

DRAFT



**CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT**

616 NE 4th Avenue
Camas, WA 98607

PROJECT NO. T1052

NW Lake Road and NW Sierra Street Intersection Improvements

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

1. Project Designation. The Consultant is retained by the City to perform professional services in connection with the project designated as the **NW Lake Road and NW Sierra Street Intersection Improvements**.
2. Scope of Services. Consultant agrees to perform the services, identified on **Exhibit "A"** attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
3. Time for Performance. Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than **June 30, 2024**, unless an extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of this Agreement.
4. Payment. The Consultant shall be paid by the City for completed work and for services rendered for an amount not to exceed **\$94,345.55** under this agreement as follows:
 - a. Payment for the work provided by Consultant shall be made as provided on **Exhibit "B"** attached hereto, provided that the total amount of payment to Consultant shall not exceed the amounts for each task identified in **Exhibit "A"** (Scope of Services) inclusive of labor, materials, equipment supplies and expenses. Billing rates as identified in **Exhibit "C"**.
 - b. The consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the City and noted on this agreement. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
 - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
 - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for

a period of three (3) years after final payment. Copies shall be made available upon request.

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

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

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

General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

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

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

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

11. Discrimination Prohibited. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:
- Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)
 - Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)
 - Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)
 - Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)
 - Civil Rights Restoration Act of 1987
(Public Law 100-259)
 - Americans with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)
 - 49 CFR Part 21
 - 23 CFR Part 200
 - RCW 49.60.180

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

12. Confidentiality. The Contractor agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Contractor agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City. The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to the Contractor before receipt of same from the City; or (b) becomes publicly known other than through the Contractor; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirements of the government authority or judicial order.
13. Work Product. All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Contractor while performing the Services shall belong to the City, upon full payment of all monies owed to the Contractor under this agreement. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Contractor shall deliver all copies of any such work product remaining in the possession of the Contractor to the City.
14. Certification Regarding Debarment, Suspension, or Ineligibility and Voluntary Exclusion—
Primary and Lower Tier Covered Transactions.
- a. The Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.
 2. Have not within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this section; and
 4. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
- b. Where the Contractor is unable to certify to any of the statements in this contract, the Contractor shall attach an explanation to this contract.
 - c. The Contractor agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City.
 - d. The Contractor further agrees by signing this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Lower Tier Covered Transactions

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

15. Intellectual Property.

- a. Warranty of Non-infringement. Contractor represents and warrants that the Contractor is either the author of all deliverables to be provided under this Agreement or has obtained and holds all rights necessary to carry out this Agreement. Contractor further represents and warrants that the Services to be provided under this Agreement do not and will not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party.
- b. Rights in Data. Unless otherwise provided, data which originates from this Agreement shall be a "work for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the

City. Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, films, tapes, and sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

16. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.
17. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
18. Conflict of Interest. It is recognized that Contractor may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.
19. City's Right to Terminate Contract. The City shall have the right at its discretion and determination to terminate the contract following ten (10) calendar days written notice. The consultant shall be entitled to payment for work thus far performed and any associated expenses, but only after the city has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.
20. Notices. Notices to the City of Camas shall be sent to the following address:
Jim Hodges
City of Camas
616 NE 4th Avenue
Camas, WA 98607
PH: 360-817-7234
EMAIL: jhodges@cityofcamas.us

Notices to Consultant shall be sent to the following address:

Jason Irving
MacKay Sposito
18405 SE Mill Plain Boulevard, Suite 100
Vancouver, WA 98683
PH: 360-695-3411
EMAIL: jirving@mackaysposito.com

21. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision herof and such other provisions shall remain in full force and effect.
22. Arbitration Clause. If requested in writing by either the City or the Contractor, the City and the Contractor shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by first entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration in the Portland USA&M

office in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgement be entered thereon.

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

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

DATED this _____ day of _____, 2023.

CITY OF CAMAS:

MacKay Sposito:
Authorized Representative

By _____

By _____

Print Name _____

Print Name _____

Title _____

Title _____

Date _____

**EXHIBIT “A”
SCOPE OF SERVICES**

1. Project Management

1.1 Project Administration

- Prepare monthly invoices and progress reports to accompany invoicing. Reports will include a budget summary, tasks completed within the invoicing period, and the schedule status of critical tasks.

1.2 Project Scheduling

- Prepare and submit an activities list and schedule to the City following the Notice to Proceed. The schedule will show appropriate milestones for the Phase 1 scope of work, including public outreach activities.
- Provide one schedule update following selection of the preferred alternative.

1.3 Project Team Meetings

- Schedule, prepare agendas and minutes (including task log updates), and lead bi-weekly project team meetings with the City. This task includes a project kick-off meeting, bi-weekly progress meetings, and one review meeting following City review of the draft alternatives analysis. See Table 1 for meeting schedules..
- Organize and hold project coordination meetings with key project team members and City representatives. These meetings shall have specific agendas addressing and resolving project issues as they are encountered. See Table 1 for a schedule of meetings.

Table 1 – Meeting Schedule				
Type	Format	Frequency	Participants	# Mtgs
Kick Off Meeting	Virtual	Once	Team Leads	1
Team Meetings	Virtual	Bi-Weekly (see assumptions)	Select Team Leads	5
Alternatives Analysis City Comment Review Meeting	Virtual	Once	Team Leads	1
Council Alternatives Analysis Presentation	In Person	Once	Project Manager	1

1.4 Subconsultant Coordination

- General coordination and management of the subconsultant team including contracting, invoicing, scheduling, and deliverables.

Deliverables

- Monthly Invoices and Progress Reports
- Baseline Project Schedule
- Meeting Agendas, Minutes, and Task Log Updates

Assumptions

- All meetings are assumed to be one hour in duration.

- Five-month Phase 1 project management duration
- Assumes 5 bi-weekly meetings that will begin following the traffic analysis and topographic survey deliverables. See the meetings table for the assumed number of meetings.
- All meetings will be virtual.
- Meeting preparation and attendance time for one council presentation is included under the Public Outreach task.
- City staff will lead the preparation of a presentation and present the alternatives, outreach summary, and recommend a preferred alternative to the City council. Consultant will provide technical drawings, analysis, and attend the council meeting in support of City staff.

2. Land Surveying

1.2 Topographic Survey

- Prepare a topographic map of the intersection of NW Lake Rd and NW Sierra St. per the limits shown on Exhibit 1 - Survey Limits:
 - Ground base mapping will consist of edge of pavement/gravel, curb/gutter, sidewalks, fences, grade breaks, tops/toes of slopes, ditches, culverts, ditch bottoms, driveways will be tied to generate a 1' contour interval surface.
 - MacKay Sposito will coordinate with utility locate companies via the WA One-Call service to mark utility locations.
 - After utilities have been located, MacKay Sposito will survey the location of all paint marks as well as all visible utilities and their inverts.
 - Mapping will include all trees 6" (DBH) and greater within the survey area.
- MacKay Sposito will format the survey to serve as the base map for all design and construction drawings. Format will be Civil 3D 2023. The City will provide any special title blocks and logos or pen mapping standards required before preparing the base maps. Otherwise, the base mapping will be produced based on MacKay Sposito graphic standards. Base maps will be prepared at a minimum 1" = 20'-0" scale.

Deliverables

- Topographic survey in Civil 3D 2023 format

Assumptions

- Entire alignment will be surveyed as one phase/project.
- The work area will be clear of obstructions.
- Local Utility Companies will provide physical location marks in a timely manner. Existing As-Built data and/or GIS data may be utilized in lieu.
- Private Locates are not included in this proposal.
- Coordination with private property owners as needed for access or other notifications will be provided by the City.
- A pre and post-record of survey is not included in this proposal.
- Right-of-way and parcel lines will be shown by City provided GIS. No boundary survey will be included in this effort. If the selected alternative is anticipated to impact private property, a boundary survey will be provided at that time under an additional scope and fee.

3. Traffic Engineering (DKS)

See Appendix A

4. Civil Engineering

4.1 Alternatives Analysis – By DKS

- See Appendix A

4.2 Alternatives Analysis – by MacKay Sposito

- Prepare an alternatives analysis to compare traffic signal and roundabout design alternatives considering the following criteria:
 - Traffic safety (vehicular, pedestrians, and bicyclist)
 - Traffic capacity
 - Right of way impacts and costs
 - Construction cost
 - Construction phase impacts (vehicles, bikes, peds)
 - Project schedule
 - Impacts to steep slopes and the need for retaining walls.
 - Utility impacts
- Conduct one site visit to evaluate field conditions and constraints for each alternative.
- Analyze data and develop information related to identified criteria. Coordinate with DKS to prepare two conceptual design alternatives, one for a signalized intersection and one for a roundabout. DKS will prepare the two-dimensional concept design plans for each alternative, and MacKay Sposito will prepare a 3D rendering concept design for the roundabout.
- Prepare an alternatives analysis memorandum that analyzes the two design alternatives. The analysis will include conceptual design exhibits, an evaluation matrix, and an analysis of the criteria as listed above.
- Prepare the conceptual design exhibit and supporting slides/matrix/graphs public outreach and presentation to council. Attendance at public outreach events is included under the Public Outreach scope.
- Attending one review meeting with the City (hours included under the Project Management meetings task) to discuss public outreach results and incorporation into the conceptual design and Alternative Analysis Memo. Address City/public comments and submit final Alternatives Analysis memo.

Deliverables:

- 3D rendering based on DKS’s roundabout concept design.
- Alternatives Analysis Memo
- Presentation slides for council meeting

Assumptions

- The preferred design alternative will be determined following the council presentation that allows for commencement of design.

Appendices

Appendix A: Traffic Engineering Design – DKS

Exhibits

Exhibit 1 – Survey Limits

EXHIBIT "B"
COSTS FOR SCOPE OF SERVICES

Project Name: NW Lake Rd at NW Sierra St Intersection Improvements Project Manager: Jason Irving MSi Job No.: 19-317 Date: 06/14/2023		MacKay Sposito, Inc.															DKS	Total Budget Amount
		ESTIMATED HOURS AND EXPENSES																
		Project Accountant	Land Surveyor IV	Survey Party Chief	Survey Instrument Person	Survey Technician IV	Senior Project Manager/PIC	Deputy PM/Design Lead	Project Engineer	Creative Designer	Engineering Manager	Project Manager Landscape	Engineer III	Design Technician III	Expenses	Total		
1.0 - Project Management	1.1 - Project Administration	8.00				2.00	8.00								\$3,288.00		\$3,288.00	
	1.2 - Project Scheduling					2.00									\$536.00		\$536.00	
	1.3 - Project Team Meetings					12.00	13.00	9.00	4.00						\$7,996.00		\$7,996.00	
	1.4 - Subconsultant Coordination					2.00	3.00								\$1,148.00		\$1,148.00	
	Project Management Subtotal														\$12,968.00		\$12,968.00	
2.0 - Land Surveying	2.1 - Topographic Surveying		24.00	36.00	36.00	30.00								\$1,631.00	\$18,815.00		\$18,815.00	
	Land Surveying Subtotal														\$18,815.00		\$18,815.00	
4.0 Traffic Engineering (DKS)	4.0 Traffic Engineering (DKS)															\$37,928.00	\$37,928.00	
	Traffic Analysis/Engineering Subtotal																\$37,928.00	
5.0 - Alternatives Analysis	5.0 - Alternatives Analysis - MacKay Sposito					19.00	34.00			2.00	3.00	36.00	42.00	6.55	\$24,634.55		\$24,634.55	
	Alternatives Analysis - MacKay Sposito Subtotal														\$24,634.55		\$24,634.55	
	HOURS	8.00	24.00	36.00	36.00	30.00	37.00	58.00	9.00	4.00	2.00	3.00	36.00	42.00				
	RATE	140.00	168.00	148.00	104.00	136.00	268.00	204.00	192.00	100.00	228.00	168.00	160.00	140.00				
	TOTAL	\$1,120.00	\$4,032.00	\$5,328.00	\$3,744.00	\$4,080.00	\$9,916.00	\$11,832.00	\$1,728.00	\$400.00	\$456.00	\$504.00	\$5,760.00	\$5,880.00	\$1,637.55	\$56,417.55	\$37,928.00	\$94,345.55

**EXHIBIT “C”
BILLING RATES**



Vancouver Office

18405 SE Mill Plain Boulevard, Suite 100 Vancouver, WA 98683
360.695.3411 www.mackaysposito.com

2023 HOURLY RATE SCHEDULE
Southern Washington

	<u>Regular</u>		<u>Regular</u>
Senior Principal	\$328.00	Clerical	\$88.00
Principal	\$268.00	Survey Manager	\$208.00
Engineering Manager	\$228.00	Project Manager – Survey	\$188.00
Project Engineer	\$192.00	Land Surveyor IV	\$168.00
Engineer IV	\$176.00	Land Surveyor III	\$156.00
Engineer III	\$160.00	Land Surveyor II	\$148.00
Engineer II	\$148.00	Land Surveyor I	\$136.00
Engineer I	\$124.00	Survey Technician IV	\$136.00
Project Manager – Design	\$204.00	Survey Technician III	\$120.00
Project Controls Manager	\$232.00	Survey Technician II	\$112.00
Contract Administrator	\$172.00	Survey Technician I	\$100.00
Project Coordinator II	\$136.00	Survey Aid	\$80.00
Project Coordinator I	\$124.00	Survey Party Chief	\$148.00
Design Technician IV	\$152.00	Survey Party Chief – Out of Town	\$153.00
Design Technician III	\$140.00	Survey Instrument Person	\$104.00
Design Technician II	\$132.00	Survey Instrument Person – Out of Town	\$109.00
Design Technician I	\$112.00	GIS Mapping Specialist	\$148.00
Landscape Manager	\$196.00	GIS Mapping Specialist II	\$156.00
Project Manager – Landscape	\$168.00	Public Involvement Associate/Mgr.	\$156.00
Landscape Architect II	\$152.00	Public Involvement Coordinator	\$104.00
Landscape Architect I	\$132.00	Creative Designer	\$100.00
Landscape Designer III	\$124.00	Stormwater Analyst	\$136.00
Landscape Designer II	\$116.00	Environmental Manager II	\$185.00
Landscape Designer I	\$104.00	Environmental Manager I	\$165.00
Planning Director	\$244.00	Environmental Specialist IV	\$135.00
Planning Manager	\$220.00	Environmental Specialist III	\$126.00
Senior Planner	\$208.00	Environmental Specialist II	\$114.00
Project Manager – Planning	\$190.00	Environmental Specialist I	\$102.00
Planner III	\$172.00	Environmental Tech IV	\$90.00
Planner II	\$165.00	Environmental Tech III	\$85.00
Planner I	\$160.00	Environmental Tech II	\$80.00
Planning Technician	\$136.00	Environmental Tech I	\$75.00
Land Development Assistant	\$100.00	Natural Resource Specialist IV	\$148.00
Accounting Manager	\$204.00	Natural Resource Specialist III	\$135.00
Project Accountant	\$140.00	Natural Resource Specialist II	\$120.00
Administrative Manager	\$140.00	Natural Resource Specialist I	\$112.00
Administrative Assistant	\$100.00	UAV Pilot	\$152.00

The above rates cover salaries, overhead and profit. All other materials and expenses will be billed on an actual cost plus 10% basis. Overtime rates will be 1.5 times unless otherwise negotiated. These rates will be adjusted annually or as necessary to reflect market conditions. Sub-Consultants costs will be on actual cost plus 10% to compensate MacKay Sposito for Business Occupation Tax and administrative costs.

Per diem rates for travel within the continental United States will be billed in accordance with the rates published by the Office of Governmentwide Policy, General Services Administration (GSA) for the applicable fiscal year. Mileage will be billed in accordance with standard mileage rates published by the Internal Revenue Service.

Engineering categories are in accordance with ASCE Classifications. Rates detailed above do not apply to Federal or State contracts with specific Wage Determinations or mandated prevailing wage/fringe benefits minimum.



Fee Schedule					
<i>Effective January 1, 2023 through December 31, 2023</i>					
<i>ENGINEERS and PLANNER</i>				<i>TECHNICIANS and SUPPORT STAFF</i>	
Grade	Hourly Rate	Grade	Hourly Rate	Tech Level	Hourly Rate
Grade 5	75.00	Grade 38	240.00	Tech Level G	65.00
Grade 6	80.00	Grade 39	245.00	Tech Level H	70.00
Grade 7	85.00	Grade 40	250.00	Tech Level I	75.00
Grade 8	90.00	Grade 41	255.00	Tech Level J	80.00
Grade 9	95.00	Grade 42	260.00	Tech Level K	85.00
Grade 10	100.00	Grade 43	265.00	Tech Level L	90.00
Grade 11	105.00	Grade 44	270.00	Tech Level M	95.00
Grade 12	110.00	Grade 45	275.00	Tech Level N	100.00
Grade 13	115.00	Grade 46	280.00	Tech Level O	105.00
Grade 14	120.00	Grade 47	285.00	Tech Level P	110.00
Grade 15	125.00	Grade 48	290.00	Tech Level Q	115.00
Grade 16	130.00	Grade 49	295.00	Tech Level R	120.00
Grade 17	135.00	Grade 50	300.00	Tech Level S	125.00
Grade 18	140.00	Grade 51	305.00	Tech Level T	130.00
Grade 19	145.00	Grade 52	310.00	Tech Level U	135.00
Grade 20	150.00	Grade 53	315.00	Tech Level V	140.00
Grade 21	155.00	Grade 54	320.00	Tech Level W	145.00
Grade 22	160.00	Grade 55	325.00	Tech Level X	150.00
Grade 23	165.00	Grade 56	330.00	Tech Level Y	155.00
Grade 24	170.00	Grade 57	335.00	Tech Level Z	160.00
Grade 25	175.00	Grade 58	340.00	Tech Level AA	165.00
Grade 26	180.00	Grade 59	345.00	Tech Level AB	170.00
Grade 27	185.00	Grade 60	350.00	Tech Level AC	175.00
Grade 28	190.00	Grade 61	355.00	Tech Level AD	180.00
Grade 29	195.00	Grade 62	360.00	Tech Level AE	185.00
Grade 30	200.00	Grade 63	365.00	Tech Level AF	190.00
Grade 31	205.00	Grade 64	370.00	Tech Level AG	195.00
Grade 32	210.00	Grade 65	375.00	Tech Level AH	200.00
Grade 33	215.00	Grade 66	380.00		
Grade 34	220.00	Grade 67	385.00		
Grade 35	225.00	Grade 68	390.00		
Grade 36	230.00	Grade 69	395.00		
Grade 37	235.00	Grade 70	400.00		

- Project expenses will be billed at *cost plus ten percent* for service and handling. Project expenses include project-related costs such as reproduction through outside services, transportation, subsistence, delivery/postage, and vendor and subcontractor services.
- All invoices are due and payable within 30 days of date of invoice. Invoices outstanding over 30 days will be assessed a 1 1/4 percent service charge, compounded, for each 30 days outstanding beyond the initial payment period. Service charges are not included in any agreement for maximum charges.

EXHIBIT “D”
TITLE VI ASSURANCES

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

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the “REGULATIONS”), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Equal Opportunity Employer:** The CONSULTANT, In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Consultant or its selection and retention of sub-consultants, including procurement of materials and leases of equipment, of any level, or any of those entities employees, agents, sub-consultants, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT’s obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination of the grounds of race, color, sex, or national origin.
4. **Information and Report:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT’s non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment,

unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

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

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

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

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

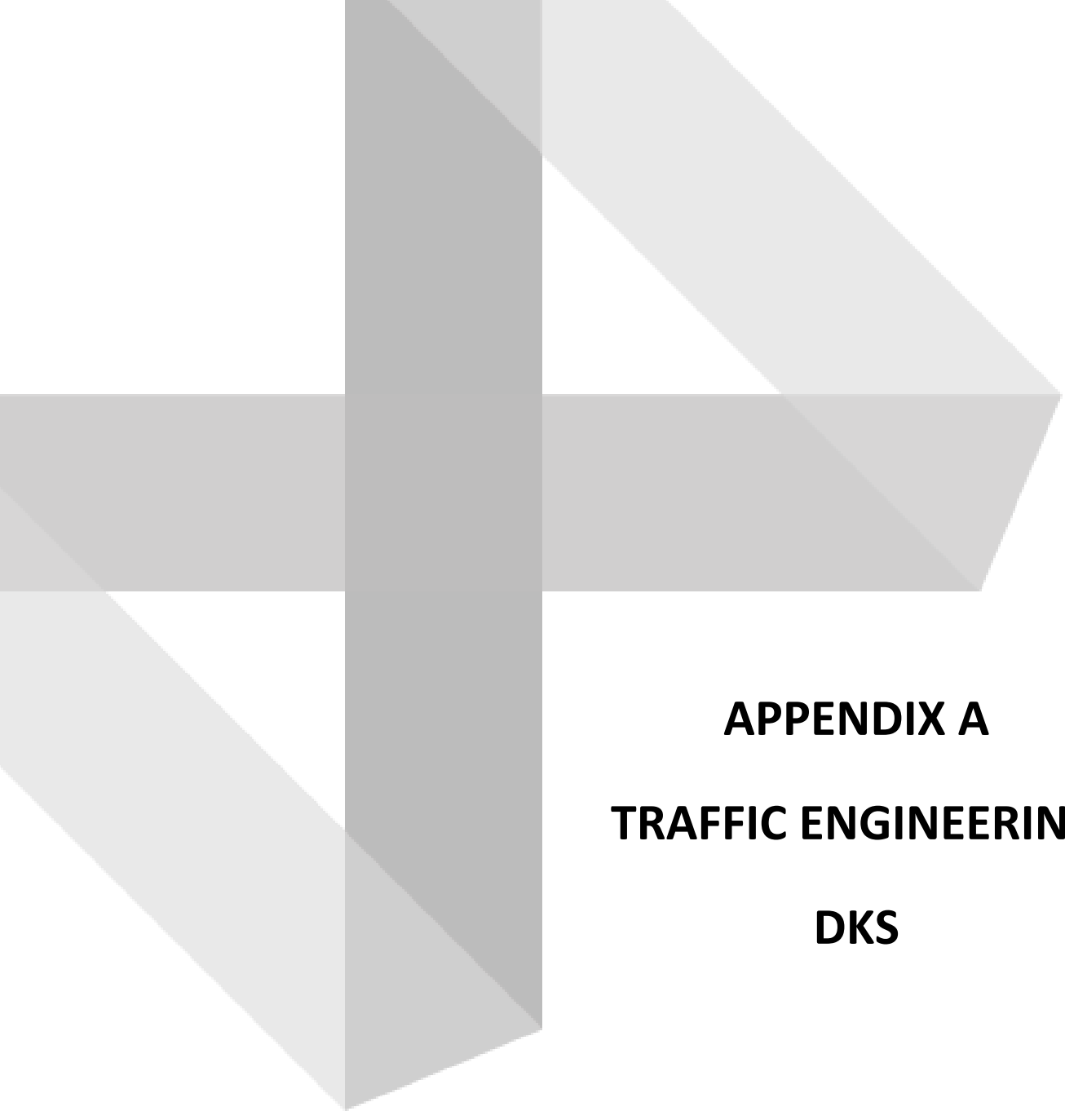
Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with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

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

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

Pertinent Non-Discrimination Authorities:

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



APPENDIX A
TRAFFIC ENGINEERING
DKS



MEMORANDUM NAME

DATE: June 21, 2023

TO: Jason Irving | MacKay Sposito

FROM: Justin Sheets | DKS Associates

SUBJECT: Camas NW Lake Rd and NW Sierra St Intersection Improvements Project #A21x06-744
Scope of Services

SCOPE OF SERVICES

TASK 1 – PROJECT COORDINATION AND MEETINGS

DKS shall coordinate with the project team and attend the following meetings:

- One virtual one-hour kickoff meeting
- Biweekly virtual project coordination meetings (up to 5 meetings)
- One virtual one-hour conceptual design review meeting with City staff

DKS shall prepare monthly invoices and progress reports in a format acceptable to the City.

TASK 2 – TRAFFIC ANALYSIS

DKS shall perform a traffic analysis to evaluate the weekday morning and evening peak hours for the intersection of NW Lake Road and NW Sierra Street. DKS will analyze existing conditions and No Build and Build conditions for the future year scenario of 2045.

EXISTING CONDITIONS

DKS shall summarize the existing transportation system and services in the study area. The summary shall include:

- Peak hour volumes of vehicles, freight, transit, bicyclists, or pedestrians at study intersections
- Average daily traffic volume on corridor
- Vehicle classifications and heavy vehicle percentage
- Functional classification of facilities
- Intersection configuration, geometry, turn lanes, posted speed limits
- Pedestrian and bike facilities

DKS shall evaluate collision data for the last five available years at the study intersection and identify potential safety issues. Field observations will be used to determine additional areas of focus.

DKS shall collect turning movement counts at the study intersection for weekday morning (7 to 9 AM) and evening (3 to 6 PM) peak periods. The counts shall include vehicles, freight, transit, pedestrians, and cyclists. DKS shall conduct 48-hour (15-minute interval) vehicle classification and speed counts on each leg of the intersection. DKS will collect this data while school is in session during June 2023.

DKS shall conduct a field review of the study intersection during the peak period. The field review will include observed vehicle operations (delays and queues), pedestrian and bicycle operations, bus operations, driveway spacing and interactions, and safety issues.

DKS shall create a Synchro model to represent existing conditions of the study intersection. DKS shall evaluate the study intersection and report vehicle level of service, delay, v/c ratio, and queuing. Any existing operational deficiencies will be documented.

FUTURE YEAR 2045 BUILD AND NO BUILD CONDITIONS

DKS shall develop future year 2045 volume forecasts for the study intersection using the regional travel demand model.

DKS shall evaluate a traffic signal, roundabout, and up to one additional alternative. DKS shall create a Synchro model to represent future year 2045 volumes and conditions for the signal alternative. DKS shall create a SIDRA model for the roundabout alternative. DKS shall evaluate the study intersection and report vehicle level of service, delay, v/c ratio, and queuing for the No Build and Build alternatives. Any future No Build operational deficiencies and potential improvement needs will be documented.

DKS shall perform traffic signal warrant analysis per the MUTCD to determine if the traffic signal alternative meets warrants.

DKS shall prepare a Draft Traffic Analysis Report for City review. Based on comments received, DKS shall prepare a Final Traffic Analysis Report.

DELIVERABLES

- Draft Traffic Analysis Report
- Final Traffic Analysis Report

TASK 3 – ALTERNATIVES ANALYSIS AND CONCEPTUAL DESIGN SUPPORT

DKS shall provide support in performing the alternatives analysis with regards to traffic safety and operational components of the report. DKS will use qualitative methods in comparing the alternatives and identify potential pros/cons of each.

DKS shall support the conceptual design and layout of the traffic signal and roundabout alternatives. For the traffic signal, this would include identification of necessary turn lanes, traffic

signal pole and equipment locations, traffic signal phasing, and pedestrian and bicycle considerations. DKS will produce a preliminary cost estimate for the traffic signal design.

For the roundabout alternative, this would include:

- Selecting the type of roundabout (i.e. single-lane, mini, compact, etc.) and number of approach lanes.
- Determining inscribed circle diameter.
- Determining lane widths and approach angles.
- Prepare a conceptual plan to the 30% level based on the horizontal alignment and provide initial recommendations for pedestrian and bicycle accommodations.
- Determine design vehicles with input from City staff and utilize vehicle turning software to prepare exhibits detailing vehicle turning paths for each approach leg and movement of the roundabout.
- Evaluate sight distance for each approach of the roundabout
- Compile roadway illumination options, including a preliminary lighting analysis of the preferred option for the intersection of NW Lake Road and NW Sierra Street and along NW Lake Road for up to 800' west of the intersection. Lighting levels are to be shown on the plan sheets and no separate lighting memo will be produced.
- Provide preliminary light pole locations to be included in the 30% conceptual plan.

DELIVERABLES

- Preliminary traffic signal cost estimate
- Signalized intersection conceptual plan
- Roundabout conceptual plan
- Vehicle turning templates for roundabout alternative
- Sight distance analysis exhibit

Camas Lake Road and Sierra Street Design

Proposed budget by task - DKS Associates

6/21/2023

	PIC	QA/QC	PM	DE	CAD	Admin	DKS Labor	Expenses*	Total
Task 1: Project Coordination and Meetings	1		9	3		3	\$3,180	\$0	\$3,180
Task 2: Traffic Analysis	2	4	24	40		4	\$13,960	\$1,900	\$15,860
Task 3: Alternatives Analysis and Conceptual Design Su	2	8	26	44			\$15,440	\$0	\$15,440
Total	5	12	59	87	0	7	\$32,580	\$1,900	\$34,480

Legend:

PIC = Principal-in-Charge (Grade 45)

QA/QC = Quality Engineer (Grade 38)

PM = Project Manager (Grade 34)

DE= Design Engineer (Grade 23)

CAD = Drafter (Grade 15)

Admin = Project Administrator (Tech W)

