuation that just compensation is based upon at the initiation of negotiations.

The Consultant will prepare and maintain written diaries of negotiator contacts with property owners and tenants to document:

1. Efforts to achieve amicable settlements
2. Owners' suggestions for changes in plans
3. Responses to owners' counterproposals

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

Assumptions:

1. City will pay closing and recording costs

Deliverables:

1. Seven completed negotiation packet with document for recording

Right-of-Way Certification

The Consultant will prepare each file for inspection by WSDOT for the right-of-way certification process. The right-of-way certification documentation and letter will be prepared by the Consultant for City review and approval. This documentation will be sent to WSDOT to document and certify the right-of-way process has conformed to the Uniform Act of 1970.

Task 12: Bidding Support

The Consultant during the construction of the project will provide limited bidding and engineering services. The anticipated bid support services are described as follows.

Subtask 12.1: Bid Support

Pre-bid Opening Responsibilities

The Consultant shall respond to questions from prospective bidders and City staff before bid opening in reference to the bid package.

Necessary construction management support will be determined by the City prior to advertisement. A scope amendment will be provided at that point in time to best serve the City's needs.

Assumptions:

1. Support for the City during the bidding process only.
2. Participation in construction meetings is not included.

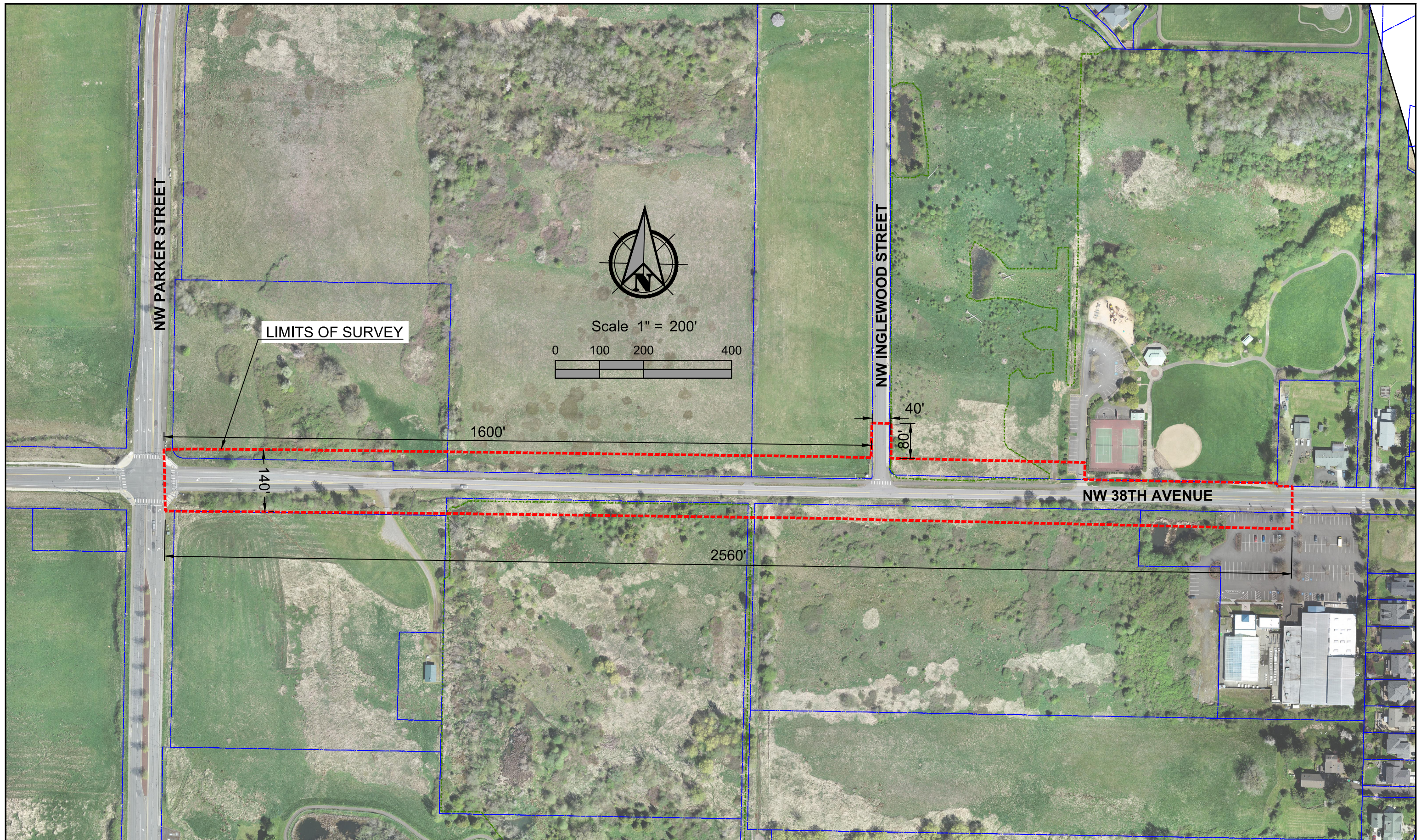
Deliverables:

1. Electronic responses to bidder inquiries and addenda as needed

Task 13: Construction Management (Reserved)

Task 14: City Deliverables to the Consultant

City-provided information.



NW PARKER STREET

LIMITS OF SURVEY



Scale 1" = 200'



1600'

140'

2560'

NW INGLEWOOD STREET

40'

80'

NW 38TH AVENUE

38TH AVENUE PHASE 3 -
LIMITS OF SURVEY

Exhibit B
DBE Participation Plan

In the absence of a mandatory UDBE, the Consultant shall continue their outreach efforts to provide SBE maximum practicable opportunities.

This project has a mandatory UDBE utilization goal of 9%. See below for how this goal will be met.

GTEng (Traffic Engineering) – \$19,578.42
3D Infusion (Structural Drafting – \$22,475.11
Magna LLC (Geotechnical Drilling) – \$19,000

Total UDBE Utilization amount – \$61,053.53
Total Contract Amount – \$670,651.10
Total UDBE Utilization Percent – 9.1%

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Digital Terrain Model (DTM) and AutoCAD Civil 3D 2018

B. Roadway Design Files

AutoCAD Civil 3D 2018

C. Computer Aided Drafting Files

AutoCAD Civil 3D 2018

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

The agency has the right to review products produced for this project by the Consultant

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

See Scope of work appendix A

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

See Scope of work appendix A

II. Any Other Electronic Files to Be Provided

None

III. Methods to Electronically Exchange Data

E-mail and FTP site

A. Agency Software Suite

None

B. Electronic Messaging System

None

C. File Transfers Format

None

Exhibit D
Prime Consultant Cost Computations

Exhibit E
Sub-consultant Cost Computations

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI “Sub-Contracting” of this AGREEMENT.

CRM Name: Camas 38th Avenue		<h1 style="color: red;">- FEE ESTIMATE</h1>								
CRM Client: PBS										
Start/End Date: 10/28/2020										
PM: Don Hardy										
	Staff Title	DIRECTOR, LAND/URBAN	SR. LEAD CONSULTANT,	CONSULTANT, ENVIRONMENTAL	CONSULTANT, ENVIRONMENTA	CONSULTANT, LAND/URBAN	CONSULTANT, PROJECT	SPECIALIST, MARKETING		
	Grade	P-13	P-12	P-09	P-09	P-09	P-09	A-08		
	Staff Name	Don Hardy	Dustin Day	Nicholas Tudar	Bridget Wojtala	Sam Rubin	Sanja Woehlert	Laura Townsend	Rounded Totals	
	Billable Rate	\$245.82	\$179.19	\$104.26	\$105.44	\$121.17	\$111.70	\$95.78		
TASK	TASK DESCRIPTION	HOURS								
1	Subtask 4.0 Meetings	32	16	16					\$6,803.00	
1.1	kick off meeting		2	2					\$851.00	
1.2	monthly meetings		8	8					\$3,401.00	
1.3	internal design meetings		6	6					\$2,551.00	
2	Subtask 4.1 - Wetland and waterbodies delineation	125	8	68	22	19	2	6	\$13,948.00	
2.1	Field work (2 people 4 hours each)			2	4	4			\$1,198.00	
2.2	Data Sheets				4	3			\$734.00	
2.3	Wetland Rating Form (5 wetlands)				20	5			\$2,613.00	
2.4	Draft Delineation Report				30	5	15	4	\$5,856.00	
2.5	Final Delineation Report				10	5	4	2	\$2,247.00	
2.6	Meeting		2						\$359.00	
2.7	Invoices and PA work 2 hour per task, 26 hr. over 18 mo.						2		\$224.00	
2.11	QA/QC			4					\$717.00	
3	Subtask 4.2.1 Methods and Assumption Memo	14	4	6			2	2	\$2,476.00	
3.1	Draft Methods and Assumption Memo			2				1	\$455.00	
3.2	Final Methods and Assumption Memo		1	2				1	\$700.00	
3.3	Meeting		2	2					\$851.00	
3.4	Invoices and PA work 2 hour per task, 26 hr. over 18 mo.						2		\$224.00	
4.10	QA/QC		1						\$246.00	
4	Subtask 4.2.2 NEPA CE Documentation Form	67	8	6	24	25	2	2	\$9,020.00	
4.1	WSDOT coordination		6	6	6	4			\$3,668.00	
4.2	Draft CE Documentation Form				14	14		1	\$3,269.00	
4.3	Final CE Documentation Form				4	4		1	\$1,003.00	
4.4	Invoices and PA work 2 hour per task, 26 hr. over 18 mo.						2		\$224.00	
4.11	QA/QC		2				3		\$856.00	
6	Subtask 4.2.8 Environmental Justice	63	3	2		52	2	4	\$8,006.00	
6.1	Draft EJ matrix and tech memo	39	1	1		35		2	\$4,858.00	
6.2	Final EJ matrix and tech memo	18	1	1		14		2	\$2,314.00	
6.3	Invoices and PA work 2 hour per task, 26 hr. over 18 mo.						2		\$224.00	
6.11	QA/QC	4	1			3			\$610.00	
7	Subtask 4.2.9 ESA No Effect Letter	71	3	2	40	10	10	2	\$8,141.00	
7.1	Draft No Effect Letter	46		1	30	5	8	2	\$4,996.00	
7.2	Final No Effect Letter	20		1	10	5	2	2	\$2,183.00	
7.3	Invoices and PA work 2 hour per task, 26 hr. over 18 mo.						2		\$224.00	
7.11	QA/QC	3	3						\$738.00	

9	Subtask 4.3.1 Mitigation Analysis	61	3	22	20	10	2	4	\$8,609.00	
9.1	Draft mitigation analysis	32		7	15	8		2	\$3,997.00	
9.2	Final Mitigation analysis	16		7	5	2		2	\$2,216.00	
9.3	Invoices and PA work 2 hour per task, 26 hr. over 18 mo.	2					2		\$224.00	
9.4	Agency Coordination	8		8					\$1,434.00	
9.11	QA/QC	3	3						\$738.00	
10	Subtask 4.3.2 Bank Use Plan	76	2	4	40	12	12	2	\$8,708.00	
10.1	Draft Bank Use Plan (Limit 6 figures)	43		2	26	4	9	2	\$4,774.00	
10.2	Final Bank Use Plan	19		2	8	4	3	2	\$2,170.00	
10.3	draft purchase agreement	6			4	2			\$628.00	
10.4	Final purchase agreement	4			2	2			\$420.00	
10.5	Invoices and PA work 2 hour per task, 26 hr. over 18 mo.	2					2		\$224.00	
10.11	QA/QC	2	2						\$492.00	
11	Subtask 4.3.3 JARPA	91	3	22	40	20	2	4	\$11,569.00	
11.1	Draft JARPA	37		2	30	3		2	\$3,995.00	
11.2	Final JARPA	17		2	10	3		2	\$1,909.00	
11.3	Coordination time	20		10		10			\$2,847.00	
11.4	Meetings and coordination	12		8		4			\$1,856.00	
11.5	Invoices and PA work 2 hour per task, 26 hr. over 18 mo.	2					2		\$224.00	
11.11	QA/QC	3	3						\$738.00	
13	Subtask 4.4.1 Camas Pre-Application	49	9	8	4	22	2	4	\$7,343.00	
13.1	Draft Pre-App Narrative	21	2	2	2	13		2	\$2,828.00	
13.2	Final Pre-app Narrative	15	2	2	2	7		2	\$2,101.00	
13.3	Pre-app meeting	8	4	4					\$1,701.00	
13.4	Invoices and PA work 2 hour per task, 26 hr. over 18 mo.	2					2		\$224.00	
13.10	QA/QC	3	1				2		\$489.00	
14	Subtask 4.4.2 SEPA Checklist	52	5	1	12	28	2	4	\$6,675.00	
14.1	Draft SEPA checklist	32	1		8	21		2	\$3,826.00	
14.2	Final SEPA Checklist	15	1	1	4	7		2	\$1,887.00	
14.3	Invoices and PA work 2 hour per task, 26 hr. over 18 mo.	2					2		\$224.00	
14.10	QA/QC	3	3						\$738.00	
15	Subtask 4.4.3 - Minor Design Review	67	14			47	2	4	\$9,746.00	
15.1	Draft Design Review Narrative	34	6			26		2	\$4,817.00	
15.2	Final Design Review Narrative	12	2			8		2	\$1,653.00	
15.3	Submittal coordination with team	14	4			10			\$2,196.00	
15.4	Review and coordination of draft staff report	5	2			3			\$856.00	
15.5	Invoices and PA work 2 hour per task, 26 hr. over 18 mo.	2					2		\$224.00	
16	Subtask 4.4.4 Critical Areas Report	89	5	7	50	21	2	4	\$10,909.00	
16.1	Draft Critical Areas Report (limit 10 figures)	56	1	4	34	15		2	\$6,557.00	
16.2	Final Critical Areas Report	21	1	2	12	4		2	\$2,546.00	
16.3	Application form and compilation of submittal packet	6	1		3	2			\$805.00	
16.4	Review and coordination of draft staff report	4	2	1	1				\$777.00	
16.5	Invoices and PA work 2 hour per task, 26 hr. over 18 mo.	2					2		\$224.00	
	Expenses	No of Miles							\$36.00	
\$ 0.575	Mileage	55							\$32.00	
10%									\$4.00	
	Total Hours	857	75	104	188	174	246	24	46	
	Total Expenses								\$36.00	
	TOTAL FEE		\$18,436	\$18,636	\$19,601	\$18,346	\$29,809	\$2,681	\$4,406	\$111,989.00



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

July 29, 2020

WSP USA, Inc.
250 West 34th Street
New York, NY 10119

Subject: Acceptance FYE 2019 ICR – CPA Report

Dear Christopher Kidd:

We have accepted your firms FYE 2019 Indirect Cost Rate (ICR) based on the “Independent CPA Report,” prepared by Deloitte & Touche, LLP as follows:

- General Services Office: 138.27% of direct labor
(rate includes 0.54% Facilities Capital Cost of Money)
- Bases Field: 106.10% of direct labor
(rate includes 0.40% Facilities Capital Cost of Money)

This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards;

Jonson, Erik

Jul 29 2020 1:36 PM

cosign

ERIK K. JONSON
Contract Services Manager

EKJ:ah

WSP USA Inc.
999 3rd Avenue, Suite 3200
Seattle, WA 98104

Alphanumeric Grade	Direct Labor Rate NTE*	GSO Overhead NTE 138.27%	Fixed Fee NTE** 0%	All Inclusive Hourly Billing Rate NTE
A-04	\$23.32	\$32.24	\$0.00	\$55.56
A-05	\$26.69	\$36.90	\$0.00	\$63.59
A-06	\$33.38	\$46.15	\$0.00	\$79.53
A-07	\$44.26	\$61.20	\$0.00	\$105.46
A-08	\$54.10	\$74.80	\$0.00	\$128.90
A-09	\$64.47	\$89.14	\$0.00	\$153.61
P-06	\$33.38	\$46.15	\$0.00	\$79.53
P-07	\$44.26	\$61.20	\$0.00	\$105.46
P-08	\$54.10	\$74.80	\$0.00	\$128.90
P-09	\$64.47	\$89.14	\$0.00	\$153.61
P-10	\$72.12	\$99.72	\$0.00	\$171.84
P-11	\$84.14	\$116.34	\$0.00	\$200.48
P-12	\$100.97	\$139.61	\$0.00	\$240.58
P-13	\$112.42	\$155.44	\$0.00	\$267.86
P-14	\$144.57	\$199.90	\$0.00	\$344.47
P-15	\$176.36	\$243.85	\$0.00	\$420.21
P-16	\$224.00	\$309.72	\$0.00	\$533.72
T-04	\$23.32	\$32.24	\$0.00	\$55.56
T-05	\$26.69	\$36.90	\$0.00	\$63.59
T-06	\$33.38	\$46.15	\$0.00	\$79.53
T-07	\$44.26	\$61.20	\$0.00	\$105.46
T-08	\$54.10	\$74.80	\$0.00	\$128.90
T-09	\$64.47	\$89.14	\$0.00	\$153.61
T-10	\$72.12	\$99.72	\$0.00	\$171.84
T-11	\$84.14	\$116.34	\$0.00	\$200.48
X-11	\$84.14	\$116.34	\$0.00	\$200.48
X-12	\$100.97	\$139.61	\$0.00	\$240.58
X-13	\$112.42	\$155.44	\$0.00	\$267.86
X-14	\$144.57	\$199.90	\$0.00	\$344.47
X-15	\$176.36	\$243.85	\$0.00	\$420.21
X-16	\$224.00	\$309.72	\$0.00	\$533.72

* Note: Escalation shall NOT be included.

** Actual fee to be negotiated

Archaeological Investigations Northwest, Inc.

CLIENT: PBS

Project Name: City of Camas NW 38th Ave Street Improvements

OWNER: City of Camas

Date: October 21, 2020

Task	Description	Reese		Smits		Senior Architect. Hist.	Architect. Historian	Supervising Archaeo.	Supervising Archaeo.	Supervising Archaeo.	Staff Archaeo.	Swanson Graphics- GIS	Inman Research/ Proj. Assist./ Proj. Admin	Field/Lab Archaeo. Assistant	Hours	Labor	Expenses	Total
		P/PM/Senior Archaeologist	Senior Archaeo.	Senior Architect. Hist.	Architect. Historian													
	APE letter and maps, Field visit to check conditions, SEPA checklist, Assist with agency coordination	2	16							10		6	2		36	\$4,607.08	\$13.80	\$4,620.88
															0	\$0.00	\$0.00	\$0.00
															0	\$0.00	\$0.00	\$0.00
Total Labor Hours		2	16	0	0	0	0	10	0	6	2	0	0	36				
Labor Rates		\$202.80	\$145.44	\$133.27	\$82.11	\$110.09	\$110.09	\$110.09	\$77.64	\$99.95	\$86.92	\$60.84						
Total Labor		\$405.60	\$2,327.04	\$0.00	\$0.00	\$0.00	\$0.00	\$1,100.90	\$0.00	\$599.70	\$173.84	\$0.00		\$4,607.08			\$13.80	\$4,620.88
DIRECT EXPENSES - TASK		Each	Qty	Total														
	Vehicle Mileage -- Field Visit	\$0.575	24	\$13.80														
	Field Vehicle @ \$65/day	\$65.00	0	\$0.00														
	Fuel for field vehicle per round trip	\$10.00	0	\$0.00														
TOTAL EXPENSES - TASK				\$13.80														
TOTAL EXPENSES				\$13.80														
FN = NW 38th Ave Phase 3 - AINW Proposal 10-21-2020																		



May 08, 2019

Archaeological Investigators Northwest, Inc. (AINW)
3510 NE 122nd Ave
Portland, OR 97230

Subject: Acceptance FYE 2017 ICR – Risk Assessment Review

Dear Jo Reese:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2017 ICR of 159.72%. These rates are applicable to Washington Local Agency Contracts only. These rates may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards;

Jonson, Erik
May 9 2019 12:19 PM

cosign

ERIK K. JONSON
Contract Services Manager

EKJ:mya

Actuals Not To Exceed Table (ANTE)

WSDOT Agreement:
 Archaeological Investigations Northwest, Inc.
 3510 NE 122nd Avenue
 Portland, OR 97230

Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		159.72%	30.00%	
Princ.Inv./PM/Sen.Archaeologist	\$70.00	\$111.80	\$21.00	\$202.80
PI-PM/Senior Archaeologist	\$63.00	\$100.62	\$18.90	\$182.52
PM/Senior Historian/Sen.Architl. Historian	\$46.00	\$73.47	\$13.80	\$133.27
PM/Senior Archaeologist	\$50.20	\$80.18	\$15.06	\$145.44
Architectural Historian	\$28.34	\$45.26	\$8.50	\$82.11
Supervising Archaeologist	\$38.00	\$60.69	\$11.40	\$110.09
Ethnographer, Staff Archaeologist	\$28.40	\$45.36	\$8.52	\$82.28
Graphics-GIS	\$34.50	\$55.10	\$10.35	\$99.95
Staff Archaeologist	\$26.80	\$42.80	\$8.04	\$77.64
Research/ Project Admin./Project Assist.	\$30.00	\$47.92	\$9.00	\$86.92
Archaeological Assistant (Field & Lab)	\$21.00	\$33.54	\$6.30	\$60.84
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00

**Exhibit G-1
Subconsultant Fee Determination
Summary Sheet**

Project: 38th Ave Phase 3
Task: Right of Way Appraisal and Acquisition Services
Subconsultant: Universal Field Services

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>				<u>Rate</u>	=	<u>Cost</u>
	<u>Field</u>	<u>Office</u>	<u>Total</u>				
Project Manager	15	75	90	X	\$50.20	=	\$4,518
Right of Way Agent	18	20	38	X	\$26.00	=	\$988
Sr. R/W Agent	60	150	210	X	\$35.50	=	\$7,455
Sr. Title Specialist		28	28	X	\$27.50	=	\$770
			0	X		=	\$0
			0	X		=	\$0
			0	X		=	\$0
					Total DSC	=	<u>\$13,731.00</u>

Overhead (OH Cost -- Including Salary Additives):

OH Rate 51.9% X \$13,731.00 = \$7,126.39

Fixed Fee (FF)

FF Rate : 30% X \$13,731.00 = \$4,119.30

Reimbursables:

Total Reimbursables = \$3,740.00

Subconsultants:

Total Subconsultant Fees = \$38,150.00

Grand Total

\$66,866.69

Prepared By: Seth Hemelstrand Date: _____



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

April 3, 2020

Universal Field Services, Inc.
111 Main Street, Suite 105
Edmonds, WA 98020

Subject: Acceptance FYE 2019 ICR – Cognizant Review

Dear Mitch Legel:

We have accepted your firms FYE 2019 Indirect Cost Rate (ICR) of 51.91% of direct labor based on the “Cognizant Review” from the Oklahoma Department of Transportation. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards;

Jonson, Erik
Apr 6 2020 8:08 AM

ERIK K. JONSON
Contract Services Manager

cosign

EKJ:ah

EXHIBIT A

Part 3 of 3

CORPORATIONS

FOR UNIT PRICE ESTIMATES

**BREAKDOWN OF BILLING RATES AND
DIRECT NON-LABOR COSTS**

UNIVERSAL FIELD SERVICES

**Universal Field Services
2020**

BILLING RATES

Personnel/Classification	Pay Rate	Overhead 51.91%	Fee 30.000%	Billing Rate
Corporate Oversight	\$ - \$ 68.00	\$ - \$ 35.30	\$ - \$ 30.99	\$ - \$ 134.29
Project Manager	\$ - \$ 50.20	\$ - \$ 26.06	\$ - \$ 22.88	\$ - \$ 99.14
Sr. Relocation Agent	\$ - \$ 40.00	\$ - \$ 20.62	\$ - \$ 16.28	\$ - \$ 78.90
Sr. Acquisition Agent	\$ - \$ 35.00	\$ - \$ 18.17	\$ - \$ 15.95	\$ - \$ 69.12
Acquisition Agent	\$ - \$ 30.00	\$ - \$ 15.57	\$ - \$ 13.67	\$ - \$ 59.24
Sr. Title Specialist	\$ - \$ 27.50	\$ - \$ 14.28	\$ - \$ 12.53	\$ - \$ 54.31

* Actual Billing Rates will be based upon the actual rate of pay paid to the specific employee performing the work

DIRECT NON-LABOR COSTS

Travel at current IRS rate

**Table 1: 38th Ave
Estimated Budget
October 21, 2020**

Task Description

GTEng						
Principal/Project Manager 3 (Beckwith)	Engineering Associate 2 (Aman)	Engineering Associate 2 (Kou)	Engineering Associate 1 (Martir)	Tech XIV (Harkins)	Expenses	
4		12		2		
32	52	4		24	\$ 100.00	
26		48		20		
Meetings						

Total Hours By Task	Total Labor By Task	Total Expenses By Task	Grand Total By Task
18	\$ 1,493.00	\$ -	\$ 1,493.00
112	\$ 9,851.48	\$ 100.00	\$ 9,951.48
94	\$ 8,133.94	\$ -	\$ 8,133.94
0	\$ -	\$ -	\$ -
0	\$ -	\$ -	\$ -
0	\$ -	\$ -	\$ -
0	\$ -	\$ -	\$ -
0	\$ -	\$ -	\$ -
0	\$ -	\$ -	\$ -
0	\$ -	\$ -	\$ -
0	\$ -	\$ -	\$ -
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0	\$ -	\$ -	\$ -
0	\$ -	\$ -	\$ -
0	\$ -	\$ -	\$ -
0	\$ -	\$ -	\$ -
0	\$ -	\$ -	\$ -
0	\$ -	\$ -	\$ -
0	\$ -	\$ -	\$ -

Total Hours	62	52	64	0	46	\$ 100.00
Hourly Rate	\$118.85	\$73.39	\$71.28	\$70.70	\$81.12	
\$19,578.42						

Total Hours	Total Wages	Total Expenses	Project Total
224	\$ 19,478.42	\$ 100.00	\$ 19,578.42

SUB TOTAL: \$19,578.42

Contingency Task Description

0	\$ -	\$ -	\$ -
0	\$ -	\$ -	\$ -

Total Hours	0	0		0	0	\$ -
Hourly Rate	\$118.85	\$73.39		\$70.70	\$81.12	
Totals - By Consultant \$0.00						

Total Hours	Total Wages	Total Expenses	Project Total
0	\$ -	\$ -	\$ -

SUB TOTAL: \$0.00

GRAND TOTAL: \$ 19,578.42



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

September 23, 2020

Monica Leal, President
Global Transportation Engineering Corporation
227 SW Pine St, STE 220
Portland, OR 97204-2700

Re: Global Transportation Engineering Corporation
Safe Harbor Indirect Cost Rate Extension

Dear Ms. Leal:

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

We completed our risk assessment for Global Transportation Engineering Corporation in March 2016. Our assessment was conducted based on the documentation provided by the firm. The reviewed data included, but was not limited to, a description of the company, basis of accounting, accounting system and the basis of indirect costs. Based on our review, we found the firm eligible to use the Safe Harbor rate. Global Transportation Engineering Corporation opted to use the Safe Harbor rate, rather than provide a FAR-compliant rate.

Based on further review and discussion with the firm, we are issuing an extension of the Safe Harbor Indirect Cost Rate of 110% of direct labor with a field rate, where applicable, of 80% of direct labor for Global Transportation Engineering Corporation.

Global Transportation Engineering Corporation agreed to improve Internal Controls and timekeeping processes in order to be able to develop an Indirect Cost Rate Schedule in the future in accordance with the Federal Acquisition Regulations (FAR), Subpart 31. The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide. You may use the Safe Harbor Rate of 110%, or 80% for field office situations, for agreements entered into prior to June 30, 2021. For agreements entered into after this date, please contact the WSDOT Consultant Services Office (CSO) or our office for guidance.

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

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

Sincerely,

A handwritten signature in black ink that reads 'Schatzie A. Harvey'.

Schatzie Harvey, CPA
Agreement Compliance Audit Manager

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

Actuals Not To Exceed Table (ANTE)

WSDOT Agreement: Global Transportaton Engineering 227 SW Pine St, Suite 220 Portland, OR 97204				
Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		110.00%	30.00%	
Principal/Project Manager 3	\$ 48.52	\$53.37	\$14.56	\$116.45
Sr. Project Engineer 2	\$ 48.52	\$53.37	\$14.56	\$116.45
Engineering Associate 2	\$ 30.58	\$33.64	\$9.17	\$73.39
Tech XIV	\$ 33.80	\$37.18	\$10.14	\$81.12

**Subconsultant Fee Determination
Summary Sheet**

Project: 38th Ave Phase 3
Task: Structural Drafting
Subconsultant: 3D Infusion

<u>Classification</u>	<u>Total</u>		<u>Rate</u>	=	<u>Cost</u>
Principal	20	X	\$159.87	=	\$3,197
CADD Tech 2	78	X	\$105.78	=	\$8,251
Eng./Admin Tech 1	139	X	\$79.33	=	\$11,027
_____	0	X	_____	=	\$0
_____	0	X	_____	=	\$0
_____	0	X	_____	=	\$0
_____	0	X	_____	=	\$0
Grand Total				=	<u>\$22,475.11</u>



**Washington State
Department of Transportation**

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

October 25, 2018

David Evans and Associates, Inc.
2100 SW River Parkway
Portland, OR 97201

Subject: Acceptance of Sub-Consultant
3D InFusion, Inc.

Dear Ms. Haley Leitz:

Washington State Department of Transportation (WSDOT) has reviewed and accepted your request to add sub-consultant 3D InFusion, Inc. and their Actuals Not to Exceed (ANTE) rate table for agreement Y-12239 effective October 25, 2018.

This rate table may be subject to additional review if considered necessary by WSDOT.

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

Regards,

A handwritten signature in blue ink that reads "Erik Jonson".

Jonson, Erik
Oct 29 2018 9:11 AM
cosign

ERIK K. JONSON
Manager, Contract Services Office

EKJ:rck

Enclosure: Accepted Sub-Consultant's ANTE Rate Table

Cc: Traci Fleming

Actuals Not To Exceed Table (ANTE)

WSDOT Agreement: Y-12239

3D InFusion, Inc. 3758 NW Bronson Crest Loop Portland, OR 97229 Office Rate				
Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		110.00%	30.40%	
Principal	\$66.50	\$73.15	\$20.22	\$159.87
CADD Tech. 2	\$44.00	\$48.40	\$13.38	\$105.78
Eng./Admin. Tech. 1	\$33.00	\$36.30	\$10.03	\$79.33

3D InFusion, Inc. 3758 NW Bronson Crest Loop Portland, OR 97229 Field Rate				
Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		80.00%	30.40%	
Principal	\$66.50	\$73.15	\$20.22	\$159.87
CADD Tech. 2	\$44.00	\$48.40	\$13.38	\$105.78
Eng./Admin. Tech. 1	\$33.00	\$36.30	\$10.03	\$79.33



Jonson, Erik
Oct 29 2018 9:11 AM
cosign

Exhibit F

Title VI Assurances

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

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

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

Exhibit G

Certification Document

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

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
PBS Engineering and Environmental Inc.

whose address is

415 W 6th, Vancouver, WA 98660

and that neither the above firm nor I have

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

I acknowledge that this certificate is to be furnished to the

City of Camas

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.

PBS Engineering and Environmental Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of City of Camas

I hereby certify that I am the:

Other

of the **City of Camas**, and _____

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; o
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the **City of Camas**

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

Signature

Date

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

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

PBS Engineering and Environmental Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

PBS Engineering and Environmental Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of 38th Avenue Street Improvements, Phase 3 * are accurate, complete, and current as of 11/11/2020 **.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: PBS Engineering and Environmental Inc.

Signature

Title

Date of Execution _____ ***.

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

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

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

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Step 5 Forward Documents to Local Programs

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

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

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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